

# New Haven Township

OLMSTED COUNTY, MINNESOTA – EST. 1858  
PHONE: 507.356.8330 EMAIL: NHTOWNSHIP@BEVCOMM.NET  
9024 COUNTY ROAD 3 NW, OROCOCO, MN 55960

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## Amended Tentative Regular Town Board Meeting Agenda

February 11, 2025

6:30 PM Pledge of Allegiance/Call to Order

Set Agenda and Order

Comments from Chair

Comments from the public

Maintenance Quotes Review

Consent Agenda

- Regular Town Board Meeting Minutes January 14, 2025

Old Business

- Solar Farms Ordinance
- Cannabis Ordinance

New Business

- *Election Judge Resolution – added*
- *Deputy Treasurer payment - added*
- Capitol Township Day Recap
- Preliminary Review of 2025 Township Budget

TCPA Meeting Recap

OCTOA Meeting Recap

*Fire Association Report - added*

Road Report

Treasurer's Report

Review/Pay Bills

Mail/Miscellaneous

Adjournment

Posted February 6, 2025  
Amended February 11, 2025

# *New Haven Township*

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## New Haven Township Board Regular Meeting Minutes February 11, 2025

Following the Pledge of Allegiance, the meeting was called to order by Chair Ann Fahy-Gust at 6:30 PM. Supervisors David Andrist and Dale Thomforde were present to constitute a quorum. Also present were Deputy Treasurer Hannah Walters, and Clerk Bonnie Kosmicki.

**Set Agenda and Order** – Supervisor Fahy-Gust requested that the Fire Association meeting summary could be added to the agenda after the OCTOA meeting. Clerk Kosmicki asked that an election judge resolution that needs to be reviewed and signed be added under new business. Supervisor Thomforde asked to add payments to the deputy treasurer under new business. Thomforde made a motion to approve the agenda as amended. Andrist seconded, motion carried 3-0.

**Comments from Chair** – Chair Fahy-Gust was pleased with the attendance this evening and is glad to have people come out and have time with the township board. Bob Figy remains at Pine Haven on the rehabilitation wing. Fahy-Gust encouraged people to visit him when possible.

**Comments from the Public** – Gary and Mary Anderson, 11747 110<sup>th</sup> Ave NW Pine Island, came to the board with a concern of their neighbor's dogs running in their woods which is ruining the opportunity for deer hunting. Mr. Anderson has spoken to his neighbor several times; his neighbor has come to apologize but nothing has changed for quite some time. Mr. Anderson has contacted the game warden and the Olmsted County Sheriff; both have said that their hands are tied as there is nothing they can do without an ordinance in place. The game warden suggested instituting an ordinance as a trespassing violation which would entail fines for not having animals under control. The sheriff did speak to the neighbor and reported back to Mr. Anderson that his neighbor stated that it was an accident. Mr. Anderson has pictures from his trail camera depicting his neighbor's dogs on his land over the last several years. Mr. Anderson is disappointed that he is unable to hunt due to the dogs constantly chasing animals and he is within his rights to set traps and if dogs trip them he is not liable. The dogs have been seen a mile away and are at risk of being shot by a neighbor who has a herd of cattle. Mr. Anderson does not want harm to come to the dogs. Mr. Anderson stated he has been advised by both the game warden and sheriff that the only way for them to intervene is if an ordinance is in place. Supervisor Fahy-Gust will contact the sheriff to clarify information he provided at the last OCTOA (Olmsted County Township Officers Association) meeting regarding stray running dogs. A letter will be drafted and sent to the neighbor informing her that there has been a complaint brought to the board and to invite her to a township board meeting to address the issue.

Kay Lovett and Joy Bertsinger both from Oronoco, representing Age Friendly Oronoco Area Action Plan presented information regarding this 501C3. This organization exists to support residents whose zip code is 55960 focusing on rural residents 60 years and older to support them to live safely in their homes as they age. The organization started in 2022. Goals include revitalizing Oronoco Senior Group, find funds to support purchasing smoke and carbon dioxide detectors, and HELOC devices. They have connected with SEMCAC so that meals on wheels will be providing 5 meals per week, 3 frozen and 2 fresh, dropped on once a week beginning

April 6<sup>th</sup>. Additional goal is to assist people in finding services and encourage participation in activities. They are requesting referral of residents in the township that could benefit from meals and other services. Contact information was provided. Fahy-Gust will post information on the township's Facebook page. A flier will be provided to also be posted on the page.

