

# TILDEN TOWNSHIP POLICY & PROCEDURE MANUAL

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**TILDEN**  
TOWNSHIP

## TABLE OF CONTENTS

Policy	Date	Page
Accounts Payable Policy	March 2026	3
Accounts Receivable Policy	March 2026	4
ACH and EFT Transaction Policy	March 2026	5-6
Backhoe Policy	March 2026	7
Backhoe Hold Harmless Agreement		8
Board Policy	March 2026	9-14
Cash Handling and Receipting Policy	March 2026	15
Credit Card Policy	March 2026	17
Federal Procurement Conflict of Interest Policy	March 2026	18-19
Financial Institutions Policy	March 2026	20
Financial Reports Policy	March 2026	21
Freedom of Information Act (FOIA) Guide Policy	March 2026	22-25
Fund Balance Policy	March 2026	26-28
Garbage and Recycle Policy	March 2026	29
Hall and Pavilion Rental Policy	March 2026	30-31
Hall Rental Agreement		32-34
Pavilion Rental Agreement		35-37
Hall Cleaning Checklist		38
Pavilion Cleaning Checklist		39
Investment and Depository Policy	March 2026	40-43
Miscellaneous Debris Policy	March 2026	44
Payments or refunds on Taxes over/under \$5.00	March 2026	45
Payroll Policy	March 2026	46
Personnel Policy	March 2026	47-59
Plowing Policy	March 2026	60
Plowing Hold Harmless Agreement		61
Purchasing Policy	March 2026	62-64
Social Media Policy	March 2026	65-66
Water Lines Thawing Policy	March 2026	67
Water Thawing Hold Harmless Agreement		68
Water Policy	March 2026	69-70
Water Rate Increase Proposal	March 2026	71

## ACCOUNTS PAYABLE POLICY

### ACCOUNTS PAYABLE

The Township Clerk and/or Deputy Clerk shall be responsible for processing all accounts payable. Invoices/bills to be paid shall be at the attention of the Clerk whether via email and/or postal mail.

### PROCESSING OF CLAIMS

Requests for payments to vendors shall be processed in Accounts Payable, thru BS&A software. The Clerk will document the invoice/bill with the appropriate chart of account number, initial it, enter the invoice/bill information into AP with a check print date for the same day and/or later date. The invoice/bill will be then given to the Treasurer to verify the funds are available and the Treasurer will initial it.

- A. **Checks:** The Clerk and/or Deputy Clerk will issue the check thru Accounts Payable, in BS&A. Once the check is printed and signed, the bottom portion is saved with the original invoice/bill and filed for record keeping. The check is given to the Office Manager/Secretary to be mailed to the vendor.
- B. **ACH/EFT:** The Clerk and/or Deputy Clerk will input the invoice/bill into the Accounts Payable in BS&A. The invoice/bill will then be given to the Treasurer and/or Deputy Treasurer to initial and approve to be paid and will be submitted for payment via ACH/EFT. A copy of the receipt will be attached to the invoice/bill and filed for record keeping.
- C. **Refunds:** The Treasurer and/or Deputy Treasurer will initiate a refund for any Hall/Pavilion Rental, Landfill reimbursement, Tax and Water overpayment in which Board approval is not necessary. The check will be issued thru the Clerk's office and will be completed within 5-7 business days.

### APPROVAL

The Township Board approves all invoices/bills to be paid prior to any disbursement of funds. Listed below are three exemptions:

- A. A vendor is approved to be paid, without Board approval, on the ACH/EFT policy which is updated on an annual basis.
- B. Refunds as mentioned above in Section C.
- C. If in an emergency situation and an item(s) is required to be purchased prior to a Board meeting. The purchase(s) would follow the guidelines stated in the Township Purchasing Policy.

## ACCOUNTS RECEIVABLE POLICY

### INVOICE PREPARATION

The Treasurer and/or Deputy Treasurer shall be responsible for processing all accounts receivable in the proper fund accounts. These can be but not limited to:

- A. Freedom of Information Act requests
- B. Backhoe Rentals
- C. Hall and Pavilion Rentals
- D. Landfill
- E. Miscellaneous
- F. Tax
  - a. Personal
  - b. Real
  - c. Specific Ore
- G. Utility
- H. Zoning-related activities

All invoices shall include a remittance advice or invoice to be returned to the Township with payment. The remittance advice or invoice shall include the name, amount due, purpose, due date and that payment is to be made to the Township and mailed to the Treasurer. All payments to the Township shall be made by cash, check and/or electronic payment.

- A. **Hall and Pavilion rentals:** Resident to pay based on the Tilden Township Hall/Pavilion Rental agreement and reimbursement will be done within 5-7 business days.
- B. **Landfill:** A resident is to pay a \$100 upfront payment if utilizing the Marquette County landfill. Once the bill is received from the Marquette County Landfill the difference will be billed to the resident and/or reimbursed. If needing to be reimbursed, it will be done within 5-7 business days.
- C. **Taxes:** The county mails out tax bills to the residents. Reminder bills will be mailed out by the Township on a periodic and/or needed basis.
- D. **Water:** Bills are mailed to the resident per the Tilden Township Water Policy

### POSTING AND DISTRIBUTION OF ACCOUNTS RECEIVABLE

Bill is created in BS&A that states the amount due, date due (30-days) purpose, and who the payment is payable to. Bill will be mailed to the resident.

- A. Utility: Billing will follow the Water Policy Guidelines
- B. Miscellaneous: Bill will be entered into Utility Billing under Landfill, Miscellaneous, etc., and mailed to the resident for payment.

Copies of bills generated in BS&A can be reprinted if needed. See the Cash Receipting policy for reference money received. Invoices are to be reconciled to the general ledger on a monthly basis.

### ACCOUNTING FOR ACCOUNTS RECEIVABLE

For all payments received, the account will be credited once the money is entered thru Cash Receipting. A monthly listing of all amounts invoiced, but not yet received, shall be completed and reconciled by the Treasurer and/or designee.

## ACH AND EFT TRANSACTION POLICY

### PURPOSE

The purpose of this policy is to establish guidelines for Tilden Township to process payments using ACH and/or EFT transactions to transfer money from one bank account to another bank account used in place of paper-based payment methods like checks and cash to make transactions faster and safer.

- A. ACH stands for Automated Clearing House, a network that processes electronic payments between bank accounts.
- B. EFT stands for Electronic Funds Transfer that is an electronic transfer of money from one bank account to another using computer-based technology.

### AUTHORITY

The Treasurer may enter into an ACH agreement as provided by **MI Public Act 738 of 2002 (excerpts listed below)**.

- A. *"ACH arrangement" means the agreement between the originator of the ACH transaction and the receiver of the ACH transaction.*
- B. *"ACH policy" means the procedures and internal controls as determined under a written policy developed and adopted by the treasurer of a local unit under section 3.*
- C. *"ACH transaction" means an electronic payment, debit, or credit transfer processed through an automated clearing house.*
- D. *"Automated clearing house" or "ACH" means a national and governmental organization that has authority to process electronic payments, including, but not limited to, the national automated clearing house association and the federal reserve system.*
- E. *"Governing body" means any of the following:*
  - a. *The township board of a township.*
- F. *"Local unit" means any of the following:*
  - a. *A township.*
- G. *"Treasurer" means the elected treasurer in a township or county.*
- H. *A local unit shall not be a party to an ACH arrangement unless the governing body of the local unit has adopted a resolution to authorize electronic transactions and the treasurer of the local unit has presented a written ACH policy to the governing body. The ACH policy shall include all of the following:*
  - I. *That an officer or employee designated by the treasurer is responsible for the local unit's ACH agreements, including payment approval, accounting, reporting, and generally for overseeing compliance with the ACH policy.*
  - J. *That the officer or employee responsible for disbursement of funds shall submit to the local unit documentation detailing the goods or services purchased, the cost of the goods or services, the date of the payment, and the department levels serviced by payment. This report can be contained in the electronic general ledger software system of the local unit or in a separate report to the governing body of the local unit.*
  - K. *A system of internal accounting controls to monitor the use of ACH transactions made by the local unit.*
  - L. *The approval of ACH invoices before payment.*
  - M. *Any other matters the treasurer considers necessary.*

### RESPONSIBILITY

The Township Treasurer shall be responsible for all ACH agreements, including payment approval, accounting, reporting and generally overseeing compliance with the ACH resolution. Accounts payable by this method may include utility and recurring payments and will be updated on a yearly basis.

- A. 906 Technologies
- B. AT&T
- C. Blue Care Network
- D. Canon
- E. IRS
- F. MI State Treasury
- G. Office Planning Group
- H. Payroll Liabilities
  - a. For payment of State and Federal payroll taxes, the Treasurer shall initiate payment to the proper authority based on Payroll reports produced by BS&A.
- I. Semco Energy
- J. Small Business Association of MI
- K. Spectrum
- L. TruNorth Federal Credit Union
- M. Upper Peninsula Power Company (UPPCO)

### **INTERNAL ACCOUNTING CONTROLS**

The Township Treasurer shall be responsible for the establishment of ACH agreements. The Treasurer shall notify the Clerk of those accounts to be paid by ACH or EFT. Payment will follow Accounts Payable Policy guidelines. All ACH/EFT transactions will be provided to the Township Board that includes the vendor's name, amount due and date due. The Township Board will approve all transactions prior to any disbursement.

### **Exceptions to Township Board monthly approval would be:**

- A. 906 Technologies – **monthly services only.**
- B. BlueCross BlueShield Insurance
- C. Canon
- D. Federal and State Withholdings
- E. Hall Refunds
- F. Ishpeming Township – Fire Retainer
- G. Landfill Refunds
- H. Nationwide – Retirement Contributions
- I. North Country Disposal - Garbage
- J. Norway Springs
- K. Payroll
- L. Small Business Association of MI
- M. Stenberg Brothers, Inc
- N. Tax Disbursements – following statutory duty requirements per MCL 211.43
- O. Utilities
  - a. AT&T
  - b. Range
  - c. SEMCO Energy
  - d. Spectrum (Charter Communications)
  - e. UPPCO

All other invoices approved by the Clerk and payable by ACH or EFT may be paid, in that matter, if deemed in the best interest of Tilden Township to avoid a late fee.

## BACKHOE POLICY

### **PURPOSE**

The Tilden Township backhoe was purchased with general fund monies so the following actions were put in place.

Any Township resident needing assistance on a small job done with the Township backhoe, may call the Supervisor and/or the DPW Foreman during regular business hours to request assistance. Small jobs shall be scheduled if time allows and only during regular business hours. No resident shall be allowed to schedule the backhoe more than once per year and not for the same small job.

The Township DPW Foreman shall require a minimum of a three, (3) day notice before any work can begin to allow for a Miss Dig call-out.

The maximum hours allowed shall be 3 hours and the minimum of 1 hour shall be charged to the resident.

### **COST**

The charge shall be \$50.00 per hour. Minimum of one hour deposit is required prior to any work beginning and will follow the Accounts Receivable Policy guidelines. If not paid, any unpaid balance will be added to the resident's winter tax bill.

### **AGREEMENT**

A hold harmless agreement must be signed before any work can begin; a copy will be saved and filed with the DPW office with the original agreement scanned in and filed in the Township filing room.

## BACKHOE HOLD HARMLESS AGREEMENT

**For and in consideration** of the receipt of services from Tilden Township for using and/or renting the Backhoe.

I hereby release the Tilden Township, its agents, employees, representatives, and assigns from any and all liability, injury, damages or losses, which may be incurred by me or my property as a result of the actions of the Township, its agents, employees, representatives, and assigns in performing the services as above stated.

I further agree to indemnify and hold harmless, the Township, its agents, employees, representatives, and assigns for any and all actions, proceedings, claims or demands, costs or damages, which may be brought against the Township as a result of having performed the services above, set forth to the undersigned.

I agree to a deposit of \$50.00 prior to any work being done with a rate of \$50.00 per hour worked.

**Homeowner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Township Employee/Representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Description of work performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BOARD POLICY

### **BOARD ADMINISTRATION**

The Township Board shall govern Township administration through the adoption of policies and procedures. Board policies and procedures shall define what the Township is to accomplish, through the adoption of a mission statement, strategic plan, and other adopted policies and procedures, in compliance with applicable laws.

Board policies and procedures shall also define the manner in which the board will conduct its business, the relationship of the Board to the Township officials and employees, and limitations on the actions of Township officials and employees.

### **DIRECTION AND CONTROL OF ADMINISTRATION**

To promote efficient administration, the Township Board authorizes the Supervisor to provide direction and control over Township activities and functions that are not assigned by state law to another official and/or delegated to another official per the Township Board. To provide a liaison between the Board and the various Township departments within the parameters established by the Township Board.

### **BOARD MEMBER CONCERNS REGARDING TOWNSHIP EMPLOYEES**

Township Board members should direct inquiries, requests or complaints about employees to the Supervisor and/or the appropriate Elected Official regarding Deputies.

### **BOARD MEETING NOTICES**

The Township Clerk, Deputy Clerk or other designee is responsible for all regular, special and rescheduled township board meeting notice requirements in conformance with the Open Meetings Act and other state laws.

The Township Clerk shall be responsible for seeing that notice of the time, place and reason(s) for any special meeting of the township is given to each Township board member either in person or by leaving a written notice by email at least 24 hours prior to the meeting time.

### **REGULAR BOARD MEETING AGENDA**

The Office Manager/Secretary, in coordination with the Clerk's office and input from the Board shall prepare the agenda and board packet at least 3 (three) days prior to every township board meeting. Business items intended for board action may be placed on the agenda by any board member by notifying the Office Manager/Secretary at least 4 (four) days prior to the meeting. Agenda items that will be placed before the board will have background information helpful to board members for understanding the issue.

A copy of the proposed agenda shall be emailed and made available to every board member, along with all supporting documentation and correspondence addressed to the township board, at least 3 (three) days prior to the board meeting. Board members who wish to bring an issue to the board's attention, but are not seeking board action, shall bring up such issues under Board Member Comments. When a need to place an item on the agenda arises after the deadline, the business item may be added to the agenda by majority vote of the board.

The proposed agenda shall be approved by majority vote following the roll call of board members at each board meeting. The agenda shall conform to the following format (*arrange as appropriate*):

- |                         |                           |
|-------------------------|---------------------------|
| 1. Call to Order        | 9. Communications         |
| 2. Pledge of Allegiance | 10. Supervisor's Comments |
| 3. Roll Call            | 11. Water Business        |
| 4. Acceptance of Agenda | 12. Unfinished Business   |
| 5. Approval of Minutes  | 13. New Business          |
| 6. Public Comments      | 14. Board Member Comments |
| 7. Approval of Bills    | 15. Public Comment        |
| 8. Treasurer's Report   | 16. Adjournment           |

### **SPECIAL BOARD MEETING NOTICE/AGENDA CONSIDERATIONS**

The purpose(s) for which a special meeting is called shall be stated in the special meeting notice. If all township board members are present at a special meeting of the township board, then the board may add any lawful business to the special meeting agenda. If any township board member is not present at a special meeting of the township board, then the business shall be limited to the purpose(s) in the special meeting notice. No other agenda items may be added.

### **BOARD MEETING LOGISTICS**

The Clerk, with the assistance of DPW and/or other designee, shall be responsible for determining that the township hall is properly set up for a public meeting. This includes, but is not limited to, ensuring that

- The parking lot, sidewalks, ramps and stairs are clear of snow and ice during winter weather.
- Adequate seating is available for the anticipated audience.
- Copies of the proposed agenda and any other public materials are placed on a table.

