

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 7, 2017 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 pm 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.

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

JoAnn McCullum, Township Resident spoke regarding ways to improve West Willow properties and raising property values.

Darlene Duvall, Township Resident spoke on proposed rates at Green Oaks Golf Course.

Mittie McMaster, Township Resident spoke on proposed rates at Green Oaks Golf Course.

Arthur Thorovinski, Ypsilanti City Resident spoke on code violations and court action on property he owns at 618 Bagley St.

**CONSENT AGENDA**

**A. MINUTES OF THE JANUARY 17, 2017 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

**1. STATEMENTS AND CHECKS FOR FEBRUARY 7, 2017 IN THE AMOUNT OF \$554,818.94**

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

**NEW BUSINESS**

**1. BUDGET AMENDMENT #2**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #2 (see attached).**

**The motion carried unanimously.**

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**2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE A CONTRACT AMENDMENT WITH CARLISLE WORTMAN ASSOCIATES TO PROVIDE PLANNING AND ZONING ADMINISTRATION SERVICES.**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Mike Radzik, OCS Director to Approve a Contract Amendment with Carlisle Wortman Associates to Provide Planning and Zoning Administration Services.**

Mike Radzik, OCS Director explained changes in the planning functions of the OCS Department since the Planning Director resigned. He presented the amendment to the contract. Mr. Radzik explained the amendment would not exceed the 2017 Budget of the Planning Department. The board agreed to amend the motion stating the contract would not exceed December 31, 2017 and to include a 60-day cancellation clause.

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Mike Radzik, OCS Director to Approve a Contract Amendment with Carlisle Wortman Associates to Provide Planning and Zoning Administration Services and include a 60-day cancellation clause to the contract and the contract would not exceed December 31, 2017.**

The motion carried unanimously.

**3. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE TO APPROVE A FEE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COURT INNOVATIONS AND THE STATE COURT ADMINISTRATIVE OFFICE IN THE AMOUNT OF \$1,620.00 BUDGETED IN LINE ITEM #236-136-000-819-006**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Request of Mark Nelson, 14B Court Magistrate to approve a Fee Addendum to the Memorandum of Understanding Between Court Innovations and the State Court Administrative Office in the Amount of \$1,620.00 Budgeted in Line Item #236-136-000-819-006 (see attached).**

The motion carried unanimously.

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- 4. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE FOR APPROVAL OF THE AMENDMENT AND MODIFICATION TO NEXT GENERATION SYSTEMS OF JUDICIAL INFORMATION SYSTEMS MEMORANDUM OF UNDERSTANDING BETWEEN 14B DISTRICT COURT, 14A DISTRICT COURT AND THE STATE COURT ADMINISTRATIVE OFFICE**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request Of Mark Nelson, 14B Court Magistrate for Approval of the Amendment and Modification to Next Generation Systems of Judicial Information Systems Memorandum of Understanding between 14B District Court, 14A District Court and the State Court Administrative Office (see attached).**

**The motion carried unanimously.**

- 5. REQUEST TO APPROVE THE BUD AND BLOSSOM PARK AND THE COMMUNITY CENTER CEILING REPAIR AGREEMENTS WITH THE WASHTENAW COUNTY OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT TO DEFINE THE ROLES AND RESPONSIBILITIES FOR EACH PART WITH FUNDING FOR BOTH PROJECTS PROVIDED BY COMMUNITY DEVELOPMENT BLOCK GRANT.**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Bud and Blossom Park and the Community Center Ceiling Repair Agreements with the Washtenaw County Office of Community and Economic Development to Define the Roles and Responsibilities for Each Part with Funding for Both Projects Provided by Community Development Block Grant (see attached).**

**The motion carried unanimously.**

- 6. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL OF THE ASSISTANT DIRECTOR OF GOLF OPERATIONS JOB DESCRIPTION AND AUTHORIZATION TO POST THE POSITION EXTERNALLY BUDGETED IN LINE ITEM #584-584-000-706-008**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Karen Wallin, Human Resources for Approval of the Assistant Director of Golf Operations Job Description and Authorization to Post the Position Externally Budgeted in Line Item #584-584-000-706-008.**

Karen Wallin stated that since 2013 we have employed only one position at the golf course. She said that the Assistant Golf position needed to be filled. Ms. Wallin stated a qualified Township Resident would be considered first when filling this position.

