

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 5, 2016 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00pm 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 and Trustees: Stan Eldridge, Mike Martin, Scott Martin

**Members Absent:** Trustee Jean Hall Currie

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. 7:00PM – CONSIDERATION OF THE REVOCATION OF THE CLASS C LIQUOR  
LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER RD  
(PUBLIC HEARING SET AT THE MARCH 1, 2016 REGULAR MEETING)**

Supervisor Stumbo declared the Public Hearing open at 7:03 pm and asked if the petitioners were present.

Attorney Angela King appearing for the Township stated prior to the hearing she provided the representatives of the license holder copies of all the exhibits that she will present this evening. Attorney King asked the gentlemen to identify themselves. They identified themselves as Alsermo Arellano of Cincinnati, OH and Martin Alvaerec of Ypsilanti, Michigan.

Attorney King questioned Michael Radzik, OCS Director regarding the documents that had been issued to Las Dos Fuente LLC. She presented Exhibit #1, #2, #3, #4, #7, #9, #14, #15, and #17 and Mr. Radzik explained what each were. Attorney King moved to admit all the exhibits that Mr. Radzik had testified to. There were no objections. Mr. Arellano and Mr. Alvaerec had no questions for Mr. Radzik.

Attorney King asked William Elling, Ordinance Administrator about Exhibit #5, #6, #8, #13, and #16. Attorney King moved to admit all the exhibits that Mr. Elling had testified to. There were no objections.

Attorney King asked Joseph Lawson, Director of Planning for Ypsilanti Township about Exhibit #11 & #12. Attorney King moved to admit the exhibits that Mr. Lawson had testified to. There were no objections.

Attorney King asked Alex Mamo, Chief Building Official for Ypsilanti Township about Exhibit #10 & #18. Attorney King moved to admit the exhibits that Mr. Mamo had testified to. There were no objections.

Supervisor Stumbo asked Mr. Arellano and Mr. Alvaerec if they had any objections and they said they did not.

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Attorney King stated to the board that she did not have any other witnesses to present on behalf of the Township.

Supervisor Stumbo asked Mr. Arellano and Mr. Alvaerec if they would like to address the Board. Mr. Arellano explained that he had spoken with his father and his father wanted him to apologize to the Board. Mr. Arellano stated that his father had purchased the building and the contractor he hired took advantage of him. Mr. Arellano said that his father is trying to finish this project himself without taking out any loans. He also stated that his father is a diabetic and is now blind from the disease. Mr. Arellano said he will explain these proceedings to his father.

A court stenographer was present during this hearing.

Supervisor Stumbo closed the Public Hearing at 7:55pm.

**PUBLIC COMMENTS**

Ms. Kaiser, Township Resident would like to thank YCUA for making sure the water was not backing up on her street, she also thanked Waste Management, especially Jerry her specific waste collector, who she saw picking up pieces of garbage that the wind had blown throughout her neighborhood and that he retrieved. Ms. Kaiser also asked about getting her neighbors a copy of the Helpful Handbook that the township mailed out at the beginning of the year.

Mr. Lyle Tindall, Township Resident, complained that Budget Towing towed his motorcycle away and Budget Towing damaged his yard. Mr. Radzik will follow up with Mr. Tindall.

**CONSENT AGENDA**

- A. MINUTES OF THE MARCH 1, 2016 WORK SESSION AND REGULAR MEETING
- B. MINUTES OF THE MARCH 15, 2016 WORK SESSION AND REGULAR MEETING
- C. STATEMENTS AND CHECKS
  - 1. STATEMENTS AND CHECKS FOR APRIL 5, 2016 IN THE AMOUNT OF \$1,279,421.22

**A motion was made by Treasurer Doe, supported by Trustee S. Martin to approve the Consent Agenda**

The motion carried unanimously.

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**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated that they had a padlock case involving a property on Woodlawn Ct. that was raided and had evidence of being a meth house and involved removal of two minor children. Attorney Winters also stated that they had another incident with an apartment above a business on McCartney where illegal weapons were found when the apartment was evacuated.

Attorney Winters stated that the new owners of Gault Village had not addressed any of the issues with the shopping center. He said that a retaining wall has crumbled and the backyards of residents are now exposed to the alley.

Supervisor Stumbo asked Attorney Winters what we could do for the residents that are affected by the crumbled retaining wall. He stated that it was his priority number one for getting it resolved.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #6**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Budget Amendment #6 (see attached).**

The motion carried unanimously.

**2. RESOLUTION 2016-13, AMENDING PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT TO INCLUDE SMOKING LOUNGES**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Resolution 2016-13, Amending Professional service fees for Township, Attorney, Planner, Engineer and Fire Department to include Smoking Lounges(see attached).**

The motion carried unanimously.

**3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF RENEWABLE ENERGY CREDITS PURCHASE AND SALE AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE FORD LAKE HYDRO STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A Motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve the Request of Michael Saranen, Hydro Operations for Approval of Renewable Energy Credits Purchase and Sale Agreement Between the Charter**

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**Township of Ypsilanti and the Ford Lake Hydro Station and to Authorize Signing of the Agreement(see attached).**

The motion carried unanimously.

**4. REQUEST OF ANGIE VERGES, RECREATION SUPERINTENDENT TO ACCEPT THE 2016 BUILDING HEALTHY COMMUNITIES GRANT FROM THE MICHIGAN RECREATION AND PARK ASSOCIATION IN THE AMOUNT OF \$34,000.00 AND TO AUTHORIZE SIGNING OF THE PARTNERSHIP AGREEMENT**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Angie Verges, Recreation Superintendent to Accept the 2016 Building Healthy Communities Grant from the Michigan Recreation and Park Association in the Amount of \$34,000.00 and to Authorize Signing of the Partnership Agreement(see attached).**

The motion carried unanimously.

