

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room. 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer observed.

MEMBERS PRESENT: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Mike Martin, and Scott Martin

MEMBERS ABSENT: Trustee Jean Hall Currie

LEGAL COUNSEL: Attorney Wm. Douglas Winters

PUBLIC COMMENTS

Ms. Kaiser, Township Resident, questioned how much the Road Commission brochure cost. She stated that the money could have been better spent in road repair.

CONSENT AGENDA

A. MINUTES OF THE SEPTEMBER 15, 2015 WORK SESSION AND REGULAR MEETING

1. STATEMENTS AND CHECKS FOR OCTOBER 6, 2015 IN THE AMOUNT OF \$1,451,298.63

B. AUGUST 2015 TREASURER'S REPORT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda. The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Supervisor Stumbo stated that Attorney Winters had discussed the General Legal Update at the work session and asked if he had additional comments. Attorney Winters stated that the property on Rossbeck Road and Gill St. was part of a demolition order by the Township and possibly the individuals who purchased these properties from the County may not be aware of that. He stated that a lot of work went in to obtaining these properties and he does not want to go through the process again if something isn't done with these properties.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 6, 2015 REGULAR MEETING MINUTES
PAGE 2**

NEW BUSINESS

1. BUDGET AMENDMENT #12

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #12 and to Approve Department Line Item Changes as Outlined (see attached).

The motion carried unanimously.

2. REQUEST FOR AUTHORIZATION TO PROVIDE \$90,000.00 TO HABITAT FOR HUMANITY FOR THE PURCHASE OF 1358 ANDREA AND 1424 ANDREA IN THE SUGARBROOK NEIGHBORHOOD FOR COMPLETE REHABILITATION AND SALE TO OWNER OCCUPIED FAMILIES BUDGETED IN LINE ITEM #101-950-000-969-010 FOR THE PURPOSE OF NEIGHBORHOOD STABILIZATION AND REVITALIZATION

A motion by Treasurer Doe, supported by Trustee Eldridge to approve the Request for Authorization to Provide \$90,000.00 to Habitat for Humanity for the Purchase of 1358 Andrea and 1424 Andrea in the Sugarbrook Neighborhood for Complete Rehabilitation and sale to Owner Occupied Families Budgeted in Line Item #101-950-000-969-010 for the Purpose of Neighborhood Stabilization and Revitalization.

Clerk Lovejoy Roe stated it has been a great relationship with the Township and Habitat for Humanity and it will continue with Habitat moving into a different neighborhood in the Township. Mr. Rob Nissly, Habitat for Humanity Housing Director, stated in the next year they will renovate 19 homes in Ypsilanti Township. He said that through the other programs that they offer they have helped 1,000 families in Ypsilanti Township over the last year. Mr. Nissly stated that they have renovated 38 homes in Gault Village and the prices for houses in Gault Village are now out of reach for Habitat to purchase. He is confident that they will have the same progress in the Sugarbrook Neighborhood.

The motion carried unanimously.

3. 1ST READING OF RESOLUTION 2015-41, PROPOSED ORDINANCE 2015-453, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 30, ARTICLE II, ENTITLED FIRE PREVENTION CODE BY ADOPTION OF THE 2012 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st Reading of Resolution 2015-41, Proposed Ordinance 2015-453 an Ordinance Amending the Code of Ordinances Chapter 30, Article II, Entitled Fire Prevention Code by Adoption of the 2012 Edition of the International Fire Prevention Code (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 6, 2015 REGULAR MEETING MINUTES
PAGE 3**

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

- 4. 1ST READING OF RESOLUTION 2015-42, PROPOSED ORDINANCE 2015-454, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE, TO REZONE 2590 EAST MICHIGAN AVENUE, PARCEL K-11-01-300-004, FROM ITS CURRENT MHP (MOBILE HOME PARK) ZONING CLASSIFICATION TO B-3 (GENERAL BUSINESS) ZONING CLASSIFICATION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve 1st Reading of Resolution 2015-42, Proposed Ordinance 2015-454, an Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, to Rezone 2590 East Michigan Avenue, Parcel K-11-01-300-004, From its Current MHP (Mobile Home Park) Zoning Classification to B-3 (General Business) Zoning Classification (see attached).

Mr. Joseph Lawson, Planning and Development Coordinator, stated that as mentioned in the work session the Township acquired the property by a foreclosure. He said the property has not sold with the current zoning classification and the Township was hoping that by changing the zoning it may create more interest for someone to purchase the property.

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

- 5. 1ST READING OF RESOLUTION 2015-43, PROPOSED ORDINANCE 2015-455, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE, TO REZONE 953 EAST MICHIGAN AVENUE, PARCEL K-11-10-205-039, FROM ITS CURRENT MHP (MOBILE HOME PARK) ZONING CLASSIFICATION TO B-3 (GENERAL BUSINESS) ZONING CLASSIFICATION**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve 1st Reading of Resolution 2015-43, Proposed Ordinance 2015-455, an Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, to Rezone 953 East Michigan Avenue, Parcel K-11-10-205-039, From its Current MHP (Mobile Home Park) Zoning Classification to B-3 (General Business) Zoning Classification (see attached).