### **BOARD MEMBER MEETING CONDUCT**

All board meetings shall be conducted under Robert's Rules of Order. If a quorum of the township board is present, a board meeting shall be called to order promptly at the time announced for the meeting. Each board member shall fully participate in board meetings by doing the following

- Prepare for board meetings by reading their packets ahead of time in order to fully participate in discussions
- Help the chair keep meeting moving
- Limit remarks to issue being considered
- Ask questions for clarification
- Respect colleagues' rights
- Refrain from interrupting other speakers
- Actively listen

- Listen courteously and attentively to all public discussions before the board
- Explain reasons behind significant decisions during the discussion before voting
- Raise concerns and objections at a meeting, rather than after
- Express disagreement verbally, rather than non-verbally
- Criticize constructively and in private
- Vote with a clear audible voice

### **CHAIRING BOARD MEETINGS**

All board members will be treated with equal dignity and respect, and board members shall have equal access to speak and to make motions. The Supervisor is charged with ensuring that the will of the board majority prevails on decisions, while giving board members who hold to a minority view an adequate opportunity to present their positions to the other board members.

The Supervisor will keep discussions focused on the agenda items, will relinquish the gavel when he or she has a personal conflict of interest or is sufficiently conflicted on an issue that impartiality cannot be assured and will maintain proper decorum among board members and the public audience. The Supervisor will:

- Open the meeting at the specified time
- Explain meeting procedures and decision-making processes so that board members and the audience may appropriately participate
- Restate audience questions
- Apply time limits consistently
- Recognize and deal with procedural objections
- Protect members and staff from verbal attack unrelated to official duties
- Keep track of amendments to motions
- Restate motions before they are voted upon
- Call recesses during long meetings
- Reconvene at specified time
- Adjourn the meeting

### **BOARD MEMBER CONFLICT OF INTEREST**

A township board member shall vote upon all matters that require a vote of the township board unless the board member has a conflict of interest.

### **PUBLIC PARTICIPATION**

Members of the public shall have an opportunity, under the first Public Comment, to address the board on items on the agenda for no more than 3 (three) minutes. The board may suspend the time limitation when warranted. Persons shall be recognized in the order in which they indicate their desire to address the board.

Members of the public who wish to address the board on any matter shall address the board under the second Public Comment. They may speak for up to 3 (three) minutes during the second

Public Comment. The board may suspend the time limitation when warranted. Persons shall be recognized in the order in which they indicate their desire to address the board.

## **MINUTES**

The Township Clerk shall ensure that minutes of board meetings record:

- Time, date and place of the meeting
- Board members present and absent
- Decisions made by the board at a meeting open to the public
- Roll-call votes taken at the meeting
- The purpose or purposes for which a closed session is held

In addition to the minutes, contents listed above that are required by the Michigan Open Meetings Act, the minutes shall list persons who addressed the board under general public comment periods and the topic of their remarks. The content of minutes shall reflect the collective will of the township board as expressed in official board decisions.

Per MCL 15.269(9)(1) The board shall make any corrections in the minutes at the next meeting after the meeting to which the minutes refer. Corrected minutes shall be available to the board at or before the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction.

Per MCL 15.269(9)(3) The board shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. Approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved.

## **AUTHORITY**

The Township Board is empowered by the Michigan Constitution and state laws to govern Tilden Township. The Township Board has the exclusive authority, subject to applicable laws, to determine the scope, quality and quantity of township programs and services, to establish parameters and expectations of employee performance and conduct, to establish its own style of governance, and to require information from township personnel necessary and convenient to monitor township operations and compliance with Board policies and directives.

The Township Board may authorize appointed officials and employees to take such actions and make decisions that are consistent with applicable federal and state laws, local ordinances, and township board policies.

## **AUTHORITY IS EXERCISED BY THE BOARD**

The Township Board shall act only at a meeting held in compliance with the Open Meetings Act. Township Board authority shall be exercised only through official board decisions recorded as votes taken, directives given or consensus established by the Township Board at a Township Board meeting.

No individual, committee or organization shall represent its authority or action in a matter as that of the Township Board unless the Township Board has directed the individual, committee or organization to act on the Township Board's behalf in that matter.

## **ALLOCATION OF RESOURCES**

The Township Board shall allocate Township resources through the annual adoption of the Township budget and periodic budget amendments. The Board shall authorize the resources necessary to fulfill the Township's mission as required by law and defined in the goals identified in the Township strategic plan.

### **BUDGETING FOR RESULTS AND OUTCOMES**

The Township Board shall budget for results and outcomes by linking strategic planning, long-range financial planning, performance measures, budgeting, and evaluation. The use of resources shall be linked to objectives established or reaffirmed at the beginning of the budget development process. The Township Board shall routinely monitor, evaluate and adjust budget allocations to align township resources with the strategic plan goals and objectives.

### **MULTI-YEAR BUDGETING**

The Township Board shall incorporate multi-year planning and budgeting in its budgeting and strategic planning processes.

### **STRATEGIC PLANNING**

The Township Board shall focus its administrative and budgetary deliberations at a strategic level through the adoption and updating of a strategic plan to provide long-range direction over a three-year period. The strategic plan shall:

- Define long-term outcomes that the township board wishes to achieve
- Facilitate introduction of new programs or services in a logical, rational manner
- Link program objectives to resource development
- Be adjusted annually for changes in environment
- Be reviewed as part of the budget process to align township resources with the strategic plan goals and objective

### **EVALUATING PROGRAMS AND SERVICES**

The Township Board shall establish, monitor and evaluate measurable objectives in the strategic plan that defines when success has been achieved. The Township Board shall use surveys, benchmarking, and internal reviews to evaluate the township's programs and services.

### **RESPONSIBILITIES OF TOWNSHIP BOARD MEMBERS**

Township Board members shall:

- Keep current on issues affecting the Township
- Attend all board meetings unless there is a conflict or unforeseen emergency
- Vote upon all questions unless there is a conflict-of-interest present
- Encourage the free expression of opinion by all board members
- Assist new members in understanding their role and responsibilities as Board members
- Take no individual action that will compromise the Township and respect confidentiality of privileged information

### **BOARD CONSULTANTS**

The Township Board reserves to itself the authority to appoint the following consultants:

1. Attorney
2. Auditor

A written agreement will be executed between the Board and any consultant that identifies the:

1. Term/length of the agreement
2. Services to be provided
3. Payment method (*retainer, hourly or by project*)
4. Payment schedule
5. Documentation of services provided for payment (*details to be included in statements*)
6. Method of resolving disputes
7. Township officials/employees authorized to direct work or assign tasks to consultant

## **CONTRACTS**

All contracts entered into on behalf of the Township must be authorized by the Township Board. As the legal agent of the Township, the Supervisor has statutory authority to sign a contract that the Township Board has approved. The Township Board may direct other Township personnel as appropriate, to sign a contract that the Board has authorized, in addition to or instead of, the Supervisor. This shall also follow the Independent Contract Agreement guidelines.

## **PROPERTY**

A Township Board resolution adopted by a majority of the Board members serving is required for the Township to acquire property for public purposes by purchase, gift, condemnation, lease, construction or otherwise, or to convey or lease Township-owned property or any part of Township-owned property not needed for public purposes.

A “majority of the Board members serving” is calculated by taking the total number of Board members and subtracting vacant positions and any member(s) abstaining on the vote. Members who are absent are counted.

## **STEWARDSHIP**

The Township Board delegates to Township officials and employees the responsibility to protect the Township’s assets, through such means that include insurance, and which include its land, buildings, property and bank funds, as well as protecting its image through positive public relations.

## **LITIGATION**

The initiation of any lawsuit, litigation, claim for injunctive relief, writ of mandamus or other legal proceeding requires a majority vote of the Township Board, except when there are extenuating circumstances. The Supervisor is authorized to remedy the circumstances as defined in this section.

“Extenuating circumstances” are defined as an emergency situation that cannot wait until a special or regular meeting of the Board or a situation in which a violation of any state, federal or local ordinance constitutes a public nuisance or otherwise endangers the public and in which the continued existence of such a condition, emergency or violation is detrimental to the health, safety and welfare of the Township.

“Extenuating circumstances” also include any situation where the continued existence of any condition, emergency or violation may jeopardize the legal position of the Township in securing the intended remedy in any lawsuit, litigation, claim for injunctive relief, writ of mandamus or other legal proceeding.

The Township Board reserves the authority to authorize and direct the course and conduct of any lawsuit, litigation, claim for injunctive relief, writ of mandamus or other legal proceeding, notwithstanding its initiation for extenuating circumstances.

## CASH HANDLING AND RECEIPTING POLICY

### **PURPOSE**

To provide policies and procedures for the accounting, safekeeping, cash handling and deposit of Tilden Township funds and to identify special services provided by the Treasurer.

### **AUTHORITY**

The Treasurer is charged with the authority and responsibility of all Tilden Township cash in a timely and efficient manner. Positions that are authorized to receive cash for the Treasurer are the Deputy Treasurer and the Office Manager/Secretary. Responsibilities include but are not limited to:

1. The receipt, handling, and deposit of Tilden Township cash into the authorized bank accounts.
2. The method of tracking and documentation of all such transactions.
3. Regular reporting of cash to the Clerk and the Board.
4. Inspection of cash records, including overages and shortages.

### **REVENUE SOURCES**

Monies received may be in the form of cash, coin, check, credit card EFT, ACH, and/or wire transfers from governmental agencies, businesses, and individuals. Payments are made in person, by U.S. mail, or transmitted electronically by bank, ACH, or Fed Wire Transfer.

Payments are for various types of services including, but not limited to, are water, property taxes, miscellaneous debris, permits, licenses, dump tickets, landfill, hall and pavilion rentals.

All monies received must be processed using the Cash Receipting process and preparation of a weekly and/or needed deposit into the Township's bank accounts.

### **RECEIVING CHECKS**

Accepting and Cashing Checks

1. No two-party checks shall be accepted.
2. No cash may be given back to a customer on a check transaction.
3. No employee personal checks shall be cashed.
4. Unsigned checks are not accepted. If the unsigned check is received in person, ask the customer to sign the check. If received, via USPS, mail the check back to the resident requesting their signature and to return for processing.

Check endorsements

1. All checks shall be stamped with the designated stamp "For Deposit Only."

### **RECEIVING CREDIT/DEBIT CARDS**

Must be PCI (Payment Card Industry) compliant, which are technical and operational standards that businesses must follow to secure and protect credit card data provided by cardholders.

1. General Requirements:
  - a. Must have hardware and software to initiate an export record into BS&A cash receipting system.

- b. The credit/debit credit transaction is encrypted and transmitted to the merchant processor. No credit/debit card information is to be stored on the Tilden Township server.

### **RECEIVING CASH**

The Township Treasurer will have three cash drawers to exchange currency in order to make change for a cash financial transaction. The cash drawers will be balanced, via Cash Receipting, by either the Treasurer, Deputy Treasurer and Office Manager/Secretary every week day and/or needed basis.

### **RECEIPTS**

If a receipt is requested and/or needed the Treasurer, Deputy Treasurer and/or Office Manager/Secretary shall provide a receipt via the Cash Receipt module in BS&A. Monies are entered in thru the Cash Receipting module. If check is returned, the receipt is void.

### **POSTING OF CASH RECEIPTS**

The Treasurer, Deputy Treasurer and Office Manager/Secretary are responsible for all cash, check and/or credit card payments. They shall provide a report of all money received and the purpose of the amount received. All monies received will be posted to the Cash Receipting module of BS&A. Each payment is linked to an account number and/or GL number that will be applied but not limited to a Tax, Utility, and/or miscellaneous payments. A deposit report is created by the Treasurer and filed with the deposit slip received from the Financial Institution.

### **OVER AND UNDER AMOUNTS**

All deposits that are over or under in the amount of five dollars will need to be entered into the system in the over or under GL account.

### **DEPOSIT PROCEDURES**

The Treasurer and/or Deputy Treasurer will make all deposits to the bank following Township procedure. The Treasurer may authorize other Township personnel to make deposits if the Township Board has agreed to incorporate that function in the job description for that position. Deposit receipts are to be attached to the appropriate report and filed. Under no circumstances shall money be kept, pending deposit, overnight outside of the Township. Monies shall be kept in the safe.

Best practice is that no same person shall receive money in, input the transaction in the software and do the deposit.

## CREDIT CARD POLICY

### **AUTHORIZATION**

The Treasurer is responsible for issuing and monitoring compliance with the Tilden Township's credit card policy. Credit cards are not to be used due to convenience but if other means of payment are not available or they are an approved credit card purchase.

### **PURPOSE**

Township credit cards may be used by an office or employee of the Township for the purchase of goods or services for the official business of the Township. The use of credit cards is limited to the following:

1. Purchase of capital outlays up to \$500 for travel, meals and accommodation while on Township business (excluding expenses incurred in operating a privately owned vehicle).
2. Gas, oil and other necessary expenses incurred in operating Township-owned vehicles.
3. Purchase of supplies from vendors that are not in the local vicinity and online vendors but not to exceed \$1,000 without following the Purchasing Policy guidelines.
4. In an emergency follow the Purchasing Policy guidelines and verify with the Treasurer on payment protocols.

### **RECEIPTING**

A copy of the vendor's receipt is to be submitted to the Treasurer. All receipts will be attached to the appropriate credit card bill and processed for payment. If no credit card slip/receipt was obtained the employee shall submit a signed voucher that shows the name of the vendor, purchase description, date and amount of the transaction. The credit card statement and receipts will be given to the Clerk to process and pay following the Accounts Payable Policy.

The Clerk shall review each credit card statement to ensure that all transactions comply with the Township.

### **RESPONSIBLE**

An official or employee is responsible for the credit cards protection and custody. If a credit card is lost or stolen or not returned by officer/employee, the Treasurer shall be notified. The entity issuing the lost or stolen credit card shall immediately be notified to cancel the card.

An officer or employee issued a credit card shall return the credit card to the Treasurer upon termination of his or her employment or service with the Township.

### **PAYMENT**

Payment will follow the Accounts Payable policy guidelines.

## FEDERAL PROCUREMENT CONFLICT OF INTEREST POLICY

### **PURPOSE**

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services and construction or repair projects paid for in part by federal funds and required under 2C.F.R. 200.318(C)(1).

### **POLICY**

This policy applies when procuring goods (apparatus, supplies, materials and equipment), services and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents including subrecipients of the requirements of this policy and any additional prohibitions of requirements.

### **CONFLICTS OF INTEREST**

In addition to the prohibition against self-benefiting from a public contract under Public Act 317 of 1968 and other applicable state law, no officer, employee or agent of Tilden Township may participate directly or indirectly in the selection, award or administration of a contract supported by federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract.

1. The employee, officer or agent involved in the selection, award or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

### **Gifts**

In addition to the prohibition against accepting gifts and favors from vendors and contractors under state law, officers, employees and agents of Tilden Township are prohibited from accepting or soliciting gifts gratuities, favors or anything of monetary value from contractors, suppliers or parties to subcontracts. Items of nominal value, valued at less than \$ 100.00 which fall into one of the following categories may be accepted.

1. Promotional items
2. Honorariums for participation in meetings or
3. Meals furnished at banquets

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

**VIOLATION**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

## FINANCIAL INSTITUTIONS POLICY

### PURPOSE

The purpose of this policy is to list approved Financial Institutions that the Tilden Township Board approves for the Treasurer to conduct Township business in.

### APPROVED

List of the approved financial institutions are listed below

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| A. Embers Credit Union              | F. Michigan Class                |
| B. First Bank                       | G. Nicolet National Bank         |
| C. Flagstar Bank                    | H. Range Bank                    |
| D. Honor Credit Union               | I. River Valley Bank             |
| E. Marquette Community Credit Union | J. TruNorth Federal Credit Union |

### EXCEPTION

If a financial institution is offering a time-sensitive, interest-bearing account that would be financially beneficial to the Township. The financial institution would need to follow the Investment Policy guidelines.