**Supervisor Stumbo asked Angie Verges, Recreation Superintendent to explain the Grant that was received. Ms. Verges stated the Township was one of ten communities to receive the Grant which is for a walking program for seniors and a come out and play program for youth. Ms. Verges said that the program will take place during three 6 week periods of time between now and the end of September 2016. Ms. Verges stated that a certain portion of the money must be designated for park improvements and she said they would use it at Appleridge Park.**

**5. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR AUTHORIZATION TO ENTER INTO NEGOTIATIONS FOR THE SALE OF TOWNSHIP OWNED PARCELS K-11-14-484-012 AND K-11-14-484-014**

**A Motion was made by Treasurer Doe, supported by Trustee M. Martin to Approve the Request of Brian McCleery, Assistant Assessor for Authorization to enter into Negotiations for the Sale of Township Owned Parcels K-11-14-484-012 and K-11-14-484-014 for the Purpose of a Home Occupied Lot.**

The motion carried unanimously.

**6. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL SUBDIVISION ROAD TREE REMOVAL PROJECT IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-956-000-926-100 WITH 50% OR \$10,000.00 TO BE REIMBURSED TO THE TOWNSHIP AFTER NOVEMBER 1, 2016**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request to Approve Agreement with the Washtenaw County Road**

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**Commission for 2016 Local Subdivision Road Tree Removal Project in the Amount of \$20,000.00 Budgeted in Line Item #101-956-000-926-100 with 50% or \$10,000.00 to be Reimbursed to the Township after November 1, 2016(see attached).**

The motion carried unanimously.

- 7. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR PURCHASE OF ONE (1) 135 WATT AUTOBAHN LED STYLE FIXTURE WITH BLACK HOUSING MOUNTED ON A 17'6" ARM MOUNTED ON A NEW WOOD POLE IN THE AMOUNT OF \$1,693.02 TO BE LOCATED AT THE CROSSWALK AT TEXTILE RD. AND LAKE DR. BUDGETED IN LINE ITEM #101-956-000-926-050**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request for Authorization to Sign Purchase Agreement with DTE for Purchase of one (1) 135 Watt Autobahn LED Style Fixture with Black Housing Mounted on a 17'6" Arm Mounted on a New Wood Pole in the Amount of \$1,693.02 to be Located at the Crosswalk at Textile Rd. and Lake Dr. Budgeted in Line Item #101-956-000-926-050(see attached).**

The motion carried unanimously.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1745 HEATHERRIDGE ST. AND 2720 WASHTENAW AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Properties Located at 1745 Heatherridge St. and 2720 Washtenaw Ave. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.**

The motion carried unanimously.

- 9. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR THE ACQUISITION OF AN AERIAL APPARATUS**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Eric Copeland, Fire Chief for Approval of Memorandum of Understanding Between the Superior Township Fire Department and its' Regional Participating Partners for the 2015 Assistance for Firefighters Grant Program for the Acquisition of an Aerial Apparatus(see attached).**

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The Motion carried unanimously.

**10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE VAN BUREN TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR THE PURCHASE OF THE TWENTY-SEVEN (27) SELF CONTAINED BREATHING APPARATUS'S WITH A 10% CONTRIBUTION REQUIRED FROM THE TOWNSHIP IN THE AMOUNT OF \$16,779.00 BUDGETED IN LINE ITEM #206-970-000-979-005**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Eric Copeland, Fire Chief for Approval of Memorandum of Understanding Between the Van Buren Township Fire Department and its' Regional Participating Partners for the 2015 Assistance for Firefighths Grant Program for the Purchase of the Twenty-Seven (27) Self Contained Breathing Apparatus's with a 10% Contribution Required from the Township in the Amount of \$16,799.00 Budgeted in Line Item #205-970-000-979-005(see attached).**

The motion carried unanimously.

**11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A CHIPPER TRUCK CHASSIS FROM WOLVERINE TRUCKING THROUGH THE MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK IN THE AMOUNT OF \$84,329.00 AND ONE (1) ARBORTECH WIDE CHIP BOX FROM CANNON TRUCK EQUIPMENT THROUGH MIDEAL CONTRACT NUMBER 071B2200263 IN THE AMOUNT OF \$20,746.00 AND A CONTINGENCY AMOUNT OF \$5,000.00 FOR ANY UNFORESEEN MISCELLANEOUS ITEMS FOR A TOTAL AMOUNT OF \$109,805.00 BUDGETED IN LINE ITEM #226-226-000-985-000**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Jeff Allen, Residential Services Director for Authorization to Purchase a Chipper Truck Chassis from Wolverine Trucking Through the Michigan Inter-Governmental Trade Network in the Amount of \$84,329.00 and One (1) Arbortech Wide Chip Box from Cannon Truck Equipment Through Mideal Contract Number 071B2200263 in the Amount of \$20,746.00 and a Contingency Amount of \$5,000.00 for any Unforeseen Miscellaneous Items for a Total Amount of \$109,805.00 Budgeted in Line Item #226-226-000-985-000 and Authorize the Trade in or Sale of the Old Truck for \$8,500.00**

The motion carried unanimously.

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**12. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ADVERTISE AND  
INTERVIEW POTENTIAL CANDIDATES FOR VACANT ACT 54 INSPECTOR  
POSITIONS**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to  
Approve the Request of Mike Radzik, OCS Director to Advertise and Interview  
Potential Candidates or Vacant Act 54 Inspector Positions.**

The motion carried unanimously.

