

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF REGULAR MEETING
DECEMBER 18, 2018**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident wished everyone a Merry Christmas and a Happy New Year.

Mike Morocco, Operations Lieutenant for Ypsilanti Township, reported the Office of Highway Safety and Planning provided \$90,000.00 for special enforcement for fiscal year 2018 in Washtenaw County. He stated officers in Ypsilanti Township had done such a good job the Township had received \$46,500.00 of that money. He also stated beginning January 6, 12 hour shifts would begin.

Trustee Jarrell Roe thanked Officer Morocco for the good report and briefly spoke to the victories that had been achieved. She stated the only downside was an increase in thefts from unlocked vehicles.

PROCLAMATION HONORING THE 2018 BELLEVILLE HIGH SCHOOL FOOTBALL TEAM

Supervisor Stumbo stated the team was not present at this time so the presentation would be done later in the meeting.

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 4, 2018 WORK SESSION AND REGULAR MEETING WITH SUGGESTED CHANGES

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR DECEMBER 18, 2018 IN THE AMOUNT OF \$1,298,000.94

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- 2. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR NOVEMBER 2018 IN THE AMOUNT OF \$27,475.80**
- 3. CLARITY HEALTH CARE ADMIN FEE NOVEMBER 2018 IN THE AMOUNT OF \$1,101.00**

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters gave personal experience regarding his own unlocked vehicle that had been opened during the day and was reported by a neighbor, which in his case nothing was taken since he only had bills and township files inside. He stated he had learned a valuable lesson.

Attorney Winters reported the demolition of Kettering and Thurston were commencing and they had the final asbestos surveys. He stated the Office of Community Standards had issued a permit for Kettering. He also reported the dedication plaques had been removed from both schools and would be preserved to maintain the history of the Willow Run Community for the future.

Attorney Winters provided a brief update regarding Kaiser School.

Attorney Winters briefly reported on the status of the Forbes Cleaners demolition and remediation.

Attorney Winters stated the property on Lamay which the Township had acquired with the Tax Foreclosure Auction would be conveyed to Habitat in January.

Attorney Winters reported the Township would remit \$1,500 to Campbell Title to complete the Title Investigation for Rivergrove Townhomes property, the 75 unit condominiums at Grove and Bridge. He stated that would enable Phase II of that project to be completed.

Attorney Winters voiced his appreciation for being able to serve 35 years as the Township's General Counsel, along with Attorney Denny McLain and Attorney Angela King.

- B. REQUEST AUTHORIZATION UP TO \$7,500.00 FOR EASEMENT ACQUISITION FROM CAMELOT APARTMENTS FOR WASHTENAW AVENUE SIDEWALK AS A PART OF THE REIMAGINE WASHTENAW SIDEWALK PROJECT BUDGETED IN LINE ITEM #101-446-000-818-022**

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A motion was made by Trustee Wilson, supported by Trustee Eldridge to authorize up to \$7,500.00 for Easement Acquisition from Camelot Apartments for Washtenaw Avenue Sidewalk as a part of the Reimagine Washtenaw Sidewalk Project budgeted in line item #101-446-000-818-022.

The motion carried unanimously

NEW BUSINESS

- 1. REQUEST TO APPROVE THE RECOMMENDATION OF THE CHARTER TOWNSHIP OF YPSILANTI LIQUOR COMMISSION TO GRANT CLASS C LIQUOR LICENSE TO HERODOTOL AND NATHALIE SAVVIDES FOR THEIR BIG BOY RESTAURANT LOCATED AT 2800 WASHTENAW**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to approve the recommendation of the Charter Township of Ypsilanti Liquor Commission to grant Class C Liquor License to Herodotol and Nathalie Savvides for their Big Boy Restaurant located at 2800 Washtenaw.

Supervisor Stumbo provided a brief description of the business operations and changes for the restaurant, as well as a 30 year history of operating their other restaurant, the Tower Inn in the City of Ypsilanti. She stated this was discussed in depth in the Work Session and thanked the Liquor Committee for their work and providing necessary information to reach an informed decision.

Trustee Jarrell Roe stated she was excited to welcome the changes to be provided by the business and voiced her appreciation for the Tower Inn.

The motion carried unanimously.

- 2. REQUEST TO APPROVE THE AMENDED AND RESTATED ESCROW AGREEMENT FOR THE HYDRO STATION BETWEEN YPSILANTI TOWNSHIP, THE DETROIT EDISON COMPANY AND JPMORGAN CHASE BANK CONTINGENT UPON ATTORNEY APPROVAL**

A motion was made by Treasurer Doe, supported by Trustee Wilson to approve the Amended and Restated Escrow Agreement for the Hydro Station between Ypsilanti Township, the Detroit Edison Company and JPMorgan Chase Bank contingent upon attorney approval and authorization for the Clerk and Supervisor to sign. (See Attached).

The motion carried unanimously.

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**3. REQUEST APPROVAL OF CONTRACT WITH THE 14B COURT AFSCME
UNION FOR YEARS JANUARY 1, 2018 TO DECEMBER 31, 2020**

A motion was made by Trustee Wilson, supported by Clerk Lovejoy Roe for approval of Contract with the 14B Court AFSCME Union for Years January 1, 2018 to December 31, 2020.

Supervisor Stumbo stated this had been discussed in the Closed Session in the Work Session and Attorney Winters agreed this contract was in alignment with what had already been approved for the AFSCME and Teamster contracts already approved for Township employees.

The motion carried unanimously.

**PROCLAMATION HONORING THE 2018 BELLEVILLE HIGH SCHOOL
FOOTBALL TEAM (See Attached)**

Clerk Lovejoy Roe read a Proclamation honoring the 2018 Belleville High School Football Team into the record.

The audience applauded and pictures were taken of the team with the Township Board at this point.

**4. REQUEST APPROVAL OF CHANGE ORDER WITH WEATHERSEAL HOME
IMPROVEMENT FOR THE COMMUNITY CENTER ROOF IN THE AMOUNT OF
\$8,942.00 BUDGETED IN LINE ITEM #101-970-000-976-008**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe for approval of Change Order with Weatherseal Home Improvement for the Community Center Roof in the amount of \$8,942.00 budgeted in line item #101-970-000-976-008.

The motion carried unanimously.

5. RESOLUTION 2018-35, TOWNSHIP SUPERVISOR'S SALARY

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to approve Resolution 2018-35, Township Supervisor's Salary. (See Attached)

The motion carried unanimously.

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6. RESOLUTION 2018-36, TOWNSHIP CLERK'S SALARY

A motion was made by Trustee Wilson, supported by Trustee Eldridge to approve Resolution 2018-36, Township Clerk's Salary. (See Attached)

The motion carried unanimously.

7. RESOLUTION 2018-37, TOWNSHIP TREASURER'S SALARY

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to approve Resolution 2018-37, Township Treasurer. (See Attached)

The motion carried unanimously.

8. RESOLUTION 2018-38, TRUSTEE'S SALARY

A motion was made by Clerk Lovejoy Roe, supporter by Treasurer Doe to approve Resolution 2018-38, Trustee's Salary. (See Attached)

The motion carried unanimously

9. RESOLUTION 2018-39, ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES SALARY

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross-Williams to approve Resolution 2018-39, Administrative and Confidential Employees Salary. (See Attached)

The motion carried unanimously.

10. RESOLUTION 2018-41, ADOPTION OF 2019 REGULAR BOARD MEETING DATES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2018-41, Adoption of 2019 Robert's Rules of Order. (See Attached)

The motion carried unanimously.

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11. RESOLUTION 2018-42, ADOPTION OF ROBERT'S RULES OF ORDER

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross-Williams to approve Resolution 2018-42, Adoption of Robert's Rules of Order. (See Attached)

The motion carried unanimously.

12. RESOLUTION 2018-43, DESIGNATION OF DEPOSITORIES FOR 2019

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2018-43, Designation of Depositories for 2019. (See Attached)

The motion carried unanimously.