Mr. Joseph Lawson, Planning and Development Coordinator, stated that this is another property that by rezoning will help the Township move forward with the Master Plan for Re-development within the Township.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 6, 2015 REGULAR MEETING MINUTES
PAGE 4**

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

6. REQUEST TO APPROVE ANNUAL SENIOR NUTRITION AGREEMENT WITH WASHTENAW COUNTY, FUNDED THROUGH A FEDERAL GRANT AND TO AUTHORIZE SIGNING OF THE AGREEMENT

The motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Request to Approve Annual Senior Nutrition Agreement with Washtenaw County, Funded Through a Federal Grant and to Authorize Signing of the Agreement (see attached).

The motion carried unanimously.

7. REQUEST AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR INSTALLATION OF ONE (1) OVERHEAD FED BLACK 135 WATT AUTOBAHN LED MOUNTED ON A 17'-5" CODE 48 ARM ON AN EXISTING WOOD POLE TO BE LOCATED AT THE WESTBOUND INTERSECTION OF MICHIGAN AVENUE AND DORSET IN THE AMOUNT OF \$658.28 BUDGETED IN LINE ITEM #101-956-000-926-050

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the Request Authorization to Sign Purchase Agreement with DTE for Installation of One (1) Overhead FED Black 135 Watt Autobahn LED Mounted on a 17'-5" Code 48 Arm on an Existing Wood Pole to be Located at the Westbound Intersection of Michigan Avenue and Dorset in the Amount of \$658.28 Budgeted in Line Item #101-956-000-926-050 (see attached).

The motion carried unanimously.

8. REQUEST OF NEXUS GAS TRANSMISSION FOR AUTHORIZATION TO SURVEY TOWNSHIP OWNED PARCELS K-11-23-200-001, K-11-23-400-022 AND K-11-13-330-001

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Nexus Gas Transmission for Authorization to Survey Township Owned Parcels K-11-23-200-001, K-11-23-400-022, and K-11-13-330-001.

Eldridge:	No	S. Martin:	No	Stumbo:	No
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	No

The motion failed.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 6, 2015 REGULAR MEETING MINUTES
PAGE 5**

- 9. SET PUBLIC HEARING DATE OF TUESDAY, NOVEMBER 17, 2015 AT APPROXIMATELY 7:00PM – CREATION OF LAKEVIEW #2 STREETLIGHT SPECIAL ASSESSMENT DISTRICT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Set Public Hearing Date of Tuesday, November 17, 2015 at Approximately 7:00PM- Creation of Lakeview #2 Streetlight Special Assessment District (see attached).

The motion carried unanimously.

OTHER BUSINESS

- A. WAIVE THE FINANCIAL POLICY AND AUTHORIZE WRITTEN QUOTES FOR UPGRADE OF SIGNS AT THE CIVIC CENTER**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Waive the Financial Policy and Authorize Written Quotes for upgrade of signs at the Civic Center.

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. REQUEST OF ERIC COPELAND, FIRE CHIEF, TO AWARD LOW BID FOR FIRE STATION HEADQUARTERS ROOF REPLACEMENT TO RAPID ROOFING IN THE AMOUNT OF \$49,950.00 BUDGETED IN LINE ITEM #206-970-000-971-008**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Eric Copeland, Fire Chief, to Award Low Bid for Fire Station Headquarters Roof Replacement to Rapid Roofing in the Amount of \$49,950.00 Budgeted in Line Item #206-970-000-971-008, Subject to Review and Approval of Township Attorney.

The motion carried unanimously.

- 2. REQUEST OF MIKE RADZIK, OCS DIRECTOR, TO AWARD LOW BID FOR ASBESTOS ABATEMENT AND DEMOLITION OF RESIDENTIAL STRUCTURES LOCATED AT 2215 HARMON AND 2572 HEARTHSIDE IN THE AMOUNT OF \$28,075.00 BUDGETED IN LINE ITEM #101-950-000-969-011**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Mike Radzik, OCS Director, to Award Low Bid for Asbestos Abatement and Demolition of Residential Structures Located at 2215 Harmon and 2572 Hearthside in the Amount of \$28,075.00 Budgeted in Line Item #101-950-000-969-011.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 6, 2015 REGULAR MEETING MINUTES
PAGE 6**

The motion carried unanimously.

- 3. REQUEST OF ERIC COPELAND, FIRE CHIEF, TO SEEK SEALED BIDS FOR THE REPAIR OF THE STORM DRAINS LOCATED IN THE NORTH PARKING LOT OF FIRE HEADQUARTERS AT 222 S. FORD BLVD.**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Eric Copeland, Fire Chief, to Seek Sealed Bids for the Repair of the Storm Drains Located in the North Parking Lot of Fire Headquarters at 222 S. Ford Blvd.

The motion carried unanimously.