**The motion carried unanimously.**

**7. REQUEST OF KIRK SHERWOOD, DIRECTOR OF GOLF OPERATIONS TO APPROVE THE 2017 GOLF COURSE RATES AND THE GREEN OAKS EMPLOYEE GOLF POLICY**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Kirk Sherwood, Director of Golf Operations to Approve the 2017 Golf Course Rates and the Green Oaks Employee Golf Policy.**

Mr. Sherwood said he appreciated the residents who spoke earlier in the meeting about the concerns they have with the rates. He said that most the rates are the same as last year.

Mittie McMaster, Township Resident shared her experience with rates at Pierce Lake and Green Oaks.

Darlene Duvall, Township Resident explained concerns with the proposed new rates.

Trustee Eldridge expressed concerns with the proposed rates. He asked about replay rates, card fees, and membership rates.

Trustee Jarrell Roe stated there were issues that need to be explored regarding the pricing and membership and she suggested tabling it.

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to table until next board meeting

Jarrell Roe:	Yes	Wilson:	Yes	Eldridge:	Yes
Ross-Williams:	Yes	Lovejoy Roe:	Yes	Stumbo:	Yes
Doe:	No				

The motion carried.

**8. REQUEST FOR AUTHORIZATION TO SIGN THE PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF ONE (1) OVERHEAD FED 65 WATT AUTOBAHN LED WITH BLACK HOUSING MOUNTED ON A 6’ ARM ATTACHED TO AN EXISTING WOOD POLE TO BE LOCATED AT THE BUS STOP AT THE INTERSECTION OF RUSSELL ST. AND SOUTH HARRIS IN THE AMOUNT OF \$1,504.80 BUDGETED IN LINE ITEM #101-956-000-926-050**

**A motion was made by Clerk Lovejoy Roe supported by Trustee Eldridge to Approve Request for Authorization to Sign the Purchase Agreement with DTE for the Installation of One (1) Overhead FED 65 Watt Autobahn LED with Black Housing Mounted on a 6” Arm Attached to an Existing Wood Pole to be Located at the Bus Stop at the Intersection of Russell St. and South Harris in the Amount of \$1,504.80 Budgeted in Line Item #101-956-000-926-050 (see attached).**

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The motion carried unanimously.

- 9. REQUEST AUTHORIZATION TO INCREASE THE RATES CHARGED BY MCLAIN AND WINTERS FOR PROSECUTION TO \$120.00 PER HOUR AND LEGAL SERVICES, INCLUDING LITIGATION, TO \$180.00 PER HOUR SUBJECT TO THE LIMITS OF THE 2017 LEGAL SERVICES BUDGET ADOPTED BY THE YPSILANTI TOWNSHIP BOARD OF TRUSTEES**

A motion was made by Trustee Eldridge supported by Trustee Wilson to Approve Request Authorization to Increase the Rates Charged by McLain and Winters for Prosecution to \$120.00 per hour and Legal Services, Including Litigation, to \$180.00 per hour Subject to the Limits of the 2017 Legal Services Budget Adopted by the Ypsilanti Township Board of Trustees.

Trustee Eldridge shared with the attendees that McLain and Winters took a freeze on their fees a few years ago and they continued to provide quality service to the Township.

The motion carried unanimously.

- 10. REQUEST AUTHORIZATION TO APPOINT E.L. WEATHERS TO THE BOARD OF REVIEW AS AN ALTERNATE**

A motion was made by Treasurer Doe supported by to Clerk Lovejoy Roe Approve the Request Authorization to Appoint E.L. Weathers to the Board of Review as an Alternate.

The motion carried unanimously.