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:26 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #6**

April 5, 2016

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$61,990.00**

Increase budget for Wages -Back Fill Temp for the parks and maintenance department. We have had a full time employee out on workers compensation on and off over a period of 3 years. This has made it necessary to use more temporary help to cover the maintenance of our parks continuing on into 2016.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$50,000.00
		<b>Net Revenues</b>	<u><u>\$50,000.00</u></u>
Expenditures:	Wages - Back Fill Temp	101-774-000-707.050	\$50,000.00
	FICA	101-774-000-715.000	\$725.00
	Deferred Compensation	101-774-000-723.000	\$650.00
		<b>Net Expenditures</b>	<u><u>\$51,375.00</u></u>

Increase budget for the purchase of the new fire truck by \$10,615. The prepay for the fire truck was not made in 2014 and has been added to the final invoice. There was also additional for the graphic decaling on the fire truck. The new fire truck will be delivered this April. The Fire Department will be making annual payments back to the General Fund of \$59,521.50 over a 10 year period. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,615.00
		<b>Net Revenues</b>	<u><u>\$10,615.00</u></u>
Expenditures:	Capital Outlay - Fire Truck	101-970-000-975.206	\$10,615.00
		<b>Net Expenditures</b>	<u><u>\$10,615.00</u></u>

**206 - FIRE FUND**

**Total Increase \$16,799.00**

Budget Fire Department's 10% grant matching amount of \$16,799 for a FEMA Grant in the amount of \$167,794. This will be for 27 Self Contained Breathing Apparatus' (SCBA) at a grand total of \$184,573. The administration of the grant will flow through Van Buren Township Fire Department. This will be funded by an Appropriation of Prior Years Fund Balance.

Revenues:	Prior Year Appropriation	206-000-000-699.000	\$16,799.00
		<b>Net Revenues</b>	<u><u>\$16,799.00</u></u>
Expenditures:	Cap Outlay - Fire Equip FED Grant	206-970-000-979.005	\$16,799.00
		<b>Net Expenditures</b>	<u><u>\$16,799.00</u></u>



**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #6**

April 5, 2016

<b>212 - BIKE, SIDEWALK, RECREATION, ROADS, &amp; GENERAL FUND</b>	<b>Total Increase</b>	<b><u><u>\$36,500.00</u></u></b>
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Increase budget by \$2,500 for the final inspection and "as Built" by OHM for the Lakeside Park Boathouse. This final work went into 2016 due to the weather. The grant project is now complete. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	212-000-000-699.000	\$2,500.00
		Net Revenues	<u><u>\$2,500.00</u></u>

Expenditures:	Lakeside Park Grant Project	212-970-000-974.037	\$2,500.00
		Net Expenditures	<u><u>\$2,500.00</u></u>

Increase budget by \$34,000 for the Grant with Michigan State Recreation & Parks for the Building Health Communities. This program awards \$24,000 for park improvements and \$10,000 for program implementation for the Walk with Ease and Come Out and Play programs. This will be funded by a grant from the State.

Revenues:	MI State Grant - Rec/Parks	212-000-000-569.026	\$34,000.00
		Net Revenues	<u><u>\$34,000.00</u></u>

Expenditures:	Park Improvements	212-970-000-975.795	\$34,000.00
		Net Expenditures	<u><u>\$34,000.00</u></u>

<b>226 - ENVIRONMENTAL SERVICES FUND</b>	<b>Total Increase</b>	<b><u><u>\$110,000.00</u></u></b>
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Increase budget by \$110,000 for the purchase of a new chipping truck to replace the old 1999 truck that is no longer road worthy. The replacement of the chipping truck was on the Capital Improvement Plan for 2014. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	226-000-000-699.000	\$110,000.00
		Net Revenues	<u><u>\$110,000.00</u></u>

Expenditures:	Capital Outlay/Vehicles	226-226-000-985.000	\$110,000.00
		Net Expenditures	<u><u>\$110,000.00</u></u>

Motion to Amend the 2016 Budget (#6):

Move to increase the General Fund budget by \$61,990 to \$8,859,968 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$16,799 to \$5,251,478 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads & General Fund budget by \$36,500 to \$1,563,236 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$110,000 to \$2,712,276 and approve the department line item changes as outlined.

# Charter Township of Ypsilanti

## Resolution No. 2016-13

### Amendment to Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department

**WHEREAS**, the Charter Township of Ypsilanti has previously adopted Professional Fees for Township, Attorney, Planner, Engineer and Fire Department which schedule is from time to time amended; and

**WHEREAS**, the Charter Township of Ypsilanti recently adopted Ordinance 2016-456 regulating smoking lounges that requires a business license; and

**WHEREAS**, the business license application process requires a background investigation of the applicant, verification of regulatory and zoning requirements, and code inspections of the proposed physical location; and

**WHEREAS**, the Charter Township of Ypsilanti wishes to amend Resolution No. 2014-36, Professional Fees for Township, Attorney, Planner, Engineer and Fire Department by adding the following fees and hourly rates:

#### Smoking Lounge Business License


- License Application Fee: \$200 (background investigation)
- Planner Fee: \$90/hr with two-hour minimum deposit for zoning verification to include parking calculations, setback verifications, etc.
- Building Inspection Fee: \$50
- Fire Safety Inspection Fee: \$50

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti amends Resolution No. 2014-36 by adding the above described fees and hourly rates for the regulation of smoking lounges.