13. RESOLUTION 2018-44, DESIGNATION OF NEWSPAPER OF CIRCULATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to approve Resolution 2018-44, Designation of Newspaper of Circulation. (See Attached)

The motion carried unanimously.

OTHER BUSINESS

Supervisor Stumbo wished everyone a safe and Happy Christmas and New Year's Holiday Season. She wished everyone continued good health and asked prayer for those that do not have good health. She stated this had been a hard year for the Township family as there had been a lot of sickness and several deaths.

Trustee Ross-Williams asked for prayer for Councilman Peter Murdock regarding health issues.

A motion was made to adjourn by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe.

The motion carried unanimously

The meeting was adjourned at 7:30 p.m.
Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

AMENDED AND RESTATED ESCROW AGREEMENT

THIS AMENDED AND RESTATED ESCROW AGREEMENT (this "Escrow Agreement") is entered into as of December 18, 2018, by and among DTE Electric Company (the "Company"), The Charter Township of Ypsilanti (the "Seller"), and together with the Company, sometimes referred to individually as "Party" and collectively as the "Parties"), and JPMorgan Chase Bank, N.A., as successor in interest to NBD Bank, N.A. (Detroit) (the "Escrow Agent").

WHEREAS, the Company, as purchaser, and Seller have entered into that certain Agreement dated February 7, 1994 (the "Agreement"), and Seller has agreed to sell to the Company certain electrical energy from a hydro electric facility, including interconnection facilities owned by Seller, on the terms and conditions set forth herein.

WHEREAS, pursuant to Section 7.1 of the Agreement, in order to secure Seller's obligation to refund certain payments made by the Company and payment of damages in the event of termination or cancellation, the Company is obligated to deposit on a monthly basis into an escrow account to be established, an amount (the "Escrowed Payment") equal to 0.5 cents per kilowatt-hour ("kWh") of electricity purchased by the Company during the month to which each monthly payment relates. The Escrowed Payment is to be deducted from the monthly payment otherwise due Seller and to be deposited with and held by Escrow Agent in the manner hereinafter set forth.

WHEREAS, the Company, Seller and Escrow Agent desire to amend and restate, in its entirety, that certain Escrow Agreement among the Company, Seller and Escrow Agent dated as of May 4, 1994, as amended by that certain Amendment No. 1 to Escrow Agreement among the Company, Seller and Escrow Agent dated as of September 20, 2011 (as amended, the "Original Escrow Agreement") to receive, hold and administer the Escrowed Payments due from the Company on the terms and conditions set forth herein. A copy of the Original Escrow Agreement has been included for reference as Exhibit B.

WHEREAS, the Parties have appointed Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent has accepted such appointment and agrees to continue to serve as Escrow Agent under the terms and conditions set forth herein.

1. **Fund; Investment.** (a) At the time of execution of this Escrow Agreement, the current balance of the escrow account is \$ _____. The Company hereby agrees to deliver to and deposit with Escrow Agent on a monthly basis, the Escrowed Payments. The Company need not make any deposit for any month for which payment is not due or payable to Seller under the terms of the Agreement. All such deposits shall be made concurrently with the monthly payment due to Seller. The Company agrees to provide email notification to Escrow Agent in advance of each deposit of the Escrowed Payments and provide Seller with satisfactory evidence of such deposits at such time as each monthly payment due to Seller is made. It is expressly agreed and understood that the Escrow Agent has no responsibility for making calculations or determining or collecting amounts to be deposited or for the interpretation of the Agreement and Escrow Agent may rely solely upon the written instructions received by it pursuant to this Escrow Agreement.

(b) Escrow Agent shall hold the Escrow Payments in one or more demand deposit accounts (and shall invest and reinvest the Escrow Payments and the proceeds thereof (the "Fund") in a money market mutual fund, including without limitation a JPMorgan Money Market Mutual Fund (collectively, "MMMF"), selected by Seller and as set forth in Schedule 3 attached hereto, and as shall be acceptable to Escrow Agent, based upon Seller's independent review of prospectuses previously delivered to Seller. Absent written direction of Seller, the Fund shall be invested in JPMorgan U. S. Treasury Money Market Fund – Morgan Shares. The Seller and Company acknowledge that an affiliate of Escrow Agent, JPMorgan Asset Management ("JPMAM"), serves as investment manager for the selected MMMF and receives fees from the invested funds for services rendered separate from the fees for services rendered by Escrow Agent as further provided within the Agreement. No other investment of the Fund will be permitted during the term of this Escrow Agreement. Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity and Escrow Agent or any affiliated entity may act as counterparty with respect to such investments. Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Escrow Agreement.

(c) Escrow Agent agrees to prepare and submit to the Company and Seller on a monthly basis a report with respect to the financial status of the Fund (the "Escrow Statement") including the total of the Fund held by the Escrow Agent and a description of the transactions made during the relevant period, as well as the respective amounts, yields and maturities of any investments. Notwithstanding anything to the contrary in this Escrow Agreement, market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. Escrow Agent has no responsibility whatsoever to determine the market or other value and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Escrow Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an Authorized Representative (as defined below) of Seller to give Escrow Agent instructions to invest or reinvest the Fund. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement.

(d) All interest or other income earned under this Escrow Agreement shall be allocated between the Parties in accordance with the distribution of the Fund per Section 2 and reported by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Fund by the Party receiving the distribution. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

2. **Disposition and Termination.** (a) Escrow Agent shall release the Fund in accordance with written instructions from the Parties as evidenced by the signatures of the person or persons signing this Escrow Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A and 1-B (each an "Authorized Representative"), in the form of Exhibit A-1 annexed hereto (the "Request for Disbursement to Seller"). After delivery to the Escrow Agent of a Request for Disbursement to Seller which has been signed by an Authorized Representative of the Seller and countersigned by an Authorized Representative of the Company, the Escrow Agent shall pay the amount of such Request for Disbursement to Seller accordingly.

(b) Escrow Agent shall release the Fund in accordance with written instructions from the Company in the form of Exhibit A-2 annexed hereto (the "Request for Disbursement to Company"). After delivery to the Escrow Agent of a Request for Disbursement to Company which has been signed by an Authorized Representative of the Company, the Escrow Agent shall pay the amount of such Request for Disbursement to Company accordingly. The Escrow Agent shall have no obligation to confirm the appropriateness of such payment to the Company with or notify the Seller prior to such distribution.

(c) If the Fund has not been fully disbursed as set forth by the terms of this Escrow Agreement on December 31, 2027 at 5:00 p.m. EST, this Escrow Agreement shall terminate and the Fund shall be released to Seller in accordance with such Party's Standing Instructions. Upon delivery of the Fund as provided herein, Escrow Agent shall be released from all obligations and liabilities under this Escrow Agreement.

(d) The instructions provided for in this Section 2 shall be binding upon Seller and Company. Escrow Agent shall be protected in acting in accordance with such instructions. Escrow Agent shall disburse the Fund within three (3) Business Days of receipt of a request or instruction received in accordance with this Section 2. Escrow Agent shall not be liable to Company, Seller or any other person or entity as a result of acting pursuant to the written instructions received from either (i) Company and Seller or (ii) Company in accordance with this Escrow Agreement.

Notwithstanding anything to the contrary set forth in Section 7, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Fund, must be in writing and executed by the appropriate Authorized Representative(s), and delivered to Escrow Agent only by confirmed facsimile or as a Portable Document Format ("PDF") attached to an email only at the fax number or email address set forth in Section 7 below. Each Designation of Authorized Representatives shall be signed by a Secretary, any Assistant Secretary or other duly authorized officer of the named Party. No instruction for or related to the transfer or distribution of the Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 7 and in the case of a facsimile, as evidenced by a confirmed transmittal to the Party's or Parties' transmitting fax number and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be

liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent.