**Maintenance Quote Review** – Quotes for services were received from Mike Wood LLC, Riverside Skid loader and Excavating Services LLC, North Star Companies, Fogarty Outdoor Service LLC, Arrow Tree Works, and Oelkers Services LLC. Amounts per service were verbally stated line by line for each quote. See attached quotes for amounts. Three bids for town hall services, Fogarty, Riverside, and Oelkers, mowing and snow removal, two bids, NorthStar and Arrow Star for ditch spraying, NorthStar included ditch mowing and Mike Wood is only one bidding on snow removal and road maintenance for the township. Quotes for town hall mowing and snow removal were reviewed. Andrist made a motion to accept all quotes for town hall mowing and snow removal with Riverside Skid Loader and Excavating Services LLC as the primary service provider and Fogarty as secondary beginning April 15 2025 through April 15 2027. Thomforde seconded; motion carried 3-0. Mike Wood LLC quote was reviewed and includes summer and winter road maintenance and ditch maintenance which includes tree removal. Fahy-Gust made a motion to accept quotes for summer and winter road maintenance as well as ditch maintenance from Mike Wood LLC and Olmsted County with Mike Wood as primary and Olmsted County as secondary. Andrist seconded, motion carried 3-0. Quotes for spraying were reviewed. Andrist made a motion to accept all quotes with NorthStar as the primary and Arrow Tree as secondary. Thomforde seconded; motion carried 3-0.

**Consent Agenda** – Supervisor Thomforde commented that on page 5 of the packet, page 3 of the minutes the total deposit did not include the outstanding check in last month's packet however the total was correct. The minutes are correct. Thomforde made a motion to accept January 14, 2025 minutes as written, with the correction. Supervisor Andrist seconded. Motion carried 3-0.

### Old Business

**Solar Energy Farms**– Chris Hawkins has scheduled a Planning and Zoning Advisory Commission meeting for February 18 at 6:30 pm at the township hall. A public notice will be posted.

**Cannabis Ordinance** – Andrist reported that there is no update at this time from TCPA, and will continue to carry as an agenda item until resolved.

### New Business

**Resolution for Election Judge** – Ginger Roberts-Carson is no longer available to be an election judge on March 11th, nor is Bob Mattson. Larry Madsen is available. Thomforde made a motion to approve resolution # 2025-04 designating Larry Madsen serve as an election judge for the township election on March 11, 2025. Andrist seconded, motion carried 3-0.

**Deputy Treasurer Payment** – As there was no discussion regarding wages for deputies at the last reorganization meeting, Thomforde proposed that for the months the deputy treasurer fills in for the treasure, the deputy is paid the same amount which includes a \$300.00 monthly stipend and \$75.00 per meeting attendance. In addition, if there is an excess of hours for other duties, an hourly wage of \$20.00 per hour is included. Fahy-Gust expressed reservation regarding paying the deputy treasurer in the same manner as the treasurer particularly as it relates to the monthly stipend as this may give the impression that Figy is not returning. Currently Walters was appointed by the treasurer, not elected or appointed by the township board. Figy continues to hold the treasurer position as an elected official.

After discussion, Thomforde proposed that an hourly wage be set at \$30.00 per hour for all work performed, including the number of hours of meeting attendance until either appointed by the board or elected. Andrist seconded. Motion carried 3-0

**Capital Township Day Recap** – The Capital Township Day was held on January 27<sup>th</sup>, organized by MAT (Minnesota Association of Townships) to lobby legislatures. Almost 200 Township officers from around the state attended. Thomforde provided a summary. Thomforde and other met with Dave Quam. Topics included EMS funding and service area for EMS. Also met with Steve Drazkowski and discussed additional funding for roads. Currently there is a State budget shortfall. Discussion also included allowing rifles for deer hunting. The meeting with Steve Jacobs did not take place. Thomforde submitted an email to MAT who forwarded to our representatives requesting road funding. Currently New Haven Township maintains 32 miles of road at a cost of \$5200.00 per mile to maintain yearly; state provides approximately \$800.00 per mile through road tax. Thomforde also asked that the presidential primary be changes so that a voter is not required to specify their party affiliation when getting a ballot. MAT submitted a list of 2025 legislative priorities including transportation funding, taxes and state aid, broadband funding and universal phone coverage, rural EMS, and annexation fairness.

**Preliminary Review of 2025 Township Budget** – Fahy- Gust will know the amount for Rural Fire association on February 26<sup>th</sup> and will provide the information for inclusion in the budget. Projected 2025 budget was reviewed and will be finalized at the next regular township meeting on March 8<sup>th</sup>. The 2025 budget will be then presented at the annual meeting. Any recommended changes to the budget amounts should be forwarded via e-mail to Thomforde

**TCPA Meeting Recap** – No report

**OCTOA Recap** – Sheriff reported that 4 pens at the animal shelter are now available for stray dogs. There is a new County election representative, Amanda Kiefer. The Olmsted County Sheriff stated that there are 5 new deputies with a need for 5 more. Of 202 available detention beds, 170 are the maximum that can be filled. Olmsted County had the highest voter turnout for the presidential election in the state at 84% (New Haven Township was at 89%).