**BE IT FURTHER RESOLVED** that any previous Professional Service Fees not in conformity with those contained in this resolution shall be repealed.

**BE IT FURTHER RESOLVED** that the fees and hourly rates contained in this resolution to amend the existing fee schedule for Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on April 12, 2016.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 5, 2016.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE AGREEMENT (“Agreement”)

<b>Buyer:</b>	Charter Township of Ypsilanti	Address: 7200 S. Huron River Dr. Ypsilanti MI, 48197
<b>Buyer Contact :</b>	Contact Name: Brenda Stumbo	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
<b>Seller:</b>	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
<b>Seller Contact:</b>	Contact Name: Michael Saranen	Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail: msarane@ytown.org
<b>Transaction Date:</b>		
<b>Product:</b>	Michigan RECs/IRECs	
<b>Vintage:</b>	09/2014 to 05/2015	
<b>Quantity:</b>	1,185	
<b>Purchase Price:</b>	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
<b>Transfer of RECs:</b>	Seller shall transfer to Buyer via MiREC a 1,185 RECs/IRECs on or before March 15, 2016.	
<b>Payment:</b>	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller’s Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
<b>General Terms and Conditions:</b>	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an “Event of Default”): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following</p>	

remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement.

Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, and any of said other party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by said party including any adverse liens, claims or encumbrances on the RECs.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Houston, Texas. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be

responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same Instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer:		Seller:	
Signature:	Title: Supervisor/Clerk	Signature:	Title: Supervisor/Clerk
<i>Brenda L. Stumbo</i>	<i>Karen Lovejoy Roe</i>	<i>Brenda L. Stumbo</i>	<i>Karen Lovejoy Roe</i>
Printed Name:	Date: April 6, 2016	Printed Name:	Date: April 6, 2016
Brenda L. Stumbo / Karen Lovejoy Roe		Brenda L. Stumbo / Karen Lovejoy Roe	

RECS	Sep-14	MIRECS-REC-119-MI-09-2014-24993-464 to 517	54
IREC	Sep-14	MIRECS-IREC-119-MI-09-2014-24994-41 to 49	9
RECS	Oct-14	MIRECS-REC-119-MI-10-2014-25241-401 to 499	99
IREC	Oct-14	MIRECS-IREC-119-MI-10-2014-25242-43 to 52	10
RECS	Nov-14	MIRECS-REC-119-MI-11-2014-25955-472 to 588	117
IREC	Nov-14	MIRECS-IREC-119-MI-11-2014-25956-41 to 49	9
RECS	Dec-14	MIRECS-REC-119-MI-12-2014-26764-674 to 841	168
IREC	Dec-14	MIRECS-IREC-119-MI-12-2014-26765-64 to 78	15
RECS	Jan-15	MIRECS-REC-119-MI-01-2015-26974-560 to 698	139
IREC	Jan-15	MIRECS-IREC-119-MI-01-2015-26975-49 to 59	11
RECS	Feb-15	MIRECS-REC-119-MI-02-2015-27999-333 to 415	83
IREC	Feb-15	MIRECS-IREC-119-MI-02-2015-28000-32 to 38	7
RECS	Mar-15	MIRECS-REC-119-MI-03-2015-28890-867 to 1082	216
IREC	Mar-15	MIRECS-IREC-119-MI-03-2015-28891-83 to 102	20
RECS	Apr-15	MIRECS-REC-119-MI-04-2015-29101-728 to 908	181
IREC	Apr-15	MIRECS-IREC-119-MI-04-2015-29102-69 to 85	17
RECS	May-15	MIRECS-REC-119-MI-05-2015-29400-548 to 683	30
TOTAL:			1,185
Price per REC/IREC			\$0
Total Purchase price			\$0



MAR 11 2016

**Building Healthy Communities (BHC) 2016 Ypsilanti Township  
Partnership Agreement**

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association (mParks) and Ypsilanti Township Parks & Recreation (Partner) for the period from March 1, 2016 to September 30, 2016. The project scope is outlined in Attachment A.

Program Components:

In addition to the components identified in Attachment A, Partner agrees to:

- Send appropriate representatives to training/update meetings as scheduled by mParks. When necessary, video conferencing may be available.
- Utilize the COAP curriculum and evaluation provided by mParks. Any exceptions must be approved by mParks.
  - \$500 will be allocated to cover materials (facilitators manual, activity logs) and supplies (pedometers, play equipment). See Attachment B.
- Conduct pre and post fitness level evaluation on all COAP participants with tools provided by mParks. Any exceptions must be approved by mParks.
- Utilize the Walk with Ease (WWE) curriculum and evaluation provided by Arthritis Foundation.
  - Training, materials (guidebook, pedometers) and registration fees in Attachment C are covered directly by mParks.
- Conduct pre and post fitness level evaluation on all WWE participants with tools provided by mParks. Any exceptions must be approved by mParks.
- Implement the SOPARC evaluation tool (pre and post) between May 2016 and August 2016. Materials, supplies and staffing costs will be provided by mParks.
- Survey neighborhood members within ½ mile radius for input about safety, ease of use, types of improvements/enhancements to install to increase use of park.
- Participate in the development of a "How to Make Parks Tobacco Free" guide for county and local parks staff.
- Conduct key informant interviews with key staff/partners/community members, including success stories.
- Participate in Marketing/Promotion on social media (i.e., Facebook, Twitter, etc.) and traditional media (i.e., press release, newsletter, etc.).
- Complete reporting forms as may be required by mParks.
- Provide any other information reasonably requested by mParks.

