

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 4, 2016 REGULAR BOARD 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 COMMENTS

Lonnie Scott, Township Resident and Chair for Park Commission, expressed his thanks to the Board for taking up and passing on 1st reading the smoking and tobacco ban in all Township Parks.

Arloa Kaiser, Township Resident would like more discussion on the snow removal. She stated that she was against the smoking ban in parks and she felt that we should not take that freedom away from individuals who smoke.

Linda Mealing, Township Resident stated she was against the ban on smoking in the parks. She said she understands the health factor but feels by having this ban on smoking it would deter some of our people from using our parks. Ms. Mealing said she would suggest having a designated area for smoking in the park. She also said she wondered how it would be enforced, and added that the Township doesn't have a total ban of smoking on township property at the Civic Center.

Debbie Swanson, Park Commissioner, agrees with Lonnie Scott and she said that banning smoking from parks was about the well-being of our community. She said that the park commission felt that the park system was part of having a healthy community. Ms. Swanson feels that by implementing smoke free parks it would help the amount of children in our community with asthma. Ms. Swanson thanks the board and stated she hoped they would pass it on the 2nd reading.

Jo Ann McCollum, Township Resident supports the smoking ban in the parks. She said that this ban was one more way to support healthy living.

Monica Ross-Williams, Park Commissioner, supports the smoking ban. She said the park commission studied this issue nearly five years before they brought this to the board. Ms. Ross-Williams said she was a former smoker who quit after the loss of 3 loved ones to cancer. She said parks are for recreation and about a healthy lifestyle.

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Donald Shipley, Township Resident does not agree with the smoking ban. He said he would support a designated area for smokers or feels it should be banned on all township property. Mr. Shipley asked if the board was going to vote on snow removal tonight. Supervisor Stumbo stated they did not get to that item at the work session and it was suggested to table it until the next board meeting.

Angela Verges, Recreation Director stated the Recreation Department received a Grant from the Michigan Recreation and Park Association to do park improvements. She stated they have done improvements to Appleridge Park and she thanked the board and the township attorney for helping them in utilizing the funds which helped add park benches and signage along the trail at Appleridge Park.

Roy Townsend, Managing Director of Washtenaw County Road Commission discussed road funding which was on the ballot for November. He said two years ago the county board put on PA2283 which was a 1 year, ½ mil tax to raise money for roads. He stated the roads that were done in the Township two years ago were Martz Rd., a section of Munger Rd, a section of Golfside Rd., a section of Superior Rd., and a section of New Meadow. Mr. Townsend said that this year they did a section of Textile Rd., a section of Grove Rd., and a section of Prospect Rd. He stated that what they would be proposing this year was a 4 year millage. He said they have a list of the projects but some of the major projects would be North Harris Rd. making a street with curbs, bike lanes, sidewalks, new underground drains all the way from Michigan Ave. to Holmes Rd also a section Textile Rd., a section S. Harris Rd., Bunton Rd., Munger Rd., Congress Rd., Clark Rd., and Ford Blvd. He said it was ½ mil and it would cost the average property owner about \$35.00 a year. Mr. Townsend stated this millage would include 200 miles of roads in the county and about 20% would be set aside for non-motorized projects. He said the trails border to border program would go through Ypsilanti Township. He stated this millage would be on November 8, 2016 election.

Linda Mealing, Township Resident stated on behalf of West Willow they appreciate the townships support by coming to the meeting with MDOT and for the support the board had always had for the neighborhood watch group.

Dennis Dickinson, Township Resident supports the ban on smoking in township parks. Mr. Dickinson said he came for the snow removal ordinance and found out that it was being tabled.