### APPROVAL

Transactions must be signed by the Clerk or Deputy Clerk and the Treasurer or Deputy Treasurer.

## FINANCIAL REPORTS POLICY

### **PURPOSE**

The purpose of this policy is to establish monthly and/or quarterly report requirements that are to be provided to the Tilden Township Board.

### **REPORTS**

The Clerk shall provide the Township Board:

- A. Quarterly: Revenue and Expenditure report
- B. Quarterly: Trial Balance report
- C. As required: Recommended budget amendments
- D. Monthly: Check list report that lists all accounts payable.

The Treasurer shall provide the Township Board:

- A. Quarterly: Investment Report that includes the name of financial institution, type of investment, anticipated yield and date of maturity
- B. Monthly: Cash activity by fund that includes the deposits, checks, withdrawals and interest
- C. Monthly: Summary report of Cash activity by bank account, certificate of deposit and investment account that includes the balance and interest incurred

All elected officials shall review the financial reports prior to the Board meeting and shall recommend to the Board any necessary budget amendments or fund transfers.

The cash balances of the various funds shall be reconciled to the bank statements monthly. The Treasurer must keep track of the total cash and investments allocable to each fund and must review these reconciliations to each month's bank statements. The Treasurer and Clerk will both receive copies of all bank statements. The Treasurer will reconcile the bank accounts, print the bank reconciliation, initial the bank statement and provide them to the Clerk. The Clerk will review the bank reconciliation, finalize the reconciliation and initial that it is completed. The signed bank statements will then be filed for record keeping. Bank statements and reconciliations shall be retained for audit purposes by the Treasurer and Clerk.

## FREEDOM OF INFORMATION ACT (FOIA) GUIDE POLICY

The Michigan Freedom of Information Act (FOIA) requires that public bodies grant full and complete access to information regarding the affairs of their operations. This Act provides for public access to certain records; permits certain fees; prescribes the powers and duties of certain public officers; and provides remedies, penalties and repeals to certain acts and parts of acts.

The Freedom of Information Act is designed to implement a strong state policy that all records maintained by government, unless exempted, are to be made available to the public upon request.

As a public body, Tilden Township, is required to assure that all persons (except those incarcerated in state or local correctional facilities) are entitled to full and complete information if the procedures of the Act are followed. Information covered under the FOIA include business transactions and paperwork maintained, received, and generated as part of the governmental unit.

A person requesting to inspect public records will be provided a scheduled appointment date and time during regular office hours. This is so employees can gather the documents and provide an area for inspection. On rare occasions it may be necessary to schedule an appointment outside of regular office hours. This will be accommodated providing both parties agree to the appointment time.

### **PURPOSE**

The purpose of this policy is to assure compliance with the Freedom of information Act as required and permitted by statutes.

### **RECEIVING REQUEST**

The Supervisor, working with the Office Manager/Secretary, is the designated FOIA Coordinator.

FOIA requests must be stamped "received", initialed and dated. The FOIA Coordinator must be notified of any extraordinary requests prior to processing. (Extraordinary examples: a large volume of material, information requested covers many years and may require considerable staff/computer time, the estimated cost will be over \$25.00, etc.).

Requests for departmental information that is furnished to the general public on a regular basis, should not be treated as a FOIA request. Examples of this type of information are documents that are available on the township website, pamphlets, loose-leaf publications, and other printed materials produced for public information and disclosure. In addition, departmental guidelines, manuals and forms, adopted or used by the agency in the discharge of its functions should also be made available without a FOIA request, providing they are not eligible for exemption.

All denials under this act must be authorized and cite the reason for denial.

Requests under the FOIA must meet the following requirements:

1. All FOIA requests must be submitted in writing. If you require assistance with writing or translating, please contact the FOIA Coordinator. Requests received by facsimile,

electronic mail, or other electronic means are considered received the first business day following the transmittal.

- a. Should an electronic email be delivered to a spam or junk mail folder, the time period will begin one day after the public body becomes aware of the electronic request.
2. The requested information must be identifiable. The written request should describe the public record sufficiently to enable the public body to find the public record.
3. The requested document and/or information must exist.
4. The requested records should not be exempt from disclosure under the Act as referenced in MCL 15.243.
5. The FOIA request can be a single (one-time) request or a renewable subscription request (information disseminated on a regular basis for up to six months).
6. Prisoners in state, county, or federal correctional facilities are not entitled to make requests.

### **RESPONDING TO REQUEST**

The FOIA Coordinator shall determine the scope of the FOIA request. (e.g. the time required to search for, examine, separate/delete exempt information, and/or copy the requested records).

Tilden Township may charge fees for reproducing requested records in accordance with Section 4 of the FOIA. (MCL 15.234)

1. Tilden Township will use the established FOIA fees as outlined in the attached fee schedule to estimate the cost of providing the requested information.
2. The first \$50 of a fee shall be waived for a person who qualifies as indigent per attached Affidavit of Indigency form.
3. The FOIA Coordinator shall periodically review and recommend FOIA fee adjustments to the Tilden Township Board.

In accordance with the Act, unless otherwise agreed to in writing by the person making the request, the request shall be responded to within 5 business days by doing one of the following:

1. Process and grant the request
2. Issue a written notice to deny the request
3. Grant the request in part and issue a written notice to deny the request in part
4. Under unusual circumstances (See MCL 15.232(g)), issue a notice to extend the response period by 10 business days
5. If the cost of the request is expected to exceed \$100, issue a notice to the requestor to provide a 50% good faith deposit prior to processing the request.

### **PUBLIC INSPECTION OF RECORDS**

Upon receiving a verbal request to inspect township records, the township shall furnish the requesting person with a reasonable opportunity and reasonable facilities for inspection and examination of its public records.

A personal shall be allowed to inspect public records during usual business hours, no more than four hours a day. The public does not have unlimited access to township offices or facilities, and

a person may be required to inspect records at a specified counter or table, and in view of township personnel.

Township officials, appointees, staff or consultants/contractors, assisting with inspection of public records shall inform any person inspecting records that only pencils, and no pens or ink, may be used to take notes.

In coordination with the official responsible for the records, the FOIA Coordinator shall determine on a case-by-case basis when the township will provide copies of original records, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or data base not available for public inspection.

The Tilden Township Supervisor/FOIA Coordinator is responsible for identifying if records or information requested by the public is stored in digital files or e-mail, even if the public does not specifically request a digital file or e-mail.

A person cannot remove books, records or files from the place the township has provided for the inspection.

No documents shall be removed from the office of the custodian of those documents without permission of the custodian, except by court order, subpoena or for audit purposes. The official shall be given a receipt listing the records being removed. Documents may be removed from the office of the custodial of those documents with permission of that custodian to accommodate public inspection of those documents.

### **COPIES MAY BE REQUIRED TO ENABLE PUBLIC INSPECTION OF RECORDS**

In coordination with the official responsible for the records, the FOIA Coordinator will determine (by policy on a case-by-case basis, or both) when the township will provide copies or original records, to allow for blacking our exempt information, to protect old or delicate original record, or because the original record is a digital file or database not available for public inspection.

### **EXEMPTIONS**

Per MCL 15.243, FOIA permits a public body to withhold from public disclosure some specific information. To follow is an incomplete list (please refer to MCL 15.243 for a complete list):

1. Specific personal information about an individual if the release would constitute a clearly unwarranted invasion of that individual's privacy.
2. Investigating records compiled for law enforcement purposes, but only to the extent that disclosure would do any of the following:
  - a. Interfere with law enforcement proceedings,
  - b. Deprive a person of the right to a fair trial or impartial administrative adjudication,
  - c. Constitute an unwarranted invasion of person privacy,
  - d. Disclose the identity of a confidential source or, if the record is compiled by a criminal law enforcement agency in the course of a criminal investigation, disclose confidential information furnished only by a confidential source,
  - e. Disclose law enforcement investigative techniques or procedures,
  - f. Endanger the life or physical safety of law enforcement personnel.
3. Records or information specifically described and exempted by other statutes;

4. Information or records subject to the attorney-client privilege;
5. Information or records subject to physician-patient privilege;
6. Sealed Bids prior to the public opening;
7. Records or information relating to a civil action in which the requesting party and the public body are parties;
8. Social Security Numbers.

### **COSTS**

A public body has the right to charge for information provided under the Freedom of Information Act. Such a charge is limited to actual mailing costs and the actual costs of duplication or publication, including labor and the cost to search, examine, review, and redact exempt information. A fee shall not be charged for the costs of search, examination, review, and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the public body. The Tilden Township Board defines "unreasonably high costs" as greater than one hour of staff time.

An individual who submits an affidavit of Indigency is eligible for fee reduction if the following do not apply:

1. The individual has previously received discounted copies two or more times during the past 365 days
2. The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual making the request

### **APPEAL**

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal to the Township Board by a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial, or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If you are successful in asserting the right to inspect or to receive a copy of a public record or a portion of a public record in court, the court will award reasonable attorney fees, cost, and disbursements.

## FUND BALANCE POLICY

### PURPOSE

The purpose of this policy is to establish an appropriate level of fund balance in the General, Fire/Garbage and Road Fund. To define the components of fund balances and direct officials in the methods to be used for increasing or decreasing fund balances when trends indicate fund balances will fall outside of the minimum or maximum levels.

A fund balance policy can help ensure that the Township has sufficient cash flows to meet its operating needs. Local government revenues are often cyclical, and having a sufficient fund balance can become necessary to get through times in the budget where revenue is low.

A fund balance policy ensures stable services are delivered, future needs are met, and financial stability is protected. Financial flexibility, provided by adequate fund balance, is needed to cushion the impact of unanticipated emergencies and revenue shortfalls.

### DEFINING FUND BALANCE

Fund balance is created from excess revenues over expenditures. It is a fund's net assets, mostly made up of cash and investments and, unless otherwise restricted, available for spending. There are five components of fund balance. The Township will only use three components: Committed, Assigned and Unassigned.

1. **Non-spendable Fund Balance:** This portion of fund balance is non-spendable because of its form or because of legal and contractual requirements.
2. **Restricted Fund Balance:** This portion of fund balance is restricted due to external limitations placed on the use of funds. The restriction typically comes from outside the local government as a condition of the revenue source.
3. **Committed Fund Balance:** This portion of fund balance has a limitation in place by a formal action of the majority of the Board prior to the end of the fiscal year. The limitation remains binding until the Board takes formal action to remove it. An example of a committed fund amount would be capital projects.
4. **Assigned Fund Balance:** This portion of the fund balance is assigned to reflect the intended use of the resource. The assignment of funds come from the Board, or a designee of the Board, and to remove or modify assigned funds shall only be done with approval from the Board. An example of an assigned fund balance amount would be projected future total expenditures for the year.
  - a. No funds other than the General Fund may have Unassigned Fund Balance, therefore any amounts remaining in excess of non-spendable, restricted, or committed funds in funds other than the General Fund will automatically be reported as Assigned Fund Balance.
  - b. If any portion of existing fund balance will be used to eliminate a projected deficit in the subsequent year's budget, this amount will also be categorized as Assigned Fund Balance.
5. **Unassigned Fund Balance:** The General Fund, and no other governmental fund, may have resources that cannot be classified in one of the four categories described above. Only the General Fund can report a surplus, an Unassigned Fund Balance.

## **LEVELS OF FUND BALANCE**

The Township will establish and maintain levels of fund balance for the General, Fire/Garbage and Road Funds as follows:

### **1. General Fund**

- a. Committed fund balance is the allocated amount for Capital Projects for the current fiscal year which is set at \$240K for FY '26-'27.
- b. Minimum assigned fund balance shall be an average of the previous three years budgeted expenditures and shall save a minimum of one years' worth.
  - i. I.e. The average amount of expenditures from FY '24 – '26 is \$730K so the minimum fund balance amount would be \$730K
- c. Maximum assigned fund balance shall be an average of the previous three years budgeted expenditures with a minimum of one year of expenditures saved plus an emergency reserve of \$1,000,000.
- d. Unassigned fund balance will be the current fund balance minus the committed, assigned fund balances and the next fiscal year's projected expenditures.
  - i. If unassigned fund balance approaches a level that greatly exceeds 50% of expenditures, the township board will consider using unassigned fund balance for the following purposes: pay down future debt, transfer funds to capital projects fund for future capital improvements, and/or other future obligations of the Township.

### **2. Fire/Garbage Fund**

- a. Committed fund balance is the allocated amount for Capital Projects for the current fiscal year.
- b. Minimum assigned fund balance shall be an average of the previous three years budgeted expenditures and shall save a minimum of three years' worth.
  - i. I.e. The average amount of expenditures from FY '24 – '26 is \$325K so the minimum fund balance amount for three years would be \$975K.
- c. Maximum assigned fund balance shall be an average of the previous three years budgeted expenditures, with a minimum of two years of expenditures saved plus an emergency reserve of \$1,205,000.

### **3. Road Fund**

- a. Committed fund balance is the allocated amount for Capital Projects for the current fiscal year which is set at \$100K for FY '26-'27.
- b. Minimum assigned fund balance shall be an average of the previous three years budgeted expenditures and shall save a minimum of one years' worth.
  - i. I.e. The average amount of expenditures from FY '24 – '26 is \$500K so the minimum fund balance amount would be \$500K
- c. Maximum assigned fund balance shall be an average of the previous three years budgeted expenditures, with a minimum of one year of expenditures saved plus an emergency reserve of \$390,000.

2026						
Fund	Fund Balance as of 3/26	Committed	Assigned		Unassigned	FY '27 Proposed Expenditures
General	\$3,000,000.00	\$ 240,000.00	Min.	\$ 630,000.00	\$552,000.00	\$578,000.00
			Max	\$ 1,630,000.00		
Fire/Garbage	\$2,450,000.00	\$ -	Min.	\$ 975,000.00	\$ -	\$270,000.00
			Max	\$ 2,180,000.00		
Road	\$1,200,000.00	\$ 100,000.00	Min.	\$ 500,000.00	\$ -	\$210,000.00
			Max	\$ 890,000.00		

Financial flexibility, provided by adequate fund balance, is needed to cushion the impact of unanticipated emergencies and revenue shortfalls. These include loss of major taxpayers, loss of state revenue sharing, infrastructure emergencies and other economic distresses that serve to impair the township's ability to deliver essential community services. Without this cushion taxpayers would be subject to millage increases, cuts in services, and/or deferred investment in and maintenance of infrastructure.

Fund balance levels will be analyzed each fiscal year, typically in March and will be adjusted accordingly.

**MAINTAINING FUND BALANCE**

When fund balances approach its minimum threshold, the annual adopted budget should include an increase to fund balance each year until the fund balance is back above the minimum threshold. If the reduction in fund balance is due to a temporary issue, such as a capital improvement emergency, then the adjustments to future spending should be for one-time items, such as capital improvements. If the reduction in fund balance is due to a long-term issue, such as insufficient revenues for operating expense, then the adjustments to future spending should be for long-term items, such as changes to services provided.

When fund balances approach its maximum threshold, the annual adopted budget should include a decrease to fund balance each year until the fund balance is back below the maximum threshold. If the accumulation in fund balance is due to a temporary issue, such as the sale of a capital asset, then the adjustments to future spending should be for one-time items, such as capital improvements. If the accumulation in fund balance is due to a long-term issue, such as revenues in excess of operating expenses, then the adjustments to future spending should be for long-term items, such as changes to services provided.