Program Payment:

mParks agrees to provide Partner a payment total amount of \$34,000 in addition to the expenses of the supplies ordered in Attachment B. Payment will be processed as reimbursements throughout the duration of grant unless otherwise mutually agreed upon. Payment will be issued after mParks receives from partner a detailed report of expenses requested for reimbursement and the required progress report. Please allow four to six weeks for reimbursements. All expenses must be approved in advance by mParks.

Partner will:

- Submit an invoice detailing the incurred costs under this partnership. Unless otherwise specified in Attachment A, Partner shall retain ownership of any equipment/materials issued to them by mParks pursuant to this Agreement.
- Partner must include with the invoice a copy of:
  - Time sheets for any hours charged to the grant included in the partnership.
  - Copies of invoices for any *optional* equipment identified in Attachment B will be provided directly by mParks.\*
    - \*mParks will place equipment order for each agency.
  - Copies of invoices for any enhancement project identified in work plan.
  - Progress report on implementation of program on form provided by mParks.
- Capital equipment and food expenditures will not be reimbursed by mParks
- See Attachment D for budget.

Partner agrees that payments received from mParks shall not be used to influence the outcome of any public election or to carry on any voter registration drive, and are to be used solely for the purpose of developing and administering community fitness. mParks reserves the right to reject any payment request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

Indemnification: The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless mParks, and the Michigan Department of Health and Human Services (MDHHS) and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such claims, liabilities, losses and expenses arise from or are related to any act of omission of mParks or MDHHS and their officers, directors, employees or agents.

Changes: The Partner shall immediately notify mParks about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

Records and Access to Information: The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for mParks inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as MPARKS deems necessary concerning the partnership.

Right to Discontinue Funding: mParks may terminate this agreement or withhold payment, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the payment is being considered by mParks, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by mParks. Successful remediation will be determined in the sole discretion of mParks.



Publicity: mParks and the partner shall each permit the other to include information regarding the partnership, including the MDHHS, mParks and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of mParks and MDHHS whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

Assignment: The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of mParks.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Michigan.

Complete Agreement: This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

*Brenda L. Stumbo / Karen Wojcik*  
PARTNER  
*Brenda L. Stumbo / Karen Wojcik*

*April 6, 2016*  
Date

\_\_\_\_\_  
mParks

\_\_\_\_\_  
Date

## ATTACHMENT A

<b>AGENCY NAME</b>	<b>Ypsilanti Township Parks &amp; Recreation</b>
<b>AMOUNT OF AWARD</b>	<b>\$24,000– park improvements</b> <b>\$10,000 – Program Implementation (WWE, COAP)</b> <i>All as approved in advanced by mParks</i>
<b>BHC Grant Year</b>	<b>March. 1, 2016 – Sept. 30, 2016</b>
<b>PROJECT DESCRIPTION</b>	
<ul style="list-style-type: none"> <li>• Data collection (SOPARC)</li> <li>• Come Out and Play (COAP) Curriculum – 3 sessions, 6-week sessions*</li> <li>• Adult/Senior Walking Program (Walk with Ease) – 3 sessions, 6-week sessions*</li> <li>• Park/greenspace Improvements (<i>as pre-approved by mParks</i>)</li> <li>• Informational outreach to increase physical activity at park/greenspace</li> <li>• Provide input in the development of a “How to Make Parks Tobacco Free” guide for county and local parks staff</li> </ul> <p><i>*WWE and COAP sessions may operate concurrently between April 1– Sept. 30, 2016 to complete three, 6-week sessions.</i></p>	
<b>ADDITIONAL COMMENTS</b>	
<p>Serve as a BHC community to enhance park/greenspace to increase access to physical activity; and build awareness of new policies and environmental changes through informational outreach.</p> <p>\$500 has been allocated for each community for Come Out and Play (COAP) supplies, equipment, materials as explained on Attachment B. mParks will purchase the materials directly for the communities. If the \$500 isn't spent in full on the supplies and materials, the balance may be used by the community for other supplies as approved in advance by mParks. <b>Items #A, B &amp; C on Attachment B are required, all other supply items are optional.</b></p> <p>All Walk With Ease (WWE) training, materials, supplies and program registration ordered on <b>Attachment C will be paid directly by mParks. <u>All items on Attachment C are required.</u></b></p>	

**Attachment B  
COAP SUPPLIES ORDER FORM\***

*\*Items A, B, C are required. All other supplies listed are optional for your program*