**Rural Fire Association** – The Rural Fire Association has purchased a tanker paid for with escrow funds for \$405,000.00. Detailing needs to be completed before it can be put into operation. A meeting will be held on February 26<sup>th</sup> to finalize the budget. A new trending program has been implemented that will track where in each participating township calls are going, whether the call was fire or medically related and how many responders went on each call. Currently 60% have been medical, 40% fire. This is no change over 5 years. There is an increase in elderly rural residents. An emerging issue is the number of elderly couples where one spouse has dementia and there is no one to remain with the person in the home. This is becoming an issue for the fire department to manage. Part of the association is covered by Zumbrota Ambulance, part by Mayo Ambulance. The wait time for Mayo Ambulance is much longer. New Haven Township is covered by Mayo Ambulance.

**Road Report** - Trash consisting of wood, saw dust and junk thrown out on 60<sup>th</sup> Ave has been cleaned up, and the roads were plowed when it last snowed. DeCook has been filling the quarry hole with clean fill. Approximately 20,000 yards of fill is yet to be dumped.

**Treasurer Report** – Deputy Treasurer Walters gave a detailed report of financial transactions for the month of January 2025.

|                 |                           |                      |
|-----------------|---------------------------|----------------------|
| Frandsen Bank - | Checking Account          | \$ 4,388.77          |
|                 | Money Market Account      | \$ 156,991.13        |
|                 | Outstanding Checks        | \$ + 152.50          |
|                 | <b>Total Bank Balance</b> | <b>\$ 161,227.40</b> |

|                                            |                     |
|--------------------------------------------|---------------------|
| Frandsen Bank 4.4% 8/22/2025               | \$100,000.00        |
| Wells Fargo of South Dakota 5.2% 3/4/2025  | \$ 50,000.00        |
| Flagstar Bank 4.7% (semi-annual) 7/25/2025 | \$100,000.00        |
| <b>Total Investments</b>                   | <b>\$250,000.00</b> |

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|                    |                     |
|--------------------|---------------------|
| Total Investments  | \$250,000.00        |
| Total Bank Balance | \$161,227.40        |
| <b>Total Funds</b> | <b>\$411,227.40</b> |

Fahy-Gust commented that the Wells Fargo investment is coming due on March 4, 2025 and suggested a plan be put in place. Kosmicki will schedule a meeting with LPL representative and Thomforde to outline options for this investment. A resolution will be presented to the board at the next meeting. Chris Hawkins pointed out that one investment in the report has an incorrect comma placement. Thomforde made a motion to approve the treasurer’s report with the correction of comma placement. Andrist seconded, motion carried 3-0.

**Review/Pay Bills** – Ag Partners pre-pay has been exhausted; the tank was filled again in January. Bills for Township Association dues, Couri and Ruppe, and ads for Maintenance quotes are being paid this month. All other bills are typical monthly bills. Total is \$4,808.05. Andrist made a motion to pay all bills, Thomforde seconded. Motion carried 3-0.

**Mail/Miscellaneous** – Kosmicki requested that all statements from LPL and Frandsen bank should be mailed to the town hall address. Fahy-Gust recalled previously the board felt the mailbox was not secure in that anyone could take the mail out. The board determined no changes should be made until there is a definite resolution in regards to the filing of the treasurer’s position.

**Adjournment** – Meeting adjourned at 8:37 PM.

Approved by the Board

Signed:

Signed:

*/Signed copy on file/*

Ann Fahy-Gust, Chair  
New Haven Town Board

Bonnie Kosmicki  
Township Clerk

Date:

Date:

**TOWNSHIP MONTHLY FINANCIAL REPORT**  
**CHECKING ACCOUNT**  
 January 2025

Ending Balance of December, 2024 statement

**\$3,861.99**

**Income**

| <b>Date</b> | <b>Check #/Cash</b> | <b>Description</b>      | <b>Amount</b> |
|-------------|---------------------|-------------------------|---------------|
| 01/07/25    | Cash                | Deposit - Candidate Fee | \$2.00        |
| 01/07/25    | Cash                | Deposit - Candidate Fee | \$2.00        |
| 01/07/25    | 2609                | Deposit - Hall Rent     | \$75.00       |
| 01/07/25    | 1162                | Deposit - Hall Rent     | \$75.00       |
| 01/14/25    | 3494                | Deposit - Hall Rent     | \$75.00       |
| 01/14/25    | Cash                | Deposit - Candidate Fee | \$2.00        |
| 01/15/25    | Online              | MMDA Account Transfer   | \$6,000.00    |
| 1/31/25     | Online              | Interest                | \$0.43        |