- 11. REQUEST TO CANCEL THE MAY 2, 2017 YPSILANTI TOWNSHIP BOARD OF TRUSTEES MEETING DUE TO THE RECENTLY SCHEDULED SPECIAL ELECTION**

A motion was made by Clerk Lovejoy Roe supported by Trustee Ross-Williams to Approve Request to Cancel the May 2, 2017 Ypsilanti Township Board of Trustees Meeting Due to the Recently Scheduled Special Election.

The motion carried unanimously.

**OTHER BUSINESS**

The Board Agreed to add the following Agenda item:

- 1. REQUEST TO APPROVE THE RETENTION OF STEINHARDT, PESICK AND COHEN, PROFESSIONAL CORPORATION TO REPRESENT THE TOWNSHIP CONCERNING NEXUS GAS TRANSMISSION LLC AND DTE'S ATTEMPTS TO ACQUIRE TOWNSHIP PROPERTY FOR THE NEXUS GAS PIPELINE PROJECT. FURTHERMORE, YPSILANTI TOWNSHIP COUNSEL WILLIAM DOUGLAS WINTERS IS AUTHORIZED TO EXECUTE AN ENGAGEMENT RETENTION AGREEMENT ON THE TOWNSHIP'S BEHALF FOR THAT PURPOSE ONCE**

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**APPROVED AS TO SUBSTANCE AND FORM BY TOWNSHIP COUNSEL.  
This is Budgeted in Line Item #101-950-000-801-024**

**A motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve Request to Approve the Retention of Steinhardt, Pesick and Cohen, Professional Corporation to Represent the Township Concerning Nexus Gas Transmission LLC and DTE's Attempts to Acquire Township Property for the Nexus Gas Pipeline Project. Furthermore, Ypsilanti Township Counsel William Douglas Winters is Authorized to Execute an Engagement Retention Agreement on the Township's Behalf for that Purpose Once Approved as to Substance and Form by Township Counsel. This is Budgeted in Line Item #101-950-000-801-024**

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS, FOR APPROVAL TO SEEK SEALED BIDS FOR THE PURCHASE AND COMMISSION OF ONE (1) NEW NATURAL GAS GENERATOR TO BE LOCATED AT THE HYDRO STATION**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Michael Saranen, Hydro Operations, for Approval to Seek Sealed Bids for the Purchase and Commission of One (1) New Natural Gas Generator to be Located at the Hydro Station.**

**The motion carried unanimously.**

**A motion was made by Treasurer Doe, supported by Trustee Jarrell-Roe to Adjourn.**

**The motion carried unanimously.**

**The meeting was adjourned at approximately 9:00 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 #2**

February 2, 2017

**101 - GENERAL OPERATIONS FUND**

**Total Increase      \$33,003.00**

Budget for DTE to install an overhead LED street light at the corner of Russell Street & South Harris Road. This will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,505.00
		Net Revenues	<u><u>\$1,505.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$1,505.00
		Net Expenditures	<u><u>\$1,505.00</u></u>

Budget for Special May Election recently scheduled. This will be funded by a reimbursement from the County after the election.

Revenues:	Reimbursement for Elections	101-000-000-686.000	\$31,498.00
		Net Revenues	<u><u>\$31,498.00</u></u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$18,898.00
	REG OVERTIME	101-215-000-709.000	\$5,000.00
	OFFICE SUPPLIES - ELECTIONS	101-215-000-740-010	\$4,000.00
	PROFNSL SRV-PROGRAMMING BALLO	101-215-000-801.200	\$2,000.00
	TRAVEL - ELECTIONS	101-215-000-860.010	\$500.00
	EQUIPMENT RENTAL/LEASING	101-215-000-941.000	\$1,100.00
		Net Expenditures	<u><u>\$31,498.00</u></u>

Motion to Amend the 2017 Budget (#2):

Move to increase the General Fund budget by \$33,003 to \$8,359,498 and approve the department line item changes as outlined.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE 14B DISTRICT COURT AND COURT INNOVATIONS INCORPORATED  
Renewal and Fees Addendum**

Addendum to the Memorandum of Understanding (MOU) entered into by and between the 14B District Court (14B), and Court Innovations Incorporated (Cii) effective March 31, 2016.