## GARBAGE AND RECYCLE POLICY

### **PURPOSE**

The purpose of this policy is to promote recycling and garbage cleanup. Thereby reducing the amount of solid waste that is deposited in the Marquette County Solid Waste Management Authority's landfill facility.

### **GARBAGE COLLECTION**

In agreement with North Country Disposal, Tilden Township residents' garbage will be picked up on a weekly basis. If unable to have garbage picked up there is a dumpster located at the Hall for residents to use.

### **RECYCLE COLLECTION**

In agreement with 906 Recycling each resident will receive a container for approved recycles that will be picked up on a weekly basis. If unable to have recycles picked up there is a dumpster located at the Hall for residents to use.

Trailer will be parked near the garage in National Mine for all glass recyclables.

### **DUMP AND TIRE TICKETS**

Each Property Owner and/or Resident will be granted a total of five tickets, either dump and/or tire tickets, for each calendar year.

Dump and Tire tickets will be available at the hall. A form will be utilized which will track the residents name, address, and number of tickets given.

In years past, there have been promotions of tire disposal days which will be posted on the website listing days/times.

### **LANDFILL**

If a resident is unable to utilize the West End Transfer station for disposal of materials, use the County landfill upon application and approval. A \$100 good faith deposit is required. Once the bill is received from the landfill, the resident will be billed the difference due per the Accounts Receivable guidelines or reimbursed following the Accounts Payable guidelines.

## HALL AND PAVILION RENTAL POLICY

### PURPOSE

To set policies and procedures in place for the rental of the Tilden Hall and pavilions for the residents.

### RESIDENT

A resident is one who owns property and/or resides within the Township of Tilden and can provide documentation or identification with proof of residence in Tilden Township.

### FEES

The following table shows the rental fees for residents:

Event	Charge	Refund
Family use for funeral or luncheon	No charge	
Parties for up to 100 guests/invites	\$100.00	\$50.00
Wedding Receptions or Parties with more than 100 guests/invitees	\$350.00	\$200.00
Pavilion rental	\$50.00	\$25.00

The fee must be paid by the resident prior to renting either the hall or pavilion.

### INSURANCE

Renter of Hall and/or Pavilion shall maintain, at its sole expense, liability insurance protecting and insuring both the Renter and the Tilden Township from all claims for injury or damage to person or property arising out of the use of the Property by Renter. The amount of the insurance shall be not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) per occurrence for accident, bodily injury, or death and not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) for property damage. Tilden Township shall be named as an additional insured in connection with the activities contemplated in this Agreement, to be stated explicitly on the Certificate(s) of Insurance, and Renter must provide Tilden Township with written proof of such coverage, a week prior, as a condition precedent to this Agreement, and before Renter is permitted to utilize the Hall and/or Pavilion.

### AGREEMENT

Resident **may** have access to the hall and/or pavilion the day prior after 3pm and thru the day of their event dependent on other rentals scheduled. In the event of a funeral in which the hall or the pavilion is needed, special accommodations will be made to allow for the family, if at all possible. Wedding receptions or parties with more than 100 guests will have access to the hall the day prior starting at 3pm and have until the following day, following the event, at 12pm to clean. If other special accommodations are needed for an event, approval will need to be granted by two or more board members. Hall or Pavilion is reserved on a first come, first serve basis, and the rental will be granted to the first paying party. The front office will work with the residents to verify payment is received, etc. The renter must abide by the conditions listed on the Hall and Pavilion Rental Agreement. Maximum occupancy is 160. **Attached.**

### REFUND

Refund will be issued to the renter if upon confirmation of compliance with the terms contained

within the above-mentioned agreement and will follow the Accounts Payable guidelines.

**CANCELLATION POLICY**

If renter cancels either the Hall and/or Pavilion Rental 30 days prior a full refund will be issued. If the cancellation is less than 5 business days prior a deposit of 50% will be kept unless it is an emergency and/or unforeseen circumstances with approval by two board members.

DATE OF PARTY	_____
NAME	_____
PARTY TYPE	_____
DATE RESERVED	_____
PAID	CK# _____ CASH _____

## TILDEN TOWNSHIP HALL RENTAL AGREEMENT

The parties hereto agree to the following terms and conditions:

1. Parties. The parties hereto include Tilden Township, MI, and the person(s) or entity identified below (the "Renter"). The Renter affirms they are a resident or taxpayer of Tilden Township, MI, and are over the age of 21.

2. Scope, Payment and Use. Tilden Township agrees to provide the Renter with use of the Tilden Township Hall for the following dates and times:

Date: \_\_\_\_\_ Times: \_\_\_\_\_

Renter agrees to pay Tilden Township the required fee and utilize the Hall consistent with the terms contained herein, including: 1) no admission may be charged to guests; 2) noise must be kept to reasonable levels; 3) maximum capacities must be observed; 4) all exits and pathways must be kept clear and free of obstructions.

3. Rental Fee. The following fee schedule applies to the Hall rental. (Please check the appropriate fee box(es) for the event.)

- Family use for funeral or luncheon. (No Charge)
- Parties for up to 100 guests/invitees. (\$100.00) Refund (\$50.00)
- Wedding receptions or parties with more than 100 guests/invitees (\$350.00) Refund (\$200.00)

The refund (deposit) amount shown above will be returned to Renter upon confirmation of compliance with the terms contained herein and will follow the Accounts Payable guidelines.

4. Attendance Requirement. Renter must be the person/entity hosting the subject event at the Hall and further agrees to be present at the Hall for the entire duration of the subject event.

5. Occupancy. The Township Hall maximum occupancy limit is 160.

6. Decorating, Supervision and Clean-up. No tables, chairs or other objects shall be pushed up against the Hall walls and the sound muffling panels thereon. The Hall sound muffling panels on the walls cannot be decorated or modified in any way, and no push-pins, tape, hooks or other devices may be placed on the walls or ceilings. No glitter, confetti, or similar materials are permitted. Table and chairs must be returned to their original location, and the Hall must be left in pre-event condition as it was found. Renter is responsible for the condition of the Hall following the event, and must leave the Hall clean and free of debris, garbage and any other materials used for or during the event at the Hall. The Hall must be returned to its pre-event condition by the end of the event or if for a Wedding Reception or Party with more than 100 guests no later than noon (12:00 pm) on the day following the event.

7. Damage. Renter is solely responsible for any and all damage to the Hall and/or the grounds surrounding same caused by the event or those attending the event.

8. Insurance. Renter of Hall shall maintain at all times during this Agreement, at its sole expense, liability insurance protecting and insuring both the Renter and the Tilden Township from all claims for injury or damage to person or property arising out of the use of the Property by Renter. The amount of the insurance shall be not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) per occurrence for accident, bodily injury, or death and not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) for property damage. Tilden Township shall be named as an additional insured in connection with the activities contemplated in this Agreement, to be stated explicitly on the Certificate(s) of Insurance, and Renter must provide Tilden Township written proof of such coverage, a week prior to the event, as a condition precedent to this Agreement, and before Renter is permitted to utilize the Hall. *Proof of coverage can be provided via email at [tildentwp@tildentwp.org](mailto:tildentwp@tildentwp.org), via fax at 906.486.6560 or in person.*

9. Alcohol. If Renter intends on furnishing and/or allowing alcohol to their guests or invitees during the rental period for the event, Renter must obtain in advance, or demonstrate an existing coverage under, a policy of liquor liability insurance coverage with limits of no less than \$250,000.00, and naming Tilden Township as an additional insured. Renter must provide written proof of such policy to the Township prior to the event.

10. Defend, Hold Harmless and Indemnify. Renter shall defend, hold harmless and indemnify Tilden Township against any and all claims and actions arising out of or related to any activities contemplated by or in this Agreement, or any occurrences or omissions related thereto.

11. Assign and Sublet. Renter shall not assign or sublet this Agreement in whole or in part to any other entity without the prior written approval of Tilden Township. The parties further agree that the rights granted under this Agreement shall not create any property interest in the Hall for the Renter or the Renter's guests.

12. Supplies. Tilden Township shall provide a 110 cup and a 30-cup coffee pot, dish soap, cleaning supplies, garbage bags, stove and refrigerators. Renter must supply all other supplies such as dish towel and cloths, coffee, creamers, dishes, flatware, serving spoons, pots and pans, serving platters, tin foil and/or plastic wrap, etc. Emergency First Aid Supplies and AED are located in the kitchen.

13. Deposit and Key. Upon confirmation the Hall has been left in pre-event condition, and terms of this Agreement have otherwise been met, the Deposit shall be returned to the Renter. To the extent necessary, the Deposit may be used for costs associated with clean-up, repairs and/or replacement of lost/missing items. The key for the Hall may be picked up 24 hours in advance of the event and must be returned to the Hall no later than noon (12:00 PM) on the first business day following the event or left at the Hall following the conclusion of the event.

14. Termination. Tilden Township reserves the right to terminate this Agreement, retain the entire Rental Fee(s) and require Renter and/or event guests to vacate the premises as follows: a violation of the terms of this Agreement; a violation of any federal, state or local laws or regulation; an emergency; damage to the premises or to personal property including personal property of Renter or guests or personal injury to same; or where guests become unruly and there is a significant threat of damage or injury to persons or property. Tilden Township reserves the right to refuse future rental to those who violate any terms of this Agreement.

15. Law and Venue. Any lawsuit arising out of this Agreement or the use of the Hall shall be governed by Michigan law and venued in Marquette County, MI, in a court of competent jurisdiction.

16. Entire Agreement. This Agreement contains the entire agreement by and between the parties.

The parties hereto agree to the terms contained herein, and affirm same by their signatures below:

**Tilden Township**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**The Renter**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

Hall Phone: 906.486.6580  
Fax # for Insurance: 906.486.6560  
Email: Tildentwp@tildentwp.org

IF AT ANYTIME DURING YOUR EVENT YOU EXPERIENCE ELECTRICAL PLUMBING OR OTHER PROBLEMS, PLEASE CALL SUPERVISOR FRED VANLUVEN: (906) 250-2699 OR DPW SUPERVISOR MATT CHAMPION: (906) 235-9347

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**For Office Use Only:**

Copy of Policy and Cleaning Sheet Given to Renter: \_\_\_\_\_ (Employee's Initials)

Type of Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Contact Information of Renter: \_\_\_\_\_

Rental Fee Amount: \_\_\_\_\_ CK#: \_\_\_\_\_ Cash: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Key Delivered to Renter On: \_\_\_\_\_ Key Color: \_\_\_\_\_ Key Returned On: \_\_\_\_\_

Refund Issued On: \_\_\_\_\_ Refund Amount: \_\_\_\_\_

DATE OF PARTY	_____
NAME	_____
PARTY TYPE	_____
DATE RESERVED	_____
PAID	CK# _____ CASH _____

## TILDEN TOWNSHIP PAVILION RENTAL AGREEMENT

The parties hereto agree to the following terms and conditions:

1. Parties. The parties hereto include Tilden Township, MI, and the person(s) or entity identified below (the "Renter"). The Renter affirms they are a resident or taxpayer of Tilden Township, MI, and are over the age of 21.

2. Scope, Payment and Use. Tilden Township agrees to provide the Renter with use of the Tilden Township Pavilion for the following dates and times:

Date: \_\_\_\_\_ Times: \_\_\_\_\_

Renter agrees to pay Tilden Township the required fee and utilize the Pavilion consistent with the terms contained herein, including: 1) no admission may be charged to guests; 2) can never ask any individual to leave the Recreation Area or place signs that you are having a private party. The Recreation Area is open to the public. You are renting the Pavilion and restrooms only.

3. Rental Fee. The following fee schedule applies to the Pavilion rental.

Family use for funeral or luncheon. (No Charge)

Pavilion rental. (\$50.00 Refund (\$25.00)

The refund (deposit) amount shown above will be returned to Renter upon confirmation of compliance with the terms contained herein and will follow the Accounts Payable guidelines.

4. Attendance Requirement. Renter must be the person/entity hosting the subject event at the Pavilion and further agrees to be present at the Pavilion for the entire duration of the subject event.

5. Clean-up. Renter is responsible for the condition of the Pavilion following the event, and must leave the Pavilion clean and free of debris, garbage and any other materials used for or during the event. Garbage needs to be bagged, placed in cans and locked in the Pavilion. Restrooms are to be cleaned and locked. Wet mop floors in the pavilion and restrooms. Make sure lights are off, windows closed and all doors locked at the Pavilion.

6. Damage. Renter is solely responsible for any and all damage to the Pavilion and/or the grounds surrounding same caused by the event or those attending the event.

7. Insurance. Renter of Pavilion shall maintain at all times during this Agreement, at its sole expense, liability insurance protecting and insuring both the Renter and the Tilden Township from all claims for injury or damage to person or property arising out of the use of the Property by Renter. The amount of the insurance shall be not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) per occurrence for accident, bodily injury, or death and not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) for property damage. Tilden Township shall be named as an additional insured in connection with the activities contemplated in this Agreement, to be stated explicitly on the Certificate(s) of Insurance,

and Renter must provide Tilden Township written proof of such coverage, a week prior to the event, as a condition precedent to this Agreement, and before Renter is permitted to utilize the Pavilion. *Proof of coverage can be provided via email at [tildentwp@tildentwp.org](mailto:tildentwp@tildentwp.org), via fax at 906.486.6560 or in person.*

8. Alcohol. If Renter intends on furnishing and/or allowing alcohol to their guests or invitees during the rental period for the event, Renter must obtain in advance, or demonstrate an existing coverage under, a policy of liquor liability insurance coverage with limits of no less than \$250,000.00, and naming Tilden Township as an additional insured. Renter must provide written proof of such policy to the Township prior to the event.

9. Defend, Hold Harmless and Indemnify. Renter shall defend, hold harmless and indemnify Tilden Township against any and all claims and actions arising out of or related to any activities contemplated by or in this Agreement, or any occurrences or omissions related thereto.

10. Assign and Sublet. Renter shall not assign or sublet this Agreement in whole or in part to any other entity without the prior written approval of Tilden Township. The parties further agree that the rights granted under this Agreement shall not create any property interest in the Pavilion for the Renter or the Renter's guests.

11. Supplies. Tilden Township shall provide garbage bags, and use of the stove and refrigerator. Renter must supply all other supplies such as dish towel and cloths, coffee, creamers, dishes, flatware, serving spoons, pots and pans, serving platters, tin foil and/or plastic wrap, etc.

12. Deposit and Key. Upon confirmation the Pavilion has been left in pre-event condition, and terms of this Agreement have otherwise been met, the Deposit shall be returned to the Renter. To the extent necessary, the Deposit may be used for costs associated with clean-up, repairs and/or replacement of lost/missing items. The key for the Pavilion may be picked up 24 hours in advance of the event and must be returned to the Township Office no later than noon (12:00 PM) on the first business day following the event. There is a drop box located to the right of the front door.

13. Termination. Tilden Township reserves the right to terminate this Agreement, retain the entire Rental Fee(s) and require Renter and/or event guests to vacate the premises as follows: a violation of the terms of this Agreement; a violation of any federal, state or local laws or regulation; an emergency; damage to the premises or to personal property including personal property of Renter or guests or personal injury to same; or where guests become unruly and there is a significant threat of damage or injury to persons or property. Tilden Township reserves the right to refuse future rental to those who violate any terms of this Agreement.

14. Law and Venue. Any lawsuit arising out of this Agreement or the use of the Pavilion shall be governed by Michigan law and venued in Marquette County, MI, in a court of competent jurisdiction.