- 4. REQUEST OF ERIC COPELAND, FIRE CHIEF, TO SEEK SEALED BIDS FOR INSTALLATION OF FIBERGLASS INSULATION IN THE ATTIC AND SOFFIT AREA OF FIRE HEADQUARTERS AT 222 S. FORD BLVD.**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Request of Eric Copeland, Fire Chief, to Seek Sealed Bids for Installation of Fiberglass Insulation in the Attic and Soffit Area of Fire Headquarters at 222 S. Ford Blvd.

The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe to adjourn, supported by Treasurer Doe .

The motion carried unanimously.

The meeting adjourned at 7:35 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #12**

October 6, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$103,404.00

Increase budget for the 4 additional cameras installed for the special tax assessment in the Thurston neighborhood and the Sugarbrook playground totaling \$19,756. The original budget amendment approved June 17, 2014 was for 21 cameras at \$93,174.21. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$19,756.00
			Net Revenues <u><u>\$19,756.00</u></u>
Expenditures:	Capital Outlay - Neighborhood Cameras	101-970-000-972.000	\$19,756.00
			Net Expenditures <u><u>\$19,756.00</u></u>

Increase the revenue line for reimbursement from Habitat for property purchase from the Township and increase the expenditure line contribution - Land Bank to reimburse the expenditure line for the property purchases made by the Township. This will be funded by the reimbursement received from Habitat for Humanity.

Revenues:	Reimbursement - Habitat Humanity	101-000-000-688.100	\$83,648.00
			Net Revenues <u><u>\$83,648.00</u></u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$83,648.00
			Net Expenditures <u><u>\$83,648.00</u></u>

Motion to Amend the 2015 Budget (#12):

Move to increase the General Fund budget by \$103,404 to \$10,151,404 and approve the department line item changes as outlined.

RESOLUTION 2015-41

Amending the Code of Ordinances, Chapter 30, Article II Entitled Fire Prevention Code by Adoption of the 2012 Edition of the International Fire Prevention Code

Whereas, the Charter Township of Ypsilanti Board of Trustees recognizes the need for a modern, up-to-date fire code addressing conditions hazardous to life and property from fire and explosion hazards; the storage, handling and use of hazardous substances and materials; and the use and occupancy of buildings and premises; and

Whereas, the International Fire Code, 2012 Edition, is designed to meet these needs through model code regulations that safeguard public health and safety; and

Whereas, the International Fire Code, 2012 Edition, is fully compatible with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code and the 2012 International Property Maintenance Code.

Whereas, the Township Fire Department recommends adoption of Ordinance 2015-453.

Now Therefore,

Be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts by reference attached Ordinance No. 2015-453 amending the Code of Ordinances of the Charter Township of Ypsilanti, Article II, Fire Prevention Code.

PROPOSED ORDINANCE NO. 2015-453

*An Ordinance Amending the Code of Ordinances,
Charter Township of Ypsilanti, Chapter 30, Article II
Entitled Fire Prevention Code by Adoption of the
2012 Edition of the International Fire Prevention Code*

The Charter Township of Ypsilanti hereby **Ordains** that Chapter 30 of the Code of Ordinances for Ypsilanti Township, Article II entitled Fire Prevention Code is hereby amended as follows:

DELETE in its entirety the current Article II entitled Fire Prevention Code (Sections 30-26 through 30-31, inclusive).

ADD the following new provision:

A. Adoption by Reference.

A certain document, copies of which are on file with the office of the Township Clerk and the Bureau of Fire Prevention, being marked and designated as the "**International Fire Code, 2012 Edition, International Code Council,**" is adopted by reference, including Appendix Chapters A through J, and all references therein printed – except those section and appendices herein amended, deleted or added. This document shall be known and may be cited as the "**Fire Prevention Code of the Charter Township of Ypsilanti,**" regulating and governing conditions hazardous to life and property from the standpoint of fire and explosion and for defining the scope of authority of the chief of the fire department and the bureau of fire prevention.

B. Purpose of Article.

The purpose of this article is to provide for the prevention of fires and the protection of persons and property from exposure to the dangers of fire and explosion; to authorize the investigation of fires and the discovery of crime or other offenses in relation thereto; to require the razing, repair and alterations of building, and the clearing and improvement of premises which constitute a fire hazard or a menace to the peace, security or safety of persons or property; to control the use and occupancies of such premises; to provide for the transportation, use and storage of inflammable liquids, compressed gases, and corrosive liquids; to prohibit the use of certain fire extinguishers and fire extinguishing agents; to provide for the administration of this article; and to fix penalties for violation of the provisions of this article.

C. Code Available for Public Use and Inspection.

Complete printed copies of the **Fire Prevention Code** of the Charter Township of Ypsilanti and supplements, therein adopted, are available for public use and inspection at the office of the Township Clerk and at the office of the Bureau of Fire Prevention.

D. References in Code.

References in the **Fire Prevention Code** of the Charter Township of Ypsilanti and supplements to the word "*state*" shall mean the State of Michigan; reference to the word "*municipality*"

shall mean the Township of Ypsilanti; references to the term “*corporation counsel*” shall be held to mean the attorney for the township; reference to the term “*bureau of fire prevention*” shall mean the township fire department; and reference to the term “*fire official*” shall be held to mean the chief of the fire department or his authorized designee.