**TERM**

The parties agree to extend the TERM by replacing the TERM section of the referenced MOU, in its entirety, with the following:

“The term of this SOW shall commence on March 31, 2016 and terminate on December 31, 2017 (unless earlier terminated pursuant to the MOU). This agreement shall renew for successive one-year periods unless either party provides written notice to the other party at least (90) days prior to the expiration of the current Term.”

The parties agree to add the following language to the FEES section of the MOU:

- A subscription fee shall begin on January 1, 2017.
- The subscription fee each month shall be \$135 total and cover all fees for traffic requests (including waivable offenses).
- Monthly fees provided for herein are fixed through December 31, 2017.

Signed:

Brada L. Stumbo

Brada L. Stumbo, Supervisor

H. J. Ray  
14B District Court, Clerk  
Date Feb. 8, 2017

\_\_\_\_\_  
Mary Jo Cartwright

Chief Executive Officer  
Court Innovations Inc.

Date \_\_\_\_\_



## **Michigan Supreme Court**

Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone (517) 373-0128

**Amendment and Modification to  
Next Generation of Judicial Information Systems  
MEMORANDUM OF UNDERSTANDING  
by and between  
the 14-A District Court, the 14-B District Court,  
and  
the State Court Administrative Office**

1. A Memorandum of Understanding was entered into between the Washtenaw County Trial Court, 14-A District Court, 14-B District Court, and the State Court Administrative Office on or about and between the dates of November 7, 2007 and January 24, 2008;
2. The terms with respect to the Washtenaw County Trial Court are not implicated by this amendment and modification and they are not a party to this amendment and modification.
3. The Memorandum of Understanding established the rights and obligations of the parties regarding the ownership, licensing, use, hosting, and maintenance and support of computer software programming "Next Generation of JIS" (NGJIS).
4. Since the execution of that Memorandum of Understanding, it has been determined that a new software approach can more effectively and efficiently service the courts. Implementation of this new approach is currently underway.
5. In light of the new software approach, and pursuant to the terms of the original Memorandum of Understanding, the parties wish to amend and modify the terms of the original agreement to reflect that the 14-A District Court and the 14-B District Court wish to avail themselves of the new software system under the same terms and conditions as outlined in the original Memorandum of Understanding. In addition to the original terms of the Memorandum of Understanding, the parties agree as follows:
  - a. The State Court Administrative Office will not refund any original contributions made by any of the affected courts;
  - b. The State Court Administrative Office will decrement the original contributions of the affected courts by way of future JIS user fees;
    - i. The original contributions are as follows:
      - a. 14-A: \$343,182.00
      - b. 14-B: \$173,004.00
  - c. User fees will commence on January 1, 2017.

- d. User fee increases will be capped by the State Court Administrative Office at 4% per year until the original contribution amounts are depleted.
- e. After the original contribution amounts are depleted, user fee calculations and increases will not be capped and will be handled in the same manner as all other Michigan courts that avail themselves of the software system.

For and in consideration of mutual promises, representations, and assurances, the parties enter into this modification and amendment to the original above referenced Memorandum of Understanding.

**For the 14-A District Court**

By: \_\_\_\_\_  
Richard E. Conlin, Chief Judge

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory Dill, County Administrator

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Curtis N. Hedger, Corporate Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lawrence Kestenbaum, Clerk/Register

Dated: \_\_\_\_\_

**For the 14-B District Court**

By: \_\_\_\_\_  
Charles J. Pope, Chief Judge

Dated: \_\_\_\_\_

By: Brenda L. Stumbo  
Brenda Stumbo, Ypsilanti Township Supervisor

Dated: Feb. 8, 2017

By: Karen Lovejoy Roe  
Karen Lovejoy Roe, Ypsilanti Township Clerk

Dated: Feb. 8, 2017

**For the Michigan Supreme Court  
State Court Administrative Office**

By: \_\_\_\_\_  
Milton L. Mack, State Court Administrator

Dated: \_\_\_\_\_



January 30, 2017

Dear Supervisor Brenda Stumbo,

The Urban County approved, and HUD provided funding for purchase and installation of playground equipment and related equipment for **Bud & Blossom Park**. Ypsilanti Township requested that Washtenaw County's Office of Community and Economic Development administer the project including drafting and releasing the Request for Proposals (RFP), selecting the contractor in cooperation with Ypsilanti Township, and supervising construction of the project.