15. Entire Agreement. This Agreement contains the entire agreement by and between the parties.

The parties hereto agree to the terms contained herein, and affirm same by their signatures below:

## Tilden Township

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## The Renter

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

Hall Phone: 906.486.6580

Fax # for Insurance: 906.486.6560

Email: Tildentwp@tildentwp.org

IF AT ANYTIME DURING YOUR EVENT YOU EXPERIENCE PROBLEMS, PLEASE  
CALL SUPERVISOR FRED VANLUVEN: (906) 250-2699 OR DPW SUPERVISOR MATT  
CHAMPION: (906) 235-9347

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### For Office Use Only:

Copy of Policy and Cleaning Sheet Given to Renter: \_\_\_\_\_ (Employee's Initials)

Type of Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Contact Information of Renter: \_\_\_\_\_

Rental Fee Amount: \_\_\_\_\_ CK#: \_\_\_\_\_ Cash: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Key Delivered to Renter On: \_\_\_\_\_ Key Color: \_\_\_\_\_ Key Returned On: \_\_\_\_\_

Refund Issued On: \_\_\_\_\_ Refund Amount: \_\_\_\_\_

## CLEANING DIRECTIONS AND CHECKLIST FOR HALL

**NOTE:** The person renting the hall **MUST** be in attendance of the function.

The Township will supply coffee pots, dish soap, garbage bags, stove, oven and two refrigerators. The renter must supply dish towels, cleaning rags, dishes, flatware, serving spoons, serving platters, aluminum foil or plastic wrap.

If the cleaning isn't done properly, or if there is any damage to the property, you will not receive a refund. Cleaning supplies are found in the furnace room off of the kitchen.

1. Are bathroom toilets, sinks and floors cleaned and is the garbage emptied?
2. Are the tables and chairs wiped? Use Windex and paper toweling. Set the tables back the way they were – 6 tables with 4 chairs each one.
3. Are the kitchen sinks, counter tops, burners and ovens clean?
4. Are the floors in the hall, kitchen and bathrooms swept and if necessary mopped?
5. Are the carpets in the hallway vacuumed? The vacuum is in the furnace room.
6. Is all the garbage bagged and put into the garbage shed outside?
7. Are the bathroom doors closed and lights/fans off?
8. Are all the windows and hall doors closed and locked?
9. Are the lights turned off?
10. Place the key and checklist on the window ledge of the office window when you leave.
11. Make sure the plug is in the utility sink in the furnace room during winter months.

Failure to comply with these directions will result in loss of deposit, and possibly future hall rental privileges. Please sign and date below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EMERGENCY NUMBERS ARE POSTED NEAR THE TELEPHONE IN THE KITCHEN.**

## CLEANING DIRECTIONS AND CHECKLIST FOR PAVILION

**NOTE:** The person renting the Pavilion **MUST** be in attendance of the function.

The Township will provide the use of the refrigerator and stove and supply garbage bags.

If the cleaning isn't done properly, or if there is any damage to the property, you will not receive a refund.

1. Clean recreation area, pavilion and restrooms.
2. Bag all garbage, place in cans and lock them in the pavilion.
3. Wet mop floors – pavilion and restrooms.
4. Make sure lights are off, windows closed and doors locked on both pavilion and restrooms.

Return key to the hall by 12pm, the following day of the event. There is a drop box located to the right of the front door.

Failure to comply with these directions will result in loss of deposit, and possibly future pavilion rental privileges. Please sign and date below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## INVESTMENT AND DEPOSITORY POLICY

WHEREAS, the Board of Tilden Township, Marquette County, in exercising its fiduciary responsibilities desires to safeguard the funds of the Township that may be invested from time to time, and

WHEREAS, Public Act 77 of 1989, MCL 41.77 requires that the Township Board designate the banks or depositories for the money belonging to the Township, including the time for which the deposits shall be made and all details for carrying into effect the authority given in this act, and

WHEREAS, Public Act 196 of 1997, MCL 129.91, *et seq.*, requires township boards, in consultation with the Township Treasurer, to adopt an investment policy, now

BE IT FURTHER RESOLVED, that the Tilden Township Treasurer is authorized to manage funds belonging to the township, including depositing funds in approved financial institutions and administration of investments in conformance with MCL 41.77 and policies as set forth in this resolution.

### **BANK ACCOUNTS**

All bank accounts shall be in the name of the Township and the Township Treasurer. The use of the Township's tax ID number shall be strictly controlled by the Treasurer and/or Clerk, and it shall not be used to open non-Township bank accounts. Tax collections shall be deposited in a separate bank account in the control of the Treasurer. Bank signature cards shall be kept current and the authorized signers limited to the Township Treasurer, Township Clerk, Deputy Clerk, and Deputy Treasurer.

### **AUTHORIZED DEPOSITORIES**

The Treasurer shall recommend financial institutions for approval for the safekeeping of Township funds based on an evaluation of the performance and solvency of the institution, as well as past performance in exercising due care and prudence in managing the custody of Township funds held in trust, if applicable. The Treasurer shall periodically evaluate approved and potential financial depositories and shall make recommendations as to appropriate changes in approved depositories when warranted. The Board shall approve, by resolution, the financial institutions on an annual basis.

In determining safekeeping and custody qualifications, financial institutions document a minimum capital requirement of at least \$10,000,000 and at least five years of operation. All financial institutions and brokers/dealers shall be pre-qualified by supplying the following:

- A. Audited financial statements
- B. Proof of NASD certification or FDIC insurance
- C. Proof of state registration
- D. Certification of having read, understood and agreement to comply with the Tilden Township investment policy.

The Treasurer shall annually examine the financial condition and registrations of qualified financial institutions and brokers/dealers by obtaining annual updates of the information listed above.

BE IT FURTHER RESOLVED, That when the Treasurer's analysis of the Township's cash flow requirements reveal that surplus funds will not be required to meet current expenditures for a specific length of time, the Treasurer is authorized to make prudent investments for a length of time that will provide a reasonable return on investment yet ensure that such funds will be available when needed and will not be exposed to undue risk. The Treasurer is authorized to invest township funds in the following instruments:

- A. Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- B. Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution, but only if the financial institution is eligible to be a depository of funds belonging to the state under a law or rule of this state or the United States.
- C. Bankers' acceptances of United States banks.
- D. Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.
- E. Mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of either of the following:
  - a. The purchase of securities on a when-issued or delayed delivery basis.
  - b. The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
  - c. The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.
- F. Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the Urban Cooperation Act of 1967, Public Act 7 of 1967, (*Ex Sess*), MCL 124.501.
- G. Investment pools organized under the Surplus Funds Investment Pool Act, Public Act 367 of 1982, MCL 129.111.
- H. The investment pools organized under the Local Government Investment Pool Act, Public Act 121 of 1985, MCL 129.141.
  - a. Investments in mutual funds shall be limited to securities whose intention is to maintain a net asset value of \$1.00 per share.

BE IT FURTHER RESOLVED, the Township Board, upon recommendation of the Tilden Township Treasurer may authorize the Tilden Township Treasurer to make investments of longer than six months with prior approval of the board.

BE IT FURTHER RESOLVED, That the objectives of this policy are to:

- A. maintain safety of principal of township funds;
- B. maintain a diversified investment portfolio;
- C. maintain adequate liquidity; and
- D. achieve a market rate of return on relatively safe investment instruments.

To accomplish these objectives, decisions and actions involving the Township's investment portfolio shall meet the following criteria:

### **SAFETY**

Safety of principal is the foremost objective of Tilden Township's investment practices. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The Treasurer shall minimize credit risk by investing only in the safer types of securities, pre-qualifying financial institutions, brokers/dealers, intermediaries, and advisers with whom the township will do business; and diversifying the investment portfolio so that the impact on the investment portfolio resulting from losses on individual securities will be minimized.

### **DIVERSIFICATION**

The investments shall be diversified by avoiding over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities). Investments shall have varying maturities. Investment instrument selection shall avoid high credit risks and shall include use of readily available funds such as local government investment pools or mutual funds to maintain sufficient liquidity.

### **LIQUIDITY**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Securities shall have maturity dates concurrent with cash flow needs. Securities with active secondary or resale markets, as well as money market mutual funds offering same-day liquidity for short-term funds shall also be used to ensure liquidity. The Treasurer shall minimize interest rate risk by avoiding the need to sell securities prior to maturity and investing operating funds primarily in short term-securities, money market mutual funds or similar public investment pools. Securities shall not normally be sold prior to maturity except to minimize loss of principal; to improve the quality, yield or target duration in the portfolio; or to meet liquidity needs.

### **RETURN ON INVESTMENT**

The investment portfolio shall be designed to attain a market average rate of return during budgetary and economic cycles while taking into account investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity objectives. The core of investments is limited to relatively low risk securities, and a fair rate of return relative to risk is assumed.

BE IT FURTHER RESOLVED, That the Treasurer shall make such investments and only such investments as a prudent person would make in dealing with the property of another, having in view the preservation of the principal and the amount and regularity of the income to be derived.

The standard of prudence to be used shall be the "fiduciary" standard and shall be applied in context of managing an overall portfolio.

BE IT FURTHER RESOLVED, The Treasurer may elect to have certificates and other evidence of investments held by a financial institution, provided that the financial institution presents to the Township Treasurer sufficient documentation and acknowledgment of the investment instruments held on behalf of the Township.

BE IT FURTHER RESOLVED, That the Treasurer shall refrain from personal business activity that could conflict with the proper execution and management of township investments, or that could impair the Treasurer's ability to make impartial investment decisions.

BE IT FURTHER RESOLVED, That the Treasurer shall provide on a quarterly basis a written report to the Township Board concerning the investment of Township funds. (PA 213 of 2007 updated). Any investments made for over six, (6) months shall be approved by the Township Board prior to investing. All monies from the current tax collection and monies budgeted for the current fiscal year shall only be invested in CD's of one hundred & one (101) days or less.

BE IT FURTHER RESOLVED, That the Township shall comply with all applicable statutory standards for investment of public funds as they now exist or as they may be subsequently amended. Any provision of this resolution that conflicts with applicable statutory requirements and standards is void.

The Treasurer may invest in the following U.S. agencies under PA 196.

- A. U.S. Backed:
  - a. Government National Mortgage Association (GNMA or Ginnie Mac)
  - b. Farmers Home Administration
  - c. Small Business Administration
  - d. General Services Administration
  - e. Federal Housing Administration, Dept of Housing & Urban Development
  - f. Washington Metropolitan Transit Authority
- B. U.S. Sponsored:
  - a. Federal Home Loan Banks
  - b. Federal National Association
  - c. Farm Credit System
  - d. Financing Corporation
  - e. United States Postal Services
  - f. Tennessee Valley Authority
- C. Other Agencies:
  - a. International Bank for Reconstruction & Development (World Bank)
  - b. Inter-American Development Bank
  - c. Student Loan Marketing Association (Sallie Mac)
  - d. Federal Home Loan Mortgage Corporation (Freddie Mac)

## MISCELLANEOUS DEBRIS PROCEDURE

### **PURPOSE**

As early as possible in the spring and continuing through the fall the Township Board shall assign a Board member and/or the Sheriff to periodically tour the Township and take pictures of any property that may be in violation of the debris ordinance.

The Township Supervisor shall review any possible violators before the next regular monthly meeting and recommend to the Board which properties are in violation of the ordinance. The Township Board meets on the third Tuesday of each month, unless otherwise published. The Board shall make the final decision on who will get notified of their violation.

A letter with a copy of the procedures and copies of any pictures shall be sent to the property owner by registered mail stating that they have 30 days from the date of the letter to bring their property under compliance.

Any questions or concerns pertaining to the letter and inclusions shall be directed to the Township Supervisor.

### **SCHEDULED TIMELINE**

After the 30 days have passed the Supervisor or designee shall re-visit each property and re-take pictures to ensure that compliance has been done. These pictures shall be presented to the Board as its next regular monthly meeting.

If said property is still not in compliance or there has not been a substantial improvement and continued improvement towards compliance with the ordinance the Board will order the Sheriff to be issuing citations to the property owners. The first citation shall be in the amount of \$300.00. (Approximately 30 days)

If after one more week the property is still in non-compliance and there are no substantial improvements, the Sheriff shall issue a second citation in the amount of \$500.00. (Approximately 37 days)

In the event the property does not come into compliance within one additional week the property owner shall be issued a third citation in the amount of another \$500.00. (Approximately 44 days)

Once the third citation is issued and the property is still in non-compliance the Board shall begin proceedings through the Marquette County Court system to remove such miscellaneous debris and have the cost of the removal, as well as any other costs associated with bringing the property into compliance, invoiced to the property owner and/or added to the next winter tax bill. See MCL 117.4r et. seq.

### **CITATIONS**

First Citation: 31 days \$300.00

Second Citation: 37 days \$500.00

Third Citation: 44 days \$500.00

## PAYMENTS OR REFUNDS ON TAXES OVER/UNDER \$5.00

### **PURPOSE**

The General Property Tax Act P.A. 206 of 1893 (as amended) requires the Treasurer of Tilden Township to collect Real and Personal Property Taxes. Many taxpayers and Mortgage Companies, etc. pay their taxes by personal or bank check via U.S. Postal Service, electronic or credit card as well as cash. The Treasurer may receive payment for an incorrect amount, both deficient and excess of the amount due. This has resulted in refund checks totaling less than \$5.00 and/or a request to the taxpayer to submit the balance due, often amounting to less than \$5.00.

### **PROCESS**

- A. An overpayment of \$5.01 or more will be refunded and processed following the Accounts Payable guidelines.
- B. An overpayment of \$5.00 or less will be either transferred to any tax balance if applicable or processed in accordance with generally accepted tax collection practices.
- C. An underpayment of \$5.01 or more will generate a reminder bill of the balance that is currently due.
- D. An underpayment of \$5.00 or less will be taken from the interest being earned on the tax account.

### **APPROVAL**

The Tilden Township Board approves the Township Treasurer to not request a secondary payment due of any payment amounts totaling \$5.00 or less, once the primary payment has been received and approves the underpayments to be taken from the interest being earned, if \$5.00 or less. Approves the overpayments of taxes totaling \$5.00 or less to either be transferred to any tax balance if applicable or processed in accordance with generally accepted tax collection practices and overpayments of \$5.01 or more be refunded per the Accounts Payable guidelines.

## PAYROLL POLICY

### **PURPOSE**

To ensure the Township complies with Michigan wage and hour laws that regulate the method of payment of wages, the payment of wages upon termination of employment, allowable deductions, income tax withholding and payment of employment taxes, wage garnishments, recordkeeping and maintenance of payroll records.

### **PAYPERIODS**

Township officials are paid, via Check, at the monthly Board meeting for the current month. Employees are paid each Thursday, via Check, for the previous week (Sunday thru Saturday). In the event of a payday falling on a Holiday, paychecks will be issued the day prior.

### **PAYMENT ON TERMINATION**

An employee who voluntarily terminates employment will be paid all wages earned and due as soon as the amount can be determined, or at the latest, on the next regularly scheduled payday. Discharged employees will be paid as soon as the correct amount is determined, or within 7 days of termination.

### **TIMECARDS**

All completed timecards for non-exempt employees shall be submitted to the Supervisor, or applicable Board Member, on the Monday following the end of each pay period. Employee shall document departments worked during the pay period to ensure proper allocation of funds. Timecards will be signed by both the employee Supervisor or applicable Board Member.

### **DEDUCTIONS AND WITHHOLDINGS**

The Township shall comply with federal and state laws regarding Income Tax and Social Security deductions. All voluntary deductions shall be authorized in writing. The Clerk shall be notified at least 5 days prior to the end of the pay period of any changes in voluntary deductions or withholding allowances desired by an employee. The Township shall make appropriate deductions to satisfy any court orders for garnishments or for child or spousal support orders.