E. Code Revisions.

The following sections of the International Fire Code, 2012 Edition, International Code Council, are hereby revised.

Section 101.1 - insert Charter Township of Ypsilanti

Section 109.3 – delete in its entirety and replace with the following provision:

Section 109.3. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under the infraction, and shall be subject to a fine as follows:

- a. The fine for any first violation of Article II shall be \$100.00.
- b. The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00.
- c. The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

The imposition of one penalty for any violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time, and, when not otherwise specified, each act or violation and every day upon which such violation shall occur shall constitute a separate offense.

The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Each day that a violation continues after due notice has been served shall be deemed a separate violation.

Section 111.4 – insert \$100 or more than \$500

Section 901.2 – Fire Sprinkler Plan Submittal (Added to read)

All fire sprinkler plans shall be submitted to the *fire official* for review. The *fire official* may request review of the sprinkler plans by a third party. The third party shall be included on a list of companies approved by the Charter Township of Ypsilanti Fire Prevention Bureau. The Charter Township of Ypsilanti Fire Prevention Bureau shall witness all required tests and field inspections of all fire sprinkler systems.

- a. A list of approved companies will be available in the Fire Prevention Bureau and the Office of Community Standards.
- b. No company will be allowed to review its own plans.

Section 906.1 - Residential Fire Extinguisher Requirements Rental Units. (Added to read)

- a. It shall be the responsibility of the owner(s) of single family and multiple family rental units to provide each living unit with a portable fire extinguisher.
- b. The fire extinguisher shall have a minimum 1A-10BC rating or higher, and shall be mounted in a readily accessible location within each dwelling unit. Each extinguisher shall be tagged to include a maintenance and inspection record and must be operable at all times.
- c. It shall be the owner's responsibility to maintain the extinguisher in accordance with NFPA 10, and such maintenance shall include, but is not limited to, recharging the extinguisher of the unit which was discharged when attempting to extinguish a documented fire. For the purpose of this section, a documented fire shall mean any fire that the Ypsilanti Township Fire Department has responded to and/or has a record of. In all other cases it shall be the responsibility of the resident to recharge the extinguisher.
- d. The resident of a single family or multiple family rental unit shall be responsible to advise the building owner, or his designated agent, whenever a required fire extinguisher is missing, damaged, discharged or in need of service.
- e. Anyone tampering with, damaging or interfering with the effectiveness of a fire extinguisher shall be in violation of this code.

Section 907.2 - Minimum Smoke Detection Requirements Rental Units. (Added to read)

- a. Each apartment, suite, or sleeping area of every single or multiple dwelling units shall be provided with a minimum of one smoke detector capable of sensing visible or invisible products of combustion.
- b. The smoke detector shall be approved or listed by recognized or independent testing laboratories and, when actuated, shall provide an alarm suitable to warn the occupants within the individual dwelling unit.
- c. A minimum of one smoke detector shall be located in the immediate area of all sleeping quarters.
- d. All single family and multiple dwelling units, including duplexes, shall comply with this section.
- e. It shall be the responsibility of the owner(s) of each rental unit to install and maintain in operating condition smoke detectors in each dwelling unit as herein provided.

f. All devices, combination of devices and equipment required herein are to be installed in conformance with the Michigan Building and Residential Codes and this section.

g. At least one smoke detector shall be installed to protect each sleeping area. A sleeping area is defined as the area or areas of the family living unit in which the bedrooms or sleeping rooms are located. When bedrooms ordinarily used for sleeping are separated by other used areas, such as kitchens or living rooms, but not bathrooms or closets, they shall be considered as separate sleeping areas for the purpose of this section.

F. Geographic Limits Referred to in Certain Sections of the Code.

The geographic limits referred to in certain sections of the 2012 International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground storage tanks outside of buildings is prohibited): *Storage of greater than 50 gallons is prohibited within 50 feet of a structure.*

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground ground storage tanks is prohibited): *Amend to add the following language:*

- a. *An above ground storage tank shall not be erected less than 300 feet (92 meters) from any of the following:*
 - i. *a mineshaft.*
 - ii. *an air escape shaft for a mine.*
 - iii. *a school*
 - iv. *a church*
 - v. *a hospital*
 - vi. *a theater*
 - vii. *assembly occupancies for 50 or more persons.*
- b. *The above ground storage tank, loading operation, or unloading operation shall not be installed closer than 25 feet (7.6 meters) plus 1 inch (25 millimeters) per 1,000 volts, measured horizontally from the nearest conductor or power lines, except that a service entrance and service line may be closer than 25 feet (7.6 meters), but shall not be over a tank loading or unloading area.*

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): *Amend to add the following language:*

- a. *Stationary containers with storage greater than 45 gallons is prohibited within 50 feet of the following:*
 - i. *Places of public assembly*
 - ii. *Non-ambulatory patient areas*
- b. *Stationary containers with storage greater than 45 gallons is prohibited within 15 feet of the following:*
 - i. *Combustible materials such as paper, leaves, weeds, dry grass or debris exposure hazards*

- c. *Stationary containers with storage greater than 45 gallons is prohibited within 10 feet of the following:*
 - i. *Air intakes*

- d. *Stationary containers with storage greater than 45 gallons is prohibited within 5 feet of the following:*
 - i. *Lot lines*

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): *Amend to add the following language:*

For the protection of heavily populated and congested areas, the maximum aggregate capacity of any installation of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons within 50 feet (15.2 meters) of a structure.