This letter is provided to define roles and responsibilities in regard to this project, to provide a draft timeline, and to note the previously approved funding amounts available for this project are a total of \$65,000. Please note that \$45,000 was committed in 2015 and \$20,000 in 2016.

### **Roles**

**Ypsilanti Township** will remove existing playground equipment and brush and other plant material from the site. Ypsilanti Township has already provided information on vendors to receive the RFP. Ypsilanti Township will mark the specific location for the playground and related equipment at the pre-bid walk through meeting. Township staff will review bidders and provide feedback to OCED prior to selection of contractor. Ypsilanti Township will also be responsible for obtaining any relevant permits.

**Washtenaw County Office of Community and Economic Development** (OCED) will be responsible for drafting the RFP and receiving sign off from Ypsilanti Township officials. Once approved, OCED will post and advertise the RFP using vendor information provided by Ypsilanti Township. In coordination with Ypsilanti Township, OCED will select the contractor and execute the contract. OCED will oversee construction and payments to the contractor. Any change orders are subject to approval by Ypsilanti Township.

### **Tentative Timeline**

- RFP release – early Feb.
- Pre-Bid Walk Through – early Feb.
- Contractor selection and contract execution – late Feb./early March
- Construction begins: March/April
- Project Completion – May/June

Thank you for allowing OCED to administer this project on your behalf. Please sign below noting the acceptance of roles and tentative timeline above for the Bud & Blossom Park Playground Project.

Sincerely,

\_\_\_\_\_  
Andrea Plevak  
Director

\_\_\_\_\_  
Date

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

ATTESTED TO:

CHARTER TOWNSHIP OF YPSILANTI

By: Karen Lovejoy Roe Feb. 8, 2017  
Karen Lovejoy Roe (DATE)  
Township Clerk

Brenda Stumbo Feb. 8, 2017  
Brenda Stumbo (DATE)  
Township Supervisor

APPROVED AS TO FORM:

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

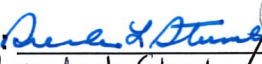
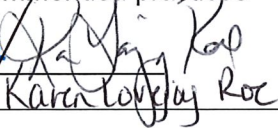
## Exhibit A to Master Agreement

### Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of January 26, 2017 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:	46593433 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:	Intersection of Russell St & S Harris Rd at the bus stop in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) overhead fed 65watt Autobahn LED with black housing mounted on a 6' arm attached to an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$145.12	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,940.16
	Credit for 3 years of lamp charges:	\$435.36
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$1,504.80</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  <div style="text-align: right;"> <b>Signature</b>              Brenda L. Stumbo / Karen Lovejoy Roe         </div>	
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 acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

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

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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



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

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

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

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

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

\*\*\*\*\*

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

Company:

The Detroit Edison Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo / Karen Lovejoy Roc