### **PAYROLL CHANGES**

A payroll change order or other documentation shall be used to make any employee changes or to add a new employee to payroll. A payroll change order or other documentation must be signed by the Clerk. A new employee change order shall also be accompanied by the following:

1. New Hire Reporting Form
2. I-9 Form
3. W-4 Form (state and federal)
4. Voluntary deduction forms
5. Health Insurance forms

### **PAY ADVANCES**

Pay advances shall not be authorized under any circumstances.

### **PAYROLL PROBLEMS**

Employees shall immediately notify the Clerk of any problems or errors on their paycheck. A written account of the problem and its resolution shall be created by the authorized person.

## PERSONNEL POLICY

### I. Introduction

#### A. Purpose

Tilden Township is an Equal Opportunity Employer whose policy is to select personnel and administer policies without regard to religion, race, color national origin, age, sex, marital status or political affiliation. Tilden Township will maintain a system of uniform and equitable personnel policies and procedures as set forth in this manual.

#### B. Authority

This manual shall take immediate effect upon adoption by the Board. The administration of this manual as a whole shall be the responsibility of the Board and any exceptions to this manual shall be made by the Board.

#### C. Scope

The provisions in this manual shall apply to all full-time, part-time, seasonal and contracted employees. This manual shall also apply to Township Officials and appointed positions where applicable.

#### D. Distribution

A copy of this manual shall be given to all current employees, all new employees, and all appointed positions and well as all Board members upon approval of the Board and whenever changes are made by the Board. The original manual shall be kept at the Township Office.

### II. Staffing

All Tilden Township full-time and part-time employees are “just cause” employees and subject to the progressive disciplinary procedures as set forth in this manual. All on call and seasonal employees are “at will” employees and can be discharged by the Supervisor at any time. The Deputy Clerk, Deputy Treasurer and Deputy Supervisor serve at the pleasure of the Clerk, Treasurer, Supervisor, respectively.

#### A. Size of Work Force

The Board is responsible for the creation of all positions consistent with the needs and budgetary limitations. It is likewise the Board’s responsibility to initiate all layoffs and recalls.

#### B. Recruitment

Tilden Township will recruit for jobs in a manner to attract qualified candidates and to ensure fair and equal competition. Recruitment may include, but is not limited to, posting at the township website, office, advertising and /or notifying the local newspaper, Indeed, MI Works, NMU Skill Center. The posting shall include the job title, job description and minimum qualifications required.

#### C. Nepotism

It is the intent of the Board to not permit nepotism of any kind, however in cases where an official is elected to office while a relative is working for the township the official shall not under any circumstances supervise such employee. The only exception to this provision is the requirement by law for the Clerk and Treasurer to hire a Deputy. In these cases, the Clerk and Treasurer have the sole discretion on their hiring.

#### D. Applications

Persons desiring employment with the Township must complete an application form and resume and submit them to the township office. The Clerk shall keep applications on file for one year from the date of submittal.

#### E. Employee Hiring

The Board shall appoint two Board members to screen applications for vacant positions and make a recommendation to the Board as to the best candidate. The Board will have the opportunity to review all applicants resumes prior to the hiring at a Board meeting.

The appointed Deputies for the Clerk and Treasurer shall be at the sole discretion of the Clerk and Treasurer however the wage compensation of these appointed positions shall be set by the Board and NO fringe benefits as set forth in this manual shall apply to them except for MI Earned Sick Time Act.

On-call and Seasonal workers shall be selected by the Supervisor with notice given to the Board at the next Board meeting and NO fringe benefits as set forth in this manual shall apply to them.

#### **F. Physical Examinations and Background Check**

All Employees of the township shall be required to take a physical examination and drug testing prior to employment. Such examinations shall be paid for by the township and the results of the examination shall be given to the Supervisor for placement in their confidential personal file, which is kept and only seen by the Supervisor, applicable Board Member and/or the employee. All Employees of the township shall have a background check done. Contingent on passing the physical, drug testing and background check the applicant shall be offered a position with the Township. All employees shall possess a valid driver's license.

#### **G. Probationary Period**

All new full-time and part-time employees shall serve a ninety (90) day probationary period. Before the end of the probationary period the Supervisor shall evaluate the employee, report to the Board and the Board shall decide to either retain or discharge said employee. New employees shall receive 85% of the current wage scale during their probationary period and upon completion they shall receive 100% of their current wage scale. ***Exception being, an employee position that requires certification and/or licensing and would follow applicable job requirement guidelines.*** Upon completion of the probationary period, full-time and part-time employees shall also receive all applicable fringe benefits as set forth in this manual.

#### **H. Promotions and Transfers**

The Board may promote or transfer employees to other positions. Such promotions or transfers will be based on the employee's ability and willingness to assume the duties and responsibilities of the position.

#### **I. Layoffs and Recalls**

Should it be necessary to reduce the level of staffing in the Township, the Board shall make all final decisions which positions shall be eliminated and which positions shall be filled. The Board will take seniority into consideration when laying off employees provided such employees are qualified to fill the remaining positions. Conversely the Board will take seniority into consideration when recalling employees provided such employees are qualified to fill the position.

#### **J. Personnel Files**

Personal records are maintained by the Township Clerk for all employees and shall not include any information that would be exempt from being released under the Michigan Freedom of Information Act. Confidential personal files exempt from the Michigan FOIA shall be maintained by the Supervisor in a fireproof locked cabinet.

### **III. Compensation**

#### **A. New Positions**

The Board shall have sole authority for the creation or elimination of any and all positions. A wage scale for all positions shall be adopted by the Board. In setting the wage scale the Board will take into consideration the duties, responsibilities and minimum qualifications, the prevailing wages in

the same labor market and budget limitations. Any employee working in a different position shall be compensated according to that position's wage scale. This shall not constitute a reduction in pay when an employee is assisting in another job of lesser pay.

#### **B. Pay Raises**

Wage and benefit packages for all employees shall be set annually by resolution of the Board at the March meeting. All changes to the compensation package shall take effect on April 1, of each year.

#### **C. Evaluations**

Evaluations of all employees shall be done on an annual basis. The Supervisor or applicable Board member shall monitor the performance of all non-elected employees. The Supervisor or applicable Board member shall discuss any evaluation with the employee prior to presenting the evaluation to the Board. The employee reserves the sole right to request discussion of his/her evaluation in closed session.

#### **D. Paychecks**

All elected officials are paid following the monthly meeting of the Board. All other employees are paid weekly, Sunday through Saturday with payday being on Thursday. All appointed positions that receive compensation shall be paid with the first weekly paycheck follow their appointed meeting.

#### **E. Deductions**

Tilden Township deducts from all employee's paychecks legally required amounts of FICA, State, Federal and Medicare taxes. Employees may request additional voluntary or court ordered deductions from their paychecks to approved vendors.

### **IV. Hours of Work**

#### **A. Work Week**

Full-time employees work a minimum of 30 hours per week and part-time employees work less than 30 per week. Normal hours of work for full-time employees are 8:00 am to 4:00 pm. Part-time employees' normal hours of work shall be set by the Board depending on the need. The Board has the sole discretion to adjust the start/stop time of all positions.

#### **B. Lunch / Breaks**

Employees shall receive a 20-minute paid lunch break usually in the middle of their work day. Full-time employees shall also receive a 10-minute morning break and a 10-minute afternoon break.

#### **C. Time Sheets / Cards**

All employees shall fill out a weekly time sheet. Employees reporting for work at the Township garage shall also punch in and out on a timecard. Time sheets and cards shall be signed by the Supervisor or applicable Board member for approval.

#### **D. Holiday Work**

Employees who are scheduled to work on a designated paid holiday will receive their overtime (1 ½ times the regular) wage in addition to holiday pay. Time and a half (1 ½) plus holiday equals double time and a half.

#### **E. Overtime**

Employees with more than 40 hours per week including vacation, holiday or sick shall be paid overtime at time and a half (1 ½). Non-emergency overtime must be approved by two Board members prior to occurrence. Full-time employees called out to work after their regular hours for an emergency shall receive double time and a minimum of two (2) hours.

#### **F. Water Alarm**

The DPW Foreman, DPW Employee and Laborer shall be required to provide a contact number for the water monitoring alarm system calls. One of these employees shall be available at all times.

#### **G. Licensing**

The DPW Foreman, DPW Employee and Laborer shall be required to obtain the D4 water license and maintain any necessary CECs within two (2) years of hire.

#### **H. Michigan Minimum Wage Law**

Tilden Township shall comply with Michigan Minimum Wage Laws.

### **V. Disciplinary Action**

#### **A. Purpose**

It is the intent of Tilden Township to make every effort to avoid unwarranted discharge. The type and severity of any disciplinary action taken by the Board shall depend on the nature and seriousness of the offense as well as the employee's disciplinary experience. Disciplinary action could result from non-performance of duties or misconduct which may interfere with any employee's performance or effectiveness.

#### **B. Investigation**

The Supervisor or applicable Board member is responsible for investigating all reports of misconduct or non-performance of duties before administering any disciplinary action.

#### **C. Examples of Misconduct**

1. Violation of the rules and procedures set forth in this manual.
2. Excessive absenteeism or tardiness.
3. Walking off duty without permission.
4. Drinking alcoholic or consumption of illegal or non-prescribed prescription drugs while on duty.
5. Reporting to work intoxicated.
6. Sleeping while on duty.
7. Carrying weapons while on duty (even if they have a concealed weapons permit)
8. Destroying, defacing, or stealing Township property.
9. Refusing to obey a direct and reasonable order from the Supervisor or applicable Board member.
10. Using threatening or abusive foul language towards another employee, public or Board member.
11. Fighting or gambling while on duty or on Township property.
12. Falsifying Township records.
13. Careless conduct or neglect.
14. Discourtesy to the public, others employees and Board.
15. Conviction of a felony.
16. Negligent, improper or careless use of Township equipment
17. Sexual Harassment.

#### **D. Report of Misconduct**

Misconduct on the part of any employee should be reported to the Supervisor or applicable Board member. After investigation and if warranted the Supervisor or applicable Board member shall make a report to the Board. The Board shall decide if any and what type of disciplinary action

should be taken. All reports of misconduct along with any and all documentation of investigation shall be placed in the employee's confidential file.

### **E. Types of Disciplinary Action**

The Board will review the case with the Supervisor or applicable Board member and the employee. The employee shall be informed as to which Board meeting these charges will be discussed. The employee has the sole discretion to have this done in either open or closed session. The employee has the right to be represented by an outside representative of their choosing. Any and all discipline shall be documented by a Misconduct Action Report which shall include the employee's name, date of misconduct, what the misconduct was, and type of discipline which shall include dates of suspension or discharge date if applicable. The report shall be signed by both the employee and the Supervisor or applicable Board member.

1. Verbal Warning: The employee shall be verbally warned of the misconduct and a signed Misconduct Action Report shall be placed in their file.
2. Written Warning: The employee shall receive a written warning of misconduct and a signed Misconduct Action Report shall be placed in their file.
3. Suspension: The employee shall receive in writing a Misconduct Action Report stating the misconduct, the length of suspension and signed by the employee and Supervisor or applicable Board member. This report shall be placed in their file.
4. Discharge: The employee shall receive in writing a Misconduct Action Report stating the misconduct, the date of termination and signed by the employee and Supervisor or applicable Board member. This report shall be placed in their file. The employee shall be discharged, effective immediately. A copy of the Misconduct Action Report shall be sent to the employees last known address by certified letter along with their final paycheck.

## **VI. Employee Complaints / Grievance**

### **A. Eligibility**

Full-time and part-time employees are eligible to use the complaints/grievance procedure to vent any problem or complaint they have concerning their employment, and/or the interpretation or administration of this manual.

### **B. Steps**

1. Employees are eligible to file a complaint/grievance with the Supervisor or applicable Board member either verbally or in writing. Failure of the Supervisor or applicable Board member to respond within (5) business days will automatically advance the complaint/grievance to the full Board.
2. The employee shall present to the full Board in writing the complaint/grievance. The employee may choose a representative to speak on their behalf. The written complaint should include the problem, any facts or dates relevant to the problem and a proposed solution. The Board shall make a final and binding decision at their next regularly scheduled board meeting.

## **VII. Employee Guideline**

### **A. Outside Employment**

Employees may work outside their township employment provided:

1. Such employment does not constitute a conflict of interest with their township employment
2. Their performance of duties for the township is not impaired.
3. Such employment is done on the employee's own time.

4. The work is not something the employee would normally do as part of their township employment.

### **B. Political Activity**

Employees may freely participate in the political process including being candidates for public office. Employees may not use their township position for any political purpose and may not engage in political activity during working hours. Banned activities, during working hours include but are not limited to wearing buttons, soliciting contributions, placement of bumper stickers on township vehicles, passing out flyers or cards and putting up posters or signs.

### **C. Confidential Personnel Files**

Individual personnel files which contain information not available in accordance with the Michigan Freedom of Information Act shall be kept by the Supervisor in a locked fireproof cabinet. Any material contained in these files shall not be discussed with anyone.

### **D. Employee Personnel Files**

Employee personnel files which are subject to discovery through the Michigan FOIA shall be kept by the Township Clerk. These files shall contain the employees resume (without their S.S. number), promotions, raises, etc.

### **E. Communications**

In order to promote cooperation, employees should direct concerns about work, problems with other employees or the public and problems with Board members to the Supervisor or applicable Board member. Should an employee's concern pertain to the Supervisor or applicable Board member the employee should address their concerns to a Board member of their choosing.

## **VIII. Safety**

Employees shall report any unsafe conditions or practices to the Supervisor or applicable Board member. Violation of any of the following safety rules by any employee is subject to disciplinary action.

### **A. Vehicles**

Employees shall use seat belts when operating or riding in township vehicles. Vehicles are to be operated by township employees only and in a safe manner consistent with weather conditions. Any employee receiving a citation while operating or riding in a township vehicle pertaining to safety and/or a moving violation shall be personally responsible for all fines and penalties and may be subject to disciplinary action by the Board.

Every employee driver of Tilden Township shall at all times maintain a current unrestricted Michigan driver license while operating a township and/or any personal vehicle on behalf of Tilden Township. Tilden Township shall enroll in the subscription program through the State of Michigan Secretary of State. This program will automatically notify the township Supervisor of a violation. A change in the status of a driver license restriction may result in disciplinary action under Section V. of this policy.

### **B. Clothing/Work Boots**

DPW employees shall be provided with steel toe work boots, rubber steel toe boots and foul weather gear. This gear shall be replaced by the Board on an as needed basis as this gear wears out through normal wear. Approval for replacement gear shall be approved by either the Supervisor or Clerk.

### **C. Hard Hats**

DPW employees shall be provided with hard hats and employees shall wear them when needed.

### **D. Work Gloves**

DPW, Janitor and Seasonal employees working outside shall be furnished with work gloves for use during working hours.

**E. Safety Glasses**

DPW employees and Seasonal workers shall wear safety glasses provided by the township when working around chemicals, doing lawn care, water system repairs or during any time where a possible eye injury can occur. Prescription safety glasses shall be provided for DPW employees. The Township shall allow up to \$160.00 for prescription safety glasses with plastic lenses and side shields every two years. The allowance shall not pay for an eye exam.

**F. On the job Injuries**

All injuries even minor ones shall be immediately reported to the Township office by the injured employee. The office will report to one of the Board members immediately. A report shall be filled out and put in the employee's personal file and if required a report shall be made with the Township's workers comp carrier.

**IX. Uniforms and Equipment**

**A. Uniforms**

Reserved for possible future use.