**Partner: Ypsilanti Township Parks & Recreation**

	Description	Recommended Supplies*	Quantity Needed By Partner	Unit Price	Total
A	Facilitator Manual	1	1	\$ 25.00	
B	Activity Logs	1/child		\$ 5.00	
C	Pedometer	1/child		\$2.95	
1	Hoop Storage Bag - 36"	1		\$ 20.99	
2	Burlap Potato Sacks - 12/pack	1 pack		\$ 28.99	
3	48" x 24" Mesh Ball Bag - Green	1		\$ 13.99	
4	Spectrum Rubber Frog Set	1 set		\$ 59.99	
5	Hoop Superclips - 4/pack	4 packs		\$ 12.99	
6	8" Gator Skin Special Form Balls - 6/pack	2 packs		\$ 99.99	
7	Spectrum Dome Cones - 36/pack	1 pack		\$ 49.99	
8	Spectrum Easy Grip Relay Batons	2 packs		\$ 14.99	
9	Parachute - 12 ft	2		\$ 32.99	
10	Large Stacking Buckets - 12/pack	2 packs		\$ 32.99	
11	Candy-Striped Hoop Holders - 12/pack	2 packs		\$ 20.99	
12	Color Splash! Box of Sidewalk Chalk - 126 pieces	1 box		\$ 18.99	
13	Noodle & Hoop Bases - 6/pack	2 packs		\$ 27.99	
14	Aqua Noodles - 24/pack	1 pack		\$ 84.99	
15	Fun Bubbles - 24/pack	2 packs		\$ 8.99	
16	Crayola Crayons - 64 pieces/box	3 boxes		\$ 6.29	
17	Balloon Inflator	1		\$ 8.49	
18	11" Qualatex Balloons Jeweltone Assortment - 100/bag	2 bags		\$ 23.99	
19	Unload-A-Toad Animal Tossing Saucer	1		\$ 9.99	
20	Mega Porcupine Novelty Easy Pack	1 pack		\$ 32.99	
21	Chuck-A-Chicken Animal Tossing Saucer	1		\$ 9.99	
22	White Tagboard 9" x 12" - 100/pack	3 packs		\$ 6.49	
23	9 ft Spectrum Nylon Jump Ropes - 6/pack	1 pack		\$ 17.99	
24	3" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 14.99	
25	4" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 16.99	
26	Acrylic Yarn Minis - 10/pack	2 packs		\$ 10.99	
27	Institutional Beach Balls - 12"	12		\$ 2.19	
28	Institutional Beach Balls - 16"	12		\$ 2.89	
29	Beaded Jump Rope - 7 ft	6		\$ 2.79	
30	Beaded Jump Rope - 8 ft	6		\$ 2.99	
31	Beaded Jump Rope - 9 ft	6		\$ 3.29	
32	Beaded Jump Rope - 10 ft	6		\$ 3.59	
33	Beaded Jump Rope - 16 ft	8		\$ 4.49	
34	Spectrum No Knot Hoops - 24"	1 set		\$ 71.99	
35	Spectrum No Knot Hoops - 30"	1 set		\$ 76.99	
36	Spectrum No Knot Hoops - 36"	1 set		\$ 82.99	
<b>SUB TOTAL:</b>					
Line A	<b>TOTAL PARTNER ALLOCATION:</b>				\$500
Line B	<b>LESS TOTAL SUPPLIES ORDERED (enter subtotal amount from above):</b>				
<b>TOTAL: (subtract Line A from Line B)</b>					

## SUPPLIES DESCRIPTIONS

- 1) Hoop Storage Bag - 36"



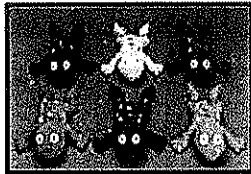
- 2) Burlap Potato Sacks - 12/pack



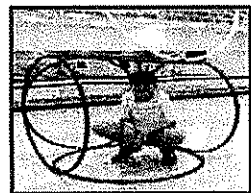
- 3) 48" x 24" Mesh Ball Bag - Green



- 4) Spectrum Rubber Frog Set



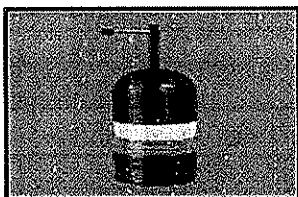
- 5) Hoop Superclips - 4/pack



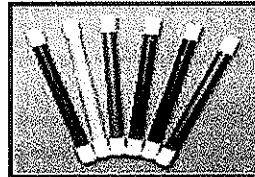
- 6) 8" Gator Skin Special Form Balls - 6/pack



- 7) Spectrum Dome Cones - 36/pack



- 8) Spectrum Easy Grip Relay Batons



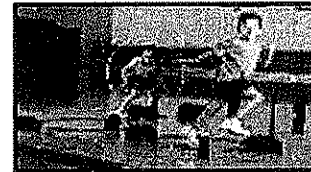
- 9) Parachute - 12 ft



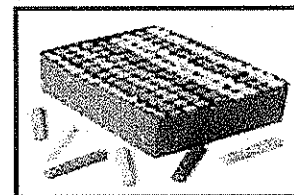
- 10) Large Stacking Buckets - 12/pack



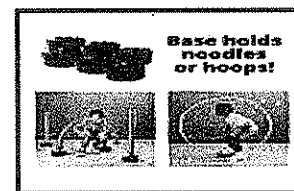
- 11) Candy-Striped Hoop Holders - 12/pack



- 12) Color Splash! Box of Sidewalk Chalk (126 pieces)



- 13) Noodle & Hoop Bases - 6/pack



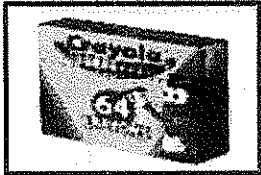
- 14) Aqua Noodles - 24/pack



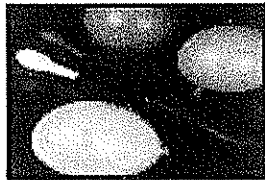
15) Fun Bubbles - 24/pack



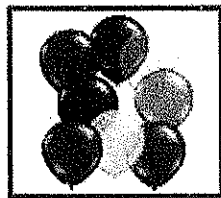
16) Crayola Crayons - 64 pieces/box



17) Balloon Inflator



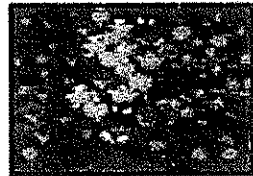
18) 11" Qualatex Balloons Jeweltone Assortment (100 per bag)