(e) Each Party authorizes Escrow Agent to use the funds transfer instructions (“Initial Standing Instructions”) specified for it below to disburse any funds due to such Party, without a verifying call-back or email confirmation as set forth below:

Company	DTE Electric Company	Seller	Charter Township of Ypsilanti
Bank Name:	JPMorgan Chase	Bank Name:	Huntington National Bank
Bank Address:	611 Woodward Ave, Detroit MI 48226	Bank Address:	PO Box 1558 Columbus OH 43216-1558
ABA number:	Wire 021000021 ACH 072000326	ABA number:	044000024
Credit A/C Name:	DTE Electric Co.	Credit A/C Name:	Charter Township of Ypsilanti
Credit A/C #	1102823	Credit A/C #	01381884148
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	
FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

(f) In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Escrow Agreement (any such additional funds transfer instructions, “Additional Standing Instructions” and, together with the Initial Standing Instructions, the “Standing Instructions”), Escrow Agent will confirm such Additional Standing Instructions by a telephone call-back or email confirmation to an Authorized Representative of such Party or Parties, and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative. No funds will be disbursed until such confirmation occurs. Each Party agrees that after such confirmation, Escrow Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone call-back or email confirmation. Further, it is understood and agreed that if multiple disbursements are provided for under this Escrow Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone call-back or email confirmation.

(g) The persons designated as Authorized Representatives and telephone numbers for same may be changed only in a writing executed by an Authorized Representative or other duly authorized officer of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Escrow Agent will confirm any such change in Authorized Representatives by a telephone call-back or email confirmation to an Authorized Representative and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative.

(h) Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and confirmed by an Authorized Representative. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in such Party's or the Parties' instruction and confirmed by an Authorized Representative even though it identifies a person different from the named beneficiary.

(i) As used in this Section 2, “Business Day” shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 2 are commercially reasonable. Upon delivery of the Fund in full by Escrow Agent pursuant to this Section 2, this Escrow Agreement shall terminate, and all the related account(s) shall be closed, subject to the provisions of Sections 5 and 6.

(j) Notwithstanding anything to the contrary contained in this Escrow Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying call-back (or email confirmation) to an Authorized Representative.

3. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement between the Parties, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Escrow Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not required under this Escrow Agreement may be disregarded by Escrow Agent. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Escrow Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Fund, including, without limitation, the Escrow Payments nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Fund in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, by the Parties at any time after giving not less than thirty (30) days advance joint written notice to Escrow Agent. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Fund to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent either (a) may interplead the Fund with a court located in the State of Michigan and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Fund; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Fund to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Escrow Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Escrow Agreement without further act.

5. **Compensation; Acknowledgment.** (a) Seller agrees to pay Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2.

(b) Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

6. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, costs or expenses (including attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Escrow Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Escrow Agreement. The Parties hereby grant Escrow Agent a right of set-off against the Fund for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. The obligations set forth in this Section 6 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Escrow Agreement.

7. **Notices.** Except as otherwise provided in Section 2, all communications hereunder shall be in writing or set forth in a PDF attached to an email, and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to Company: DTE Electric Company
414 South Main Street Suite 300
Ann Arbor, MI 48104
Attention: Jon Bateman
Tel No.: 734-887-2141
Fax No.:
Email Address: Jon.Bateman@dteenergy.com

Account statements
and billing: [Insert address if different from above]

With copies to: One Energy Plaza 833 WCB
Detroit MI 48226
Attention: Keith Bardouche
Tel No.: 313-235-8770
Fax No.: 313-235-9470
Email Address keith.bardouche@dteenergy.com

If to Seller: The Charter Township of Ypsilanti
7200 S Huron River Dr
Ypsilanti, MI 48197
Attention: Hydro Operations
Tel No.: 734-544-3690
Fax No.: 734-544-3626
Email Address: msaranen@ytown.org

Account statements
and billing: [Insert address if different from above]

With copies to: 7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attention: Accounting Director
Tel No.: 734-544-3601
Fax No.:
Email Address: jneel@ytown.org

If to Escrow Agent: JPMorgan Chase Bank, N.A.
Escrow Services
10 South Dearborn, Mail Code IL1-0113
Chicago, IL 60603
Attention: Myra Lagtapon

8. **Compliance with Court Orders.** In the event that a legal garnishment, attachment, levy, restraining notice or court order is served with respect to any of the Fund, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

9. **Miscellaneous.** (a) The provisions of this Escrow Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Escrow Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party. This Escrow Agreement shall be governed by and construed under the laws of the State of Michigan. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Michigan. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement.

(b) No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Escrow Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. All signatures of the parties to this Escrow Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Escrow Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Escrow Agreement and to perform all of the duties and obligations to be performed by it hereunder; (iii) the person(s) executing this Escrow Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 6 above, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Fund or this Escrow Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

DTE ELECTRIC COMPANY

By: _____
Name: Edward Solomon
Title: Assistant Treasurer

**JPMORGAN CHASE BANK, N.A.,
As Escrow Agent**

By: _____
Name: _____
Title: _____

CHARTER TOWNSHIP OF YPSILANTI

By: *Brenda L. Stumbo* *Karen Lasky Rae*
Name: *Brenda L. Stumbo / Karen Lasky Rae*
Title: *Supervisor / Clerk*
December 19, 2018

EXHIBIT A-1

Form of Request for Disbursement to Seller

JPMorgan Chase Bank, N.A., Escrow Services
10 South Dearborn, 44th Floor
Mail Code IL1-0113
Chicago, IL 60603
Attn: Myra Lagtapon
Fax Number: (312) 954-0430
Email: mw.escrow@jpmorgan.com

Date:

Re: [Name of Parties] – Escrow Agreement dated [] |
Escrow Account no. []

Dear Sir/Madam:

We refer to an amended and restated escrow agreement dated [] among DTE Electric Company (the “Company”), The Charter Township of Ypsilanti (the “Seller”) and JPMorgan Chase Bank, N.A., as Escrow Agent (the “**Escrow Agreement**”). This represents Request for Disbursement to Seller No. ____ in the amount of \$ _____ pursuant to Section 7.2 of the Agreement (as defined in the Escrow Agreement).

A copy of the calculations which establish the Seller’s right under Section 7.2 of the Agreement to withdraw the above amount from the Fund is attached hereto.

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

The Seller and Company instruct Escrow Agent to release the Fund, or the portion specified below, to the specified party as instructed below.

Amount
(In writing)
Beneficiary
City
Country

US Instructions:

Bank Huntington National Bank
Bank address PO Box 1558 EA1W37, Columbus, OH 43216-1558
ABA Number: 044000024
Credit A/C Name: Charter Township of Ypsilanti- Receiving Account
Credit A/C #: 01381884148
Credit A/C Address:
If Applicable:
 FFC A/C Name:
 FFC A/C #:
 FFC A/C Address:

International Instructions:

Bank Name:
Bank Address
SWIFT Code:
US Pay Through ABA:
Credit A/C Name:
Credit A/C # (IBAN #):
Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

FOR AND ON BEHALF OF SELLER:

THE CHARTER TOWNSHIP OF YPSILANTI

By: *Brenda L. Stumbo / Karen Lovejoy Poe*
Name: *Brenda L. Stumbo / Karen Lovejoy Poe*
Date: *December 19, 2018*
Title: *Supervisor / Clerk*

FOR AND ON BEHALF OF COMPANY:

DTE ELECTRIC COMPANY

By: _____
Name:
Date:
Title:

EXHIBITA-2

Form of Request for Disbursement to Company

[Date]

JPMorgan Chase Bank, N.A., Escrow Services
10 South Dearborn, 44th Floor
Mail Code IL1-0113
Chicago, IL 60603
Attn: Myra Lagtapon
Fax Number: (312) 954-0430
Email: mw.escrow@jpmorgan.com

Re: [Name of Parties] – Escrow Agreement dated []
Escrow Account no. []

Dear Sir/Madam:

We refer to an amended and restated escrow agreement dated [] among DTE Electric Company (the “Company”), Charter Township of Ypsilanti (the “Seller”) and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”). This represents Request for Disbursement to Company No. ____ in the amount of \$ _____ pursuant to Section [7.3] or [7.4] of the Agreement (as defined in the Escrow Agreement).