**B. Equipment**

All employees will be furnished with the necessary tools and equipment to perform their job safely and correctly. Tools and equipment worn out through normal use and for Township work shall be replaced. Employees shall use their due diligence to take good care of Township equipment.

**C. Cell Phones/Pagers**

Full time employees required to respond to township emergencies and alarms shall receive \$50.00 per month towards their personal cell phone costs to be paid quarterly.

**D. Credit Card Use**

The Secretary and DWP Foreman have Township credit cards to make purchases on behalf of the Township. All slips of purchases shall be turned in to the Township office daily. Any misuse of these credit cards shall result in disciplinary action by the Board and/or criminal prosecution and are to follow the Credit Card Policy guidelines.

**X. Resignation**

Employees who voluntarily resign their position with the Township shall receive payment for any unused vacation, personal and sick time provided they give at least a two week notice or upon retirement with a two-week notice. All applicable taxes shall be deducted. An exit interview with the employee and the Supervisor or applicable Board member will be placed in the employee's file.

**XI. Leave Time**

**A. Jury Duty**

Full-time and part-time employees required to report for jury duty shall receive their normal pay minus any monies received from the courts. Employees are required to submit to the Township any monies received for jury duty. Employees shall notify the Supervisor or applicable Board member of their jury duty notice to appear as soon as possible. Employees shall not be paid for time spent as voluntary or subpoenaed witness unless this time is on behalf of the Township.

**B. Military Service**

Employees leaving employment to serve in the military shall be granted all rights and privileges allowed by law.

### **C. National Guard Reserve Duty**

Employees who are members of the National Guard or Reserve Units shall be allowed two weeks of unpaid leave each year for this purpose. All benefits shall remain in place and continue during this 2 week leave. Employees shall notify the Board thirty days prior to taking leave. Should any employee be called up to serve on a longer basis the employee shall present the Board with their orders as soon as possible. This employee upon their return shall retain their employment and seniority. All vacation, personal and sick time shall be frozen at the time of their leave and reinstated upon their return.

### **D. Long Term Illness/Accident Leave**

Non-Job Related: Employees shall not receive wages for time lost for non-job-related illness or accidents. Employees shall retain their seniority. All vacation, personal and sick time shall be frozen and no more shall be accrued during this leave. Township provided insurance shall continue for 120 calendar days. At the request of the employee, Township insurance may continue for one full year from the start of this leave or the employee is deemed disabled to work provided the employee pays the premium to the Township at the first of the month. In any case the employee shall retain their job and insurance option for up to 365 calendar days. The employee shall provide medical proof of their need to request this type of leave and medical proof of their ability to return to work.

### **E. Inclement Weather**

When winter weather prohibits office employees from coming to work, they should notify the Supervisor. The Supervisor shall notify the news media of the township hall being closed. The employee may take vacation or personal leave time or not get paid for that day. DPW employees are expected to work.

### **F. Death in the Family**

In the event of a death in the immediate family, funeral leave shall be granted with pay for 3 days. If longer leave is required, the employee may take vacation or personal. Immediate family includes the following: spouse, child, father, mother, sister, brother, sister-in-law, brother-in-law, stepmother, stepfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, half-sister and half-brother. One day of funeral shall be granted without pay for aunts, uncles, nephews or nieces. Employees shall be granted, without pay 1/2 days for all other funerals. Employees can use vacation or personal if longer leave is needed.

### **G. Workers Compensation**

Employees injured on the job shall file a report with the Supervisor and the Supervisor shall notify the Township's workers comp carrier. Employees shall be paid by the Township until the workers comp benefits begin. If the time off does not constitute benefits from the workers comp carrier (less than 7 days off), the employee's time off shall be deducted from sick leave. Should an employee begin receiving workers comp benefits (7 or more days off) the monies paid by the Township shall be reimbursed by the employee to the Township and any used sick time shall be re-instated.

## **XII. Benefits**

Only full-time and part-time employees of the Township are eligible under this section, except for Sick Leave

### **A. Holidays**

Holiday benefits shall begin from the date of hire. All full-time employees shall receive the following holidays each year with 8 hours of pay. Part-time employees working more than, 20 hours per week, shall receive the following holidays each year providing the holiday falls on their normal workday and they shall only be paid for their normal number of hours worked.

1. News Year Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve
9. Christmas Day

If a holiday falls on Saturday, employees shall get Friday off. If the holiday falls on a Sunday, employees shall get Monday off.

### **B. Vacation**

Vacation benefit shall not start until after a new employee has successfully completed their probationary period. Due to the size of the Township workforce, only one full time employee shall be allowed to schedule vacation at a time.

In the first year of partial employment, after the probationary period and for each month thereafter until the end of December a new full-time employee shall receive 4 hours of vacation for each month of service and a new part-time employee shall receive 2 hours of vacation for each month of service.

Thereafter all vacation time shall be figured on the calendar year of January,1 through December, 31 with vacation being posted to the employee's credit on January,1 of each year. Part-time employee's vacation time shall use the breakdown below however the amount shall be pro-rated based on the hours they worked in the previous year.

Starting with the employees first full year of service (1/1 thru 12/31) the employee shall receive one week of vacation. (part-time shall be pro-rated)

- Year 1 = 1 week vacation (part-time shall be pro-rated)
- Year 2 = 2 weeks' vacation (part-time shall be pro-rated)
- Years 3 – 9 = three weeks' vacation. (part-time shall be pro-rated)
- Years 10 and more = four weeks' vacation. (part-time shall be pro-rated)

Employees may carry up to 40 hours each year of unused vacation time. An employee shall never get paid for unused vacation except when resigning with a two (2) week notice.

### **C. Sick Leave**

Definition: Sick leave is time lost from work due to illness or accident which may or may not be job related. Tilden Township shall and will follow all MI MCL Act 338 of 2018 law. MI ESTA applies to all employees, including deputies.

In the first year of employment: (start date to the end of the current calendar year)

- Full-time employees shall receive 6 hours per month beginning the first of the month following completion of their probationary period.
- Part-time employees shall receive 3 hours per month beginning the first of the month following completion of their probationary period.

Starting in January of an employee's second year of employment Full-time employees shall receive 72 hours of sick leave on January 1 of each year and Part-time employees shall receive a pro-rated rate (72 hours) of sick hours based on the standard hours worked per week.

1. A part-time employee who works 30 hours would receive 54 hours.
2. A part-time employee who works 20 hours would receive 36 hours.

Deputies shall receive 36 hours on January 1 of each year based on a 20-hour work week.

Full-time and part-time employees and deputies may accumulate a maximum of 480 hours of sick time.

Employees shall call in to the Township office/garage their first day of illness, as close to starting time as possible. The Supervisor may request a doctor's return to work slip after 3 days but shall require a doctor's return to work slip after 5 days.

Employees may use their sick leave to attend to medical and other needs, in compliance with all rules and guidelines set forth in the Michigan Earned Sick Time Act.

#### **D. Medical Insurance**

All full-time employees and their spouse and children shall receive medical insurance coverage provided by the Township. The current coverage is Blue Care Network HSA Gold option 3 with prescription drug coverage, Blue Dental PPO and Blue Vision. Part-time employees shall receive medical insurance the same as full-time employees if they pay one-half of the premiums at the beginning of each month.

The Township shall provide full-time employees and part-time employees with an HSA account but will not exceed any Michigan or IRS rules and guidelines. Full-time employees shall receive the full deductible of a two person/family or a single person plan whichever applies and part-time employees shall receive half of the deductible of a two person/family or a single person plan whichever applies.

This HSA amount shall be placed in the employees account in the first week of January of each year. For new employees the HSA amount shall be placed in their account upon completion of their probationary period. Employees are eligible for medical insurance the first of the month following completion of their probationary period. Employees are encouraged to check with their HSA provider and/or their tax preparer to fully understand their obligations for their HSA.

#### **E. Life Insurance**

All full-time employees shall receive term life insurance in the amount of \$50,000.00. In addition, accidental death and dismemberment coverage shall be available at no cost to the employee. All part-time employees shall receive life insurance if they pay one-half of the monthly premiums at the beginning of each month. Employees are eligible for life insurance the first of the month following completion of their probationary period.

#### **F. Pension Plan**

All full-time and part-time employees are eligible to receive benefits and coverage under the Township 457 deferred compensation plan after completion of their probationary period. The Township shall contribute ten percent (10%) of each employee's gross wages to this plan monthly. The Board shall also contribute up to an additional 3% provided the employee matches the same.

#### **G. Personal Leave**

All full-time and part-time employees shall receive four personal days per year starting after their probationary period. Employees shall use their personal time in the calendar year in which it is given or they shall lose them.

- Full time employees have an 8-hr personal day
- Part time employees have a 6-hr personal day

## **H. Longevity**

Longevity consists of a onetime annual payment, starting at the end of an employee's 3<sup>rd</sup> year of full service. This check shall be payable with the first pay period in December of each year an employee qualifies via a separate check. The following amounts shall be given. All applicable taxes shall be withheld.

- 3 – 9 years of full service = \$250.00
- 10 – 14 years of full service = \$300.00
- 15 – 19 years of full service = \$350.00
- Over 20 years of full service = \$400.00

## **I. Leave of Absence**

Personal or Educational leave of absence without pay for periods not to exceed one year shall be applied for in writing by the employee to the Board. Such requests shall contain the duration of and the reason for the leave. The Board has the sole authority to grant or deny these types of leaves. Any vacation or personal time shall be exhausted prior to a personal or educational leave of absence commencing.

## **J. Sick Leave of Absence**

This type of leave shall be granted for periods of up to one year due to:

- Employee illness (physical or mental)
- Prolonged illness in employee's immediate family (spouse, child, parents, grandparents, grandchildren). Any accumulated sick leave shall be exhausted prior to a sick leave of absence commencing.
- Child Care Leave of absence shall be granted in accordance with the family leave act.

Employees shall retain seniority while on any approved leave of absence and the employee shall be returned to the position, they held at the time the leave was granted. Employees required by their position with the Township to be licensed shall be required to maintain such licensing while on leave of any kind.

## **XIII. Miscellaneous**

### **A. Expense Reimbursement**

**Mileage:** Employees or Board members required to use their personal vehicles on Township business outside the Township shall be reimbursed mileage at the current federal business mileage rate published by the Internal Revenue Service. A mileage sheet shall be filled out completely and signed by the employee or Board member. Final approval shall be up to the Board.

**Per Diem / Overnight Lodging:** When overnight travel is required, employees and Board members shall be allowed \$35.00 per diem for food and incidentals. For a one day travel the per diem shall be \$15.00. No receipts are required. Motel reservations shall be made in advance whenever possible. Receipts shall be required for all reimbursement of hotels where reservations are not made.

### **B. Training Courses & Conferences**

Employees shall be authorized by the Board to attend training courses or conferences related to their job at no loss of pay and no cost to them. Any registration fees and materials shall be paid for by the Township in addition to the above-mentioned expense reimbursements. In all cases the Board shall approve training and conferences prior to attendance by the employee. If advance payment of the training or conference is not possible receipts shall be given to the Clerk for

reimbursement. Board members shall be authorized to attend courses and conferences at their discretion provided they do not exceed their annual budgeted amount.

### **C. Township Meetings**

Employees working 40 hours per week who are asked to attend any township meetings shall receive two hours of pay at one and a half (1 ½) of their regular hourly wage.

Part time and appointed employees shall receive 2 hours at their regular hourly wage.

### **D. On-call / Seasonal Workers**

Employees working for the Township as an “on-call” worker shall receive \$19.92 per hour. Seasonal workers (i.e., summer students) shall receive the current minimum wage. These employees shall not be entitled to any benefits and are required to sign an “at-will agreement with the Township.

## **XIV. Discrimination and Harassment in the Workplace**

Tilden Township is committed to providing a work environment that is free of illicit discrimination and harassment. As a result, the township maintains a strict policy prohibiting discrimination, harassment and sexual harassment against applicants and all Employees based on any legally recognized basis, including but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, registered domestic partner status, marital status, sex gender, gender identity, gender expression, age, sexual orientation, military and veteran status of any person, or any other consideration made unlawful by federal, state or local laws (“protected class”).

The Tilden Township anti-harassment policy applies to all persons, employees, commission members and board members involved in any operations of the township, regardless of their position and prohibits harassing conduct by all persons, any employee, commission members and board members. This policy also protects and prohibits harassment from outside parties such as vendors, visitors, and contractors. The workplace includes: actual workplace, any setting in which work related business is being conducted, township sponsored events and township owned property.

Types of Sexual Harassment: non-exhaustive of prohibited conduct

- Unwanted sexual advances or propositions.
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after negative response to sexual advances.
- Visual conduct: leering, gestures, suggestive object, pictures, websites, texts or emails.
- Verbal conduct: comments, innuendos, slurs, jokes, or whistling.
- Any Physical conduct and ANY retaliation for making a complaint.

Other Types of Harassment:

- Verbal conduct: taunting, jokes, derogatory comments, slurs.
- Visual conduct: derogatory posters, photographs, calendars, websites, emails, texts.
- Any Physical conduct and ANY retaliation for making a complaint.
- Any Discrimination and/or Harassment in the workplace should be reported to the Township Supervisor and one other Board Member for investigation as soon as possible.

## **XV. Tilden Township Boards**

### **A. Planning and Zoning Board**

Training shall be required by all members of the Planning and Zoning Board. The pay for all members shall be set annually by resolution of the Board at the March meeting.

**B. Board of Review**

Training shall be required by all members of the Board of Review. The pay for all members shall be set annually by resolution of the Board at the March meeting.

**C. Board of Appeals**

Training shall be required by all members of the Board of Appeals. The pay for all members shall be set annually by resolution of the Board at the March meeting.

**D. Election Inspectors**

Training shall be required by all election inspectors. The pay for all members shall be set annually by resolution of the Board at the March meeting.

**E. West End Emergency Services**

The Board shall appoint a Township resident to the West End Emergency Services Authority. The first term shall be for a period of one year and thereafter the term shall be a three-year appointment. The pay for all members shall be set annually by resolution of the Board at the March meeting.

**F. Iron Ore Heritage Trail**

The Board shall appoint a Township resident to the Iron Ore Heritage Trail Authority. The pay for all members shall be set annually by resolution of the Board at the March meeting.

**XVI. Tilden Township Deputies**

As required by law the Township Clerk and Treasurer shall appoint their deputy and that deputy shall serve at the pleasure of either the Clerk or Treasurer respectively. The Supervisor may or may not appoint a Deputy. The pay for all members shall be set annually by resolution of the Board at the March meeting. The Clerk and Treasurer can use their deputies at their discretion, but no more than the amount budgeted by resolution of the Board. These persons are considered employees of the Township per IRS rules but shall not be eligible for any Township benefits except for the MI Earned Sick Time Act.

## PLOWING POLICY

### **Purpose**

To set forth guidelines to follow in using the plow truck for the township and/or resident(s).

### **Hall Facility**

Plowing shall be done when there is an accumulation of at least 4" of snow.

The Township Employees shall keep the front of the parking lot at the Township Hall plowed so the building is always accessible.

Monday through Friday employees shall adjust their work schedule, so the hall parking lot is plowed before 8:00 am.

Plowing on the weekends to ensure that the hall is accessible at all times shall be paid at time and a half (NOT CALL OUT PAY), with a (2) two hour minimum being paid.

All exits to the hall shall be kept clear of snow at all times.

### **Residents**

Plowing and shoveling assistance for Tilden Township Residents shall be approved by the Supervisor or if not available, one Board member. Only residents in need, such as seniors or residents with disabilities or injuries will be considered for this service. A hold harmless agreement must be signed before any plowing can begin. All hold harmless agreements are to be scanned in and filed in the Township filing room. Hours spent plowing and/or shoveling for a resident in need will be monitored and accounted for by the Supervisor.