19) Unload-A-Toad Animal Tossing Saucer



20) Mega Porcupine Novelty Easy Pack



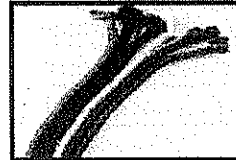
21) Chuck-A-Chicken Animal Tossing Saucer



22) White Tagboard 9" x 12" - 100/pack



23) 9 ft Spectrum Nylon Jump Ropes - 6/pack

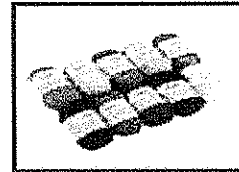


24) 3" Spectrum Vinyl Square Beanbags - 12/pack

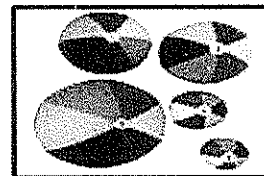
25) 4" Spectrum Vinyl Square Beanbags - 12/pack



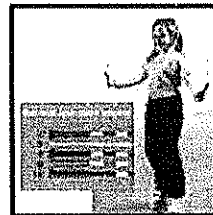
26) Acrylic Yarn Minis - 10/pack



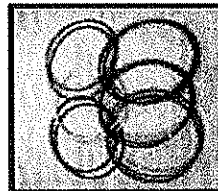
27-28) Institutional Beach Balls - 12" / 16"



29-33) Beaded Jump Rope - (7ft-16ft)



34-36) Spectrum No Knot Hoops (24" - 36")



**WWE Program (training, materials, supplies)**

*All Items listed are required.*

**Partner:** Ypsilanti Township Parks & Recreation

**TOTAL FUNDED \$34,000**

	<b>Description</b>	<b>Quantity Needed By Partner</b>	<b>Unit Price</b>
1	WWE Online training*		\$0.00
2	Facilitator Manual		\$0.00
3	Participant Registration		\$0.00
4	Participant Guidebook		\$0.00
5	Pedometers		\$0.00
6	Pre-Post Assessment Materials		\$0.00
<b>TOTAL:</b>			<b>\$0.00</b>

\*WWE Leader must provide copy of CPR certification before completing WWE online training. mParks will provide support for those needing assistance in CPR certification.

**Attachment D  
BHC Grant Budget**

**Partner:** Ypsilanti Township Parks & Recreation

**TOTAL FUNDED \$34,000**

Category	Funding
<b>Partner Program Expenses</b>	
Park enhancements	\$24,000
Staffing	\$10,000
Promotion of park(s)/trail(s), COAP, WWE	---
<b>mParks Program Expenses</b>	
SOPARC (staff time)	\$650
Smoke-Free Signage	\$1,000
Programming Supplies & Materials**	\$1725

\*\*Come Out and Play: \$500 will be allocated for supplies and materials (Attachment B). If you do not use all \$500, remaining funding can be used for incentives or other *pre-approved* costs.

\*\*Walk With Ease: program registration, training, supplies and materials (\$1225), will be covered directly by mParks.

**2016 YPSILANTI TOWNSHIP AGREEMENT  
Local Subdivision Road Tree Removal Project**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Ypsilanti Charter Township, parties of the first part and the Board of Washtenaw County Road Commission (WCRC), parties of the second part.

WHEREAS, the parties of the first part desire that certain dead trees be removed on local subdivision roads in Ypsilanti Township and

WHEREAS the WCRC will commit \$10,000 to this local subdivision road tree removal project, provided Ypsilanti Charter Township matches this same \$10,000 amount; and

WHEREAS the proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951, as amended.

IT IS NOW THEREFORE AGREED, the parties of the first part will hire the Contractor, oversee the tree removals, and insure property permits are obtained, all in accordance with standards of the parties of the second part.

IT IS FURTHER AGREED, the parties of the second part will issue no cost permits for the individual tree removals. Following a final accounting of the project costs, Ypsilanti Township will submit a final invoice for the actual cost, not to exceed \$10,000, either after the work has been completed or on near November 1, 2016. WCRC agrees to remit payment within 30 days from receipt of this invoice. The final invoice shall provide supporting detail and information, which reasonably identifies and isolates the costs of this tree removal project.

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**AGREEMENT SUMMARY**

**Local Subdivision Tree Removal Project**

Project Cost	\$20,000.00
<u>Estimated Project Cost Summary</u>	
Road Commission Share – WCRC 50%	\$10,000.00
Ypsilanti Charter Township Share – Township 50%	<u>\$10,000.00</u>
Total Amount	\$ 20,000.00



**FOR YPSILANTI CHARTER TOWNSHIP**

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor April 6, 2016

Karen Lovejoy Roe  
Karen Lovejoy Roe, Clerk April 6, 2016

Lisa L. Barnett  
Witness April 6, 2016

Lisa L. Barnett  
Witness April 6, 2016

**FOR WASHTENAW COUNTY ROAD COMMISSION**

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Roy D. Townsend, Managing Director

\_\_\_\_\_  
Witness

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of March 30, 2016 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:	44644333 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:	North side of Textile Rd just east of Lake Dr 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> "):	1 – Overhead fed 135 watt Autobahn LED with black housing mounted on a 17'-6" arm attached to a new wood pole.	
5. Estimated Total Annual Lamp Charges	\$156.97	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,163.93
	Credit for 3 years of lamp charges:	\$470.91
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$1,693.02</b>
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 <b>Signature:</b> <i>Brenda L. Stumbo / Karen Lovejoy Roe</i>	
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 warrantees, 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 Loughey Roe

Name: Brenda L. Stumbo / Karen Loughey Roe

Title: Supervisor clerk  
April 6, 2016 April 6, 2016

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS

2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM  
VEHICLE ACQUISITION AERIAL APPARATUS

**PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into between the Superior Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2015 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of an Aerial Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Superior Township Fire Department, the programmatic and financial administrator (host) for the Superior Township Fire Department (hereinafter "STFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2015 Assistance to Firefighters Grant and to provide an Aerial Apparatus for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining this apparatus on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## II. Definitions

*Authorized Representative:* The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Aerial Apparatus and appropriate associated accessories

*Host Organization:* The Superior Township Fire Department

*Regional Participating Partners:* Any government entity that executes this MOU.