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CONSENT AGENDA

- A. MINUTES OF THE AUGUST 16, 2016 SPECIAL MEETING, WORK SESSION AND REGULAR MEETING
- B. MINUTES OF THE SEPTEMBER 20, 2016 WORK SESSION AND REGULAR MEETING
- C. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR OCTOBER 4, 2016 IN THE AMOUNT OF \$690,198.69

A motion was made by Treasurer Doe, supported by Trustee S. Martin to approve the consent agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters explained the progress with sale of the property for the Autonomous Vehicle Research Center. He said the closing for the sale of the property from Racer Trust was scheduled for November 4, 2016. Attorney Winters said the Township must approve a development agreement but it has not been delivered to his office. He said he was told it he would receive it by October 6, 2016. Attorney Winters said the approval of the development agreement must be done before the closing on November 4, 2016. He stated that the Township would be asked to create a Renaissance tax free zone for the 332 acre property. Attorney Winters said there were only a few Renaissance zoned designations remaining in the state and the Board would request this property be considered to receive it. Attorney Winters said they have a resolution and other documents that would be delivered to the board members this week. He said the Washtenaw County Board of Commissioners have been requested to approve this at their board meeting on October 19, 2016. He said the County must be the one to make the application for the designation because under Michigan law the Township was not an eligible distressed community and so by default the applicant must be Washtenaw County. Attorney Winters stated there were other issues such as the lowering of the Tyler Dam and the creation of a Special Assessment District. He said the board would have to determine what type of agreement they would have with WRAD for a payment in lieu of taxes. Attorney Winters said that it would be called a Municipal Services Agreement because they would be a nontaxable entity and the Township would negotiate what would be an appropriate financial agreement to offset the loss of tax revenue. Attorney Winters stressed that there

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were other locations being considered for this Research Center but Ypsilanti Township continues to be one of them.

Supervisor Stumbo stated that the Renaissance zone was new for the township. She said they have not dealt with this before. Supervisor Stumbo stated redeveloping this site was a great opportunity for the township. Supervisor Stumbo stated that the board would make sure within the Agreement the Township and its' residents would be protected. She said the Agreement would include that they would be required to pay for Police and Fire and the debt for the school millages. Supervisor Stumbo said she appreciated all the entities that have helped with this project and believes that this project would carry us into the future.

OLD BUSINESS

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, FOR AUTHORIZATION OF THE ADOPT A STOP MAINTENANCE AGREEMENT WITH THE ANN ARBOR AREA TRANSPORTATION AUTHORITY FOR A PASSENGER SHELTER AT BUS STOP #2499 LOCATED AT THE CIVIC CENTER (1ST READING HELD AT THE JULY 19, 2016 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to remove this from tabled.

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Jeff Allen, Residential Services Director, for Authorization of the Adopt A Stop Maintenance Agreement with the Ann Arbor Area Transportation Authority for a Passenger Shelter at Bus Stop #2499 Located at the Civic Center (see attached).

The motion carried unanimously.

NEW BUSINESS

- 1. BUDGET AMENDMENT #13**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to support Budget Amendment #13 (see attached).

The motion carried unanimously.

2. 1st READING OF RESOLUTION 2016-51, PROPOSED ORDINANCE 2016-470 AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 48 ENTITLED PROPERTY MAINTENANCE TO ADD A PROVISION REGARDING SNOW REMOVAL FROM SIDEWALKS AND SNOW EMERGENCIES

A motion was made by Treasurer Doe, supported by Trustee S. Martin to be tabled until next board meeting.

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

3. RESOLUTION 2016-52, AMENDED RENTAL HOUSING INSPECTION PROGRAM FEE SCHEDULE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-52, Amended Rental Housing Inspection Program Fee Schedule (see attached).

Mike Radzik, OCS Director explained the fee schedule which now includes rental apartments, manufactured housing for both owner occupied and rentals. Mr. Radzik stated there were 67 apartment complexes in the township, 675 individual buildings within the apartment complexes and 6890 individual units within the apartment complexes. He said that they assume approximately 75% of the existing manufactured homes are rentals and there are about 1280 manufactured housing sites approved by the State of Michigan in the 7 parks in Ypsilanti Township. Mr. Radzik explained each fee for the different dwellings. Supervisor Stumbo stated that its' a great program and thanked Mr. Radzik for putting it together.

The motion carried unanimously.