See attached hold harmless agreement

## PLOWING HOLD HARMLESS AGREEMENT

**For and in consideration** of the receipt of services from Tilden Township for plowing.

I hereby release the Tilden Township, its agents, employees, representatives, and assigns from any and all liability, injury, damages or losses, which may be incurred by me or my property as a result of the actions of the Township, its agents, employees, representatives, and assigns in performing the services as above stated.

I further agree to indemnify and hold harmless, the Township, its agents, employees, representatives, and assigns for any and all actions, proceedings, claims or demands, costs or damages, which may be brought against the Township as a result of having performed the services above, set forth to the undersigned.

**Homeowner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Township Employee/Representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PURCHASING POLICY

### PURPOSE

The purpose of this policy is to control the expenditure of funds for supplies, parts, repairs, services, training and equipment for the normal and routine operation of Tilden Township including all contracted outside services.

- A. The Township Board is the purchasing agent for Tilden Township.
- B. Purchases are being made in a manner that ensures the Taxpayers are receiving the best value for the money being spent.

### AUTHORITY

Township Officials are approved to spend up to their budget which is approved yearly by the Township Board.

1. If a purchase exceeds a total amount of \$2,000 a separate approval needs to be given by the Township Board.
2. If the purchase amount exceeds \$10,000 follow the steps outlined in the Bid and Quote policy for the Township.
3. If a purchase exceeds the budget amount, a budget amendment needs to be presented to the Township Board for approval.
4. In emergencies, to protect the health, welfare, safety and well-being of the community purchases may be made with the approval of two board members.

Any purchase for goods or services exceeding an estimated cost of \$10,000 shall require the solicitation of sealed bids. The Supervisor, or other designated official, shall develop bid specifications and get approval from the Township Board.

1. Permission from the Township Board may be granted to waive the bidding requirements when there is only one known supplier or there is some other compelling reason to waive the bid procedures.
  - a. Separating the work of vendors into smaller invoices is a violation of this policy.

### REQUEST FOR SEALED BIDS

The invitation to bid or the request for proposals for services shall be, but not limited to, being published in the newspaper once and posted on the Township website two (2) weeks prior and mailed to known vendors. All requests shall include the wording "The Township has the right to reject any and all bids."

### SPECIFICATIONS FOR REQUESTS FOR PROPOSALS

To receive comparable and informative bids and proposals, the Township shall prepare comprehensive specifications for prospective candidates. The request should state the following:

1. The length of the contract period
2. Any required qualifications, such as a certified public accountant license
3. The contactor must be able to meet the Tilden Township's insurance standards as set forth in Tilden Township's Independent Contractor Agreement.
4. If attendance is required at Township Board or other meetings, and the number of meetings per year
5. The amount of anticipated consultation time

6. The anticipated nature and number of the activities required, such as the average number of ordinance enforcement prosecutions for an attorney, the number and type of funds to be audited for an accountant, or the number of parcels for an appraiser
7. The titles of the Township officials authorized to direct or request services
8. Scope of work
9. Whether the activity, such as auditing or appraisal, is to be performed at the Township office
10. That all documents and records created in a governmental function are property of the Township and will be subject to the Freedom of Information Act

As appropriate, a request for proposals will ask each candidate to describe:

1. The individual or firm's municipal and Township experience
2. Specific experience with the service or project
3. The names, credentials and references of the specific individuals who will be assigned to work with the Township
4. Specific certification, such as certified public accountant, or memberships in an appropriate association, such as Public Law Section of the Michigan Bar Association
5. Potential conflicts of interest, such as Township property owned, interest owned in businesses located in the Township, or other clients who may have interests that are potentially averse to the Township
6. Services to be billed above the retainer amount, including the amount charged per hour, with a maximum amount for specific types of services such as additional meetings not covered under the retainer or whether the meetings are to be billed on a per diem or hourly basis
7. The individual or firm's policy regarding reimbursement for travel time, phone bills, mileage, copying, postage and other incidental expenses
8. The services the Township requires and if those services are to be included in a retainer

### **OPENING OF BIDS**

Sealed bids shall be opened at the monthly meeting of the Township Board. The Township Clerk shall open the bids and the names, addresses, date bid was received, and amount of bid shall be recorded by the Township Clerk. An exception to the opening of bids would be if an engineering company submits the bids in the paper and other arrangements are made.

### **AWARD OF BIDS**

Bids or requests for proposals for services exceeding this amount shall be awarded by the Township Board. The criteria for awarding bids or requests for proposals shall be as follows:

1. Cost
2. Experience
3. Reliability
4. Sufficiency of equipment
5. Insurance
6. References
7. Good communication

### **BOARD MEMBER INTEREST IN BIDDER**

Any Board member or department head who has any ownership or other interest in a company submitting a bid shall disclose the conflict of interest to the Board, and that official shall not participate in awarding the bid.

**OTHER**

The Township need not award a bid to the lowest bidder, if, in the discretion of the Township official or body involved, the other criteria outweigh the cost consideration. The Township may decide not to award the bid.

## SOCIAL MEDIA POLICY

### PURPOSE

To prohibit the inappropriate use of electronic communication systems, media imaging systems, networks, devices and equipment and dissemination of inappropriate information, images, recordings, photographs or other materials by municipal personnel including all employees and Board members. This includes the use of social media. Social media is broadly defined as internet-based communications technology that provides immediacy, interactivity and the sharing of information across multiple platforms.

Tilden Township allows the use of social media, where appropriate, to further the goals and missions of the township. However, Tilden Township has an overriding interest and expectation in deciding what is “spoken” on behalf of township through social media. This policy establishes guidelines for the use of social media by municipal Employees and Board members. (“Employees”)

### APPLICABILITY

This policy applies to all Tilden township employees, appointed employees, Board members and approved volunteers, consultants, service providers and contractors performing business on behalf of Tilden Township.

### POLICY

It is the policy of Tilden Township that all individuals identified in paragraph II abide by the policy set forth herein when using township information systems, which are defined as: computers and the services of both internal and external databases and information exchange networks, the internet, email, voice mail, mobile data terminals, facsimile machines, mobile telephones, lap top computers and social media (“Information Systems”).

Communications sent by email may be subject to disclosure under the Freedom of Information Act or in litigation. No Employee shall have any expectation of privacy regarding any information transmitted or stored on the township’s Information Systems.

### PROCEDURE

- A. Transmission of electronic messages and information on communications media provided for Employees of the township shall be treated with the same degree of propriety, professionalism and confidentiality as official written correspondence of public records.
- B. Tilden Township encourages authorized personnel with access to township Information Systems to utilize these devices whenever necessary. However, all Information Systems are the property of Tilden Township and use of any of these Information Systems is a privilege that is subject to revocation. Information Systems are intended for use in conduction official township business with limited exceptions noted in this policy.
- C. Employees are advised that they do not maintain any right to privacy or ownership in Information Systems equipment of its contents or to include or install personally owned software.
- D. The Tilden Township Board reserves the right to access any of the records within the Information Systems at any time and to retain or dispose of those records as it deems necessary and appropriate and may require Employees to provide passwords to files that have been encrypted or password protected.
- E. The Tilden Township Board reserves the right to access, for quality control purposes and/or for violations of this policy, date, electronic and voice transmissions of Employees conduction business in the township.

- F. Personal and/or private use of township Information Systems to access social media sites is prohibited.
- G. Accessing or transmitting materials from township Information Systems that involve the use of obscene language, images, jokes, sexually explicit materials, or messages that disparage or threaten the township, any person, group, or classification of individuals is prohibited regardless of whether the recipient has consented to or requested such materials.
- H. Confidential, proprietary or sensitive information may be disseminated or made available through shared directories or networked systems only to individuals with a need and a right to know and when there is sufficient assurance that appropriate security of such information will be maintained. The dissemination of confidential, proprietary or sensitive information, including photographs, on social media sites or personal web pages is prohibited.
- I. Employees shall not post photographs of other Employees on their personal social media sites.
- J. No Employees shall access or allow others to access any file or database of the township unless that person has a need and a right to such information. Personal identification and access codes shall not be revealed to any unauthorized source.
- K. Emails: No Employee shall access or allow others to access any file or database of the township unless that person has a right to such information. Personal identification and access codes shall not be revealed to any unauthorized source. Employees shall not open email messages unless they are certain of the trustworthiness of the source. Employees shall not knowingly accept messages with inappropriate content and will immediately report such messages to the Supervisor.
- L. Creating a web site or social media page that has any appearance of officially representing Tilden Township is prohibited without approval from the Tilden Township Board.
- M. Any information added to the official Tilden Township web site must have approval from the Board with the exception of the following:
  - a. Monthly Board meeting minutes;
  - b. Publications and notices from local authorities (i.e. Library, 906 Recycling); and
  - c. Amendments and/or updated information that is currently on the website.
- N. Employees shall not utilize any Information Systems to spoof, masquerade or assume any identity or credentials of another employee or individual.
- O. The use of social media shall conform to all township policies prohibiting discrimination, retaliation and harassment of other Employees.

## **DISCIPLINE**

Any violation of this policy may result in disciplinary action and/or Board censure.

## WATER LINE THAWING SERVICES POLICY

### **Problem identified as being between corporation and curb stop – Township's Responsibility**

These customers will be notified by the Township when they may start wasting water. These customers will be allowed 5,000 gallons per month over the past average usage. Only customers whose lines were thawed between the main and curb stop, by the TOWNSHIP, are eligible to waste water. However, Township DPW may give prior authorization on known problem areas prior to the line freezing. If thawing is required, before authorization is given, it will be done free of charge for the first occurrence. After authorization to waste water is given, additional thawing service will be billed per the Thawing Fee schedule shown below.

### **Problem identified as being between curb stop and meter – Customer Responsibility**

No authorization to waste water will be granted until the service line has frozen and thawed by Township DPW. If thawing is required, before authorization is given, it will be done free of charge for the first occurrence. After authorization to waste water is given, additional thawing service will be billed per the Thawing Fee schedule shown below. Customers must also follow Township DPW recommendations on correcting the problem(s).

### **Responsibility for problem not identified**

No authorization to waste water will be granted. Thawing service will be billed per the Thawing Fee schedule shown below.

### **Thawing services**

Township DPW will only attempt to thaw frozen water lines after the customer has signed a Hold Harmless Agreement and paid the Thawing Service Fee per the schedule shown below. Thawing services will only be provided during regular working hours of Township DPW employees. If a resident of the Township requires thawing of water lines that are their responsibility, the DPW will thaw them 1 (one) time and the resident shall be instructed on how to prevent future freezing.

See attached Hold Harmless Agreement. All hold harmless agreements are to be scanned in and filed in the Township filing room.

### **Fee schedule**

The fee to provide frozen water line thawing will be \$125.00 per hour. A \$250.00 deposit is required prior to any attempt to thaw frozen. The resident will be billed the difference due per the Accounts Receivable guidelines or reimbursed following the Accounts Payable guidelines. If unpaid, the balance due will be added to the resident's winter tax bill.

## WATER THAWING HOLD HARMLESS AGREEMENT

For and in consideration of services from Tilden Township for frozen water line thawing:

I hereby release the Tilden Township, its agents, employees, representatives, and assigns from any and all liability, injury, damages or losses, which may be incurred by me or my property as a result of the actions of the Township, its agents, employees, representatives, and assigns in performing the services stated.

I further agree to indemnify and hold harmless, the Township, its agents, employees, representatives, and assigns for any and all actions, proceedings, claims or demands, costs or damages, which may be brought against the Township as a result of having performed the services above.

I agree to a deposit of \$250.00 prior to any work being done with a cost of \$125.00 per hour worked.

**Homeowner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Township Employee/Representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Description of work performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## WATER POLICY

### **PURPOSE**

To establish guidelines for Tilden Township for, but not limited to, water rates, billing, delinquent bills, shut off notices and frozen water lines for the water system.

### **Water Rates**

**Water Bond Base Rate** is charged to all serviceable properties. Definition of a serviceable property is one that has a “curb-stop”, shut off valve and is able to have water service even if the property owner chooses against having the service. Monthly fee is \$20.00.

**Water Service Base Rate** is charged to all properties currently using the water service. Monthly fee is approved annually by the Water Rate Proposal rate sheet.

**Commercial Customers** will be charged the same as residential customers increased by a REU, Residential Equivalent Unit. Dyno-Nobel is currently our only commercial water consumer and has a 4” service which has a 16.667 (REU) factor. This is common practice as they have the ability to consume much more water with the 4” service line versus residential customers who have a ¾” service line.

**Water Service Usage Rate** is charged to all properties currently using the water service. Monthly rate is \$6.62 per one thousand gallons which is equivalent to \$0.00662 per gallon. Water meters will be read every first Wednesday of the month. Usage will be charged on every gallon used per the water meter reading.

**Water Shut Off/On Fees** for any reason, whether delinquent or requested, shall be \$25 each.

**Annual Increases** shall be 2.5% set by the Township Board effective April 1st each year.

### **Water Billing Process**

Water bills shall be calculated and sent by the first Friday following the first Wednesday of every month. Customers shall have 30 days to pay the water bill. After 30 days and during the next month billing cycle, unpaid accounts will be charged a late payment penalty of \$7.00. Customers that are delinquent after 60 days will be mailed a “Shut-Off Notice” and invoice. If payment arrangements are not communicated and approved by the Treasurer and no payments are received within 10 (ten) business days of this shut-off notice, the water will be shut off with no further notice. Water will not be turned back on until the account is paid in full including the fees to turn the water off and back on. No exemptions will be made to this policy unless a matter is brought to the attention of the Township. Once the account has reached a balance of \$350 delinquent and not paid in full by October 1<sup>st</sup> of each year the balance will be added to their Winter tax bill.

### **Hydrant Rental**

The Fire Fund shall pay a monthly rental/maintenance fee of \$1500 per month for the fire hydrants or \$18,000 annually. There are currently 47 fire hydrants on the water system.

### **Insufficient Funds**

Customers shall be charged a \$25 fee for any check returned for insufficient funds and a \$10 fee for any re-deposited checks.

### **Frozen Water Lines**

Refer to the Tilden Township Policy on Water Line Thawing for a description of services and fees associated with Frozen Water Lines.

### **New Water Service**

Installing new service means getting a curb-stop shut-off valve to the property. This shall be done by the Township at our expense. Service lines from the shut-off to the premise are the responsibility of the customer for new services and existing services. These lines shall be kept in good repair at all times. If a customer's service line is determined to be leaking, they will be notified and ordered to replace or repair such line within a given amount of time. Failure to do so will result in water service being suspended shut-off with fees applicable, until repairs are made.

## WATER RATE INCREASE PROPOSAL As of April 2026

Tilden Township's Water Policy states that the water rate will be increased by 2.5% per year each April 1<sup>st</sup>.

If the Board opts to enforce the increase, the rates would be as follows:

### Water Service Base Rate

2019	\$23.65
2021	\$24.25
2022	\$24.85
2023	\$25.47
2024	\$26.11
2025	\$26.11
2026	\$26.76

### Commercial Water Service Base Rate

Less than 80,000 gallons usage	\$435.17
80,001 gallons usage and over	\$520.05
2026 rates	\$446.05 / \$533.05

### Water Service Usage Rate

2019	\$5.85
2021	\$6.00
2022	\$6.15
2023	\$6.30
2024	\$6.46
2025	\$6.46
2026	\$6.62

The **Bond Base Rate** remains consistent at \$20.00 per month

The **Commercial** Bond Base Rate is \$350.00