## III. Background to the Assistance Firefighters Grant Project

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2015 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2015 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In the Greater Ypsilanti Area, the STFD and the said Regional Participating Partners lack an appropriate aerial apparatus to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Apparatus would be the first step in implementing common use among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners Aerial Apparatus functionality.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

#### **IV. Responsibilities of the Superior Township Fire Department**

As the Hosting Organization for the 2015 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Apparatus after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Contributing the required ten percent match of funds.
  2. Housing and Maintenance of the new aerial apparatus.
  3. Arranging payment to vendors.
  4. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Apparatus through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Participate and train its employees on the operation of the new aerial device which will be documented.
- b. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
- c. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Superior Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Superior Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Superior Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.



## **XI. Points of Contact**

The STFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

## **XII. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Superior Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Superior Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIV. Authority to Enter into MOU; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **XV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Superior Township  
(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Ken Schwartz, Township Supervisor**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Victor Chevrette, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Ypsilanti.

**The City of Ypsilanti**  
**(Regional Participating Partner)**

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

**Ralph Lange, City Manager**

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

**Max Anthouard, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

**Ypsilanti Township**  
**(Regional Participating Partner)**

Brenda Stumbo Date: 3/30/16

**Brenda Stumbo, Township Supervisor**

Karen Lovejoy Roe Date: 3/30/16

**Karen Lovejoy Roe, Township Clerk**

Eric Copeland Date: 3/30/16

**Eric Copeland, Fire Chief**

# 2015 Regional Grant MOU for Vehicle Acquisition Aerial Apparatus

## Exhibit A

### Points of Contact

Agency	Title	Name	Phone Number	Email
City of Ypsilanti	Primary			
	Training			
Ypsilanti Township	Primary			
	Training			

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE VAN BUREN TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS

2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

SCBA

**PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into between the Van Buren Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2015 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Self Contained Breathing Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Van Buren Township Fire Department, the programmatic and financial administrator (host) for the Van Buren Township Fire Department (hereinafter "VBFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2015 Assistance to Firefighters Grant and to provide SCBA for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## **II. Definitions**

*Authorized Representative:* The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* SCBA and appropriate associated accessories

*Host Organization:* The Van Buren Township Fire Department

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2015 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2015 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw and Wayne Counties, the VBFD and the said Regional Participating Partners lack the appropriate SCBA to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common SCBA among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners SCBA functionality.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

#### **IV. Responsibilities of the Van Buren Township Fire Department**

As the Hosting Organization for the 2015 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost of Equipment based on the count of each department's personnel number at time of Training and Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.



- e. Be responsible for their received equipment maintenance as needed

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Van Buren Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Van Buren Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Van Buren Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Points of Contact**

The VBFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

## **XII. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Van Buren Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Van Buren Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIV. Authority to Enter into *MOU*; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **XV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Van Buren Township  
(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Linda Combs, Township Supervisor**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Daniel Besson, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF ANN ARBOR

City of Ann Arbor, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ann Arbor.

**City of Ann Arbor**  
**(Regional Participating Partner)**

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

**Tom Crawford, Interim City Administrator**

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

**Larry Collins, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP

Augusta Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township.

**Augusta Township**  
**(Regional Participating Partner)**

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

**Pete Hafler, Township Supervisor**

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

**David Music, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY CITY OF BELLEVILLE

City of Belleville, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Belleville.

**City of Belleville**  
**(Regional Participating Partner)**

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

**Kerreen Conley, Mayor**

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

**Brian Loranger, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY CHELSEA AREA FIRE AUTHORITY

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Chelsea Area Fire Authority.

**City of Chelsea/Chelsea Area Fire Department  
(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Tom Osborne, Fire Authority Board Chairman**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Jim Payeur, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SALINE AREA FIRE DEPARTMENT

Saline Area Fire Department, hereby agrees to the foregoing MOU and obligations therein, on behalf of the  
Saline Area Fire Department

**Saline Area Fire Department**  
**(Regional Participating Partner)**

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

**Brian Marl, Mayor City of Saline**

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

**Craig Hoeft, Fire Chief**



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SCIO TOWNSHIP

Scio Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Scio Township.

**Scio Township**  
**(Regional Participating Partner)**

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

**Spaulding Clark, Township Supervisor**

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

**Carl Ferch, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP

Sumpter Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township.

**Sumpter Township**  
**(Regional Participating Partner)**

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

**John Morgan, Supervisor**

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

**Joe Januszyk, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Ypsilanti.

**The City of Ypsilanti**  
**(Regional Participating Partner)**

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

**Ralph Lange, City Manager**

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

**Max Anthouard, Fire Chief**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

**Ypsilanti Township**  
**(Regional Participating Partner)**

Brenda L Stumbo Date: 3/30/16

**Brenda Stumbo, Township Supervisor**

Karen Lovejoy-Roe Date: 3/30/16

**Karen Lovejoy-Roe, Township Clerk**

Eric Copeland Date: 3/30/16

**Eric Copeland, Fire Chief**