Name: Brenda L. Stumbo / Karen Lovejoy Roc

Title: Supervisor / Clerk

Feb. 8, 2017

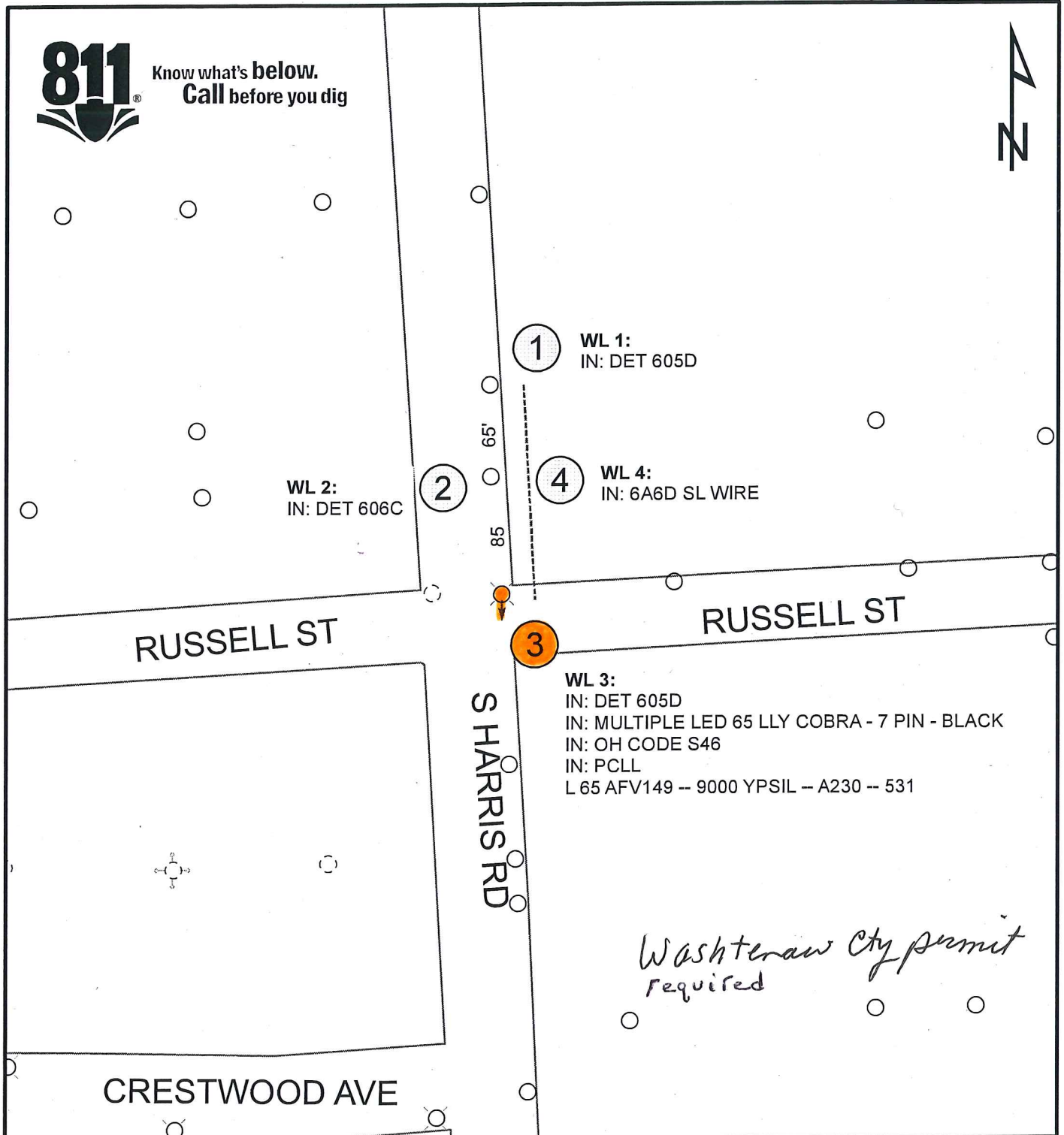
**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]



Know what's below.  
Call before you dig



#### LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

DTE Energy



### DTE Electric - Distribution Engineering and Planning

Service Planner		Work Order Description													
O'Dea, Charlotte A		SL - NBUS - 1 OH - Russell St & S Harris Rd - Ypsilanti Twp													
Phone	734.397.4307	Work Order #	46821167	GIS-DSN	46821184	COH	46821193	CUL	CUG	PLC					
Supervisor	Brian R Kinnick	Circuit #1	MOTT 8124			Circuit #2	PH		SCMAT	46821192					
Service Center	ANN	Worksite City	YPSILANTI				County	Washtenaw		RSD					
Phone	734.397.4024	JU Work to be Performed	JU						RSD						
Planning Engineer		JU Company	Contact	Email	Phone										
Phone		JU Company	Contact	Email	Phone										
CUE Number	701624	Ver	1	Plot Date	1/19/2017	Scale	NTS	Town	03S	Range	07E	Section	10	Qtr	