4. REQUEST OF MIKE RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS FOR THE AUTHORIZATION TO ADD ONE ADDITIONAL FLOATER II/CLERK III POSITION TO THE OFFICE OF COMMUNITY STANDARDS FUNDED IN THE AMOUNT OF \$19,790.00 IN THE HOUSING AND BUSINESS INSPECTION BUDGET (248)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Mike Radzik, Director Office of Community Standards for the Authorization to Add One Additional Floater II/Clerk III Position to the Office of Community Standards Funded in the Amount of \$19, 790.00 in the Housing and Business Inspection Budget (248).

The motion carried unanimously.

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5. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION OF THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM MEMORANDUM OF UNDERSTANDING AND FOR THE YPSILANTI TOWNSHIP FIRE DEPARTMENT TO BE A PARTICIPATING PARTNER

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Request of Eric Copeland, Fire Chief for Authorization of the Assistance to Firefighters Grant (AFG) Program Memorandum of Understanding and for the Ypsilanti Township Fire Department to be a Participating Partner (see attached)

Eric Copeland, Fire Chief explained the grant program memorandum of understanding. He said it involves Pittsfield Township purchasing a new ladder truck which would be part of the working agreement automatic aid. Automatic Aid is an agreement which would allow Pittsfield to respond in Ypsilanti Township when needed. Chief Copeland stated that there would not be a cost to the Township but Township Firefighters would need to be trained on using the truck.

The motion carried unanimously.

6. REQUEST TO MAIL A SURVEY FOR NEIGHBORHOOD CAMERAS TO THE RESIDENTS OF THE ROSEWIND SUBDIVISION

A motion was made by Treasurer Doe, supported by Trustee M. Martin to Approve Request to Mail a Survey for Neighborhood Cameras to the Residents of the Rosewind Subdivision.

Supervisor Stumbo explained the survey was used to receive feedback from residents on whether they would like cameras in the Rosewind Subdivision. She said they would use solar panels to operate the cameras.

The motion carried unanimously.

OTHER BUSINESS

Steve Gray, Township Resident introduced himself and explained that he was a candidate running for school board for the Ypsilanti Community Schools. Mr. Gray stated he has lived on the east side of the county for 25 years. He said he served along with Trustee M. Martin on the Washtenaw Democratic Executive Board. Supervisor Stumbo asked if there were 2 vacancies on the school board. Mr. Gray stated there were 2 vacancies and 4 candidates seeking the positions and two were incumbents.

Monica Ross-Williams, Township Resident stated that when GM was in the township they had given West Willow Grant money for various opportunities within West Willow. She said she would like the board to remember that when seeking financial compensation with the redevelopment of the former GM property.

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:30 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



ADOPT-A-STOP MAINTENANCE AGREEMENT

The Ann Arbor Area Transportation Authority (hereinafter, "The Ride") 2700 S.Industrial Hwy, Ann Arbor, MI 48104 and Ypsilanti Charter Township hereinafter, "SPONSOR"), located at 7200 S.Huron River Dr. Ypsilanti , MI 48197 in consideration of the mutual promises contained herein agrees as follows this 7th day of July 2016.

AMENITIES

The Ride agrees to install a passenger shelter with a bench at bus stop #2499 located at Ypsilanti Charter Township Civic Center.

MAINTENANCE

The SPONSOR agrees to empty the trash receptacle weekly and clear snow as needed at the bus stop and surrounding pedestrian facilities during winter snow events on weekdays during normal business hours of the Ypsilanti Charter Township Civic Center. No winter maintenance will be performed on weekends at this location.

The Ride agrees to clean the bus shelter glass every 6 weeks in keeping with this agreement.

The Ride will repair the passenger shelter and bench in the event they become damaged.

The Ride agrees to install trash receptacles at the bus stop to be maintained by the sponsor if requested. The sponsor may choose to provide their own receptacle at any time.

TERM

This agreement shall continue for one (1) year, and shall automatically be extended for one-year periods unless either party notifies the other no less than 120 days before the end of a period that the agreement will terminate at the end of said period.

INDEMNIFICATION

The Ride shall hold SPONSOR harmless from liability for damages to person or property arising from the use of a Ride trash receptacle, bench, or concrete pad except to the extent that said damages result from the negligence or intentional wrongdoing of the SPONSOR, or its officers, agents, or employees.