G. Rights and Remedies are Cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

H. Severability Clause.

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses or phrases by declared unconstitutional.

I. Publication.

This Ordinance shall be published in a newspaper of general circulation as required by law.

J. Effective Date.

This Ordinance shall be effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-453 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on October 6, 2015. The second reading is scheduled to be heard on October 20, 2015.


 Karen Lovejoy Roe, Clerk
 Charter Township of Ypsilanti

RESOLUTION 2015-42

Rezoning of 2590 East Michigan Avenue, Parcel K-11-01-300-004, From its Current MHP (Mobile Home Park) District Zoning Classification to B-3 (General Business) District Classification

Whereas, at its regularly scheduled meeting held **August 25, 2015**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a rezoning request for a certain parcel of property comprising 5.55 acres, commonly identified as 2590 East Michigan Avenue, Parcel ID K-11-01-300-004, from the MHP (mobile home park) zoning district to the B-3 (general business district) zoning district; and

Whereas, the rezoning request is consistent with the Township's current Master Plan; and

Whereas, proposed Ordinance No. 2015-454 rezones 2590 East Michigan Avenue, Parcel ID K-11-01-300-004, from MHP District to B-3 District zoning classification; and

Whereas, the Township Board of Trustees agrees that the rezoning is appropriate.

Now Therefore,

Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2015-454 attached hereto, by reference, in its entirety.

ORDINANCE 2015-454

***An Ordinance Amending Ordinance No. 74,
Township Zoning Ordinance, So As To Rezone
2590 East Michigan Avenue, being Parcel ID K-11-01-300-004,
From Its Current MHP (mobile home park) District Zoning
Classification To B-3 (general business) District Zoning Classification***

The Charter Township of Ypsilanti hereby ordains that

Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 5.55 acres of land located at 2590 East Michigan Avenue, also known as Parcel ID K-11-01-300-004, and more particularly described as follows:

See attached legal description labeled "Attachment A" shall be rezoned from its current MHP (mobile home park) District zoning classification to the B-3 (general business) District zoning classification.

The Zoning Map, as incorporated by reference, in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore-described parcel of property from its MHP District zoning classification to the B-3 District zoning classification.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Non Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.


Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-454 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on October 6, 2015. The second reading is scheduled to be heard on October 20, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2015-43

Rezoning of 953 East Michigan Ave, Parcel K-11-10-205-039, From Its Current MHP (Mobile Home Park) District Zoning Classification to B-3 (General Business) District Zoning Classification

Whereas, at its regularly scheduled meeting held **August 25, 2015**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a rezoning request for a certain parcel of property comprising 6.52 acres, commonly identified as 953 East Michigan Avenue, Parcel ID K-11-10-205-039, from the MHP (mobile home park) zoning district to the B-3 (general business district) zoning district; and

Whereas, the rezoning request is consistent with the Township's current Master Plan; and

Whereas, proposed Ordinance No. 2015-455 rezones 953 East Michigan Avenue, Parcel ID K-11-10-205-039, from MHP District to B-3 District zoning classification; and

Whereas, the Township Board of Trustees agrees that the rezoning is appropriate.

Now Therefore,

Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2015-455 attached hereto, by reference, in its entirety.

PROPOSED ORDINANCE 2015-455

***An Ordinance Amending Ordinance No. 74,
Township Zoning Ordinance, So As To Rezone
953 East Michigan Avenue, being Parcel ID K-11-10-205-039,
From Its Current MHP (mobile home park) District Zoning
Classification To B-3 (general business) District Zoning Classification***

The Charter Township of Ypsilanti hereby ordains that

Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 6.52 acres of land located at 953 East Michigan Avenue, also known as Parcel ID K-11-10-205-039, and more particularly described as follows:

See attached legal description labeled "Attachment A" shall be rezoned from its current MHP (mobile home park) District zoning classification to the B-3 (general business) District zoning classification.