The Company hereby certifies that:

[IF PURSANT TO SECTION 7.4]

1. The Agreement has been canceled or terminated in accordance of the provisions of the Agreement. The Company has given such notices of default to the Seller as may be required and the cure periods, if any, have expired without cure by the Seller.
2. The total amount of the Fund shall be paid to the Company.

[IF PURSANT TO SECTION 7.3]

3. The above amount is the amount of a refund required to be paid to the Company under Section 7.3 of the Agreement.

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

The Company instructs the Escrow Agent to release the Fund, or the portion specified below, to the specified party as instructed below.

Amount
(In writing)
Beneficiary
City
Country

US Instructions:

Bank JPMorgan Chase
Bank address 611 Woodward Ave, Detroit MI 48226
ABA Number: wire 021000021

Ach 072000326

Credit A/C Name: DTE Electric Co

Credit A/C #: 1102823

Credit A/C Address: One Energy Plaza, Detroit MI 48226

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

International Instructions:

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

FOR AND ON BEHALF OF COMPANY:

DTE ELECTRIC COMPANY

By: _____

Name: Edward Solomon

Title: Assistant Treasurer

Date: _____

EXHIBIT B

Original Escrow Agreement

Schedule 1-A

DTE ELECTRIC COMPANY

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, Edward Solomon, being the duly elected, qualified and acting Assistant Treasurer of DTE ELECTRIC COMPANY ("Company"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Amended and Restated Escrow Agreement, dated December 19, 2018, by and among the Company, the Seller and Escrow Agent (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by the Company such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) the Company is an individual. The Company acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if the Company nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, the Company agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME	SIGNATURE	TELEPHONE, CELL NUMBER and EMAIL ADDRESS
Edward Solomon	_____	(ph) 313-235-1897 (cell) 734-657-9044 (email) edward.solomon@dteenergy.com
Kenneth Bridge	_____	(ph) 313-235-9995 (cell) 734-838-7610 (email) kenneth.bridge@dteenergy.com
Angela Buk	_____	(ph) 313-235-1662 (cell) 586-854-7116 (email) angela.buk@dteenergy.com

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.
4. That pursuant to the Company's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of the Company, and that the undersigned has so executed this Designation this 14th day of December, 2018.
5. Notwithstanding the above, if the Company is an individual, no signature will be required below.

Signature: _____

Name: Edward Solomon

Title: Assistant Treasurer

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1-A

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

Schedule 1-B

THE CHARTER TOWNSHIP OF YPSILANTI

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, Brenda Stumbo/Karla Lovic Jay Coe being the duly elected, qualified and acting on behalf of The Charter Township of Ypsilanti ("Seller"), does hereby certify:

- 1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Amended and Restated Escrow Agreement, dated Dec. 19, 2018 by and among the Company, the Seller and Escrow Agent (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by the Seller such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) the Seller is an individual. The Seller acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if the Seller nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, the Seller agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME SIGNATURE TELEPHONE, CELL NUMBER and EMAIL ADDRESS

Larry Doe, Township Treasurer [Signature] (ph) (734) 544-3910 (cell) (email) ldoe@ytown.org
Javonna Neel, Accounting Director [Signature] (ph) (734) 544-3601 (cell) (email) jneel@ytown.org
Michael Saranen, Hydro Manager [Signature] (ph) (734) 544-3691 (cell) (734) 368-4169 (email) msaranen@ytown.org

- 2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.
4. That pursuant to the Seller's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of the Seller, and that the undersigned has so executed this Designation this 19 day of Dec., 2018
5. Notwithstanding the above, if the Seller is an individual, no signature will be required below.

Signature: Brenda L. Stumbo / Karen Lovejoy Roe
Name: Brenda L. Stumbo / Karen Lovejoy Roe
Title: Supervisor / Clerk
Dec. 19, 2018

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1-B

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Account Acceptance Fee Waived

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Annual Administration Fee \$3,500

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ratio for partial years.

Extraordinary Services and Out-of-Pocket Expenses: Escrow Agent or any of its affiliates may receive compensation with respect to any Alternative Investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in [a MMMF]. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

Disclosures and Agreements

Taxes. The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

Representations Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"). Each Party represents and warrants to Escrow Agent that for purposes of the Municipal Advisor Rules, none of the funds (if any) currently invested, or that will be invested in the future, in money market funds, commercial paper or treasury bills under this Escrow Agreement constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Each Party also represents and warrants to Escrow Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested to enable the forgoing representation to be made. Further, each Party acknowledges that Escrow Agent will rely on this representation until notified in writing otherwise.

Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's identity verification procedures require Escrow Agent to obtain information which may be used to confirm the Parties' identity including without limitation name, address and organizational documents ("identifying information"). The Parties agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by Escrow Agent.

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Abandoned Property. Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such

laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Escrow Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

Information. The Parties authorize Escrow Agent to disclose information with respect to this Escrow Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Foreign Exchange. If Escrow Agent accepts a funds transfer instruction under this Escrow Agreement for payment in a currency (the "Non-Account Currency") other than the currency of the account (the "Account Currency"), Escrow Agent is authorized to enter into a foreign exchange transaction to sell to the Party or Parties the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Escrow Agent accepts payment to the account in a Non-Account Currency, Escrow Agent is authorized to purchase the Non-Account Currency from the Party or Parties, and to credit the purchase price to the account in lieu of the Non-Account Currency. The purchase price for the foregoing transactions shall be at a rate and spread as Escrow Agent determines in its discretion and may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which Escrow Agent otherwise enters into foreign exchange transactions on the relevant date. Further, (i) Escrow Agent has full discretion to execute such foreign exchange transactions in such manner as Escrow Agent determines in its sole discretion and (ii) Escrow Agent may manage the associated risks of Escrow Agent's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Parties. Imbedded within the applicable foreign exchange rate or otherwise generated in connection with Escrow Agent's execution of any such transaction or management of its risk related thereto may be a profit to Escrow Agent. Any such foreign exchange transaction will be between Escrow Agent and a Party or Parties as principals, and Escrow Agent will not be acting as agent or fiduciary for the Parties.

Acknowledgment of Compensation and Multiple Roles. Escrow Agent is authorized to act under this Escrow Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Escrow Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Escrow Agreement (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Escrow Agreement.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Escrow Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

MMDA Disclosure and Agreement. If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, the Parties acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Use of Electronic Records and Signatures. As used in this Escrow Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Escrow Agreement or the attached Exhibits, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature; provided, however, that any such electronic signature must be an actual and not a typed signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Escrow Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

SCHEDULE 3
Money Market Mutual Fund Terms – Escrow

Customer Name: The Charter Township of Ypsilanti

Escrow Account Number(s): 304824313

Investment Sweep [Fund Complex Fund None, Share Class]: JPMorgan U. S. Treasury Money Market Fund – Morgan Shares

Escrow Agreement Date:

Type of Sweep (End of Day/Intraday): End of Day

This disclosure confirms that JPMorgan Chase Bank, N.A. (“JPMorgan” or the “Bank”) is authorized and directed to “sweep” on an ongoing basis funds in the above-referenced account(s) covered by the escrow agreement identified above (“Escrow Agreement” and such account the “DDA”), until JPMorgan is advised in writing to the contrary, to the above-referenced JPMorgan U. S. Treasury Money Market Fund – Morgan Shares (the “Sweep Service” and the entity or person receiving the Sweep Service, the “Customer”), in accordance with the terms of this Schedule 3 (together with the annex attached hereto, the “Schedule”):

The Customer has directed JPMorgan as its agent to invest in the Fund(s) identified above (the “Fund” or “Funds”). In the event of any conflict between the terms of this Schedule and the terms of the Escrow Agreement, the terms of this Schedule shall prevail. The Bank will maintain, for the Customer investment, an account on the books of the Fund or Funds for the purchase of shares (the “Shares”) in the Funds in the name of the Customer or in the name of JPMorgan Chase Bank, N.A. for the benefit of itself and its Customer or similar title (the “Fund Account”) (“Investment Vehicle”).