**Total Deposits:      \$6,231.43**

**Debits**

| <b>Date</b> | <b>Check #/Online</b> | <b>Description</b>                 | <b>Amount</b> |
|-------------|-----------------------|------------------------------------|---------------|
| 1/10/25     | Online                | Bevcomm Telephone Payment          | \$78.37       |
| 1/16/25     | Online                | IRS Tax Payment                    | \$1,140.64    |
| 1/16/25     | 4757                  | Dale Thomforde                     | \$46.95       |
| 1/16/25     | 20703                 | Wages                              | \$253.96      |
| 1/17/25     | 4759                  | Heman Grover & Co LTD              | \$142.00      |
| 1/17/25     | 20704                 | Wages                              | \$69.26       |
| 1/17/25     | 20705                 | Wages                              | \$475.60      |
| 1/17/25     | 20706                 | Wages                              | \$253.96      |
| 1/21/25     | 4763                  | Minnesota Association of Townships | \$821.20      |
| 1/22/25     | 4760                  | Foggarty's Outdoor Service LLC     | \$90.00       |
| 1/22/25     | 4761                  | Grimsrud Publishing Inc            | \$24.07       |
| 1/23/25     | 4758                  | Michael Wood LLC                   | \$1,900.00    |
| 1/24/25     | Online                | Culligan of Greater Rochester      | \$63.95       |
| 1/27/25     | Online                | People's Co-Op Electric            | \$169.23      |
| 1/27/25     | 4762                  | Olmsted County                     | \$175.46      |

**Total Debits:      \$5,704.65**

Ending Balance of January 2025 statement

**\$4,388.77**

**TOWNSHIP MONTHLY FINANCIAL REPORT**  
**MMDA ACCOUNT**  
January 2025

Ending Balance of December, 2024 statement \$160,953.43

**Income**

| <b>Date</b> | <b>Description</b>      | <b>Amount</b> |
|-------------|-------------------------|---------------|
| 01/24/25    | Olmsted County Payments | \$1,789.25    |
| 1/31/25     | Interest                | \$248.45      |

**Total Deposits:     \$2,037.70**

**Debits**

| <b>Date</b> | <b>Description</b> | <b>Amount</b> |
|-------------|--------------------|---------------|
| 1/15/25     | Online Transfer    | \$6,000.00    |

**Total Debits:     \$6,000.00**

Ending Balance of January 2025 statement \$156,991.13

Michael Wood, LLC  
277732 590<sup>th</sup> St  
Mantorville, MN 55955  
507-273-2673

Equipment Rental Quotes

|                                                                | April 15 2025-2026 | April 15 2026-2027 |
|----------------------------------------------------------------|--------------------|--------------------|
| Summer road maintenance                                        |                    |                    |
| • Blades (772GP, 772D)                                         | \$135/hour         | \$140/hour         |
| Right-of-way maintenance                                       |                    |                    |
| • Labor (Pickup, Saws)                                         | \$70/hour          | \$80/hour          |
| • Case JX95, Farmall 95 (Mowers, Seeder)                       | \$110/hour         | \$115/hour         |
| • Dozer (550J)                                                 | \$130/hour         | \$135/hour         |
| • Excavator (JD 80)                                            | \$115/hour         | \$120/hour         |
| • Excavator (Case CX130)                                       | \$135/hour         | \$140/hour         |
| • Backhoe (555D)                                               | \$100/hour         | \$105/hour         |
| • Skid loader (JD 325G)                                        | \$115/hour         | \$120/hour         |
| • Roller (Trench Roller)                                       | \$80/hour          | \$85/hour          |
| • Trucks Tandem (1298,1405,1705)                               | \$105/hour         | \$110/hour         |
| • Truck Quad (158)                                             | \$120/hour         | \$125/hour         |
| • Semi (Freightliner & Trailer)                                | \$100/hour         | \$100/hour         |
| Winter Road Maintenance                                        |                    |                    |
| • Blades (772GP, 772D)                                         | \$150/hour         | \$155/hour         |
| • Trucks (1298, 1405,1705, F250)                               | \$130/hour         | \$135/hour         |
| Fuel Surcharge                                                 |                    |                    |
| • Blades                                                       | 5Gal/hour          | over \$4/Gal       |
| • Trucks                                                       | 3Gal/hour          | over\$4.50/Gal     |
| • Tractors, Dozer, Excavators,<br>Skid loader, Backhoe, Roller | 2Gal/hour          | over\$4/Gal        |