The Zoning Map, as incorporated by reference, in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore-described parcel of property from its MHP District zoning classification to the B-3 District zoning classification.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Non Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

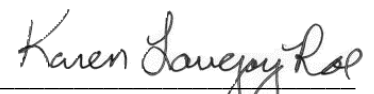
Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-455 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on October 6, 2015. The second reading is scheduled to be heard on October 20, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

COUNTY OF WASHTENAW, MICHIGAN

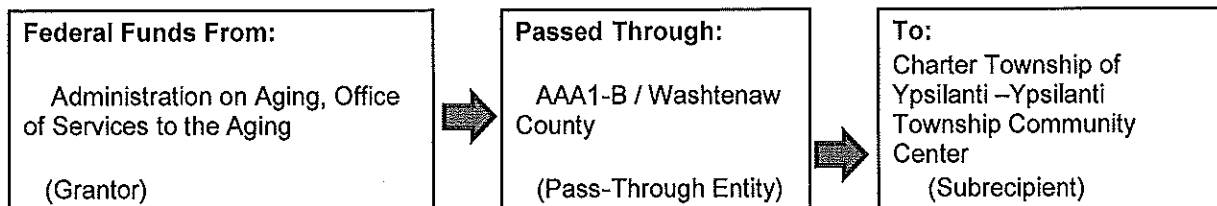
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 1st day of October, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, Charter Township of Ypsilanti located at 7200 S. Huron River Dr., Ypsilanti, MI. 48198 on behalf of Ypsilanti Township Community Center (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Special Programs for the Aging Title III, Part C Nutrition as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Ypsilanti Township Community Center
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	16-9052-CH
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	October 1 st , 2015
Subaward Period of Performance (start and end date)	October 1 st , 2015 through September 30 th , 2016
Amount of Federal Funds Obligated by this Agreement	\$15,000.00

Total Amount of Federal Funds Obligated to the Subrecipient	\$15,000.00
Total Amount of the Federal Award	\$15,000.00
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	Congregate meals for program participants ≥60 years old.
Name of Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Jamila Rahman, rahmanj@ewashtenaw.org
CFDA Number and Name	93.045; Special Programs for the Aging Title III, Part Nutrition Services
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	N/A

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate meals programs for the Ypsilanti Township Community Center located at 2025 E. Clark Road, Ypsilanti, MI. 48198 in accordance with local, state, and federal requirements as outlined in Attachment D, *Scope of Services*.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

The County will pay the Subrecipient an amount not to exceed **fifteen thousand dollars (\$15,000.00)**. The County agrees to make payments in quarterly installments in accordance with the budget and timeline in Attachment E, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to *Andrea Plevak* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports *QUARTERLY* to *Jamila Rahman, Human Services Program Specialist*. The Subrecipient shall submit programmatic reports *QUARTERLY* to *Jamila Rahman, Human Services Program Specialist*

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on *October 1st, 2015* and ends on *September 30th, 2016 with an option to extend an additional 3 year(s)*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County. Both parties will agree in writing prior to the end of the contract to extend agreement for one year.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act - Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the

project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances (Attachment A)
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment B)
3. Audit Certification (Attachment C)

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority,

express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this agreement. The

additional insured provision does not apply to agreements with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County *c/o: Office of Community and Economic Development* P. O. Box 915, Ypsilanti, MI 48197, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona

bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CHARTER TOWNSHIP OF YPSILANTI (Subrecipient)
-Ypsilanti Township Community Center

By: _____
Brett D. Lenart (DATE)
(OCED Interim Director)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BY: Brenda Stumbo 10-7-15
Brenda Stumbo (DATE)
(Charter Twp. of Ypsilanti Supervisor)

Karen Lovejoy Roe 10-7-15
Karen Lovejoy Roe

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Brenda L. Stumler
 Signature of Subrecipient's Authorized Representative
Charter Twp. of Ypsilanti
 Name of Subrecipient Organization

Supervisor
 Title of Subrecipient's Authorized Representative
Clerk
10-7-15
 Date Submitted

ATTACHMENT B

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 —

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Charter Twp. of Ypsilanti
Name of Subrecipient Organization

Brenda Stumbo, Supervisor/Karen Lovejoy Roe, Clerk
Printed Name and Title of Subrecipient's Authorized Representative

Brenda Stumbo
Signature of Subrecipient's Authorized Representative

10-7-15

Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Doreen S. Stenmark *A. K. Gupta* 10-7-15
Signature of Subrecipient's Authorized Representative Date

For Washtenaw County Use Only

Reviewed By: _____ Date: _____

Attachment D:
Scope of Services

Congregate Meals Program

I. Participants

Eligibility Criteria

The Senior Nutrition Program will serve individuals that meet the following criteria:

- a. The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older.
- b. Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided, may receive such services.
- c. Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants.

Participant Registration and Recordkeeping

Upon registration, the participant should be provided the Participant Welcome Packet developed by OCED. Each participant must complete a registration form for the program. This form is submitted to OCED as soon as possible for entry into the database. Participants must sign on the Daily Sign-in Sheet prior to receiving each meal. Daily Sign-in Sheets must be submitted to OCED each month.

Participant Donations

Individuals who meet the above criteria will be encouraged to donate \$3.00 per meal, although no one will be turned away for inability to pay.

Individuals not otherwise eligible may be served if meals are available, and they must pay \$5.50 and receive a receipt for their payment. Meals for these individuals may only be provided after all eligible participants have been served.

Donations must be counted and signed for by two people and kept in a locked container until deposited into a bank account. At the end of each month, sites must mail to OCED the original deposit receipts and documentation showing that each day's donations were counted and signed for by two individuals. Donations will be invested back into the Senior Nutrition Program by OCED. Donation Summary sheets and donation deposit receipts must be submitted to OCED each month.