The SPONSOR understands and acknowledges that caution should be used when handling the trash receptacles. The SPONSOR agrees to provide adequate supervision to individuals performing these services.

ANN ARBOR AREA TRANSPORTATION AUTHORITY

By: _____
Matt Carpenter
Chief Executive Officer
Date

By: Brenda L. Stumbo / Karen Lovejoy Roe Oct. 5, 2016
Brenda L. Stumbo
Supervisor
Ypsilanti Charter Township
Karen Lovejoy Roe
Clerk
Date

The Ride may report problems related to this work by calling the sponsor's representative. The sponsor may report concerns to The Ride at jmurphy@theride.org or 734-794-1758





Bus shelter will be installed at the existing concrete pad on Civic Center Dr.

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #13**

October 4 , 2016

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$19,790.00

Request to increase the budget for an additional clerical person for the Housing & Business Inspection Fund. Anticipated start date October 17, 2016. Wages and benefits were calculated assuming the position would be filled internally with family coverage, therefore there would be no delay in the benefits . The numbers will be lower if a new person is hired due to the probation period. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$19,790.00
		Net Revenues	<u>\$19,790.00</u>
Expenditures:	Salary - Permanent Wages	248-248-000-706.000	\$10,220.00
	FICA	248-248-000-715.000	\$780.00
	Health Insurance	248-248-000-719.000	\$4,659.00
	Sick & Accident	248-248-000-719.001	\$100.00
	Dental Benefits	248-248-000-719.015	\$397.00
	Vision Benefits	248-248-000-719.016	\$58.00
	Health Care Deduction	248-248-000-719.020	\$1,425.00
	Admin Fee - Health Deductible	248-248-000-719.021	\$21.00
	Life Insurance	248-248-000-720-000	\$50.00
	MERS	248-248-000-876.000	\$2,080.00
		Net Expenditures	<u>\$19,790.00</u>

Motion to Amend the 2016 Budget (#13):

Move to increase the Housing & Business Inspection Fund budget by \$19,790 to \$250,007 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2016-52**

**AMENDED RENTAL HOUSING INSPECTION PROGRAM FEE
SCHEDULE**

Whereas, the Charter Township of Ypsilanti adopted Ordinance No. 2016-464 expanding the rental inspection requirement to include multi-family residential units that are subject to rental agreements, which became effective on September 29, 2016; and

Whereas, the rental inspection ordinance provides that the fees to be charged in the administration of the ordinance shall be established by a resolution of the Township Board; and

Whereas, the fee schedule is being established to offset the Township's cost of registration, inspection and recordkeeping.

Now Therefore, Be it resolved, that the Charter Township of Ypsilanti hereby adopts the following inspection fee schedule effective on October 13, 2016 as follows:

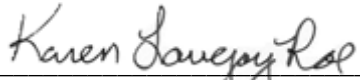
SINGLE FAMILY & DUPLEX RENTAL INSPECTION FEE SCHEDULE

Registration for One and Two Unit Dwellings (one-time fee)	
• Single Family, Duplex, Manufactured Home (per unit)	\$ 10
Failure to Register Penalty Fee	\$ 100
Initial/Renewal Inspection (24-month cycle)	\$ 100
Re-Inspections as Necessary	\$ 30
No Show/No Access for Scheduled Inspection.....	Inspection Fee
Late Cancellation for Initial Inspection (< 4 business days' notice).....	\$ 50
Late Cancellation for Re-Inspection (< 4 business days' notice)	\$ 30
Tenant Complaint Inspection	No Charge
Search Warrant Fee	\$ 100
Appeal to Construction Board of Appeal	\$ 150