- 1. Intraday Money Market Fund Sweeps.** If the Customer has selected an Intraday Money Market Fund Sweep as the Investment Vehicle, the provisions of this Section shall apply in addition to the provisions of Sections 3 through 7.

The Bank, on each business day on which the Bank is open to the public for substantially all banking services and the Fund companies are open (a “Business Day”), at a time prior to the cut off time for investment into the Fund, will assess the balance in the DDA, then the amount of the balance (“Sweep Balance”) will be debited from the DDA and will be invested in Shares. The Shares purchased shall be recorded in the Fund Account. For Intraday Sweep Customers, the Bank’s cutoff time will be one hour before the Fund cutoff time.

- 2. End of Day Money Market Fund Sweeps.** If the Customer has selected an End of Day Money Market Fund Sweep as the Investment Vehicle, the provisions of this Section shall apply in addition to the provisions of Sections 3 through 7.

The Bank, at the end of each business day on which the Bank is open to the public for substantially all banking services and the Fund companies are open (a “Business Day”) will automatically debit the DDA and transfer to the Fund an amount equal to the available balance in the DDA (“Sweep Balance”), for the purchase of Shares. The Shares purchased shall be recorded in the Fund Account. The Bank, on the succeeding Business Day, will send a redemption order to the Fund for the Sweep Balance and credit the DDA, provisionally or otherwise, for the amount or anticipated amount, as applicable, of the redemption order (“Credit”). If, for any reason, the amount of the Credit is determined to have exceeded the net asset value of the redeemed Fund shares or if the Fund suspends redemptions on the day that the Credit is granted, the Customer hereby authorizes and directs the Bank, in its discretion, to immediately debit the DDA for an amount up to and including the full amount of the Credit. The Bank may debit the DDA even though such debit may bring about or increase an overdraft.

3. Money Market Fund Sweep Related Terms. The Customer acknowledges and agrees that:

- (a) The Sweep Service and the Investment Vehicle shall be subject to, as applicable, the terms and conditions of (i) this Schedule, (ii) the prospectus for the Fund (the "Prospectus") and the application for the Fund (the "Fund Application"), each as amended from time to time; and (iii) the Statement of Additional Information for the Fund (the "SAI"), as may be amended from time to time, and such further conditions as the Bank or the Fund impose and make known to the Customer from time to time; each of the items in clauses (i) and (ii) of which the Customer has received and reviewed. The Prospectus sets forth the Fund's fees and expenses applicable to the Customer purchase of Shares. The Customer acknowledges that it is relying solely on the representations contained in the relevant Prospectus and SAI for the purpose of making its investments.
- (b) The Customer: (i) consents to receiving all information from the Bank, including without limitation, the Prospectus and the SAI (and the Key Investor Information Document ("KIID"), if applicable) and proxy materials, via electronic means; (ii) acknowledges that it is able to open and read all such communications; (iii) has received, reviewed and understands the current Prospectus (and KIID, if applicable), which contains information about the Fund, including management fees and fund expenses paid by the Fund; and (iv) consents to having its sweep statements delivered by electronic means including the internet.
- (c) Investment Minimums; Rebalancing
 - (i) Pursuant to the Customer's direction, the Bank, will invest the Sweep Balance of the Customer in a particular share class as first stated above.
 - (a) Intraday Sweep – For JPMorgan Funds, the investment minimum is based upon the Fund's Prospectus, for all other Funds, the investment minimum is based upon the Fund's Prospectus or as limited by the Fund's share classes made available on the platform.
 - (b) End of Day Sweep – The investment minimum is based upon the Fund's Prospectus.
 - (ii) The Bank, from time to time, may review the Customer's Sweep Balance to determine whether they are in line with the threshold amounts stated in the Fund's Prospectus. In the event that the Bank concludes that they are not, the Bank is authorized to invest the Customer's Sweep Balance, in the appropriate share class based on the Fund Prospectus minimums for the Sweep Service, upon notice to the Customer.
- (d) The Bank receives compensation from the Fund, its investment adviser and/or the Fund's distributor for providing services as described in the Prospectus and/or the SAI, which may include, but not be limited to, shareholder servicing and 12b-1 fees as described in the Prospectus and SAI; and fees paid by the investment adviser which range from 0 to 10 basis points depending on the share class, calculated as a percentage of its Customer's assets invested in the Fund ("Revenue Share Payments"). The amount of compensation received by the Bank with regard to a given investment in the Fund generally will be greater in the case of an investment in a share classes with a higher expense ratio. Revenue Share Payments are negotiated separately with each fund family and not all fund families pay the same amount or pay according to the same formula. There may be, therefore, a potential conflict of interest in the form of an additional financial incentive to the Bank for making available to customers mutual funds whose affiliates enter into revenue sharing arrangements. Funds whose affiliates do not make such Revenue Share Payments to the Bank are generally not offered by the Bank, and, in some cases, have higher returns or yields than funds whose affiliates do make Revenue Share Payments.
- (e) The compensation discussed in Section 3(d) above is distinct from the express fees the Bank charges the Customer for trust, agency, escrow, custody or cash management services, including the Bank's express sweep fee which may be imposed from time to time, (either related or unrelated to the Sweep Service). Such compensation is also distinct from the express fees the Bank may receive from the Fund for acting as custodian and securities lending agent to the Fund and from the express fees the Bank and/or its affiliates may receive for acting as the Fund's investment adviser, administrator, distributor, shareholder servicing agent, transfer agent, fund accountant or providing other services to the Fund as more fully described in the Prospectus and/or SAI.
- (f) Affiliates of the Bank provide services to the Fund(s) and receive fees from the Fund(s) for such services as described in the Prospectus, including acting as investment advisor, administrator, custodian, distributor and shareholder servicing agent, and the Bank may receive fees from its affiliates for providing services to the Bank's customers that invest in the Fund(s).