Referrals

Each congregate nutrition provider shall be able to provide information about the nearest home delivered meals program and be prepared to make referrals for persons who may be eligible for a home delivered meals program.

OCED will connect each site to food assistance program information, as well as services that exist locally, including other AAA 1-B partners. Each site shall take steps to inform participants about local, state, and federal food assistance programs and provide information and referral to assist the individual with obtaining benefits. Sites will also refer participants to other services, as needed.

Participant Complaints

Sites will handle initial participant complaints. Should a complaint be unable to be resolved, the complaint must be addressed in accordance with the Senior Nutrition Program Grievance Procedure.

Postings

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the Office of Services to the Aging (OSA) Community Nutrition Services poster. A site may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program; additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster:

- The name of the nutrition project director
- The nutrition project director's telephone number
- The suggested donation for eligible participants
- The guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the OSA poster: No persons shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under the program because of age, race, color, national origin, or handicap. If you believe you have been discriminated against, please contact the Affirmative Action Officer at the Michigan office of Services to the Aging, 517-373-2057 or the Chicago Regional Office of Civil Rights, 312-886-2359.

II. Facilities and Safety

Accessible site

Senior Nutrition Program sites must be operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred.

Site Access, Maintenance, Security

Sites are responsible for

- Care and maintenance of the facility, including restrooms, equipment, kitchen, storage areas and areas of common use
- Snow removal
- Utility payments
- Arranging fire safety inspections; all reports must be forwarded to OCED
- Licensing by the Public Health Department
- Insurance coverage
- Security procedures

Fire safety standards

Each meal site must be inspected, by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill. At a minimum, documentation of a fire drill must include the date of the fire drill and a signature verifying that the fire drill occurred. Best practices suggest that documentation should also include items such as number of minutes to evacuate, aspects that went well, and aspects that require improvement.

Michigan Food Code

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The site shall submit copies of inspection reports electronically to OCED within five days of receipt for all facilities in which the Senior Nutrition Program is conducted. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.

Site staff is responsible for measuring the temperature of food items upon arrival and immediately prior to service. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to service. Cold foods should stay below 41 degrees. Measured temperatures must be recorded daily on the temperature chart to be submitted to OCED each month.

Site Closure

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources)

All closures must be approved by OCED. If a closure occurs without approval, funding may be withheld and/or recaptured at OCED's discretion.

Emergency Preparedness

In cases of inclement weather, sites should close their program when the school district in the area is closed. Closure must immediately be reported to OCED.

Procedures to be followed in the event of a medical emergency must be posted. Staff and volunteers will be trained by OCED during in-services on procedures to be followed in the event of a medical emergency.

III. Staffing

Staff

OCED will provide training in identified competency areas twice per year at Senior Nutrition Program in-services. Each site must designate a "Site Coordinator" to serve as point person for OCED. Site coordinators are expected to train staff members on an ongoing basis and manage all staff members in order to carry out expected duties. Training provided by site staff members should include, at a minimum, day-to-day operations, food safety basics, and Senior Nutrition Program policies and procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

Volunteers

Sites are responsible for volunteer recruitment, orientation, ongoing training, and management for day-to-day activities. Sites are expected to use the Volunteer Training Manual provided by OCED. Volunteers must submit a volunteer registration form. Volunteer time must be documented to be included as an in-kind contribution to the Senior Nutrition Program using the In-Kind Documentation Form. Forms must be submitted monthly to OCED.

In-service Training

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service.

IV. Meals

Assistive Eating Devices

Each site shall make available, store and clean, upon request, food containers and utensils used as assistive devices for participants who are living with disabilities as part of a therapeutic program.

Non-Approved Meals

Funding provided by OCED may not be used to contribute towards potluck dining activities.

Food Taken Out of Meal Site

Sites may allow leftovers (food served to participants and not eaten) to be taken out of the site if the following conditions are met:

- a. A sign shall be posted near the congregate meal sign informing the meal participants that all food removed from the site becomes the responsibility of the individual.
- b. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up.
- c. All participants receive written material about food safety and preventing food-borne illness annually.
- d. The individual is required to sign a waiver statement that has been added to the registration form that states that they are responsible for food taken out of the site.
- e. Containers are not provided for the leftovers.

If a regular congregate meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven (7) days. If needed for more than seven days, the participant should be evaluated for home delivered meals. If the person taking out the meal is also a regular congregate participant, they may also take their meal out.

OCED will provide technical assistance and materials for carrying out this policy if necessary.

Nutrition Education

OCED will provide nutrition education materials to be distributed each month to participants. Additionally, OCED will arrange for any additional nutrition education sessions and coordinate with the site to deliver the nutrition education. Sites are welcome to arrange for additional nutrition education activities.