Date

2/11/25

Chairperson

Stanley Gust

Contractor

Michael Wood

Town Clerk

Bonnie Farnut



Michael Wood, LLC  
277732 590<sup>th</sup> St  
Mantorville, MN 55955  
507-273-2673

Equipment description for April 15 2025- 2027

- 2018 JD 772GP Motor Grader 6x6 205-270Hp 14' Moldboard, 12' Snow wing & front one-way plow
- 2007 JD 772D Motor Grader 6x6 185-230Hp 14' Moldboard, 12' Snow wing & front one-way plow
- (1298) 1998 Ford LT9511 Dump truck 350Hp 15' Box, Tailgate sander, 12' Reversible plow, 11' Wing, 11' Underbody blade
- (1405) 2005 Ford LT9500 Dump truck 335Hp 15' Box, Tailgate sander, 12' Reversible plow, 10' Wing, 11' Underbody blade
- (1705) 2005 International 7400 Dump truck 300Hp 14' Box, Tailgate sander, 12' one way plow, 10' Wing, 10' Underbody blade
- 2005 JD 550J LT Dozer 85Hp, Blade Width 105"
- 2001 JD 80 Excavator 55Hp 17,000 lbs. 22' Reach 15' Depth
- 2005 Case CX 130 Excavator 105Hp 28,000 lbs. 27' Reach 19' Depth
- 1994 Ford 555D Backhoe 70Hp 4x4 15,000 lbs.
- 2018 JD 325G Track Skid Loader 74Hp 78" Bucket, Grapple bucket, Pallet Forks, Trencher, Soil Conditioner, Smooth Drum Roller, Seeder, Brush Cutter, Stump Grinder.
- 2006 Case JX95 L730 Loader 95Hp 8' Disk mower, Seeder, Disk, 8' Snowblower, 12'-15' Batwing Mowers
- 2006 Case Farmall 95 95Hp 8' Disk mower, Seeder, Disk, 8' Snowblower, 12'-15' Batwing Mowers
- Roller Ingersoll Rand TC-13 Trench compactor
- 2004 F250 Ford Hiniker V-plow
- 2003 379 Peterbilt Quad Axel 500Hp 17' Box
- Labor (Saws, Pickups & Trailers)
- 2004 Freightliner 500Hp & Muv-all trailer

Michael Wood, LLC

Road Grading Policy

**PURPOSE:**

To give the citizens in the Township a realistic expectation of road grading services that will be provided during the summer season.

**GOAL:**

The general goal of Michael Wood, LLC is to keep the roads in good driving condition during the most heavily travelled periods of the months.

**OPERATIONAL GUIDELINES:**

The Grader at times will travel in the opposite direction of traffic, leaving a windrow on the road for a period of time as the grader works throughout the township. In the spring shoulders will be pulled in and at times there could be sods left on road. In normal conditions roads will be bladed after a rain and the heavily traveled roads will be bladed more often. When applying new rock to the road, trucks will apply and grader will mix new rock with the old rock leaving a windrow of rock. When the trucks are done applying rock the grader will then lay the rock out.

**OBSTACLES:**

Michael Wood, LLC will not be responsible for damage to Garbage cans or vehicles parked in the township right of way.

**Michael Wood, LLC**  
**SNOW REMOVAL POLICY**

**Purpose:**

To give the citizens in the Township a realistic expectation of snow and ice removal services that will be provided during the winter season.

**Goal:**

The general goal of Michael Wood, LLC is to keep the township roads passable during the most heavily travelled periods of the week.

**Snow And Ice Operational Guidelines:**

The first priority is to make all roads passable. Once all roads are passable, the roads will be plowed wider in some places the snow will be pushed further than the edge of the road surface and abrasive/chemical mixture applied if necessary. Finally additional clean-up will be done, before the next snow. For an Ice event motor graders will be sent out first to rough up or cut the ice. This operation may cause slush/rock balls to form. They will be left on the shoulder of the road and broken up at a later time. Trucks will be sent out after the graders to apply abrasive/chemical mixture. Hours of operation will be determined by weather conditions and/or traffic volume. If the Weather Service has recommended no travel, it is assumed that there will be low traffic volume, resulting in a lower level of service. Operations will be halted when conditions are too hazardous or if reasonable accomplishments cannot be made.

**Emergency Calls:**

Snow plows will not be dispatched at night except for true emergency calls such as assisting fire department, ambulance crews, or searching for known stranded motorists.

**Obstacles:**

Michael Wood, LLC will not be responsible for damage to obstacles covered in snow, garbage cans or vehicles parked in the township right of way.