- (g) THE CUSTOMER WAS NOT OFFERED ANY INVESTMENT, TAX OR ACCOUNTING ADVICE OR RECOMMENDATION ON INVESTING IN THE FUND BY THE BANK OR ITS AFFILIATES, AND FURTHER: (I) NO INVESTMENT ACCOUNT ESTABLISHED WITH RESPECT TO THE FUND(S) OR FUND ACCOUNT IS A BANK DEPOSIT AND NONE OF SUCH ACCOUNT(S) OR SHARES ARE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC") OR ANY OTHER GOVERNMENT AGENCY; (II) SHARES IN THE FUND(S) ARE NOT THE OBLIGATIONS OF, AND ARE NOT GUARANTEED BY, THE BANK OR THE U.S. GOVERNMENT OR ANY STATE GOVERNMENT OR ANY UNIT OR AGENCY THEREOF; (III) FOR FUNDS THAT SEEK TO MAINTAIN A STABLE NET ASSET VALUE PER SHARE (I.E., "GOVERNMENT FUNDS" AS DEFINED IN ANNEX I), THERE IS NO ASSURANCE THAT THE FUND WILL BE ABLE TO MAINTAIN A STABLE NET ASSET VALUE OF \$1.00 PER SHARE AND THAT INVESTMENTS IN MUTUAL FUNDS INVOLVE RISK, INCLUDING POSSIBLE LOSS OF PRINCIPAL AND, FOR "INSTITUTIONAL FUNDS" (AS DEFINED IN ANNEX I), BECAUSE THE SHARE PRICE OF THE FUND WILL FLUCTUATE, THE SHARES MAY BE WORTH MORE OR LESS THAN WHAT THE CUSTOMER ORIGINALLY PAID FOR THEM; (IV) THE CUSTOMER HAS MADE ITS OWN INDEPENDENT INVESTMENT ASSESSMENT AS TO THE SUITABILITY AND APPROPRIATENESS OF THE SWEEP SERVICE AND THE INVESTMENTS HEREUNDER FOR THE NEEDS AND REQUIREMENTS OF ITS BUSINESS AND CONSULTED ITS OWN FINANCIAL, LEGAL, TAX OR OTHER ADVISORS, AND ASSUMES ALL RISK OF LOSS RESULTING FROM ANY DECISION IT MAKES TO PURCHASE, EXCHANGE OR SELL SHARES, OR TO AUTHORIZE THE SAME ON ITS BEHALF; AND (V) THE CUSTOMER IS NOT SUBJECT TO BACKUP WITHHOLDING.
- (h) The Customer has no right to demand delivery or transfer of Shares purchased for it hereunder, but the Bank may deliver such Shares to Customer in discharge hereof if redemption is precluded. In the normal course, redemption proceeds, including any interest or dividends, will be deposited in the applicable DDA upon receipt from the Fund. Dividends will be posted to the applicable DDA when received by the Bank. Since Fund interest or dividends are paid monthly, although accrued daily, such interest dividends will actually be credited to Customer once a month, in arrears. The calculation method for interest or dividends is disclosed in the Prospectus and SAI.
- (h) **Setoff.** The Customer understands that the Bank may from time to time, at its sole discretion, advance funds to facilitate the settlement of transactions in securities, other transactions involving securities or the administration of the Customer Account(s), including but not limited to, the purchase and redemption of money market fund shares. The Customer acknowledges and agrees that, without prejudice to the Bank's rights under applicable law and under the Account Documentation, the Bank shall have the right, without contacting the Customer, to act on its own or to instruct any Bank affiliate through or at which the Customer holds any securities, including any securities owned by the Customer as a result of transactions that are related to this Escrow Agreement, to sell any or all such securities and set-off in an amount sufficient to cover all amounts owing to the Bank, including, without limitation, any overdraft amounts, interest, fees or other charges. The Bank or the Bank's affiliates may choose which securities to sell and the process related to such transactions, and such actions may have adverse tax, investment and/or other implications.
- (i) Transactions involving the Fund will be reflected on the Customer's statement.
- (j) The Bank reserves the right, in its sole discretion: (i) to suspend the Sweep Service on any given day; or (ii) to limit the amount of the Sweep Balance actually transferred to the Fund, and, such limits may vary between DDAs and between Customers. To the extent the Customer expects a significant increase or decrease in the level of available balances in the DDA, the Customer will notify its client service representative at the Bank, prior to the increase or decrease in order to reduce the possibility that the Sweep Balance, or parts thereof, remain in the DDA. The Customer will receive earnings credits for any Sweep Balance, or parts thereof, remaining in the DDA, and will be responsible for any overdrafts that occur if a redemption order is not completed or balances are not returned to the DDA. In the event the Fund fails to fund a redemption or fails to meet any of its other obligations to the Customer, the Customer's recourse for such failure is to the Fund.
- (k) The Bank shall not be liable for errors or delays in transmission of orders for purchase or redemption of Shares sent from the Bank to the Fund or to the Fund's distributor. All claims for adjustments shall be made by the Customer within ninety (90) days of the corresponding account statement or be waived.
- (l) The Bank may amend this Schedule at any time in any respect effective upon written notice to Customer.

- (m) **Additional Money Market Fund Reform Terms and Money Market Fund Reform Disclosures.** The Customer acknowledges that it has received, reviewed and understands the current Fund Prospectus and the Additional Money Market Fund Reform Disclosures attached hereto as Annex I and agrees to be bound by the provisions set forth therein and in addition, the Customer acknowledges and agrees that the following terms will apply to its investment in Funds:
- i. **Floating Net Asset Value (“FNAV”).** The Customer acknowledges that an “Institutional Fund” (as defined in Annex I) is now going to be subject to a FNAV and priced to the nearest basis point (e.g., \$1.0000), which may result in a gain or loss on investment when redemptions are processed and may result in a capital gain or loss for the Customer. The Customer should refer to the Institutional Fund’s Prospectus and SAI for additional information regarding the tax implications of investing in the Fund.
 - ii. **Liquidity Fee.** If a Fund imposes a liquidity fee on the redemption of Fund Shares:
 - a. The Bank will execute all scheduled redemption orders of Fund Shares when the Fund has imposed a liquidity fee (provided that the Fund is accepting redemption orders at such time), even though the fee will be deducted from the redemption proceeds and will reduce the amount actually received by the Customer.
 - b. The Customer agrees that after a Fund has imposed a liquidity fee, the Bank may, in its discretion, determine to no longer offer that particular Fund in the future.
 - iii. **Redemption Gate.** If a Fund imposes a redemption gate:
 - a. The Customer understands that (i) it may not receive redemption proceeds for a pre-determined period of time (up to regulatory limits) in the Fund’s discretion and (ii) the Net Asset Value (“NAV”) of the Fund Shares may fluctuate during the time period that the redemption gate is in effect.
 - b. The Customer agrees that when the Fund has imposed a redemption gate, (i) the Bank will not execute purchase orders of Fund Shares and (ii) Bank may, in its discretion, determine to no longer offer that particular Fund in the future.
 - iv. **Multiple NAV Calculations.** The Customer acknowledges that an Institutional Fund may calculate its NAV multiple times per business day, as set forth in the Fund’s Prospectus and SAI. In all cases, the Customer will receive the NAV per share next calculated after the Fund (or its designee) receives and accepts the order from the Bank.
 - 1. For End of Day Sweep Customers, the Bank will submit all Customer purchase orders to the Fund on or before the Fund’s last NAV calculation time of the business day and the Bank will submit all Customer redemption orders to the Fund on or before the Fund’s first NAV calculation time of the following business day.
 - 2. For Intraday Sweep Customers, the Bank will submit all Customer purchase and redemption orders to the Fund on or before the Fund’s last NAV calculation time of the business day.
 - v. **New Investment Cutoff Times.** The Customer acknowledges that Institutional Funds may have new trade cutoff times that may be earlier than previously set by the Fund. For Intraday Sweep Customers, the Bank’s cutoff time will be one hour before the Fund cutoff time.
- (n) **Required FDIC Disclosures. For Intraday Sweeps to JPMorgan Funds:**

In the event of a failure of the Bank, balances swept to a Fund, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the Federal Deposit Insurance Corporation (the "FDIC"). However, the FDIC would treat the Customer's swept funds in one of two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the Customer's DDA on the Business Day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the Customer would receive a check or other payment from the FDIC to reacquire the Customer's allotted interest in the Fund in accordance with the FDIC's normal procedures.

(o) Required FDIC Disclosures. For Intraday Sweeps to Funds other than JPMorgan Funds:

In the event of a failure of the Bank, funds swept to a Fund (whether the sweep actually occurs will depend on the transaction cut-off time used by the FDIC), as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC. However, the FDIC would treat the Customer's swept funds in one of two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the Customer's DDA on the Business Day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the Customer would receive a check or other payment from the FDIC to reacquire the Customer's allotted interest in the money market fund in accordance with the FDIC's normal procedures. If the funds are not swept, such funds would remain in the DDA, be treated as deposits, and be insured under the applicable insurance rules and limits of the FDIC.

(p) Required FDIC Disclosures. For End of Day Sweeps to JPMorgan Funds:

In the event of a failure of the Bank, funds swept to a Fund, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC. However, the FDIC would treat the beneficial owner's swept funds in one of two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the beneficial owner's deposit account on the business day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the beneficial owner would receive a check or other payment from the FDIC to reacquire the beneficial owner's allotted interest in the Fund in accordance with the FDIC's normal procedures.