MULTI-FAMILY RENTAL INSPECTION FEE SCHEDULE

Registration for Multi-Family Dwellings (one-time fee)	
• Building with 3-8 Units	\$ 50
• Building with 9 or More Units	\$ 75
• High Rise Building per floor	\$ 50
Exterior Inspection per Building	\$ 50
Common Area Inspection	
• Stairways/Hallways	\$ 20
• Laundry Area	\$ 20
• Storage Area.....	\$ 20
• Mechanical Room	\$ 20
• High Rise Rooftop.....	\$ 20
Interior Inspection per Unit	\$ 40
Re-Inspections as Necessary	\$ 30
No Show/No Access for Scheduled Inspection.....	Inspection Fee
Late Cancellation for Initial Inspection (< 4 business days' notice).....	\$ 50
Late Cancellation for Re-Inspection (< 4 business days' notice)	\$ 30
Tenant Complaint Inspection	No Charge
Search Warrant Fee	\$ 100
Appeal to Construction Board of Appeal.....	\$ 150

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. 2016-52 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 4, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti




Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland 

Date: September 21, 2016

Subject: Authorization for YTFD participation in a Regional Grant as a Participating Partner and signature of the 2016 AFG Program Memorandum of Understanding:

- 1) Pittsfield Township FD as the grant's fiduciary and the Regional Participating Partners including Augusta Twp. FD, Milan FD, Saline FD and Ypsilanti Twp. FD collaborate for a 2016 Assistance to Firefighters Grant (AFG) Program for Vehicle Acquisition of an Aerial Apparatus. The grant will provide an Aerial Apparatus for regional safety services for MABAS response agencies in the south/eastern Washtenaw County and Ypsilanti areas.. There is no required funding match for this grant. There is required training for YTFD personnel on the use and operation of the Aerial Apparatus similar to the 2015 MOU - Aerial grant with Superior Township.

The purpose of this grant is to enhance Aerial apparatus assistance to Ypsilanti Township along the Clark Rd / Golfside / Ellsworth / Textile / Munger / Bemis corridors per our Automatic Aid and MABAS pacts with Pittsfield. A copy of the MOU is attached.

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

2016 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM
VEHICLE ACQUISITION AERIAL APPARATUS

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Pittsfield 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 2016 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 Pittsfield Township Fire Department, the programmatic and financial administrator (host) for the Pittsfield Township Fire Department (hereinafter "PTFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2016 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 Pittsfield 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 2016 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 2016 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 PTFD 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 Pittsfield Township Fire Department

As the Hosting Organization for the 2016 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 Pittsfield'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 Pittsfield Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Pittsfield 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 Pittsfield 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 PTFD 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 Pittsfield Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Pittsfield 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.

Pittsfield Township
(Regional Participating Partner)

_____ Date: _____
Mandi Grewel, Township Supervisor

_____ Date: _____
Sean Gleason, 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: 10-5-16

Brenda Stumbo, Township Supervisor

Karen Lovejoy-Roe Date: 10-5-16

Karen Lovejoy-Roe, Township Clerk

Eric Copeland Date: 10-5-16

Eric Copeland, 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 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 CITY OF MILAN

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

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

_____ Date: _____

Jade Smith, City Administrator

_____ Date: _____

Bob Stevens, Fire Chief

2016 Regional Grant MOU for Vehicle Acquisition Aerial Apparatus

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
Pittsfield Township	Primary	Sean Gleason	734-822-4926	gleasons@pittsfield-mi.gov
	Fiscal	Sean Gleason	734-822-4926	gleasons@pittsfield-mi.gov
	Training	Jeff Foulke	734-323-3771	foulkej@pittsfield-mi.gov
Saline Area	Primary	Craig Hoeft	734-368-3986	salinefire@aol.com
	Fiscal	Craig Hoeft	734-368-3986	salinefire@aol.com
	Training	Craig Hoeft	734-368-3986	salinefire@aol.com
Ypsilanti Township	Primary	Eric Copeland	734-554-4225	ecopeland@ytown.org
	Fiscal	Eric Copeland	734-554-4225	ecopeland@ytown.org
	Training	Steve Wallgren	734-554-4225	swallgr@ytown.org
Augusta Township	Primary	Dave Music	734-385-6315	Capt367@hotmail.com
	Fiscal	Pete Hafler	734-461-6117	augutahafler@yahoo.com
	Training	Mike Troy	734-751-4857	mtroy30@msn.com
Milan	Primary	Bob Stevens		