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of September 30, 2015 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	43760394	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Westbound intersection of Michigan Ave (US-12) & Dorset Ave in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install 1 overhead fed black 135 watt Autobahn LED mounted on a 17'-6" Code 48 arm on an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$179.90	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,197.98
	Credit for 3 years of lamp charges:	\$539.70
	CIAC Amount (cost minus revenue)	\$658.28
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: <i>Brenda L. Stumbo</i> <i>Karen Lovejoy Roe</i> Brenda L. Stumbo Karen Lovejoy Roe	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment.

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

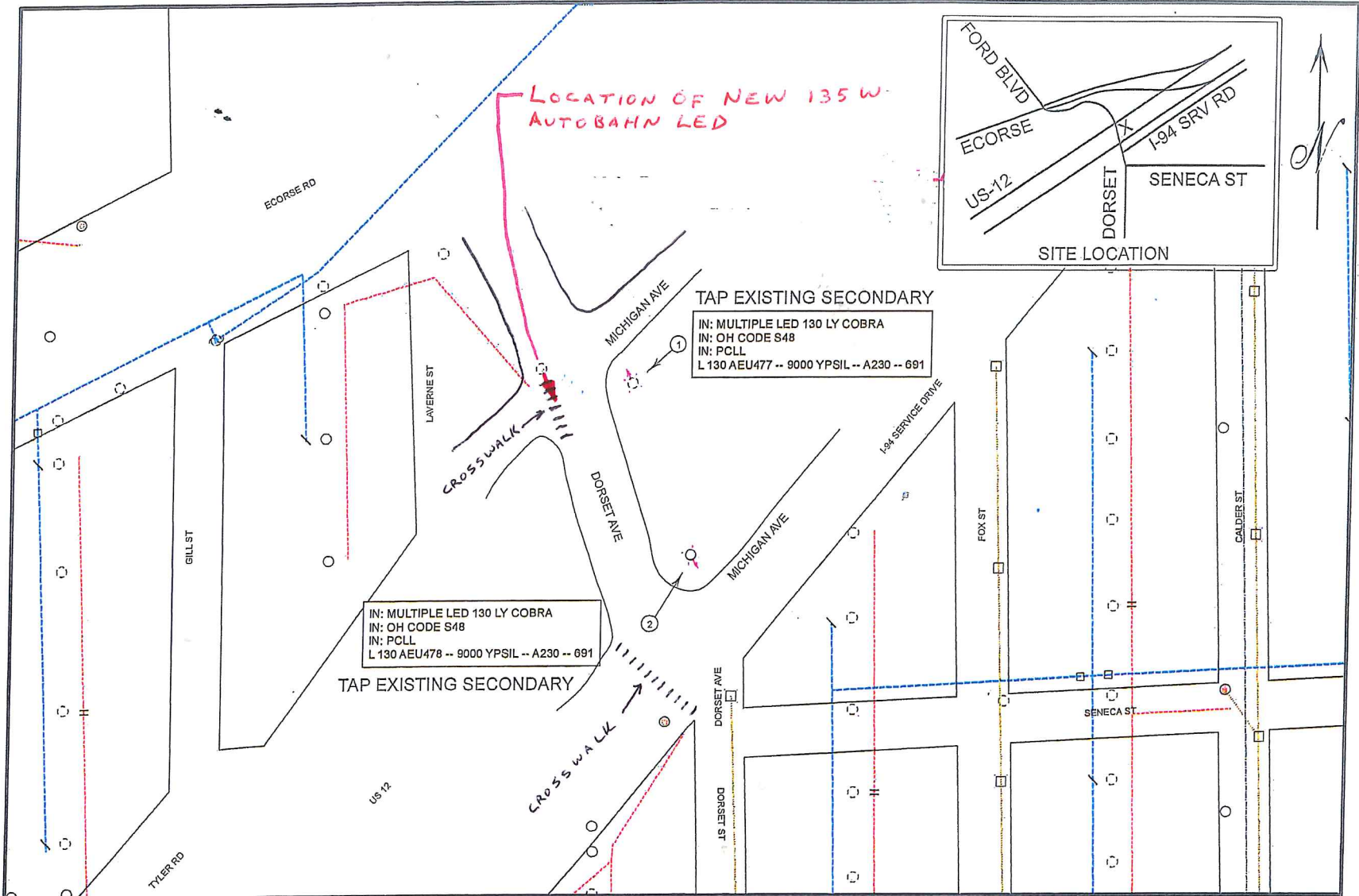
By: Brenda L. Stumbo | Karen Lovejoy Roe

Name: Brenda L. Stumbo | Karen Lovejoy Roe

Title: Supervisor | Clerk

10-7-15

10-7-15



Work Order # 42872982		Work Order Description NBUS - 2 OH - MICHIGAN (US-12) & DORSET - YPSILANTI TWP		GIS-DSN 42872983	SRW	RSD	PH	PLC
Service Center ANN		Circuit #1 EMRCK2922	Circuit #2	COH 42872992	COS	CUG	CUL	CUS
Worksite City Ypsilanti township, Washtenaw County			Worksite Twp.	Worksite County				SCMAT 42872991
Town	Range	Section	Qtr	Planner Name Shaw, Richard H	CUE Request # 531558	Version 1	Plot Date 7/20/2015	Scale NONE
		03S07E11						