# LAWN CARE AND SNOW REMOVAL SERVICE CONTRACT

I. **The Parties.** This Lawn Care Service Contract ("Agreement") made February 11<sup>th</sup>, 2025 ("Effective Date"), is by and between:

**Service Provider:** Riverside Skidloader + Excavating Services, LLC, with a mailing address of 7741 100th St NW, City of Pine Island, State of MN ("Service Provider"),

AND

**Client:** New Haven township, with a mailing address of 9024 County Road 3 NW, City of Oronoco, State of MN ("Client"),

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, and in consideration of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. **Term.** The term of this Agreement shall commence on February 11<sup>th</sup>, 2025 and terminate: (check one)

- End Date: On \_\_\_\_\_, 20\_\_\_\_.

- Other: \_\_\_\_\_.

III. **The Service.** The Service Provider agrees to provide the following:

- |                                                                        |                                                               |
|------------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> - Mowing/Trimming                  | <input checked="" type="checkbox"/> - Outlot/Rough cut mowing |
| <input checked="" type="checkbox"/> - Edging                           | <input checked="" type="checkbox"/> - Rock/Dirt/Mulch         |
| <input checked="" type="checkbox"/> - Trimming Bushes/Trees            | <input checked="" type="checkbox"/> - Overseeding/New seeding |
| <input checked="" type="checkbox"/> - Dethatching/Aeration             | <input checked="" type="checkbox"/> - Landscape Services      |
| <input checked="" type="checkbox"/> - Leaf and Debris Cleanup          | <input checked="" type="checkbox"/> - Snow Removal            |
| <input checked="" type="checkbox"/> - Fertilizer/Weed Control          | <input checked="" type="checkbox"/> - Salt upon request       |
| <input checked="" type="checkbox"/> - Other <u>request of township</u> |                                                               |

Hereinafter known as the "Service." Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

**IV. The Property.** The Service shall be provided at the following address  
9024 County Road 3 NW, City of Granocco, State of  
MN ("Property").

**V. Payment Amount.** The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

*sales tax is added to mowup services*

- \$ 100.00 / man / Hour *all other services upon request*  
 - \$ 65.00 / Time *mowup \$85.00 / time snow removal*  
 - \$ \_\_\_\_\_ / Month *\* 2026 year contract will see a \$5.00 / time increase for mowup + snow removal*  
 - \$ \_\_\_\_\_ / per Job. A "Job" is \_\_\_\_\_  
 - Other: All other services will be by bid upon request

Hereinafter known as the "Payment Amount."

**VI. Payment Method.** The Client shall pay the Payment Amount: (check one)

- When Invoiced
- Daily
- Weekly
- Monthly
- Other: \_\_\_\_\_

Hereinafter known as the "Payment Method." The Payment Amount and Payment Method collectively shall be referred to as "Compensation."

**VII. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

**VIII. Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda,

notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
- c.) **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**IX. Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**X. Independent Contractor Status.** Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

**XI. Safety.** Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XII. Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XIII. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or

expiration hereof and be binding upon the Service Provider or Client.

**XIV. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

**XV. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVI. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State the Property is located.

**XVII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XVIII. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

**Client's Signature** \_\_\_\_\_

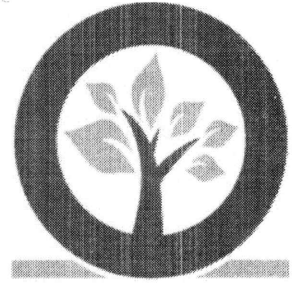
Date 2/4/2025 Print Name Bonnie Kosmich / Bonnie Kosmich

**Service Provider's Signature** \_\_\_\_\_

Date 2/11/2025 Print Name Kory Weis owner

**Oelkers Services LLC**  
 8430 Main Street NW  
 Byron, MN 55920  
 507-884-2317  
 oelkerslc@gmail.com  
 www.oelkerslc.com

**Estimate**



**ADDRESS**  
 Bonnie Kosmicki  
 New Haven Township  
 9024 County Rd 3 NW  
 Oronoco, MN 55960

**SHIP TO**  
 Bonnie Kosmicki  
 New Haven Township  
 9024 County Rd 3 NW  
 Oronoco, MN 55960

| ESTIMATE # | DATE       | EXPIRATION DATE |
|------------|------------|-----------------|
| 1585       | 01/18/2025 | 02/18/2025      |

| DATE | SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | QTY | RATE   | AMOUNT |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|--------|
|      | <p><b>Lawn Mowing - Monthly Contract</b><br/>           Monthly contract option for lawn mowing and trimming of the commercial property.</p> <p>Mowing would be completed on a weekly basis unless drought conditions develop.</p> <p>Turf would be cut at approximately three and one half inches (3.50") unless otherwise requested by the township board.</p> <p>Grass clippings would be mechanically blown from any paved areas.</p> <p>\$395.00 per month.</p>                                                                                                                                                                                                            | 0   | 395.00 | 0.00   |
|      | <p><b>Snow Removal - Monthly Contract</b><br/>           Monthly contract option for snow removal only.</p> <p>Snow would be removed once 1.5" or more of snow has been accumulated on surfaces in the area of New Haven Town Hall.</p> <p>Snow would be removed from the main entry, parking lot and designated walkways and entries to the front of the building.</p> <p>All snow material would be piled/stored on-site.</p> <p>\$395.00 per month.</p> <p>Please note: This does not include ice mitigation services. Ice mitigation services would be charged separately as it is extremely difficult to predict these specific services throughout the winter season.</p> | 0   | 395.00 | 0.00   |



| DATE | SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | QTY | RATE | AMOUNT |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--------|
|      | <p><b>Fuel Surcharge Fee</b><br/> A fuel surcharge fee will apply to all invoices ONLY when Olmsted County, Minnesota "regular" unleaded fuel prices are \$3.00 per gallon, or more, according to the American Automobile Association (AAA). The fuel surcharge fee will be 2.5% of the invoice total.</p> <p>The fuel surcharge fee helps us absorb some of the high fluctuating costs of fuel and oil for our vehicles and - equipment.</p> <p>AAA Website for Minnesota Fuel Prices:<br/> <a href="https://gasprices.aaa.com/?state=MN">https://gasprices.aaa.com/?state=MN</a></p> | 1   | 0.00 | 0.00   |

Oelkers Services would only be interested in a monthly payment option for services rendered throughout the year.

Please note: A proximity discount was applied to this estimate as we are located in close proximity to the New Haven Town Hall and we are also New Haven Township residents.

If the estimate is approved, a binding contract would be reviewed and signed by both parties.

The binding contract would be effective from April 15, 2025 to April 15, 2027.

Oelkers Services would also be willing to provide a 10% discount to all New Haven Township residents for any services contracted during our contract duration.

Taxes were not applied to this estimate as the Township has a tax exempt status.

Thank you for the opportunity!

|              |               |
|--------------|---------------|
| SUBTOTAL     | 0.00          |
| TAX          | 0.00          |
| <b>TOTAL</b> | <b>\$0.00</b> |

Accepted By

Accepted Date

Fogarty's Outdoor Service LLC

P.O Box 313  
Pine Island, MN 55963

# Estimate

| Date     | Estimate # |
|----------|------------|
| 2/7/2025 | 24         |

| Name / Address                                                |
|---------------------------------------------------------------|
| NEW HAVEN TOWN HALL<br>9024 Co. Rd. 3 NW<br>ORONOCO, MN 55960 |

| Project |
|---------|
|         |

| Description                             | Qty | Rate  | Total  |
|-----------------------------------------|-----|-------|--------|
| TOWN HALL LAWN MOWING TRIMMING PER TIME |     | 70.00 | 70.00T |
| TOWN HALL SNOW REMOVAL PER TIME         |     | 80.00 | 80.00  |
| 5" AND UP SNOW REMOVAL EXTRA            |     | 0.00  | 0.00T  |
| FUEL CHARGE PER TIME                    |     | 10.00 | 10.00  |

|                           |          |
|---------------------------|----------|
| <b>Subtotal</b>           | \$160.00 |
| <b>Sales Tax (7.375%)</b> | \$5.16   |
| <b>Total</b>              | \$165.16 |



43104 145th Ave Way  
 Zumbrota, MN 55992  
 507-328-0696

January 1st, 2025

New Haven Township  
 9024 County Road 3 NW  
 Oronoco, MN, 55960

Subject: 2025 - 2026 New Haven Township Contract Proposal

**Scope of Services**

| Item Description                | Cost/Hour | Includes                                                           |
|---------------------------------|-----------|--------------------------------------------------------------------|
| 3 person tree crew              | \$233.40  | Foreman,operator, ground tech, bucket truck, chipper, pickup truck |
| 2 person tree crew              | \$167.50  | Foreman,Operator, bucket truck, chipper                            |
| 1 person forestry mulching crew | \$174.75  | Foreman, forestry mulcher, pickup truck                            |
| 2 person forestry mulching crew | \$227.75  | Forman, Operator, forestry mulcher, pickup truck                   |
| Foreman                         | \$63.00   |                                                                    |
| Operator                        | \$53.00   |                                                                    |
| Ground Tech                     | \$46.00   |                                                                    |
| Pickup Truck                    | \$19.90   |                                                                    |
| Chipper                         | \$19.60   |                                                                    |
| Forestry mulcher                | \$91.85   |                                                                    |
| Bucket truck                    | \$31.90   |                                                                    |
| Clam Truck                      | \$91.00   |                                                                    |
| Stump Grinder                   | \$64.50   |                                                                    |
| Backyard Aerial Unit            | \$87.25   |                                                                    |
|                                 |           |                                                                    |
| 2 person herbicide crew         | \$135.90  | Foreman, operator, Pick up                                         |
| On Road Spray Unit              | \$21.00   |                                                                    |
| Off Road Spray Unit             | \$17.00   |                                                                    |