4. *If the Customer has selected a U.S. domestic Fund as a Fund, the provision of Section 4 shall apply in addition to the provisions of Sections 1,2,3,6, and 7. These Funds are only available to entities domiciled in the United States.*

Distributor.

The Customer acknowledges that the distributor of the JPMorgan Money Market Mutual Funds is JPMorgan Distribution Services Inc., which is affiliated with the Bank. The Customer acknowledges that the distributors of the third party Funds are not affiliated with the Bank. The Bank may receive compensation from the Fund, the management company for the Fund and/or the distributor of the Fund for providing services as described in the Prospectus.

5. *If the Customer has selected a non U.S. (Off-Shore) Fund as a Fund, the provisions of Section 5 shall apply in addition to the provisions of Sections 1,2,3,6, and 7. These funds are not available to U.S. persons.*

a) Distributor.

The Customer acknowledges that the distributor of the JPMorgan Liquidity Funds is JPMorgan Asset Management (Europe) S.a.r.l. which is affiliated with the Bank. The Customer acknowledges that the distributors of the third party Funds are not affiliated with the Bank. The Bank may receive compensation from the Fund, the management company for the Fund and/or the distributor of the Fund for providing services as described in the Prospectus.

b) Representations and Warranties.

The Customer represents and warrants to the Bank that:

- (i) it is not a "U.S. person", as such term is defined in Regulation S, promulgated by the Securities Exchange Commission pursuant to the Securities Act of 1933 and it will notify the Bank immediately of any change in this status;

- (ii) it was not formed principally for the purpose of investing in securities not registered under the U.S. Federal Securities laws;
- (iii) the funds that will be used to purchase Shares will not be obtained from a U.S. person; and
- (iv) it is acquiring Shares as an investment for its own account, or if purchasing for the account of a customer, the customer is not a U.S. person.

c) Indemnity.

The Customer shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including attorneys' fees) as a result of or in connection with the breach of any representation or warranty contained in this Schedule.

6. Representations and Warranties.

The Customer represents and warrants to the Bank that: this Schedule will, upon execution and delivery, constitute the legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with applicable law.

7. Investment Statement.

The Bank, on a periodic basis, in addition to account statement related to the Customer's DDA, will provide to the Customer a statement detailing the Investment, Investment transactions (including purchase and maturity dates), and activity in the Securities Account, and, in addition, will provide detail identifying the Master Note.

ACKNOWLEDGED AND AGREED:

The Charter Township of Ypsilanti

By: Brenda L. Stumbo / Karen Lougheed
 Name: Brenda L. Stumbo / Karen Lougheed
 Its: Supervisor / Clerk
December 19, 2018

DTE Electric Company

By: _____
 Name:
 Its:

ANNEX I

ADDITIONAL MONEY MARKET FUND REFORM DISCLOSURES

On July 23, 2014, the Securities and Exchange Commission (“SEC”) approved amendments to Rule 2a-7 and other rules under the Investment Company Act of 1940 (“Fund Reforms”) that govern the operation of money market funds (“Funds”). The Fund Reforms will become fully effective on or before **October 14, 2016**. Pursuant to the Fund Reforms, Funds will be categorized as Institutional, Government and Retail (as defined below). As more fully described below, Institutional Funds will now be subject to a floating net asset value (“FNAV”) per share. Further, during periods of market turmoil, when certain triggers are met and depending on how they are categorized, certain money market funds could be subject to liquidity fees and redemption gates. As discussed below, JPMorgan Chase Bank, N.A. (the “Bank”) will only offer Institutional Funds and Government Funds and will not offer Retail Funds through its Treasury Services channel. **Below is important information relating to Institutional, Government and Retail Funds to be read in conjunction with the Fund Prospectus for the relevant Fund in connection with any Sweep Service.**

Institutional Funds:

- Institutional Funds are defined to mean a money market fund regulated under Rule 2a-7 under the Investment Company Act of 1940, as amended, that does not qualify as a “Retail Fund” or “Government Fund”.
- Floating Net Asset Value (“FNAV”) – Institutional Funds (which generally operate with “prime” or “municipal” investment strategies) will be required to value their portfolio securities based on current market value and must round their net asset value (“NAV”) per share to the nearest basis point (e.g., \$1.0000) rather than rounding to the nearest penny, which means that your Institutional Fund shares may be priced at more or less than \$1 when the value of the securities in the Fund fluctuate. This may result in a gain or loss on investment when redemptions are processed and may result in a capital gain or loss. Please refer to an Institutional Fund’s Prospectus for additional information regarding the tax implications of investing in the Fund. In addition, as the Bank processes redemption orders based upon the anticipated market value of shares predicated on the previous NAV calculated by the Fund, there may be circumstances where the actual amount received from the Fund is less than the anticipated redemption proceeds amount due to the possibility that the next NAV calculated by the Fund will be less than the previous one (due to FNAV). As a result, the Customer’s account may be subject to an overdraft fee based upon the negative balance in the account. Intraday sweep customers who currently have a zero dollar target balance on their account may want to consider adjusting the target balance level to help alleviate potential overdrafts and associated fees resulting from fluctuation in Fund NAVs.
- Liquidity Fees – Institutional Funds may impose a liquidity fee of up to 2% (depending on Fund conditions and the Fund board’s determination) on the redemption of Fund shares. The liquidity fee would be retained by the Fund to help support liquidity levels by transferring the cost of redemption from the Fund to redeeming shareholders. This means that while you could redeem your shares, the redemption of your shares would be subject to a fee. For example, if an Institutional Fund imposed a 1% liquidity fee, and if you sought to redeem \$1,000, you would be charged \$10 by the Fund, so the total amount of your redemption proceeds would be \$990.
- Redemption Gates – Institutional Funds may place temporary limits on your ability to redeem Fund shares for up to 10 business days in a 90-day period. These redemption gates are designed to ensure orderly redemptions during periods of extreme Fund stress. This means that if these extreme conditions occur, you could be temporarily prevented from redeeming your Fund shares through the automated sweep process or otherwise. The FNAV of these Institutional Funds could change during any period when redemption limits are in effect from the FNAV on your initially proposed redemption date.

Government Funds:

- Government Funds are defined to mean a “government money market fund” as defined in Rule 2a-7 under the Investment Company Act of 1940, as amended.
- Government Funds, which will invest at least 99.5% of their assets in cash, government securities and/or repurchase agreements fully collateralized with cash or government securities, will NOT be required to be subject to the redemption gate, liquidity fee or floating NAV provisions of the Fund Reforms; however, it is possible that a Government Fund MAY reserve the ability to impose redemption gates and/or liquidity fees as long as the Fund discloses this to you.
- Government Funds will be permitted to continue to utilize amortized cost accounting to value their portfolio securities and to seek to transact at their existing stable \$1.00 NAV, as currently permitted.

Retail Funds:

- Retail Funds are defined to mean a “retail money market fund” as defined in Rule 2a-7 under the Investment Company Act of 1940, as amended.
- The Bank will no longer offer Funds categorized as Retail Funds through the Treasury Services channel.