|                         |         |  |
|-------------------------|---------|--|
| Herbicide Mark Up       | 11%     |  |
| UTV/ATV                 | \$15.00 |  |
| Skid steer with Grapple | \$69.00 |  |
| Mini Grapple            | \$59.85 |  |
| Dump Trailer            | \$8.75  |  |

**Fuel Surcharge**

In the case of rising fuel costs, we have a fuel surcharge. The percentages are based on on-road diesel prices. The percentages below will be added to invoices in 2025 and 2026 if diesel fuel is above \$3.61 per gallon

- 1% \$3.62-\$3.92 per gallon
- 1 ½% \$3.93-4.23 per gallon
- 2% \$4.24-\$4.54 per gallon
- 2 ½% \$4.55-\$4.85 per gallon
- 3% \$4.86-\$5.15 per gallon
- 3 ½% \$5.16-\$5.46 per gallon
- 4% \$5.46-\$5.76 per gallon
- 4 ½% \$5.77-\$6.07 per gallon

**Travel and Minimum project time**

Travel time will be billed at the hourly rate listed above. There is a minimum charge of three (3) hours per project.

**Emergency Pay**

Any project requiring after hours work (start time after 4pm and before 7am), Sunday and/or Holidays will be billed at a 1.5x hourly rate.

Any emergency or unscheduled work (response time in less than 2 hours) will be billed at 1.5x hourly rate.

**Terms of Payment**

Payment in full will be due thirty (30) calendar days from the date of the invoice. Interest of 6% per month shall be charged for all late payments.

**Acceptance of Proposal**

This proposal is valid for 30 days after the date of issue. If you agree with the terms and conditions of this proposal, please sign below to accept this proposal and return it to Arrow Tree Works.

**Arrow Tree Works LLC**

**New Haven Township**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jared Zillgitt  
\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



NorthStar Companies is your local Rights of Way service provider. From broadleaf weeds to brush, we have the equipment and skill necessary to maintain your roadways. We service numerous government entities in Central and Southern Minnesota and are looking forward to the start of the 2025 season. Listed below are current rates and services.

### **2025 Rates**

**Full mileage sprayed:** (One mile equals both sides of the road): \$193 per mile.

**Brush Spraying:** \$125 per hour plus \$98 per ten gallons of chemical used.

**Mechanical Brush Trimming/Clearing:** \$200 per hour.

### **Ditch Mowing:**

Top Cut with 8' disc mower \$30 per mile

Full Cut with 12' batwing mower \$125 per hour

**Tree Trimming:** \$70 per man hour OR custom quotes available.

### **When should we spray?**

The spraying season typically starts in May and runs through the first frost.

**Myth:** Weeds must be sprayed before July to be effective.

The chemicals we use are effective throughout the spraying season and will work to eliminate noxious weeds that can rapidly spread and take control of the roadside.

### **Common plants that need to be sprayed:**

Wild Parsnip

Thistle

Knapweed

Milkweed is **NOT** targeted by the herbicides we use as it is critical to the survival of the monarch butterfly.



Given the volume of work and the timing of township meetings, we are unable to attend every meeting. If you'd like to have your Rights of Way sprayed to control noxious weeds, please fill out and send this form, along with a township map and any special instructions, to the email address listed below. Someone from NorthStar will then reach out to you.

**Please Note: If NorthStar Companies receives this form without a township map, they will service all roads according to the most current map that they can find.**

Email Address: [service@northstarpropertysolutions.biz](mailto:service@northstarpropertysolutions.biz)

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

Town Hall Address: \_\_\_\_\_

Service Requested: \_\_\_\_\_

Authorizing Individual Name and Date: \_\_\_\_\_

Phone Number of Authorizing Individual: \_\_\_\_\_

Thank you and we look forward to working with you,

Matt Bevis & Troy Holmberg  
NorthStar Companies  
4338 Maple Ct. SE  
Rochester, MN 55904  
507-319-5729 or 507-456-7541