Charter Township of Ypsilanti

Proclamation

HONORING

2018 Belleville High School Varsity Football Team

WHEREAS, the Charter Township of Ypsilanti wishes to recognize and congratulate the 2018 Belleville High School Varsity Football Team on their outstanding, historical winning season; and

WHEREAS, the 2018 Belleville High School Football Team's hard work and dedication resulted in a season of firsts by winning 12 games in a row; and winning the first Michigan High School Athletic Association(MHSAA) Division 1 District Championship; and becoming the first MHSAA Division 1 Regional Champions (Final Four) in the history of Belleville High School Football; and

WHEREAS, the 2018 Belleville High School Football Team achieved a 12-1 record; and earned the distinction of becoming the 2018 Kensington Lakes Activities Association (KLAA) East Division Champions; and the 2018 KLAA League Champions; and


WHEREAS, individual awards and honors for the Detroit News Dream Team went to Devontae Dobbs (Offensive Line) and Julian Barnett (Defensive Back); and for the Detroit News First Team went to Damon Payne (Offensive Line), Jalen Hunt (Defensive Line) and Andre Seldon (Defensive Back); and for the Detroit News Second Team went to Marvin Ham (Linebacker); and for the Detroit News Honorable Mention went to Jalen Williams (Ends), Christian Dhue-Reid (Quarterback) and Tyrece Woods (Defensive Line); and

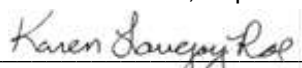
WHEREAS, the Detroit News All-West Individual recognition went to First Team: Devontae Dobbs, Damon Payne, Christian Dhue-Reid, Jalen Hunt, Marvin Ham, Julian Barnett and Andre Seldon; and Second Team: Jalen Williams and Tyrece Woods; and Honorable Mention: Darrell Johnson, Jakobe Watkins, Deon Selma, Christopher Lunsford, Isaiah Foster, Dylan Zagula and Ronald Johnson; and

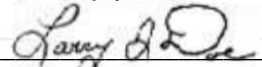
WHEREAS, the entire 2018 Belleville High School Football Coaching Staff deserves honor and recognition for the leadership provided to the Football Team resulting in a historical season and great success; and

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED, the Charter Township of Ypsilanti Board of Trustees on behalf of all our residents, wishes to applaud, celebrate and thank the 2018 Belleville High School Varsity Football Coaching Staff and the entire Football Team for their history making season. Go Belleville Tigers!

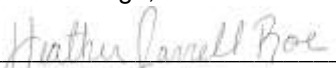
Date and Signed This 18th Day of December, 2018



Brenda L. Stumbo, Supervisor

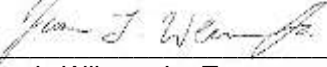

Karen Lovejoy Roe, Clerk


Larry J. Doe, Treasurer


Stan Eldridge, Trustee


Heather Jarrell Roe, Trustee


Monica Ross Williams, Trustee


Jimmie Wilson, Jr., Trustee

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2018-35
ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

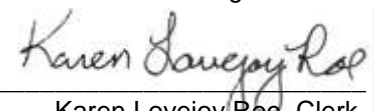
WHEREAS in 2018, AFSCME, Teamsters, Administrative/Confidential employees and Elected Officials received a 3% increase; and

WHEREAS in 2018, both the Teamster and AFSCME contracts were ratified with a 3% increase in wages for 2019;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Supervisor shall receive a 3% increase from \$81,782.20 to \$84,235.66; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

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. 2018-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2018-36
ESTABLISH TOWNSHIP CLERK'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

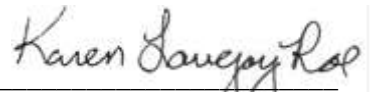
WHEREAS in 2018, AFSCME, Teamsters, Administrative/Confidential employees and Elected Officials received a 3% increase; and

WHEREAS in 2018, both the Teamster and AFSCME contracts were ratified with a 3% increase in wages for 2019;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Clerk shall receive a 3% increase from \$81,782.20 to \$84,235.66; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

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. 2018-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2018-37
ESTABLISH TOWNSHIP TREASURER'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

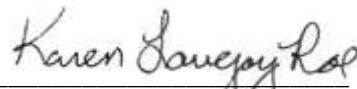
WHEREAS in 2018, AFSCME, Teamsters, Administrative/Confidential employees and Elected Officials received a 3% increase; and

WHEREAS in 2018, both the Teamster and AFSCME contracts were ratified with a 3% increase in wages for 2019;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Treasurer shall receive a 3% increase from \$81,782.20 to \$84,235.66; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

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. 2018-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

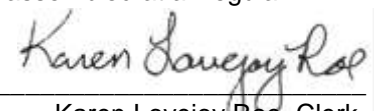
RESOLUTION NO. 2018-38

ESTABLISH TOWNSHIP TRUSTEES' SALARY

WHEREAS, a new policy was adopted at the October 18, 2016 Township Board meeting that included compensation for Township Trustees;

NOW THEREFORE BE IT RESOLVED that the Trustees will be paid according to the Trustee Attendance Policy, \$625 per meeting, not to exceed \$15,000 for 24 meetings.

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. 2018-38 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2018-39

CHARTER TOWNSHIP OF YPSILANTI WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

WHEREAS in 2018, AFSCME and Teamsters contracts were negotiated and ratified with a 3% increase in wages for 2018 and 2019; and

WHEREAS in 2018, administrative and confidential employees also received a 3% increase;

NOW THEREFORE BE IT RESOLVED that the salaries for administrative and confidential employees be increased by 3% in 2019 and are recommended to be as follows:

	2018 Total Salary	2019 Total Salary
	\$59,188	\$ 60,964
	\$59,188	\$ 60,964
	\$59,188	\$ 60,964
Note 1		\$ 55,231
	\$58,192	\$ 59,938
	\$53,056	\$ 54,648
	\$76,072	\$ 78,354
	\$45,000	\$ 45,000
Note 2		\$ 71,562
Note 3	\$82,400	
	\$63,668	\$ 65,578
	\$59,563	\$ 61,350
	\$84,159	\$ 86,684
	\$88,305	\$ 90,954
	\$63,668	\$ 65,578
Note 4	\$45,724	\$ 45,724
	\$78,242	\$ 80,589
	\$53,035	\$ 54,626
	\$53,035	\$ 54,626
Note 5		
	\$79,791	\$ 82,185
	\$49,440	\$ 50,923
	\$31,462	\$ 32,406

Note 1 - Deputy of Elections position was created and approved by the Township Board on August 24, 2018.

Note 2 - Deputy Assessor position was restored by the Township Board on August 24, 2018.

Note 3 - Building Director position is currently vacant.

Note 4 - Reimbursed half of salary by the State of Michigan.

Note 5 - Residential Services Director position is currently vacant.

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. 2018-39 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Township Clerk

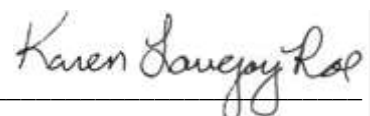
CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2018-41

ADOPTION OF REGULAR BOARD MEETING DATES FOR THE 2019 CALENDAR YEAR

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2019 calendar year.

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. 2018-41 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2019

Work Session 5:00 p.m. Civic Center Board Room	Regular Meeting 7:00 p.m. Civic Center Board Room
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In 2019, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, March, April, May, October, November and December and on the 3rd Tuesday of each month in January, June, July, August, and September.

Tuesday January 15, 2019

Tuesday February 5, 2019
Tuesday February 19, 2019

Tuesday March 5, 2019
Tuesday March 19, 2019

Tuesday April 2, 2019
Tuesday April 16, 2019

Tuesday May 7, 2019
Tuesday May 21, 2019

Tuesday June 18, 2019*

Tuesday July 16, 2019*

Tuesday August 20, 2019*

Tuesday September 17, 2019*

Tuesday October 1, 2019
Tuesday October 15, 2019

Tuesday November 5, 2019
Tuesday November 19, 2019

Tuesday December 3, 2019
Tuesday December 17, 2019

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

*Board members should plan to reserve the first Tuesday of June, July, August and September in case a Special Meeting needs to be scheduled.

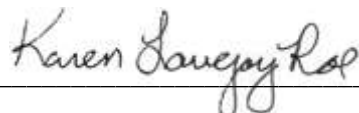
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2018-42

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2019 calendar year.

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. 2018-42 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

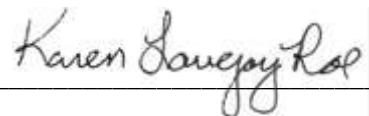
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2018-43

**DESIGNATION OF DEPOSITORIES
FOR 2019**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank and TCF Bank and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2019 calendar year.

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. 2018-43 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2018-44

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and MLive/AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2019 calendar year.

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. 2018-44 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 18, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti