CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.

April 3, 2018 Revised 4-2-18

Work Session – 5:00 p.m. Regular Meeting – 7:00 p.m.

Ypsilanti Township Civic Center 7200 S. Huron River Drive Ypsilanti, MI 48197



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE. YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS • JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, APRIL 3, 2018

5:00pm

CIVIC CENTER BOARD ROOM 7200 HURON RIVER DRIVE

1.	MICHIGAN MUNICIPAL LEAGUE DIVIDEN PRESENTATION	ID JUDITH THOMSON-TOROSIAN, MML
2.	WASHTENAW COUNTY SOLID WASTE PLAN	EVAN PRATT, DIRECTOR OF PUBLIC WORKS
3.	AGENDA REVIEW	SUPERVISOR STUMBO
4.	OTHER DISCUSSION	BOARD MEMBERS

MML Dividend Presentation



WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN

An Overview of the Process and Plan Document



What is a Solid Waste Management Plan?

- Every county in the state of Michigan is required to have an approved plan
- The purpose is to ensure that waste disposal needs are being met for the next 10 years at facilities that comply with state laws.
- Opportunity for counties to set goals around waste, recycling, and composting.



Where can I find a copy of the Plan?

- Available online at <u>www.ewashtenaw.org/publicworks</u>.
- Contact Washtenaw County Public Works at publicworks@ewashtenaw.org.



Overview of Planning Process

- Request to open plan by Advanced Disposal (ADS) to pursue expansion
- Appointment of 14-member Solid Waste Planning Committee
- First meeting conducted in August 2015

- Monthly meetings to review, discuss and determine what to include in updated plan
- Request for expansion rescinded by ADS in summer 2016
- Plan update process continued
- No landfill expansion included or approved in approved draft plan

Plan Development Overview

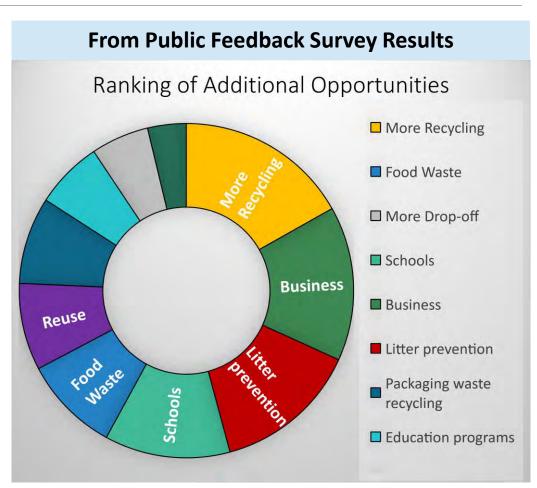


Section	Timing
Database	April 2016 – initial review November 2016 – drafted with narrative
Appendix A (includes evaluation of current systems (SWOT), funding options, additional details, etc)	April 2016 – January 2017
Goals & Objectives	July – Sept. 2016
The Selected System	Oct. 2016
Siting Criteria	November 2016 – February 2017
Implementation Plan	December 2016 - February 2017
Appendix B – Non Selected Systems	February 2017
Executive Summary	March 2017
Appendix D – Other Attachments	April 2017
Appendix C – Public Participation	Finalized prior to submitting to state



Public Engagement during Planning Process

- Rotated Planning Committee Meetings to different locations around the County
- Public Feedback Survey April Oct. 2016 (see image to right)
 - 372 responses
- Promotion on social media, county events





Outcomes of the Plan

- Working towards zero waste
- Reduce need for disposal
- Flexibility to handle emerging waste issues
- Emphasis on education and outreach
- Data informs path forward
- Active implementation

Access & Convenience

More Diversion and Recovery, Less Disposal

Education & Outreach

Data & Measurement

Funding

Coordination & Collaboration

KEY COMPONENTS OF Effective Municipal Recycling Programs





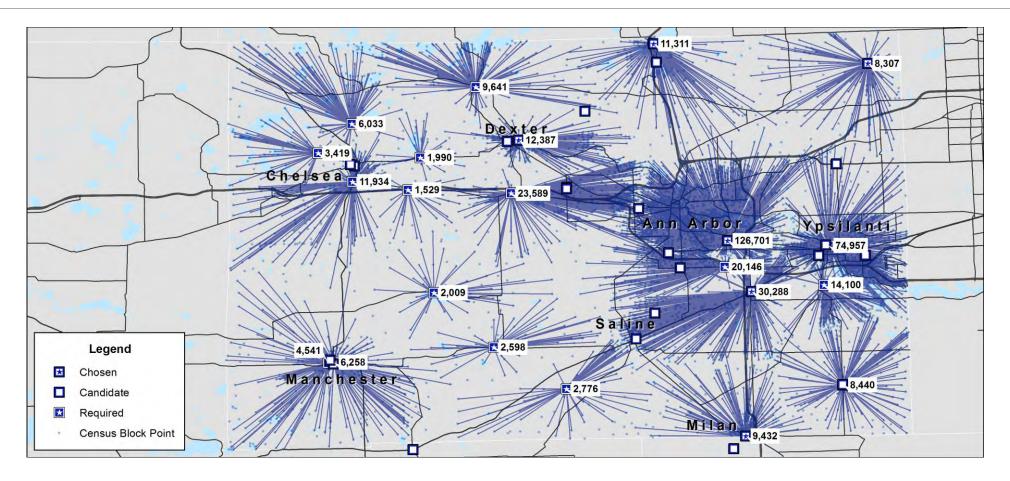
Guiding Principle: Access and Convenience

Programs and services must be accessible and convenient for users.





Example: Diversion Site Feasibility Study





Guiding Principle: More Diversion & Recovery, Less Disposal

Decrease need for disposal through opportunities to reduce, reuse, and recycle.





Guiding Principle: Education & Outreach

Proper education & outreach ensures proper participation, awareness of opportunities, and engagement by program users of all ages.



Guiding Principle: Data & Measurement

Data provides the basis establishing realistic and measurable goals.

Residential	Commercial
Recycling Rate	Recycling Rate
33%	12%
Percent of County	Tons Generated
Pop. w/curbside	in County
Recycling	Requiring Disposal
66%	291,771





Guiding Principle: Funding

Funding is required to implement goals. Diversification of funding will support long term and sustainable programming.





Guiding Principle: Coordination & Collaboration

Waste is regional and working together can be more impactful, manage costs, and achieve goals.





County Programs: Household Hazardous Waste



GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement

Funding

✓ Coordination & Collaboration



County Programs: Clean Sweep Program





GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration



County Programs: Clean-Up Days





GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery

Education & Outreach

✓ Data & Measurement

Funding

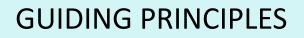
✓ Coordination & Collaboration



County Programs: Shrink Wrap Recycling Program







- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery

Education & Outreach

✓ Data & Measurement

Funding

✓ Coordination & Collaboration



County Programs: Pharmaceutical & Sharps Take-Back Program

Collection



Washtenaw County



GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration

www.DontFlushDrugs.com



County Programs: Zero Waste Washtenaw – Special Events





GUIDING PRINCIPLES

- ✓ Access & Convenience
- ✓ ↑ Diversion & Recovery
- ✓ Education & Outreach
- ✓ Data & Measurement
- ✓ Funding
- ✓ Coordination & Collaboration



County Programs: Waste Knot & Environmental Excellence











County Programs: Master Composter Certification Program







Plan Approval Process

- April 21, 2017 90-day public comment period began
- May, June, July 2017- 2 informational meetings and 1 public hearing conducted
- October 19, 2017 Solid Waste Planning Committee approved plan; forward to Board of Public Works.
- November 15, 2017 Board of Public Works approved plan and forwarded to Board of Commissioners for approval.



Plan Approval Process - continued

- December 6, 2017 Board of Commissioners approved plan.
 County will seek approval from the local units of government (LUG).
- Once approval is received from 67% of all LUG, the plan is submitted to the Michigan Department of Environmental Quality (MDEQ) for final approval.
- Estimated timeline submit plan to MDEQ early summer 2018.



Plan Implementation

- Establish a Plan Action Committee (PAC) to guide and support County
- Calendar and timeline to achieve milestones for implementation
- Interested in participating?
 Please contact County at publicworks@ewashtenaw.org





Implementation Plan– Long Term

Implementation Step	Timeline
Appoint Plan Advisory Committee (PAC)	3-6 months after plan approval
Prioritize Programs/Projects	6-12 months after plan approval
Develop Action Plans	6-12 months after plan approval
Purse Funding Mechanisms to Support Plan Implementation	Within first two years
Milestone Reporting	Annual
Strategic Planning for Plan Implementation	Annual
Stakeholder and Public Engagement	Twice per year



Implementation Plan – Short Term

Current Projects:

- Drop-off Station (DOS) Feasibility Study
- Regional Recycling Authority Feasibility Study

CALL TO ACTION!

We want to hear from you! What are your ideas for the future of solid waste and recycling?

Please contact us at publicworks@ewashtenaw.org to be included in future Plan Implementation actions.

Thank you!

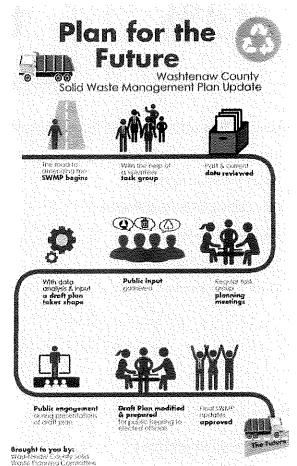
Purpose of the Plan

Every county in the state of Michigan is required to have an approved Solid Waste Management Plan. The main purpose of a plan is to make sure each county has adequate disposal capacity for any waste generated within the county; to set goals for waste reduction and recycling; and to protect public health. The current approved Washtenaw County Solid Waste Management Plan was developed in 1999. Since then, the state has not required a plan update however a county can initiate a plan amendment for any reason.

The Solid Waste Planning Process

The Washtenaw County Solid Waste Planning Committee (SWPC) was convened in August 2015 to prepare a solid waste management plan amendment in response to a request to expand the Arbor Hills Landfill. In September 2016, the Arbor Hills Landfill withdrew its option to request an expansion, however by opening the plan, the County continued to be committed to the update of outdated sections of the county's 1999 plan.

During the planning period, it was important to seek input from the public. The County provided opportunities for public feedback through an online form and also by rotating the meeting locations around the County. The feedback was incorporated into the plan where appropriate, specifically in the development of plan goals and objectives.



Plan Implementation and Oversight

The Washtenaw County Board of Commissioners (BOC) is ultimately responsible for County Solid Waste Planning activities. Through the adoption of a plan update or amendment, the BOC authorizes the County Board of Public Works (BPW) to implement the Plan. In addition, the BOC will appoint any committee or task force designated as part of this plan to assist with the implementation of the plan.

The BPW is authorized by the BOC to serve as the Designated Planning Agency for the County. The BPW is involved with all aspects of the County Solid Waste Plan, including planning, implementation, and enforcement.

The Washtenaw County Division of Public Works (DPW) is responsible for the administrative coordination of the County Solid Waste Program on behalf of the Board of Public Works.

CONTACT INFORMATION FOR COUNTY DPW

Washtenaw County by the Numbers

Current Recycling Rate in County (residential)

33%

% of County with Curbside Recycling

66%

Tons Requiring Disposal

291,771

Programs and Services Offered by Washtenaw County DPW

- Home Toxics Reduction Program
- Latex Paint Recycling Program
- Used Cooking Oil Reycling Program
- County Clean-up Days
- Pharmaceutical Take-/back
- Shrink Wrap Recycling

- Waste Know Program (Business Outreach)
- Master Composter Class
- Issues of the Environment Radio Show
- Turning Trash Into Treasure Guide
- Zero Waste Events
- Washtenaw County Consortium on Solid Waste Management

Updates in the 2017 SWMP

- Goals and Objectives
- Siting Criteria
- Data and Projections
- Implementation Plan

Guiding Principals of the Plan

Access and convenience More Diversion and Recovery, Less Disposal

Education and Outreach

Carry over from 1999 Plan

- The County's desire to support waste reduction, reuse, and recycling above disposal
- Landfills remain classified as "unauthorized disposal areas".

Data and Measurement

Funding

Coordination and Collaboration

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS • JIMMIE WILSON, JR.

REGULAR MEETING AGENDA TUESDAY, APRIL 3, 2018 7:00 P.M. REVISED APRIL 2, 2018

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PUBLIC COMMENTS
- 4. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 20, 2018 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR APRIL 3, 2018 IN THE AMOUNT OF \$507,802.62
- 5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. RESOLUTION 2018-06, APPROVAL OF THE WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN 2017 AMENDMENT (TABLED AT THE MARCH 6, 2018 REGULAR MEETING)

NEW BUSINESS

- 1. BUDGET AMENDMENT #7
- 2. REQUEST APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR PROPOSAL FOR PLAYSCAPE LAYOUT AND BID PACKAGE PREPARATION AND LANDSCAPE ARCHITECTURE SERVICES FOR FORD LAKE PARK, NORTH BAY PARK AND LOONFEATHER POINT PARK IN A NOT TO EXCEED AMOUNT OF \$16,740.00 BUDGETED IN LINE ITEM #212-212-000-931-775
- 3. REQUEST APPROVAL OF PROPOSAL FROM CARLISLE WORTMAN ASSOCIATES, INC. FOR UPDATE OF PARKS AND RECREATION MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$19,795.00 BUDGETED IN LINE ITEM #212-212-000-801-000
- 4. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR AUTHORIZATION TO ENTER INTO NEGOTIATIONS TO SELL YPSILANTI TOWNSHIP OWNED PROPERTY LOCATED AT 138 S. HARRIS RD PARCEL ID K#11-10-180-007

- 5. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF SERVICE CONTRACT WITH US ECOLOGY FOR INDUSTRIAL CLEANING AND CONFINED SPACE SERVICES AT THE HYDRO STATION IN AMOUNTS DETAILED IN THE QUOTES BUDGETED IN LINE ITEM #252-252-000-818-013
- REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 167 N. FORD BLVD IN THE AMOUNT OF \$10,000.00 BUDGETED BUDGETED IN LINE ITEM #101-950-000-801-023
- 7. RESOLUTION 2018-08, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JULY 20, 2018
- 8. RESOLUTION 2018-09, TEMPORARY ROAD CLOSURE REQUEST FOR RUNNING FIT "RUN SCREAM RUN" 5K, 10K, AND KID'S MILE RUN ON OCTOBER 13, 2018
- 9. REQUEST AUTHORIZATION TO APPLY AND ACCEPT THE COMMUNITY TOURISM ACTION PLAN (CTAP) GRANT FROM THE WASHTENAW COUNTY VISITORS AND CONVENTION BUREAU IN THE AMOUNT OF \$10,000.00 WITH A CONTRIBUTING MATCH FROM YPSILANTI TOWNSHIP IN THE AMOUNT OF \$2,000.00 FOR WAYFINDING SIGNAGE BUDGETED IN LINE ITEM #212-970-000-975-170

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: Attorney Winters and Trustee Jarrell Roe

Legal Counsel: Wm. Douglas Winters

- 1. AGENDA REVIEW......SUPERVISOR STUMBO
 - A. MINUTES OF THE MARCH 6, 2018 WORK SESSION AND REGULAR MEETING
 - **B. STATEMENTS AND CHECKS**
 - 1. STATEMENTS AND CHECKS FOR MARCH 20, 2018 IN THE AMOUNT OF \$655,281.47
 - 2. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2018 IN THE AMOUNT OF \$27,766.79 AND THE FEBRUARY 2018 IN THE AMOUNT OF \$44,589.47
 - 3. CLARITY HEALTH CARE ADMIN FEE FOR JANUARY 2018 IN THE AMOUNT OF \$1,325.49 AND FEBRUARY 2018 IN THE AMOUNT OF \$1,074.50
 - C. FEBRUARY 2017 TREASURER'S REPORT

NEW BUSINESS

1. BUDGET AMENDMENT #6.

Supervisor Stumbo reviewed the items that were in Budget Amendment #6.

Carl Rowsey, Compost Coordinator, explained the Track Stacker that he would like to purchase for the Compost Site. He said this unit would enable him to move material further away from the screener, reduce the amount time to produce product and increase the revenue for the compost site.

2. REQUEST FOR ADMINISTRATIVE APPROVAL TO EXTEND THE ONE-YEAR EXTENSION OF THE PD STAGE I PRELIMINARY SITE PLAN AND REZONING GRANTED ON MARCH 21, 2017 UNTIL DECEMBER 18, 2018 FOR THE YANKEE AIR FORCE, INC. (YAM) AND MICHIGAN AEROSPACE FOUNDATION (MAF) MUSEUM AND CONFERENCE CENTER PROJECT AT 1 LIBERATOR WAY.

Dennis Norton, Yankee Air Force Museum, stated they would need to extend the PD Stage 1 Preliminary Site Plan for one year to complete the project. Mr. Norton explained to the Board all the progress they had made thus far.

3. REQUEST APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GROVE ROAD PATHWAY EXTENSION IN THE AMOUNT OF \$17,705.00 BUDGETED IN LINE ITEM #212-970-000-997-007

Supervisor Stumbo stated this was a Connected Communities Grant and the township must do the engineering portion of the project. Supervisor Stumbo said she would like to try to get the existing sidewalk/bike path repaired from Bridge Road headed east past to the new proposed path.

Clerk Lovejoy Roe suggested including the old sidewalk/bike path in the bid and they could separate the bid with the new and the old sidewalk/bike path projects.

4. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL OF SALE AND TRANSFER AGREEMENT FOR RENEWABLE ENERGY CREDITS (RECS).

Mike Saranen, Hydro Operator explained this was an annual transfer from the Hydro's account to the Townships' Sub account for reducing the carbon footprint for the use of electricity by the township.

5. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM MAVERICK EQUIPMENT FOR PURCHASE OF THE MCCLOSKY ST80T TRACK STACKER IN THE AMOUNT OF \$93,708.00 BUDGETED IN LINE ITEM #590-590-000-977-000.

Supervisor Stumbo stated Carl Rowsey explained this earlier in the meeting.

6. REQUEST AUTHORIZATION OF AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON JEROME AVENUE AT AN ESTIMATED COST OF \$29,635.00 BUDGETED IN LINE ITEM #101-446-000-818-022.

Supervisor Stumbo stated that the Road Commission would be using cement instead of asphalt since asphalt had not held up well on some of the calming devices that had been installed on other streets

7. REQUEST APPROVAL OF 2018 YPSILANTI TOWNSHIP AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR NANCY PARK DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$5,175.00 BUDGETED IN LINE ITEM #101-446-000-818-002.

Supervisor Stumbo stated the Road Commission discovered that a section of drain had collapsed and they would be turning it over to the drain commission once it

was repaired. She said the Township was helping by paying for part of the preliminary engineering.

8. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2018 IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000.

Supervisor Stumbo stated this was a shared cost between multiple municipalities and the County to continue to work on Reimagine Washtenaw. She said this was a yearly cost of \$5,000.00 and was budgeted.

9. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF FIVE (5) CODE 95 DIRECT BURIED BLACK FIBERGLASS POSTS AND 72 WATT LED BLACK COLONIALS AND CONVERT TWO (2) EXISTING 1000 WATT HIGH PRESSURE SODIUM COLONIALS TO 72 WATT LED (UUL) COLONIALS TO BE LOCATED IN NANCY PARK IN THE AMOUNT OF \$11,640.61 BUDGETED IN LINE ITEM #101-956-000-926-050.

Supervisor Stumbo stated this was in Nancy Park and Clerk Lovejoy Roe confirmed it was on Township property.

10. REQUEST FINAL APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD. IN THE AMOUNT OF \$175,000.00.

Supervisor Stumbo stated this was the last cell tower located on Township property to move from yearly easement leases to a one time payment for easements.

11. REQUEST AUTHORIZATION FOR AN EDUCATIONAL MAILING TO RESIDENTS IN REGARD TO THE FIRE MILLAGE ELECTION BEING HELD MAY 8, 2018 IN NOT TO EXCEED AMOUNT OF \$15,000.00 BUDGETED IN LINE ITEM #101-267-000-900-000 (MAILING) AND 101-267-000-730-000 (POSTAGE) AND AUTHORIZATION FOR THE THREE FULL TIME OFFICIALS TO AWARD THE QUOTE.

Supervisor Stumbo stated they received the quotes and were going with the lowest. Trustee Ross-Williams questioned why some of the quotes included postage and others did not include the postage. She also wondered why there were different costs for postage. Clerk Lovejoy Roe stated that some companies sort the mailings and that brings their postage costs down. Trustee Ross-Williams suggested in the future that quotes all include postage.

AUTHORIZATION AND BIDS

1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS TO AWARD THE QUOTE FOR PROFESSIONAL SERVICES TO JAMES LEFFEL AND COMPANY FOR LABOR TO REMOVE AND REPLACE THE TURBINE BEARING AND SHAFT ON RUNNER #2 AT THE HYDRO STATION IN THE AMOUNT OF \$146,000.00 BUDGETED IN LINE ITEM #252-252-000-977-000.

Mike Saranen, Hydro Operator stated that at the last meeting the Board approved the parts component of the project and those parts should arrive mid to late June. He said the request tonight is the labor portion of the project. He said he chose James Leffel and Company who were the original turbine manufacturer because the bid was for the complete job with no hidden extras and he said he felt the low bid might not include extras and would go even higher than James Leffell and Company bid.

Work session adjourned at 5:57 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

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 Lovejoy Roe, Treasurer Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, and Jimmie Wilson, Jr.

Members Absent: Attorney Winters

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Steve Hudak, Township Resident explained why he would like to have a snow removal ordinance.

Arloa Kaiser, Township Resident explained why she does not want to have a snow removal ordinance. She said she would like the Washtenaw County Road commission to be accountable to the residents. Ms. Kaiser stated she was against the regional transportation system for the counties and would encourage the Board to vote against it.

CONSENT AGENDA

- A. MINUTES OF THE WORK SESSION AND REGULAR MEETING
- **B. STATEMENTS AND CHECKS**
 - 1. STATEMENTS AND CHECKS FOR MARCH 20, 2018 IN THE AMOUNT OF \$655,281.47
 - 2. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2018 IN THE AMOUNT OF \$27,766.79 AND FOR FEBRUARY 2018 IN THE AMOUNT OF \$44,589.94
 - 3. CLARITY HEALTH CARE ADMIN FEE FOR JANUARY 2018 IN THE AMOUNT OF \$1,325.49 AND FEBRUARY, 2018 IN THE AMOUNT OF \$1,074.50
- C. FEBRUARY 2018 TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT – Attorney Winters was not at meeting

NEW BUSINESS

1. BUDGET AMENDMENT #6

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

The motion carried unanimously.

2. REQUEST FOR ADMINISTRATIVE APPROVAL TO EXTEND THE ONE-YEAR EXTENSION OF THE PD STAGE I PRELIMINARY SITE PLAN AND REZONING GRANTED ON MARCH 21, 2017 UNTIL DECEMBER 18, 2018 FOR THE YANKEE AIR FORCE, INC. (YAM) AND MICHIGAN AEROSPACE FOUNDATION (MAF) MUSEUM AND CONFERENCE CENTER PROJECT AT 1 LIBERATOR WAY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request for Administrative Approval to Extend the One-Year Extension of the PD Stage I Preliminary Site Plan and Rezoning Granted on March 21, 2017 until December 18, 2018 for the Yankee Air Force, Inc. (YAM) and Michigan Aerospace Foundation (MAF) Museum and Conference Center Project at 1 Liberator Way

The motion carried unanimously.

3. REQUEST APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GROVE ROAD PATHWAY EXTENSION IN THE AMOUNT OF \$17,705.00 BUDGETED IN LINE ITEM #212-970-000-997-007 (see attached).

A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve the Request for Approval of Professional Services Agreement with OHM for Professional Engineering Design Services for the Grove Road Pathway Extension and an Additional Task to Accept Bids for the Bike Path from Bridge Rd. to the Proposed New Construction Going West in the Amount of \$17,705.00 Budgeted in Line Item #212-970-000-997-007 (see attached).

Jessica Howard, Engineer stated they would add the old section from Bridge to Rawsonville School to the bid documents and it would be billed on an hourly rate.

The motion carried unanimously.

4. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL OF SALE AND TRANSFER AGREEMENT FOR RENEWABLE ENERGY CREDITS (RECS) (see attached).

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request of Mike Saranen, Hydro Operations for Approval of Sale and Transfer Agreement for Renewable Eneergy Credits (RECS) (see attached)

The motion carried unanimously.

5. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM MAVERICK EQUIPMENT FOR PURCHASE OF THE MCCLOSKY ST80T TRACK STACKER IN THE AMOUNT OF \$93,708.00 BUDGETED IN LINE ITEM #590-590-000-977-000.

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Request to Waive the Financial Policy and Accept the Low Quote from Maverick Equipment for Purchase of the McClosky ST80T Track Stacker in the Amount of \$93,708.00 Budgeted in Line Item #590-590-000-977-000

The motion carried unanimously.

6. REQUEST AUTHORIZATION OF AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON JEROME AVENUE AT AN ESTIMATED COST OF \$29,635.00 BUDGETED IN LINE ITEM #101-446-000-818-022 (see attached).

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request for Authorization of Agreement with Washtenaw County Road Commission to Install Traffic Calming Devices on Jerome Avenue at an Estimated Cost of \$29,635.00 Budgeted in Line Item #101-445-000-818-022

The motion carried unanimously.

7. REQUEST APPROVAL OF 2018 YPSILANTI TOWNSHIP AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR NANCY PARK DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$5,175.00 BUDGETED IN LINE ITEM #101-446-000-818-002 (see attached).

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request for Approval of 2018 Ypsilanti Township Agreement with the Washtenaw County Road Commission for Nancy Park Drainage Improvements in the Amount of \$5,175.00 Budgeted in Line Item #101-446-000-818-002 (see attached)

The motion carried unanimously.

8. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2018 IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Request for Approval of Agreement with Washtenaw County for Services in Relation to Reimagine Washtenaw for 2018 in the Amount of \$5,000.00 Budgeted in Line Item #101-956-000-801-000 (see attached)

The motion carried unanimously.

9. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF FIVE (5) CODE 95 DIRECT BURIED BLACK FIBERGLASS POSTS AND 72 WATT LED BLACK COLONIALS AND CONVERT TWO (2) EXISTING 1000 WATT HIGH PRESSURE SODIUM COLONIALS TO 72 WATT LED (UUL) COLONIALS TO BE LOCATED IN NANCY PARK IN THE AMOUNT OF \$11,640.61 BUDGETED IN LINE ITEM #101-956-000-926-050 (see attached).

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request for Authorization of Purchase Agreement with DTE for the Installation of Five (5) Code 95 Direct Buried Black Fiberglass Posts and 72 Watt LED Black Colonials and Convert Two (2) Existing 1000 Watt High Pressure Sodium Colonials to 72 Watt LED (UUL) Colonials to be Located in Nancy Park in the Amount of \$11,640.61 Budgeted in Line Item #101-956-000-926-050 (see attached)

The motion carried unanimously.

10. REQUEST FINAL APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD. IN THE AMOUNT OF \$175,000.00

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve the Request for Final Approval of Communications Site Lease Agreement for Cell Tower Located at 2801 Holmes Rd. in the Amount of \$175,000.00 (see attached)

The motion carried unanimously.

11. REQUEST AUTHORIZATION FOR AN EDUCATIONAL MAILING TO RESIDENTS IN REGARD TO THE FIRE MILLAGE SPECIAL ELECTION BEING HELD MAY 8, 2018 IN A NOT TO EXCEED AMOUNT OF \$15,000.00 BUDGETED IN LINE ITEM #101-267-000-900-000 (MAILING) AND 101-267-000-730-000 (POSTAGE) AND AUTHORIZATION FOR THE THREE FULL TIME OFFICIALS TO AWARD THE QUOTE (see attached).

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request for Authorization for an Educational Mailing to Residents in Regard to the Fire Millage Special Election being Held May 8, 2018 in a Not to Exceed Amount of \$15,000.00 budgeted in Line Item #101-267-000-900-000 (Mailing) and 101-267-000-730-000 (Postage) and Award the Low Quote to Messenger Mailing

AUTHORIZATION AND BIDS

1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS TO AWARD THE QUOTE FOR PROFESSIONAL SERVICES TO JAMES LEFFEL AND COMPANY FOR LABOR TO REMOVE AND REPLACE THE TURBINE BEARING AND SHAFT ON RUNNER #2 AT THE HYDRO STATION IN THE AMOUNT OF \$146,000.00 BUDGETED IN LINE ITEM #252-252-000-977-000 (see attached).

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Request of Mike Saranen, Hydro Operations to Award the Quote for Professional Services to James Leffel and Company for Labor to Remove and Replace the Turbine Bearing and Shaft on Runner #2 at the Hydro Station in the Amount of \$146,000.00 Budgeted in Line Item #252-252-000-977-000

The motion carried unanimously.

OTHER BUSINESS

Clerk Lovejoy Roe stated the State was introducing a new platform for the Qualified Voter File and it delayed getting the absentee applications mailed because they needed final approval on the new system. She said it was approved today and the applications would be mailed tomorrow. She said she encouraged everyone to mail their applications back as soon as possible so they could receive their ballot for the May 8, 2018 election.

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

The meeting was adjourned at 7:25 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI 2018 BUDGET AMENDMENT #6

March 20, 2018

101 - GENERAL OPERATIONS FUND

Request to budget for the purchase of 5 streetlights along the walk path at Nancy Park. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$11,641.00
		Net Revenues	\$11,641.00
Expenditures:	Street Light Construction	101-956-000-926.050	\$11,641.00
		Net Expenditures	\$11,641.00

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Request to increase budget for OHM to provide Engineering Design Service for the Grove Road Pathway, part of the Connecting Communities Initiative. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$17,705.00
		Net Revenues	\$17,705.00
Expenditures:	Capital Outlay -Pathway	212-970-000-997.007	\$17,705.00
		Net Expenditures	\$17,705.00

590 - COMPOST FUND

Total Increase \$93,708.00

Total Increase \$17,705.00

Total Increase \$11,641.00

Request to increase the budget to purchase a McCloskey ST80T Track Stacker for use at the Compost Site. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$93,708.00
		Net Revenues	\$93,708.00
Expenditures:	Equipment	590-590-000-977.000	\$93,708.00
		Net Expenditures	\$93,708.00

Motion to Amend the 2018 Budget (#6):

Move to increase the General Fund budget by \$11,641 to \$9,031,510 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$17,705 to \$1,767,163 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$93,708 to \$558,514 and approve the department line item changes as outlined.



March 8, 2018

Ms. Brenda Stumbo Township Supervisor Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

RE: Proposal for Grove Road Pathway Extension Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the Grove Road Pathway extension. This pathway is part of the Washtenaw County Parks and Recreation Commission's (WCPRC) "Connecting Communities" pathway/sidewalk initiative. The design and construction of this pathway is being performed in partnership with the Charter Township of Ypsilanti (Township).

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

The project consists of constructing two interconnecting paths near Rawsonville Elementary School in Ypsilanti Township. The path will be constructed beginning at the end of the existing path on the south side of Grove Road and extending from the west entrance of the school east to the property line of 3226 S. Grove Road. This path will be a 10-foot wide asphalt path with ADA ramps on each side of the west drive approach of the school and also each side of Snow Road. Additionally, a concrete sidewalk will be constructed at the beginning of the existing path extending south to connect to the existing sidewalk at Rawsonville Elementary School. This will be a 6-foot wide concrete sidewalk with an ADA ramp at the west drive approach of the school. The path will comply with the most recent guidelines for pathway construction including the American Association of State Highway Transportation Official's (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local ordinances.

OHM Advisors has previously assisted with the conceptual phase design as well as with various application assistance. We offer the scopes of services for the completion of the final design of this project. This proposal outlines information for project scope, deliverables, schedule and fee estimation, as well as any assumptions that were made.

SCOPE

Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. The focus will be to identify critical areas where obtaining temporary or permanent easements could save construction cost as well as areas that may require additional design efforts. Tasks to be accomplished include:

- **Control:** Establish horizontal and vertical control
- **Right-of-Way:** Obtain property boundary and ROW information and tie to project control
- **Topographic Survey:** Obtain all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

Task 2 - Engineering Drawing Design

The data gathered in Task 1 along with the conceptual sketches provided during the application process will allow us to create a set of design drawings and aerial maps. These drawings and maps will be further developed to show the path location. Any notes and details necessary for specific design elements will be included along with crosssections of the paths. These documents will serve as the "plans" for the project and allow contractors to understand the overall scope of work. In addition, these documents will also be reviewed with the Township personnel assigned to this project to obtain feedback. A review meeting will be held and any plan modifications discussed at the meeting will be incorporated into the drawings for the final bid package.

Task 3 – Specifications and Final Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as tree root removal, special instructions to bidders, supplemental specifications, and a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an "apples to apples" basis. After completion of the design, the Township will be provided with two hard copies of the package for review along with an updated final engineer's opinion of probable cost. Final adjustments to the package will then be made based on Township comments prior to advertising and bidding.

Task 4 – Bidding

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will conduct the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders if requested by the Township and if the schedule allows. OHM will address any questions and/or any RFI's received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter recommending which contractor would best be suited to construct the project will then be provided to the Township for their use.

DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans
Task 3	Final Bidding Package (Reviewed by Township Attorney)
Task 4	Recommendation of Award Letter





KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services if needed. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, Utility Coordination,
		& Public Liaison
Jessica Howard	Lead Design Engineer	Concepts, Design Development,
		ADA Issues & QA/QC
Aaron Berkholz, PE	Construction	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography,
		& Right-of-Way)

ASSUMPTIONS/CLARIFICATIONS

- All assistance previously provided to the Township for conceptual estimates and application assistance were/will be invoiced on an hourly basis separate from this scope of work.
- The design will be limited to the pathway and hard surface around the proposed conceptual route only. This design will not incorporate any improvements to Grove Road or other work on school property outside these limits.
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization.
- No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 12-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-toexceed basis, in accordance with our 2015 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$3,750.00
Task 2	\$6,650.00
Task 3	\$4,805.00
<u>Task 4</u>	\$2,500.00
Total	\$17,705.00

The total fee is estimated to be \$17,705.00. Additional services can be provided on a time and material basis, as requested.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Ms. Brenda Stumbo – Grove Road Pathway Extension March 8, 2018 Page 4 of 4



Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

Sincerely, OHM Advisors

Matthew D. Parks, P.E.

<u>OHM ADVISORS</u> CONSULTANT <u>Charter Township of Ypsilanti</u> CLIENT

re & Oti se

Ms. Brenda Stumbo

Township Supervisor

Matthew D. Parks, P.E. (Name) (Title) Principal in Charge

(Date)

(Signature)

(Signature)

(Name)

(Title)

(Date)

March 21, 2018

Ms. Karen Lovejoy Roe

Township Clerk

Varch 21, 2018

RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

Buyer:	Charter Township of Ypsilanti	Address:				
		7200 South Huron River Dr.				
		Ypsilanti, MI 48197				
Buyer Contact :	Contact Name:	Contact Telephone Number: 734-481-0617				
	Brenda Stumbo, Supervisor	Contact Fax Number: 734-484-0002				
		Contact E-mail:				
Seller:	Charter Township of Ypsilanti	Address:				
	Ford Lake Hydroelectric Station	7200 S. Huron River Dr.				
		Ypsilanti, MI 48197				
Seller Contact:	Contact Name:	Contact Telephone Number: 734-544-3690				
	Michael Saranen, Operator	Contact Fax Number: 734-544-3626				
	Brenda Stumbo, Supervisor	Contact E-mail:				
Transaction Date:		· · · ·				
Product:	Michigan RECs/IRECs					
Vintage:	March 2016 to December 2016					
Quantity:	1,524					
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchas	se from Seller, the RECs for the purchase price set forth below.				
	\$0.00 per REC for each delivered REC					
Transfer of RECs:						
Transfer Of RECS.	Seller shall transfer to Buyer via MiREC 1,524 RECs/IRECs on or before April 30, 2018.					
Payment:	Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.					
	Seller's Payment Instructions:					
	Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197					
General Terms and Conditions:	specifications set forth in this Agreement; (ii) Sel interest in and to the RECs are free and clear of and (iv) Seller has not made any claims that th EXPRESSLY NEGATES ANY OTHER REPRESENTA	er represents and warrants to Buyer that (i) each REC meets the ler has good and marketable title to the RECs; (iii) all right, title and any liens, taxes, claims, security interests, or other encumbrances; he energy associated with the RECs is renewable energy. SELLER TION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, SENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY,				

<u>Event of Default</u>. For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).

<u>Remedies upon Default</u>. If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

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

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

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

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

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

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

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

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

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

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

<u>Complete Agreement</u> . This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.
<u>Governing Law</u> . This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.
Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Houston, Texas. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.
<u>Counterparts</u> . This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.
Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

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

Buyer:	/			Seller:				1		
Signature:	Title:			Signat	ure:	1.1.1.1.	Title:) / .	-	
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Brenda L.Stun	ubo	/Ka	ren Love	joy Roe	- Brend	al.	Stumbu	/Kar	in Love	ioy loe
Supervisor			Clerk			uper	VISOR		a	INK .
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	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Nov-16	MIRECS-RI	155	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Nov-16	MIRECS-IR	14	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Oct-16	MIRECS-RI	164	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Oct-16	MIRECS-IR	14	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Sep-16	MIRECS-RI	64	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Sep-16	MIRECS-IR	6	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Aug-16	MIRECS-RI	85	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Aug-16	MIRECS-IR	8	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Jul-16	MIRECS-R	36	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jul-16	MIRECS-IR	2	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Jun-16	MIRECS-R	38	
1	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jun-16	MIRECS-IR	3	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	May-16	MIRECS-RI	221	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	May-16	MIRECS-IR	20	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Apr-16	MIRECS-RI	248	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Apr-16	MIRECS-IR	23	
	147	GEN119	Ford Lake	1/1/1993	Hydroeled	RECS	Mar-16	MIRECS-RI	254	
	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Mar-16	MIRECS-IR	28	
									1524	

AGREEMENT BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND THE WASHTENAW COUNTY ROAD COMMISSION

THIS AGREEMENT, made and entered into this 2 (day of March, 2018 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install four (4) speed humps on Jerome Avenue between Holmes Road and Forest Avenue (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$29,635.00.

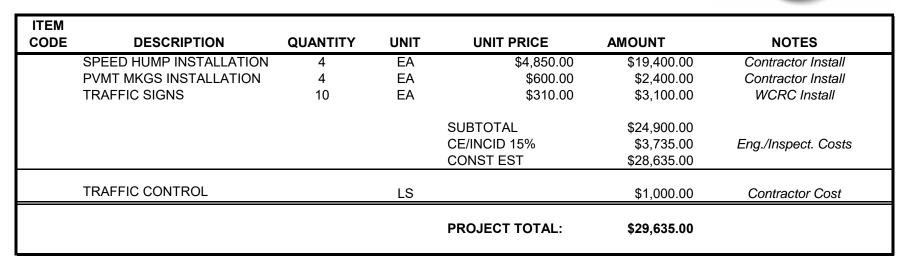
IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Estimated Cost		
Installation of four speed humps on Jerome A	venue	\$29,635.00.
FOR YPSILANTI TOWNSHIP: Dense d. Stumber Brenda L. Stumbo, Supervisor A Japan Karen Lovejo, Roe, Clerk March 21, 2018 FOR WASHTENAW COUNTY ROAD COMM		Witness Witness
Douglas E. Fuller, Chair		Witness
Roy D. Townsend, Managing Director		Witness

PRELIMINARY ENGINEER'S ESTIMATE

Project:Speed Hump InstallationLocation:Jerome Ave, Ypsilanyi TwpDate:08/20/2017







2018 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 21^{3} day of March, 2018, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. Nancy Park Subdivision Drainage Improvements (481-11-1247: Work to include Preliminary Engineering Services by OHM Advisors, in accordance with its proposal, Tasks 1 through 4, dated February 13, 2018 and attached hereto. Estimated cost: \$ 10,350.00

AGREEMENT SUMMARY

2018 LOCAL ROAD PROGRAM Nancy Park Subdivision Drainage Improvements	ċ	10,350.00
Less 2018 Drainage Matching Funds:		5,175.00
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP		
UNDER THIS AGREEMENT DURING 2018:	\$	5,175.00

2018 Ypsilanti Township Agreement Page Two

FOR YPSILANTI TOWNSHIP:

Brende L. Stumbo, Supervisor

Roe, Clerk March 21, 2018

Hual Stanbuld Witness Hal Stanbuld Witness March 21, 2018

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

Revenue #

CONTRACT Charter Township of Ypsilanti

AGREEMENT is made this 21⁴⁴ day of <u>March</u>, 2018, by the CHARTER TOWNSHIP OF YPSILANTI located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY will allocate and fully support a dedicated, half-time professional project manager to lead the Relmagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days, upon receipt of an invoice, five thousand dollars.

ARTICLE III - TERM

This contract begins on January 1, 2018 and ends on December 31, 2018.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Revenue #

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Charter Township of Ypsilanti and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By:

Lawrence Kestenbaum (DATE) County Clerk/Register

By: Gregory Dill (DATE) **County Administrator**

APPROVED AS TO CONTENT:

By:

Department/Division Head (DATE)

APPROVED AS TO FORM BY

BY:

Curtis N. Hedger (DATE) Office of Corporation Counsel

REVISED: 6/1/00

Charter Township of Ypsilanti

(DATE) March 21, 2018 Brenda Stumbo

Charter Township of Ypsilanti Supervisor

Roe Karen Loveio

(DATE) March 21, 2018 Charter Township of Ypsilanti Clerk

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of March 14, 2018 between The Detroit Edison Company ("<u>Company</u>") and the Charter Township of Ypsilanti ("<u>Customer</u>").

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

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

1. DTE Work Order	50161391	and the second	
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A		
2. Location where Equipment will be installed:	Nancy Park-Marcus Ave/Shirley Dr, as more fully described on the map attached hereto as <u>Attachment 1</u> .		
Total number of lights to be installed:	7		
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (5) Code 95 direct buried black fiberglass posts and (5) 72w LED black Colonials. Convert (2) existing 100w HPS Colonials to 72w LED (UUL) Colonials.		
5. Estimated Total Annual Lamp Charges	\$1,524.00		
6. Computation of Contribution in aid of Construction (" <u>CIAC</u> <u>Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$16,212.61	
	Credit for 3 years of lamp charges:	\$4,572.00	
	CIAC Amount (cost minus revenue)	\$11,640.61	
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement		
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.		
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknow lighting design does not meet IESNA recomme Mana & Stumer & Stranger Branda L. Stumbo Karan too	nded practices	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	.	

11. Special Order Material Terms:

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

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

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

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

C. The inventory will be stored at _____

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

 Name:
 Title:

 Phone Number:
 Email:

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

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

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

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

Purchase Agreement – Page 2

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

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

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

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

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

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

Company:

Customer:

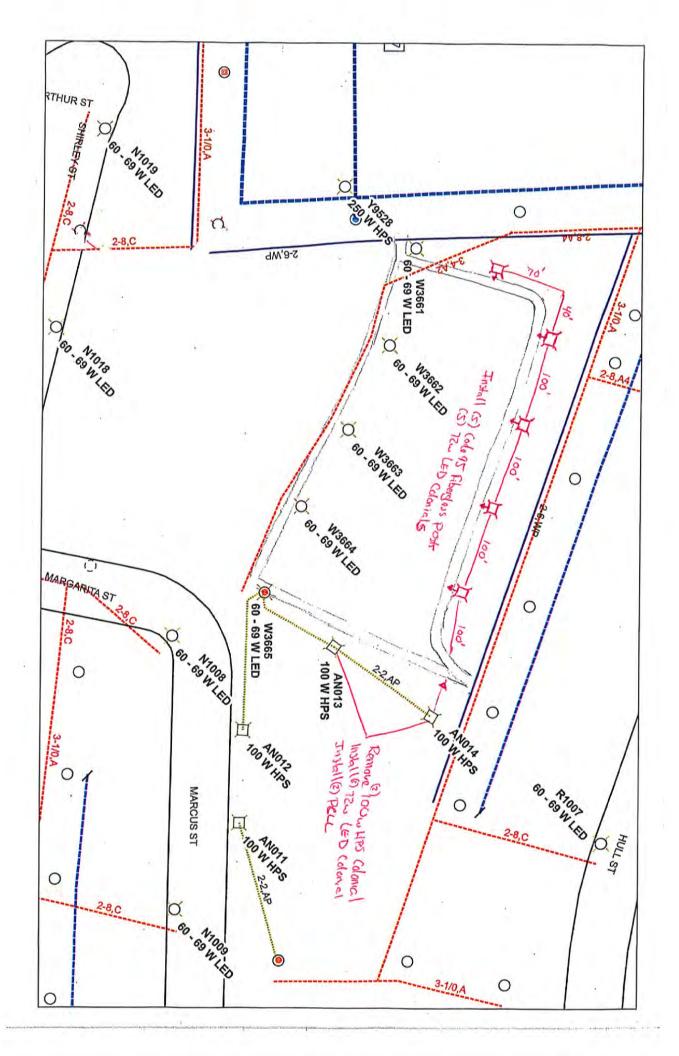
The Detroit Edison Company	Charter Township of Ypsilanti
Ву:	By: Dunce Stund the Jun Pap SIGN HERE
Name:	Name: Brenda L. Stumbo Karen Lovepy Roc
Title:	Title: Supervisor / Clerk
	March 21, 2018

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Purchase Agreement – Page 4



TwPA0223839 | PAGE 1



Submitted by: Joe Tarantino, Ph: (678) 987-2686, Email: joe.tarantino@towerpoint.com

March 14, 2018

Charter Township Of Ypsilanti Michigan 7200 S Huron River Dr Ypsilanti, MI 48197

Re: Letter Agreement to Purchase Interest in Wireless Site

Dear Doug Winters:

TowerPoint Capital, LLC ("TowerPoint") is pleased to present you this Letter Agreement to acquire your wireless lease(s). If there are available future revenue opportunities, they will be specifically listed in the basic terms section. The basic terms are outlined below:

Purchase Price: \$175,000.00 paid in a lump sum at closing.

Landlord's share of additional revenue generated under TowerPoint Site Management Agreement: 50%

Landlord's share of New Tenant Rent: 50% (New Tenant Rent will be generated from tenants collocating equipment on the equivalent of up to 250 sq. ft. adjacent to the existing tower installation.)

TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees. Purchase price shall be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of the two (2) months following closing. Landlord shall retain rent checks for pro-rated periods and during the redirection period.

In consideration of \$100 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to grant TowerPoint and its successors and assigns, including its asset holding company TowerPoint Acquisitions, LLC, an exclusive right to purchase your interest in the Lease ("Lease" as further described in Exhibit A) through an assignment of the Lease and the grant of a perpetual term telecommunications easement across the existing Lease premises and such other areas as described herein within 90 calendar days of the date you countersign this letter ("Exclusivity Period"). To facilitate a timely close, you agree to deliver to TowerPoint the required due diligence items listed in Exhibit B. If delivery of these items is delayed, the Exclusivity Period will be extended for the length of the delay while you collect the items and deliver them to TowerPoint. You agree to work in good faith with TowerPoint to close this transaction.

To the extent the terms of this Letter Agreement represent an offer by TowerPoint, the terms herein expire after March 31, 2018 if this Letter Agreement is not mutually executed. TowerPoint reserves the right to change the terms of this Letter Agreement following expiration.

Sincerely, TowerPoint Capital, LLC

Jesse M. Wellner, Chief Executive Officer March 14, 2018 Accepted and Agreed: Charter Township Of Ypsilanti Michigan

Landlord's Signature

March 21, 2018 Date

Name: Brenda L. Stumbo

Title: Ypsilanti Township Supervisor

March 21, 2018 Date Landlord's Signature

Name: Karen Lovejoy Roe Title: Ypsilanti Township Clerk



Exhibit A

Site Location and Lease Terms

Site Location: 2801 Holmes, Ypsilanti, MI 48197

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
CCI	\$18,900.00	Annually	5%	Term	August 9, 2020

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.





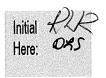
Exhibit B

Required Due Diligence Items

- 1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
- 2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
- 3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
- 4. Landlord's comments or Landlord's counsel's comments, if any, to the Telecommunication Easement and Lease Assignment Agreement ("TELA") to be provided under separate cover (to be finalized in a mutually agreeable TELA) or return the TELA with each page initialed showing approval of the form TELA
- 5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument)
- 6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	1	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Incorporation	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this Letter Agreement, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this Letter Agreement.



Supervisor BRENDA L. STUMBO Clerk, KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER ROE MONICA ROSS-WILLIAMS JIMMIE WILSON



Charter Township of Ypsilanti

ACCOUNTING DEPT

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-3702 Fax: (734) 484-5154

STATEMENTS AND CHECKS

APRIL 3, 2018 BOARD MEETING

GRAND TOTAL -	\$ 507,802.62
CREDIT CARDS PURCHASES -	\$ 0.00
HAND CHECKS -	\$ 385,883.20
ACCOUNTS PAYABLE CHECKS -	\$ 121,919.42

03/27/2018 02:27 PM User: mharris CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1 CHECK NUMBERS 178041 - 178064

DB: Ypsilanti-Twp Check Date Check Vendor Name 44And Checks

Bank AP AP			
02/16/2010	170041	CRANNES	74,618.74
03/16/2018	178041	STANTEC	118,914.16
03/20/2018	178042	MCLAIN AND WINTERS	810.00
03/20/2018	178043	VOLHA YERMALENKA	
03/20/2018	178044	COMCAST CABLE	6,227.46
03/21/2018	178045	COMCAST CABLE	116.91
03/21/2018	178046	COMCAST CABLE	234.85
03/21/2018	178047	COMCAST CABLE	125.14
03/21/2018	178048	COMCAST CABLE	104.85
03/21/2018	178049	COMCAST CABLE	114.85
03/21/2018	178050	COMCAST CABLE	94.85
03/21/2018	178051	COMCAST CABLE	154.85
03/21/2018	178052	COMCAST CABLE	114.85
03/21/2018	178053	VERIZON WIRELESS	232.64
03/21/2018	178054	WASTE MANAGEMENT	136.23
03/21/2018	178055	WASTE MANAGEMENT	975.00
03/21/2018	178056	WASTE MANAGEMENT	710.18
03/21/2018	178057	WASTE MANAGEMENT	242.17
03/21/2018	178058	WASTE MANAGEMENT	30,484.89
03/21/2018	178059	WASTE MANAGEMENT	34,969.60
03/21/2018	178060	WASTE MANAGEMENT	105,005.24
03/21/2018	178061	WASTE MANAGEMENT	540.38
03/21/2018	178062	WASTE MANAGEMENT	871.18
03/22/2018	178063	DTE ENERGY	7,339.20
03/23/2018	178064	MESSENGER PRINTING	2,744.98
AP TOTALS:			
m iombo.	Sec. St.		205 002 20

Total of 24 Checks: Less 0 Void Checks;

Total of 24 Disbursements:

385,883.20 0.00 385,883.20

Amount

03/27/2018 02:24 PM User: mharris

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/2 CHECK NUMBERS 178065 - 178166

DB: Ypsilanti-Twp

Check Date

Check

Vendor Name

Checks

Amount

Bank AP AP 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018	178065 178066 178067 178068 178069 178070 178071 178072 178073 178074 178075 178076 178077 178078 178078	A & R TOTAL CONSTRUCTION, INC. ACUSHNET COMPANY ALL SEASONS LANDSCAPING CO. ALLGRAPHICS CORPORATION AMAZON CAPITAL SERVICES AMERIGAS - YPSILANTI ANN ARBOR CLEANING SUPPLY ANNETTE GONTARSKI AUTO VALUE YPSILANTI BARR ENGINEERING COMPANY CARLISLE/WORTMAN ASSOCIATES CHARTER TOWNSHIP OF SUPERIOR CHELSEA BRODFUEHRER	$\begin{array}{c} 294.56\\ 3,599.75\\ 74.56\\ 1,039.80\\ 214.77\\ 640.21\\ 522.41\\ 8.28\\ 360.76\\ 1,976.50\\ 3,755.00\\ 32.09\end{array}$
04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018	178066 178067 178068 178069 178070 178071 178072 178073 178074 178075 178076 178077 178077	ACUSHNET COMPANY ALL SEASONS LANDSCAPING CO. ALLGRAPHICS CORPORATION AMAZON CAPITAL SERVICES AMERIGAS - YPSILANTI ANN ARBOR CLEANING SUPPLY ANNETTE GONTARSKI AUTO VALUE YPSILANTI BARR ENGINEERING COMPANY CARLISLE/WORTMAN ASSOCIATES CHARTER TOWNSHIP OF SUPERIOR	3,599.75 74.56 1,039.80 214.77 640.21 522.41 8.28 360.76 1,976.50 3,755.00
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04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018	178072 178073 178074 178075 178076 178077 178077	ANNETTE GONTARSKI AUTO VALUE YPSILANTI BARR ENGINEERING COMPANY CARLISLE/WORTMAN ASSOCIATES CHARTER TOWNSHIP OF SUPERIOR	8.28 360.76 1,976.50 3,755.00
04/03/2018 04/03/2018 04/03/2018 04/03/2018 04/03/2018	178073 178074 178075 178076 178077 178078	AUTO VALUE YPSILANTI BARR ENGINEERING COMPANY CARLISLE/WORTMAN ASSOCIATES CHARTER TOWNSHIP OF SUPERIOR	1,976.50 3,755.00
04/03/2018 04/03/2018 04/03/2018 04/03/2018	178074 178075 178076 178077 178078	BARR ENGINEERING COMPANY CARLISLE/WORTMAN ASSOCIATES CHARTER TOWNSHIP OF SUPERIOR	3,755.00
04/03/2018 04/03/2018	178076 178077 178078	CHARTER TOWNSHIP OF SUPERIOR	
04/03/2018	178077 178078		22 00
	178078	CHELSEA BRODFUEHRER	
04/03/2018			3,128.40 678.55
a / / a a / a a 1 a	1/80/9	CINCINNATI TIME SYSTEMS COLMAN-WOLF SANITARY SUPPLY CO	939.09
04/03/2018 04/03/2018	178080	CONGDON'S	70.93
04/03/2018	178081	COURT INNOVATIONS INC	135.00
04/03/2018	178082	DAWN FARM	2,451.74
04/03/2018	178083	DAYLAN JACKSON	90.00
04/03/2018	178084	DEAN BUSINESS SUPPLY, LLC	220.25
04/03/2018	178085	DUNHAM'S SPORTING GOODS	50.00
04/03/2018	178086	EMERGENCY VEHICLE SERVICES	75.50
04/03/2018	178087	ERIC COPELAND	41.24
04/03/2018	178088	EURAMCO SAFETY INC	112.52 550.72
04/03/2018	178089	FEDERAL EXPRESS CORPORATION	215.75
04/03/2018	178090 178091	FIBER LINK GORDON CRUMP	95.00
04/03/2018 04/03/2018	178092	GORDON FOOD SERVICE INC.	311.12
04/03/2018	178093	GOVERNMENTAL CONSULTANT SERVICES	2,935.50
04/03/2018	178094	GRAINGER	681.80
04/03/2018	178095	GREAT LAKES TREE SERVICE	430.00
04/03/2018	178096	GREGORY CRUMP	90.00
04/03/2018	178097	GRIFFIN PEST SOLUTIONS	124.00
04/03/2018	178098	HEIKKINEN PRODUCTIONS	60.00 523.00
04/03/2018	178099	HIREKO TRADING	1,148.56
04/03/2018	178100	HOME DEPOT INTERNATIONAL CODE COUNCIL	77.95
04/03/2018 04/03/2018	178101 178102	J & R TRACTOR, LLC	62.17
04/03/2018	178103	JAMES JOHNSON IV	30.00
04/03/2018	178104	JTW PIPES LLC	1,065.00
04/03/2018	178105	JUMP-A-RAMA	2,198.70
04/03/2018	178106	JW2 FIRE CONSULTANTS	1,143.00
04/03/2018	178107	LANGUAGE LINE SERVICES	10.68
04/03/2018	178108	LARDNER ELEVATOR COMPANY	210.00 270.00
04/03/2018	178109	LEAH DIEBEL	351.17
04/03/2018	178110	LONGS AUTOMOTIVE INC LYDEN OIL COMPANY	1,672.15
04/03/2018	178111 178112	MADCPO	135.00
04/03/2018 04/03/2018	178113	MAIL FINANCE	1,058.00
04/03/2018	178114	MARK HAMILTON	1,500.00
04/03/2018	178115	MCMASTER-CARR	160.40
04/03/2018	178116	METCOM	400.00
04/03/2018	178117	MICHIGAN ASSESSORS ASSOC	125.00
04/03/2018	178118	MICHIGAN ASSOC. OF PLANNING	75.00 225.00
04/03/2018	178119	MICHIGAN DISTRICT JUDGES ASSOC MICHIGAN LINEN SERVICE, INC.	885.86
04/03/2018 04/03/2018	178120 178121	MICHIGAN BINEN SERVICE, INC. MID AMERICA EDC	75.00
04/03/2018	178122	MIKE MIMS	480.00
04/03/2018	178123	MLIVE MEDIA GROUP	722.45
04/03/2018	178124	MSDSONLINE, INC	1,000.00
04/03/2018	178125	NAPA AUTO PARTS	3,602.29
04/03/2018	178126	NETWORKFLEET, INC	587.45
04/03/2018	178127	OFFICE EXPRESS	1,072.51
04/03/2018	178128	ORCHARD, HILTZ & MCCLIMENT INC	15,385.10 125.00
04/03/2018	178129	PARKWAY SERVICES, INC.	282.96
04/03/2018	178130	PEPSI BEVERAGES COMPANY PRINTING SYSTEMS	769.67
04/03/2018 04/03/2018	178131 178132	PRIORITY ONE EMERGENCY	508.87
04/03/2018	178133	R.E.C.I.	45.00
04/03/2018	178134	RESIDEX, LLC	329.50
04/03/2018	178135	RON BLEVINS	60.00
04/03/2018	178136	SAM'S CLUB DIRECT	349.52
04/03/2018	178137	SHANE FITNESS	226.80
04/03/2018	178138	SIGNS BY TOMORROW	40.00
04/03/2018	178139	SOUTHERN COMPUTER WAREHOUSE	1,959.10 11,522.27
04/03/2018	178140	SPARTAN DISTRIBUTORS SPEARS FIRE & SAFETY SERVICE	1,595.50
04/03/2018 04/03/2018	178141 178142	STADIUM TROPHY	408.86

03/27/2018 02:24 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2 User: mharris CHECK NUMBERS 178065 - 178166 DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
04/03/2018	178143	STANDARD PRINTING	405.00
04/03/2018	178144	TARA ROGIER	100.00
04/03/2018	178145	TARGET INFORMATION	66.72
04/03/2018	178146	TERRACE PARK CONDOS	100.00
04/03/2018	178147	THERESE FOOTE	364.00
04/03/2018	178148	THOMSON REUTERS - WEST PAYMENT CTR	39.31
4/03/2018	178149	TINA HOTCHKISS	525.00
04/03/2018	178150	TODD BARBER	2,475.00
4/03/2018	178151	TRANSUNION RISK & ALTERNATIVE	70.00
4/03/2018	178152	TRAVIS ERBY	126.00
4/03/2018	178153	UNIVERSITY TRANSLATORS	1,340.58
4/03/2018	178154	VALERIE BASS	276.75
4/03/2018	178155	VANTAGE APPAREL	437.19
4/03/2018	178156	VICTORY LANE	40.41
4/03/2018	178157	W.J. O'NEIL COMPANY	5,070.99
4/03/2018	178158	WASHTENAW COUNTY ROAD COMMISSION	85.41
04/03/2018	178159	WASHTENAW COUNTY SHERIFF'S OFFICE	1,671.00
4/03/2018	178160	WASHTENAW COUNTY TREASURER	16,898.00
4/03/2018	178161	WASHTENAW COUNTY TREASURER	573.56
4/03/2018	178162	WASHTENAW URGENT CARE	50.00
4/03/2018	178163	WOLVERINE FREIGHTLINER	179.51
4/03/2018	178164	YPSILANTI MEALS ON WHEELS	10,000.00
04/03/2018	178165	YSHELU JOHNSON	124.88
4/03/2018	178166	ZEP SALES & SERVICE	419.82
AP TOTALS:			
otal of 102 Ch Less 0 Void Che			121,919.42 0.00

Total of 102 Disbursements:

121,919.42

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

Charter Township of Ypsilanti

RESOLUTION NO. 2018-06

A Resolution to Approve the Washtenaw County Solid Waste Management Plan 2017 Amendment

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act, 194 PA 451, as enforced by the Michigan Department of Environmental Quality (MDEQ), requires each Michigan County to have a Solid Waste Management Plan to assure that solid waste generated in the county is collected and recovered, processed or disposed of for a ten-year period at facilities that comply with state laws and rules; and

Whereas, in furtherance of the statutory requirements, the Washtenaw County Board of Commissioners appointed a 14-member Solid Waste Planning Committee in August 2015 to amend Washtenaw County's 1999 Solid Waste Management Plan; and

Whereas, pursuant to Michigan statue, the draft Solid Waste Management Plan amendment was opened to a lengthy and robust public comment period, held from April through October 2017; and

Whereas, the Plan language promotes municipal and residential coordination and collaboration with Washtenaw County to provide integrated solid waste management programs and policies that emphasize waste prevention, reduction, recycling and composting; and

Whereas, on December 6, 2017, the Washtenaw County Solid Waste Management Plan 2017Amemdnemt was formally approved by the Washtenaw County Board of Commissioners and will next be presented to the twenty-eight jurisdictions within Washtenaw County for their consideration and action for approval prior to submittal to the Michigan Department of Environmental Quality for final approval.

Now, Therefore, Be It Resolved, that the Charter Township of Ypsilanti supports the Washtenaw County Solid Waste Management Plan 2017 Amendment; and

Be It Further Resolved, that the Charter Township of Ypsilanti approves the Washtenaw County Solid Waste management Plan 2017 Amendment, and supports the Plan being submitted to the submitted to the Michigan Department of Environmental Quality for final approval.

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI 2018 BUDGET AMENDMENT #7

April 3, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Total Increase \$12,000.00

Request to set up two new budget lines to track the Washtenaw County Convention and Visitor's Bureau -Community Tourism Action Plan (CTAP) Wayfinding Project grant. The total project will be \$12,000 for signs in the community with a grant reimbursement for \$10,000. The Township's \$2,000 portion will be funded by an Appropriation of Prior Year Fund Balance with \$10,000 funded by the grant.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$2,000.00
	WCCVB-CTAP WAYFINDING PROJECT	212-000-000-575.000	\$10,000.00
		Net Revenues	\$12,000.00
Expenditures:	WCCVB-CTAP WAYFINDING GRANT	212-970-000-975.170	\$12,000.00
		Net Expenditures	\$12,000.00

Motion to Amend the 2018 Budget (#7):

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$12,000 to \$1,779,163 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI



OFFICE OF RESIDENTIAL SERVICES

Environmental Services Division

- TO: Karen Lovejoy Roe, Clerk
- FROM: Carl A. Girbach
- DATE: March 26, 2018
- RE: Request to authorize OHM to create proposal and prepare bid package for playscapes and provide engineering and landscape architecture services, to be charged to 212-212-000-931-775

After meeting with the Parks Commission, we received their support to move forward with park structure replacement. Please find attached a proposal from OHM to create playscape layouts and create bid packages for new structures at Ford Lake Park, North Bay Park and Loon Feather Point Park. They would also perform engineering/landscape architecture services and oversee construction as needed.

The estimated cost for these services is not to exceed \$16,740.00, to be charged to line item 212-212-000-931-775.

Once the new equipment is scheduled to be installed, we will remove and dispose of the existing structures.

Please place this item on the April 3, 2018 Township Board agenda.

If you have any questions, please let me know.

CG/tk

Attachment

cc: Brenda Stumbo, Supervisor





March 20, 2018

Ms. Brenda Stumbo Township Supervisor Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

RE: Proposal for Playscape Layout and Bid Package Preparation Professional Engineering and Landscape Architecture Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering and Landscape Architecture Services for Ford Lake Park, North Bay Park, and Loon Feather Point Park. These improvements are being performed at several different parks to replace and/or upgrade the current play structures for overall structure functionality improvements and safety.

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

The project consists of laying out different variations of play structures at three (3) different Township Parks – Ford Lake Park, North Bay Park and Loon Feather Point Park (off Grove Road). The Township also collected quotes from three (3) different vendors and received quotes that ranged significantly. The Township has requested OHM Advisors' assistance to prepare a combined bid package for consistency with bids and optimize efficiency as well as gain an economy of scale with all three areas being bid together. Overall, there will be a total of five (5) new structures, three of which are smaller structures proposed for Ford Lake Park.

OHM Advisors has been asked to review the documentation provided by the Township, meet with Township staff, and outline the details needed for bidding to prepare a package to bid publicly. It is understood that the Township staff will be taking on some of the tasks such as field layout, site preparation and clearing, the majority of field observation as well as contract administration during the construction phase. OHM will provide services as needed during the construction phase.

We offer the scopes of services for the completion of this project. This proposal outlines information for project scope, deliverables, and schedule, as well as any assumptions that were made.

SCOPE

As described below this scope is limited to the following areas:

• Ford Lake Park – Three (3) Playscapes (smaller variety) located near the Beach, Shelter #2, and Shelter #3. Miscellaneous earth balancing may be required.

OHM Advisors 34000 PLYMOUTH ROAD LIVONIA, MICHIGAN 48150

T 734.522.6711 F 734.522.6427

OHM-Advisors.com



- Loon Feather Point Park Replace one (1) existing structure with a larger Playscape structure. Remove swings down the hill (performed by Township). There is potential for minor tree removal.
- North Bay Park Replace one (1) existing structure with a larger Playscape structure in the same location.

Task 1 - Kickoff meeting and review of Township materials

A kickoff meeting will be scheduled once we have reviewed materials. The external meeting will require a site visit follow-up to review details and program elements requested by the Township. Estimated hours are outlined below:

- Internal kick off (held on 3/15/18) 1 hour
- o Site meeting/Kickoff with Township staff 4 hours
- o Review information provided and identify program elements for each site 4 hours

Task 2 – Field data collection and layout

Upon completion of the onsite meeting with Township staff, our staff will measure and identify key elements on a map to include in the specifications. This may include measuring by hand or use of a GPS devise. We anticipate 8 hours of effort for this task.

Task 3 – Preliminary and Final Specifications and Final Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items relevant to this project as well as the special instructions to bidders, supplemental specifications, and a method of payment for the contractor's use. The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an "apples to apples" basis. After completion of the design, the Township will be provided with two (2) hard copies of the package for review along with an updated final engineer's opinion of probable cost. Final adjustments to the package will then be made based on Township comments prior to advertising and bidding. Specific task items and estimated hours are outlined below:

- o PDF/Technical section preparation to identify play structure locations 8 Hours
- Identify play structure elements and prelim surface details 10 hours
- Meet with Township to verify layout and assumptions -2 hours
- o Finalize PDF graphics & organize layout 12 hours
- Finalize specs & details 12 hours

Task 4 – Bidding

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will conduct the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders if requested by the Township and if the schedule allows. OHM will address any questions and/or any Requests for Information (RFI's) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter recommending which contractor would best be suited to construct the project will then be provided to the Township for their use. We have assumed 24 hours for this task. Overall project management of the tasks above are also included in this time.

Task 5 - Construction Oversight Assistance - As-needed

While we anticipate the Township to take the lead on administering the contract and providing project oversight, we also foresee that OHM will be needed on a limited basis to assist with interpreting contract documents, assisting with layout, answering RFI's and/or reviewing shop drawings, and attending progress or preconstruction meetings. We have set this up as an hourly budget to assist when requested by the Township staff assigned to this project and



feel that we can assist within the budget provided. This task would also allow us to assist with the final execution of the contract and verification of proper closeout.

DELIVERABLES

Task	Deliverable
Task 3	Bidding and Design Package
Task 4	Final Bidding Package (Reviewed by Township Attorney)
Task 4	Recommendation of Award Letter

KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services if needed. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Client Contract
Ben Weaver, RLA, ASLA	Landscape Architect	Project Manager and Lead design
Sarah Huddas	Urban Designer	Project design

ASSUMPTIONS/CLARIFICATIONS

- Construction oversight assistance would be hourly and only as requested by Township staff. The proposed budget will be monitored and if additional assistance is needed beyond the budget outlined, OHM will formerly request a budget amendment through the Township Board.
- Design beyond the Playscape layout is not included. Additional design to address drainage issues, parking lot modifications, pedestrian walkways, landscaping, etc. is not included in the scope of services.
- Survey staking and topographic survey is not included
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-toexceed basis, in accordance with our 2015 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$1,180.00
Task 2	\$1,000.00
Task 3	\$5,360.00
Task 4	\$3,200.00
<u>Task 5 (as needed)</u>	<u>\$6,000.00</u>
Total	\$16,740.00 (Hourly – NTE)

The total fee is estimated to be \$16,740.00. Additional services can be provided on a time and material basis, as requested.



ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

Sincerely, OHM Advisors

Matthew D. Parks, P.E.

<u>OHM ADVISORS</u> CONSULTANT		<u>Charter Township of Ypsilanti</u> CLIENT	_
	(Signature)		
Matthew D. Parks, P.E.	(Name)	<u>Ms. Brenda Stumbo</u>	_
Principal in Charge	(Title)	Township Supervisor	_
	(Date)		_
	(Signature)		
	(Name)	<u>Ms. Karen Lovejoy Roe</u>	
	(Title)	Township Clerk	_
	(Date)		_



- TO: Karen Lovejoy Roe, Clerk
- FROM: Brenda L. Stumbo, Supervisor
- DATE: March 27, 2018
- RE: Request to authorize Carlisle Wortman to prepare Recreation Master Plan in an amount not to exceed \$19,795, budgeted in 212-212-000-801-000

Please find attached the proposal from Carlisle Wortman to prepare the Parks and Recreation Master Plan for Ypsilanti Township in an amount not to exceed \$19,795. Funding for the Master Plan was budgeted in line item 212-212-000-801-000.

We are requesting that this item be placed on the April 3, 2018 agenda for the Board's consideration.

tk

Attachment



117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

March 26, 2018

Brenda Stumbo Township Supervisor Ypsilanti Township Tilden R. Stumbo Civic Center 7200 South Huron River Drive Ypsilanti, Michigan 48197

RE: Proposal of Services for Recreation Plan Update

Dear Ms. Stumbo:

Carlisle/Wortman Associates is pleased to submit a proposal of services to update your Recreation Plan. Our previous work with the Township and our recreation planning experience makes us well-qualified to assist you in the development of this plan. In addition, we are wellacquainted with the current Michigan Department of Natural Resources (MDNR) requirements for recreation plan and grant application submittals. We propose for the Ypsilanti Township Park Commission to have an active role by serving as the advisory committee in the planning process.

We are enclosing a work plan, timeline, and fees for your review. While the deadline for submission of Recreation Master Plans is March 1, 2019, the MDNR accepts plans throughout the year. We are proposing to complete the plan well before March 1, 2019, which affords plenty of time to coordinate and submit for next year's round of grant applications.

If the Township prefers to have CWA present at additional meetings, the time will be billed at our standard hourly rates.

We appreciate the opportunity to submit this proposal.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

un R. Cat

CARLISLE/WORTMAN ASSOC., INC. Benjamin R. Carlisle, AICP, LEED AP Principal

CARLISLE/WORTMAN ASSOC., INC. Chris Nordstrom, PLA, ASLA Landscape Architect

The Charter Township of Ypsilanti Parks and Recreation Master Plan Work Plan, Timeline, and Fees

The object of this project is to update the Ypsilanti Township Parks and Recreation Master Plan and prepare a document that will both act as a useful tool for the Township and meet the requirements set forth by the Michigan Department of Natural Resources (MDNR). The primary goal of the Master Plan is to provide a clear direction for the Parks and Recreation over the next five years and to articulate a vision for long-term development of recreation in the community.

Project Highlights

The main tasks of the Master Plan include:

- An updated community profile,
- The formulation of recreation goals and objectives for the community as well as a specific capital improvement schedule including costs, and
- Implementation strategies addressing priority and funding.

The following work plan details the tasks described above. In addition, a timeline with fees further describes when each task would be completed.

Work Plan

1. Community Profile

- Update the demographic, physical, and land use characteristics of the community using US Census and other available information.
- Update the description of the current administrative structure of the Township and the role of recreation in the community. This will include a description of the volunteers and any partnerships with other organizations such as schools or private recreation providers.
- Acquire current GIS data and aerial imagery and prepare updated local and regional inventory maps.

2. Recreation Inventory

- Update the description of the Township's recreation and trail facilities, as well as the recreation facilities of nearby communities, the county, and schools. Input from Township staff and Park Commission will be used.
- Analyze the inventory data along with the community description and formulate conclusions regarding opportunities and needs for the community's recreation system. The analysis will also provide a comparison to national recreation standards.
- Assist Township staff with ADA assessment of recreation facilities.

3. Public Participation and Needs Assessment

The MDNR requires all communities receive input from their constituents as part of the planning process. With this in mind, we suggest the following:

- Work with the Ypsilanti Township Park Commission, who will serve as the advisory committee for the planning process.
- Conduct an Open House to receive input from residents on desired Township recreation improvements and invite community interest groups such as sports organizations, seniors, and other community stakeholders. The open house will serve to define the goals and objectives of the plan and establish priorities for future direction. Township staff will be responsible for advertising the open house; CWA will help facilitate the meeting.
- Create and monitor an online survey to be hosted on Survey Monkey. CWA will set up the survey and analyze the results and provide it to Township staff to help further inform the decision making process.

4. Master Plan

- Develop draft plan using MDNR guidelines.
- Submit draft plan to the Park Commission for review and comments. Revise draft accordingly.
- Submit draft plan for the 30-day public review.
- Receive comments, discuss revisions, and submit for approval to the Park Commission.
- Public hearing at a Township Board of Trustees meeting followed by Plan adoption.
- Assemble adoption papers and prepare certification checklist.
- Submit plan to regional and county agencies.
- Submit final plan to MDNR.

This last task will be done with assistance from Township staff for preparing and publishing notices in local newspaper, the Township website, social media, and other locations.

	Т	i	m	е	I	i	n	е
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The proposed timeline below can be adjusted to best meet the needs of Township staff and other stakeholders, although leaving ample time for public commentary is strongly encouraged.

КО	•	Kick Off
		On-site kick-off meeting with Park Commission and staff to discuss plan, tour/photograph facilities, and complete ADA assessment.
		Complete community profile and recreation inventory using information from staff.
		Create and begin collecting data via online survey.
	•	Mailing
		CWA will assist the Township in the creation of a mailing to be sent describing Recreation Plan update and announcing upcoming open house and meeting dates.
ОН	•	Open House
		CWA to facilitate Open House to receive input from residents, community interest groups, and other community stakeholders. Assist staff with preparation of advertising for Open House.
	•	Prepare complete draft report and submit to Park Commission for review; revise accordingly.
PC	•	Park Commission Meeting
		Review draft document and discuss any changes.
		Action requested: Approve draft plan for public review.
	•	30-day public review of draft plan
		The draft master plan is made available for public review at several locations in the community.
		A notice of the availability of draft plan for public review and comment must be published in local newspaper and incorporated in the Plan.
	ОН	• ОН • РС •

September 2018	PC •	Park Commission Meeting
(To be determined)		Receive comments and discuss any needed revisions.
		Action requested: Formal approval and recommendation for Township Board adoption. <i>Note that formal approval must be</i> <i>granted</i> after <i>the completion of the 30-day community review</i> <i>process.</i>
September 2018	PH •	Township Board of Trustees Meeting
		Public Hearing. The public hearing must be published in accordance with the Open Meetings Act, at least fifteen days prior to the meeting in at least one newspaper with a general circulation. The notice and minutes of the public hearing need to be incorporated in the plan.
		Township Board of Trustees Meeting. Adoption of the plan.
		Action Requested: Adoption of the Master Plan after the public hearing conditional upon any potential changes resulting from the public hearing.
October 2018	•	Submit Plan to MDNR. Upload final document to MDNR system prior to March 1, 2019 deadline.
PC: Parks Commission Meeting PH: Public Hearing – Township B KO: Kick-off Meeting	oard Adoption	

OH: Open House

Fees

Task	Principal Ben Carlisle (hours)	Project Manager Megan Masson- Minock (hours)	Project Planner Chris Nordstrom (hours)	GIS / Graphics Planner	Support Staff
Project Initiation – Kickoff Meeting, Parks tour & photographs, ADA Assessment	4	4	4 16		4
Community Description	2	12 4		4	4
Recreation / Resource Inventory	2		16	16	-
Public Participation and Needs Assessment	8	22	20	12	-
Master Plan	4	10	30	30	8
Total Hours	20	48	86	62	16
Hourly Rate	\$105/hr.	\$92.50/hr.	\$92.50/hr.	\$70/hr.	\$60/hr.
Fee	\$2,100	\$4,440	\$7,955	\$4,340	\$960

Project Cost Not to Exceed:

19,795

\$

Meetings: Five meetings are included in the proposal: a kickoff meeting / park tour, two Parks Commission meetings, a Community Open House, and a Public Hearing/Adoption meeting with the Township Board. Additional meetings can be accommodated as needed and will be billed at hourly rates.

Proposal accepted by:

Date

Signature Brenda Stumbo Township Supervisor Ypsilanti Charter Township Signature Ben Carlisle, AICP Principal Carlisle/Wortman Associates, Inc. Date

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER ROE MONICA WILLIAMS JIMMIE WILSON JR.



Assessor's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 487-4927 Fax: (734) 484-5159

Charter Township of Ypsilanti

Date: March 22, 2018

To: Ypsilanti Township Board

- From: Brian McCleery, Assistant Assessor
- Subject: Agenda Item to Authorize negotiations to sell Township owned property.

K-11-10-180-007 – 138 S. Harris Rd.

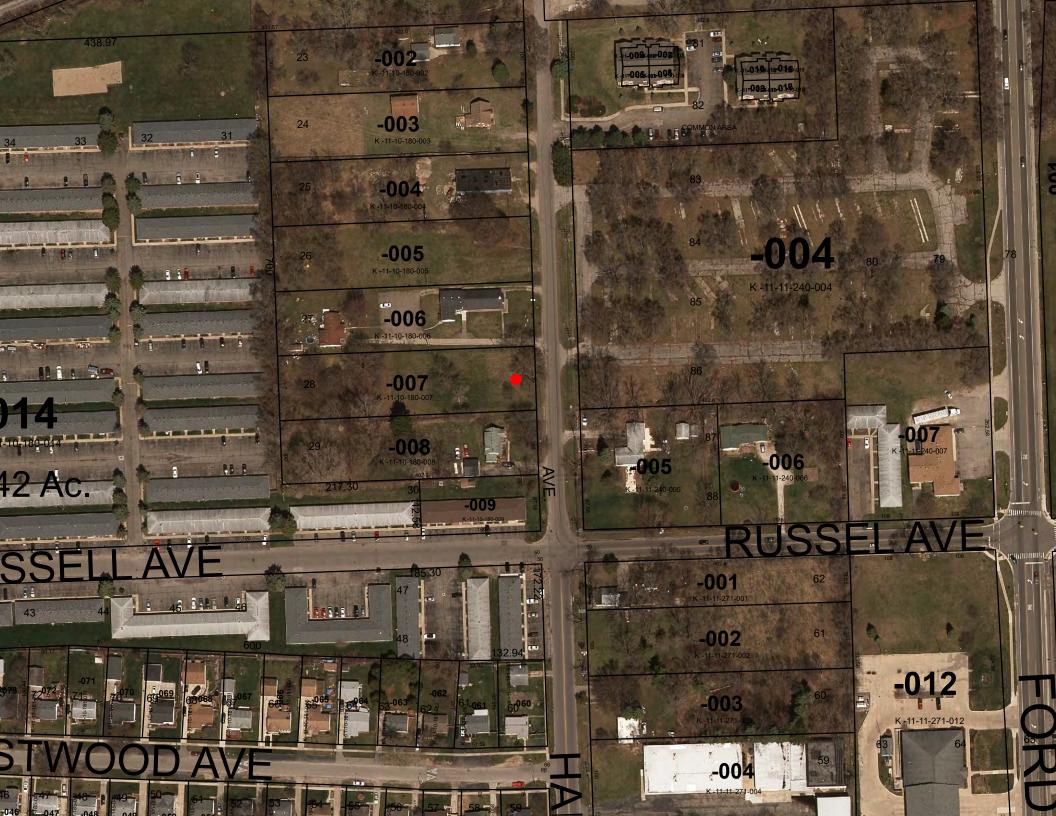
I am requesting approval to enter into negotiations to sell the above parcel currently owned by Ypsilanti Township. This property is a vacant parcel that Ypsilanti Township acquired in 2013 from the Washtenaw County Treasurer who foreclosed on the property for non-payment of taxes.

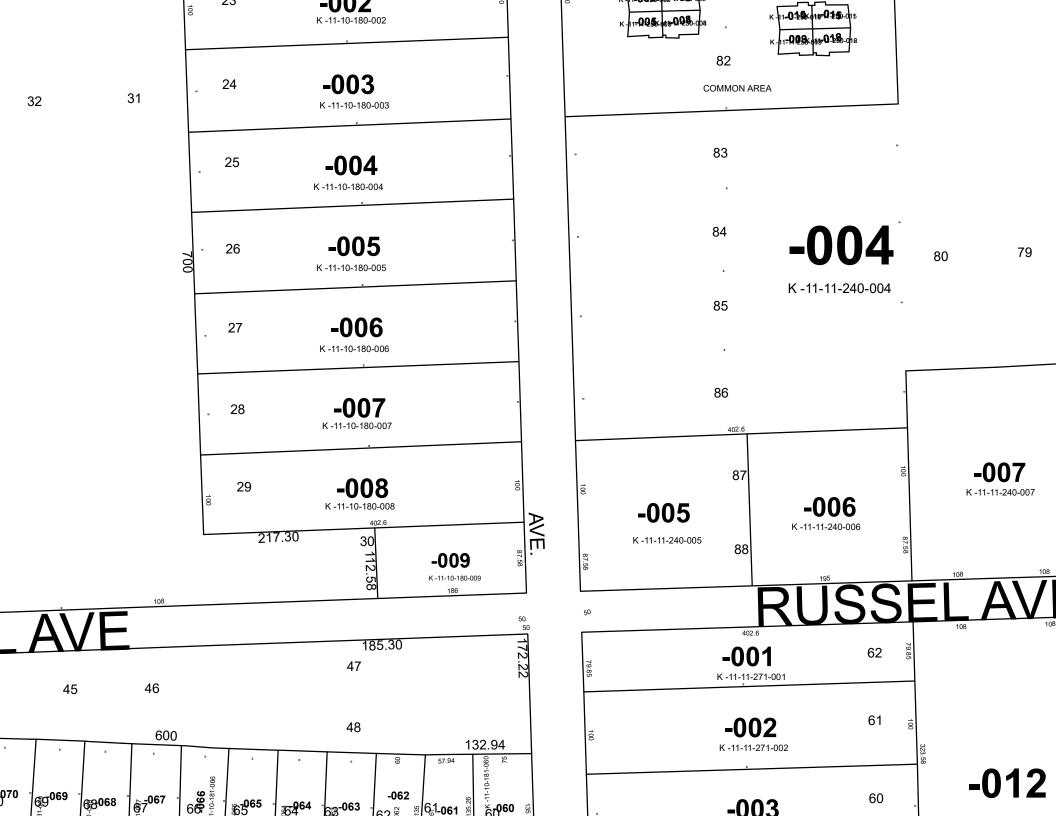
This parcel has been identified by our office as a property to sell. Ypsilanti Township is currently paying Looking Good Mowing \$46 per week, for a total of \$966 in 2017, to mow the property. I am requesting permission to contact adjacent neighbors and offer to sell them this parcel.

Once an agreement has been reached, I will come back to the Board for final approval.

138 S. Harris, lot 28 Ypsi Little Farms Sub, is a platted lot with overall dimensions of 100' \mathbf{x} 402'. If sold to a neighbor, the sales agreement would stipulate that the lot will be combined with the adjacent parcel(s) that are currently owned by the purchaser and that the new parcel would not become rental.

Attached you will find aerial photograph maps and a record card of the parcel.





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Grantor	Grantee		Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Pac		rified	Prcnt. Trans.
WASHTENAW COUNTY TREASURE	CHARTER TWP OF Y	PSILANTI	0	11/05/2013	QC	MUNICIPAL	5013/	/396 PT	A	100.0
KNOP, KURT M.	PETTY, MICHAEL J.		0	07/31/1995	SD	FORCLOSURE		/447 OT	OTH	
				-	RM2 M Bui	lding Permit(s)		te Number		atus
138 S HARRIS RD		School: Y	PSI COMM SCHOO	L – WR	DEM	OLISH STRUCTURE	11/17	/2010 PB10-0	0978 10	0%
		P.R.E.	0 %		DEM	OLISH STRUCTURE	11/17	/2010 PB10-0	0645	
Owner's Name/Address		MAP #: R	680 023 00		RES	RES NEW ROOF		/1999 99254	5 0%	
CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR				2018 Est	TCV 0					
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*** Information herein deemed reliable but not guaranteed***

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety | Planning & Zoning | Code Enforcement | Police Services

To:Karen Lovejoy Roe, ClerkFrom:Michael Radzik, OCS DirectorRe:Request to authorize legal action to abate public nuisances at 167 N Ford Blvd
in the amount of \$10,000 budgeted in 101-950.000-801.023Date:April 2, 2018

The Office of Community Standards is seeking authorization to proceed with legal action in Washtenaw County Circuit Court to abate a public nuisance that exists at:

167 N FORD BLVD

The house located at 167 N. Ford Blvd in the Lay Gardens neighborhood has been under code enforcement since 2016 and the Certificate of Occupancy has been revoked. It was first inspected with an administrative search warrant on November 22, 2016 after its owner, Azmin Clark of Pittsfield Township failed to register it as a vacant structure after acquiring out of a bank foreclosure. After the first inspection, the new owner registered it as a rental property and stated the intention to renovate the house, but failed to obtain proper permits or complete the work. Then on February 21, 2018, the house was inspected again by administrative search warrant and the Certificate of Occupancy was revoked. To date, the owner has not registered the property pursuant to the vacant structure ordinance and it has remained vacant for more than two years. I respectfully request authorization to engage in circuit court if necessary to abate this public nuisance. Thank you.



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER ROE MONICA ROSS-WILLIAMS JIMMIE WILSON, JR.



Charter Township of Ypsilanti Hydro Station

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 544.3690 Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

- TO: Board of Trustees
- FROM: Michael Saranen, Hydro Operations
- DATE: March 23, 2018

RE: Request to Approve Service Contract with US Ecology For Industrial Cleaning and Confine Space Services At The Hydro Station to be charge to 252.252.000.818.013 And Signing Of The Contracts Pending Attorney Review.

From time to time, the hydro generators require inspection and cleaning. Currently, this requires hiring an outside contractor to clean the turbine rooms and provide confine space rescue.

Our current provider failed to provide service to us and therefore the need to replace them is necessary.

Moving forward, I would like to approve service contract on an "As Needed" basis with US Ecologies for turbine room cleaning and confine space rescue services.

The contractor has indicated they can meet our insurance language requirements and will provide it once the agreement is signed.

Please place this request on the April 3, 2018 agenda for Board consideration.







SECTIONS

- 1) VISION, MISSION AND VALUE STATEMENTS
- 2) CAPABILITIES
- **3) EXPERIENCE**
- 4) HEALTH AND SAFETY
- 5) FACILITIES AND SERVICES
- 6) MANAGEMENT SYSTEM AND ISO CERTIFICATIONS
- 7) INSURANCE AND INDEMNIFICATION
- 8) EMERGENCY SERVICES AGREEMENT

(800) 839-3975 **HOURS** 365 DAYS A YEAR



2





The **US Ecology Emergency Response Team** is committed to providing national, quality emergency response services to all clients in a timely and cost effective manner while protecting the land, waterways, and health and well-being of the affected communities.

All **US Ecology Emergency Response Team** activities will strictly follow state, federal and local regulations pertaining to clean-up activities, reporting, and disposal.

.....

MISSION

To protect and improve our environment by providing safe, reliable environmental and industrial service solutions to commercial, industrial and government customers.

CORE VALUES

We believe in:

- Safety for all vested parties
- · Environmental stewardship through services that minimize impact to the plant
- · Integrity that comes from saying what we'll do and then doing it
- Providing Unequaled Service Excellence
- Making US Ecology a great place to work
- · Being the best through constant innovation and industry leadership
- · Earning trust from customers as we deliver confidence and piece of mind
- · Strengthening relationships to earn customers for life, thriving on profitable growth

VISION

To be the premier North American provider of environmental and industrial services. We'll be the best in the business at delivering sustainable solutions for our customers and communities.



2

CAPABILITIES

US Ecology's Emergency Response Team has the resources to handle nationwide emergencies from start to finish – from spill reports, profiling and waste analysis to treatment and disposal. Trained, experienced professionals staff our Emergency Response Hotline 24/7/365. US Ecology's Emergency Response Team can handle emergencies of all levels and types including:

- Chemical spills
- Highway incidents trucks, tankers, intermodal containers
- Natural disasters
- Fires involving hazardous materials
- Oil spills
- Marine spills OSRO certified
- Railroad tank car incidents including emergency transfers, leaking tank cars and offloading of tank cars

From its advanced Hazardous Material Emergency Response Program to its Natural Disaster Recovery Services, US Ecology offers quality, comprehensive Emergency Response Services nationwide. Our commitment to respond safely, expeditiously and effectively while controlling costs is simple, but effective.

US ECOLOGY'S NATURAL DISASTER RESPONSE PROGRAM

Along with its Emergency Response Program, US Ecology's Natural Disaster Response Program also has the resources to help companies recover from catastrophic storm damage. US Ecology Emergency Response provides a "one call" incident response service through its 24/7/365 emergency dispatch line.

Services included in US Ecology's natural disaster response program are:

- Pre-existing versus storm damage evaluation
- Water/moisture intrusion (cause and origin)
- Indoor air quality assessments
- Microbial remediation monitoring and post-remediation verifications
- · Residential, commercial or industrial hazardous material cleanup and remediation

US Ecology's Emergency Response managers are trained to coordinate and execute emergency incidents from start to finish.

US ECOLOGY'S ZERO RETAINER CONTRACT

With these services, our customers can be assured they will have minimal work force disruption, no confusion at emergency site, safe and compliant cleanup, minimized risk and, most importantly, peace of mind. The Zero Retainer Contract informs you of all costs associated should the need for our services arise.

US ECOLOGY'S EMERGENCY RESPONSE PROGRAM OFFERS:

- A single source solution
- · Extensive internal resources coupled with a national subcontractor network
- Small spills to catastrophic events
- Safety and regulatory compliance guaranteed
- Follow-up assessment and remediation
- Zero retainer contract
- Single invoice



EXPERIENCE

The US Ecology Emergency Response Team has responded to a variety of emergency situations over the past 20 years. The following are a few examples:

GULF OIL SPILL CLEANUP

The US Ecology Emergency Response Team was contracted to assist in the Gulf Oil Spill Cleanup efforts. US Ecology placed approximately 15,000 feet of oil containment boom off of the barrier islands and wetlands of Louisiana and Alabama to help prevent oil from reaching shore. Six US Ecology vacuum trucks were staged in Florida ready to help with the effort at any time. An US Ecology crew responded to Ft. Walton Beach, Florida where an oil tank from the drill rig washed up on shore. The US Ecology crew helped remove the tank and clean up the spill that resulted. US Ecology response personnel also helped in clean-up efforts on Shell Island, off the coast of Panama City, Florida when the oil spill approached shore. US Ecology provided oil skimmers to authorities in Venice, Louisiana to be used on boats to skim and collect oil off of the top of the water.

CHEMICAL FIRE CLEANUP

The US Ecology Emergency Response Team responded to a major chemical plant fire. US Ecology extinguished the fire hot spots and neutralized several chemical reactions that were taking place in the damaged building. US Ecology identified over 1,000 unknown chemicals and segregated, neutralized, cleaned the area and sent the chemicals for disposal. The job also required soil and water contamination cleanup, building demolition, and air monitoring.

ACID SPILL CLEANUP

The US Ecology Emergency Response Team was called for an acid spill in Grand Rapids, Michigan. The spill consisted of sulfuric and chromic acids. The team was required to wear Level B PPE with supplied air. The entire building was cleaned with a vacuum truck and then power washed. The acid was placed in poly-totes and transported immediately to a treatment and disposal facility.

OIL SPILL CLEANUP

The US Ecology Emergency Response Team responded to a large oil spill near Marshall, Michigan when a pipeline burst. US Ecology dispatched over 100 employees to assist in cleaning up nearly 1 million gallons of oil from the Kalamazoo River. US Ecology's hazardous material clean-up technicians, equipment operators, supervisors and safety personnel worked 24 hours a day, 7 days per week to clean up the 35 mile stretch of river that was impacted. US Ecology deployed 7,000 feet of oil containment boom in the waterway - 10 oil skimmers, 12 vacuum tanker trucks, 25 frac tanks and 75 roll-off boxes were used to mitigate the effects of the spill. US Ecology also handled much of the disposal of the waste generated on site.

MOLASSES SPILL CLEANUP

The US Ecology Emergency Response Team was called in to clean up approximately 850,000 gallons of molasses spilled on the grounds surrounding a sugar plant in Bay City, Michigan. The job required US Ecology to decontaminate a nearby stream that runs directly into the Bay City River. Several sections of the plant were water blasted and vacuumed to restore them to their original operating condition.









BEFORE AND AFTER SCENES OF AN EMERGENCY RESPONSE TO A CHEMICAL WAREHOUSE FIRE

EXPERIENCE

AMMONIA RELEASE CLEANUP

US Ecology was called to respond to an ammonia release into the Maumee River. Investigation led to a possible pipe line release from 2 – 2 million gallon tanks of an ammonia nitrogen material used in agriculture. US Ecology was called in to investigate, remedy, and remediate the problem. US Ecology first sealed off any sewers using plugs and concrete to prevent migration of the ammonia. An interceptor trench was installed and maintained removed water to further mitigate the ammonia from spreading. Test boring were done to pin point migration and hot spots of the ammonia. Soil was excavated from hot spots and disposed of at US Ecology's landfill in Belleville, Michigan. US Ecology also backfilled and graded the area. US Ecology has completed follow-up reporting with the Ohio EPA as well as the next phase for removing the pipeline.

CRUDE OIL SPILL CLEANUP

A pipeline ruptured in Winchester, Kentucky and released approximately 1 million gallons of oil into the environment. The US Ecology Emergency Response Team worked 24 hours a day using drum skimmers and vacuum trucks to cleanup the site. Drum skimmers recover predominantly oil, unlike a vacuum truck, which collects both water and oil. This method allowed the recovered oil to be sent for recycling and later reuse.

BIO DIESEL SPILL

The US Ecology Emergency Response Team responded to a biodiesel spill in Defiance, Ohio. The facility had an explosion and fire and several thousand gallons of biodiesel and glycerin were lost down the sewer which entered into two nearby creeks and threatened the Auglaize and Maumee Rivers. US Ecology was quick to assemble crews to contain the run off from the fire. The customer utilized US Ecology as their liaison between federal and state authorities. The spilled material flowed below the waterline so US Ecology devised a plan to block off sections of the creek, pump the good water off and vacuum up the impacted water and sediment. All sewers leading to the creeks were jet-rodded and impacted soil was removed and placed in roll offs. US Ecology managed all disposal on the project.

HYDROCHLORIC ACID SPILL

The US Ecology Emergency Response Team responded to a release of hydrochloric acid at a Melvindale, Michigan facility. The spill was immediately contained but due the risk of fumes, several homes and businesses were evacuated. The site was under the Incident Command System with Melvindale Fire Department acting as the Incident Commander. Wearing Level B PPE with acid gear, US Ecology pumped out the containment into a tanker. The rest of the acid from the tank was pumped back into the facility's system. A small pin hole in the valve caused the tank to leak into the containment. Once the tank was patched, it was emptied and the tank and containment were flooded with water, neutralizing the acid. The tank and containment were emptied again and the scene secured. The residents were allowed to return to their homes and businesses were allowed to re-open. Once the acid was neutralized, the Melvindale FD turned the site over to US Ecology for the remaining cleanup of the spill.







EXPERIENCE

GASOLINE SPILL

The US Ecology Emergency Response Team was called in for a spill of 113,000 gallons of un-leaded gasoline. US Ecology's role was to manage and remediate the spill and act as a liaison for the customer between the Ohio EPA and US EPA along with the US Coast Guard and Ohio EPA's RCRA office. The challenge was that the gasoline had impacted new sewers installed by the Ohio Department of Transportation for a new bridge being constructed. All man holes had soft boom put in place. Containment boom was put into the storm sewer entry point into the Maumee River. US Ecology subcontracted an engineering firm to perform site investigation to the soil impact. Soil borings were taken throughout the site and a mobile on-site lab was bought in to perform analysis. US Ecology also installed a water treatment system and treated and discharged over 4,000,000 gallons of water. After the US EPA took over the site, US Ecology installed a Dual Vapor Extraction System and recovered vapor and water from the sewer line. This eliminated the expense of removing the sewer and the possible delays that would have impacted the completion of the new bridge.

POOL CHEMICAL CLEANUP

The US Ecology Emergency Response Team was called to a pool chemical supplier's facility that had flooded after a major flood occurred in the area. US Ecology identified, segregated, packaged and disposed of pool chemicals for the customer. The job also involved cleanup of damaged products, equipment and building surfaces. US Ecology de-humidified, dewatered and decontaminated the building interior which included sheetrock, tile floors, carpeting, wallboard, ceiling tiles, bathrooms and warehouse structures. Air monitoring was also provided during the restoration activities.



USE PERSONNEL RESPONDING TO AN OIL SPILL



HEALTH AND SAFETY

US Ecology's top priority is a health and safety program that reduces the number of injuries, illnesses and near misses to an absolute minimum – not merely matching but surpassing the best OSHA ratings in our industry. Our goal is always zero accidents and injuries.

US ECOLOGY MANAGEMENT SYSTEM

US Ecology has a comprehensive, corporate-wide Quality, Environmental, Health and Safety Management System. This system uses uniform documented processes and policies for all US Ecology associates to follow consistently at all times, as well as certification to the ISO 9001, ISO 14001 and OHSAS 18001 standards. The Management System demonstrates our dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.

BEHAVIORAL BASED SAFETY PROGRAM

US Ecology's Behavioral Based Safety Program (BBS) program promotes safety using behavioral psychology. The program involves; using a systematic, ongoing process that defines a finite set of behaviors that reduce the risk of work-related injury; collecting data on the frequency of critical safety practices and then, ensuring that feedback and reinforcement encourage and support those critical safety practices. US Ecology associates conduct observations and provide feedback to other associates within their work area. These observations provide data that is used for problem recognition, problem-solving and continuous improvement.

SAFETY MEASUREMENTS

Each US Ecology division is scored on a monthly basis on safety measurements. These measurements are posted at each location and discussed at monthly top-level management meetings. Programs such as this have helped lower our OSHA rating by making people accountable for their actions as well as having a constant reminder about safety issues. The measurements include:

- Monthly Safety Committee Meetings;
- Incident Review Team (IRT) Meetings IRTs are required on incidents based on pre-determined criteria and within a certain time after an incident/near-miss;
- Internal Inspections Internal inspections are required monthly for all facilities;
- BBS Observations A pre-determined number of Behavior Based Safety (BBS) observations are to be conducted each month at each facility;
- TRIR and DART Total Recordable Incident Rates (TRIR) and Days Away and Restricted Rates (DART) are looked at each month for each facility, projected out for the year, compared to US Ecology corporate goals and graphed for trend analysis;
- Management System Meetings A majority of US Ecology's facilities are ISO 9001 (Quality), ISO 14001 (Environmental) certified and OHSAS 18001 (Health & Safety) certified;
- Monthly meetings regarding corrective actions and continual improvements are required;
- Compliance Calendar review Each facility representative reviews a facility specific compliance calendar each month to make sure all permit requirements, inspections, regulatory obligations, etc. are being completed;
- Management System Auditing Each facility is internally audited at least monthly to make sure we are compliant with our ISO Management Systems;
- QEHS Training US Ecology's Quality, Environmental, Health & Safety (QEHS) Department distributes different training modules on various topics to all US Ecology associates.

USE PERSONNEL WORKING ON DAMAGED RAIL CAR FROM DERAILMENT IN LIGONIER INDIANA





HEALTH AND SAFETY

SAFETY TRAINING

US Ecology policy and federal law requires that all US Ecology associates receive appropriate health and safety training. Training must include US Ecology health and safety orientation for new associates plus any additional training specific to the nature of hazards on the job; associates must complete this training before they can work unsupervised.

OSHA and other federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to:

- Hazard communication for exposure to hazardous substances
- Respirator use
- Hearing conservation
- Personal Protective Equipment
- Confined space hazards
- · Certification for using material moving equipment such as forklifts and overhead cranes
- CPR and First Aid Certification for associates that perform confined space rescues

On-the-job training includes information on procedural changes or system modifications that impact safety. The US Ecology QEHS Department provides monthly health and safety training courses, technical assistance on training needs, and resources to fulfill training requirements. Educational resources such as fact sheets, hazard summaries, and other written materials, as well as videos and presentations are also available to US Ecology associates.

All health and safety training is documented. The QEHS Department maintains these training records in US Ecology's training database, which is available for on-site review to our customers.

ACCIDENT PREVENTION

It is US Ecology's corporate policy that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of the management of US Ecology to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all US Ecology associates.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all associates an integral part of his or her regular management function. It is equally the duty of each associate to accept and follow established safety regulations and procedures

TRANSFERRING ETHANOL FROM DAMAGED RAIL CARS IN BRYAN OHIO



FACILITIES AND SERVICES

US Ecology is the premier North American provider of field industrial and environmental services business supporting; government & municipalities, automotive, refinery, petroleum, chemical, utility & energy, education, airline & aerospace, transportation, engineering & consulting, steel, plating & metal finishing, retail, and health care industries. We address the complex field and industrial service needs of our customers, offering environmental services that include industrial cleaning, remediation, field and site management and hazardous waste management.

US Ecology's focus on safety, environmental compliance, and customer service enables us to effectively meet the needs of our customers and to build long-lasting relationships. A streamlined professional organization, effective management, innovative practices, and nationally recognized capabilities allow us to successfully meet or exceed the goals of each of our customers.

Headquartered in Boise, Idaho, US Ecology has been in business for more than 65 years, now employing approximately 1,500 environmental professionals in North America. In June 2014, US Ecology acquired EQ-The Environmental Quality Company, a single source environmental services organization that also had almost 60 years of experience operating hazardous waste management facilities and providing industrial services across the eastern United States. The combination of these two companies has increased our ability to provide a fully integrated environmental services and waste management organization. Combined we currently have over 50 locations including, six hazardous and radioactive waste landfills, 11 treatment facilities and a network of over 30 service centers; most in key industrial centers.

US Ecology is committed to providing a safe environment for all our associates, contractors and the general public in the communities where we work. We work closely with our customers to identify potential exposure and safety risks associated with the waste we accept and value associate participation in our safety programs. US Ecology has a comprehensive, corporate-wide, Quality, Environmental, Health and Safety management system. This system uses uniform documented processes and policies for all associates to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates US Ecology's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.







FACILITIES AND SERVICES

SCOPE OF SERVICES

INDUSTRIAL MAINTENANCE Turbo Vacuum Services

Chemical Cleaning Hydro Excavation Boiler Cleaning Decontamination Steam Cleaning Line and Trough Cleaning Cyclone Air Lock Plant Outage/Turn-Around Service Sound Reduction Vacuum Paint System Cleaning Duct & Air System Cleaning Confined Space Entry Facility Decommissioning

REMEDIATION & CHEMICAL SERVICES

Facility and Site Decontamination Lagoon Closure Soil and Sludge Excavation Site Remediation Groundwater Remediation Lab Pack Services Household Hazardous Waste Installation/Treatment/0&M Vapor & Groundwater Extraction System Industrial/Municipal Filter Media Replacement Dewatering, Belt and Filter Press Surface Cleanup Demolition Sampling and Analysis Gun Range Cleaning

TANK & OIL PROCESSING SERVICES

Tank Cleaning Tank/Vessel Degassing Services **UHP Door Cutting** Surface Preparation for API 653 Inspections Tank Abandonment/Removal Temporary Product Storage Stack Disk Centrifuge Systems Robotic (non-entry) Cleaning Decanter Centrifuge Systems Chemical Circulation for Asphalt Tanks TRANSPORTATION SERVICES Turbo-Vac Tanks Vacuum Truck Service Roll-Off/Vacuum Containers

Insulated Tankers Insulated Tankers Box Trucks Flat Bed/Low Boy Trailers Dump Trailers Frac Tanks Explosion-Proof Mixing Tanks Waste Disposal Coordination Drum & Bulk Waste Transport Liquid & Solid Waste Transport LTL Routes Permitted in 48 States

ENVIRONMENTAL SERVICES

Waste Treatment & Disposal

- Hazardous
- PCBs
- RCRA/TSCA
- IndustrialNORM/TENORM
- Radioactive
- Nonhazardous
- Delisting

Recycling

Waste Transportation

EMERGENCY RESPONSE SERVICES

24/7/365

Hazard Categorization

Marine and Terminal Services

Groundwater Recovery

Boom Deployment

Transportation & Disposal

WATER BLASTING SERVICES

Ultra-High Pressure (up to 40,000 psi)

High Pressure (up to 12,500 psi)

Power Washing (up to 1,500 psi)

Abrasive Hydrocutting (steel and concrete)

Surface Preparation

SEWER SPECIALTY SERVICES

Sump & Catch Basin Cleaning Air & Water Pressure Testing Chemical Grout Restoration Smoke or Dye Testing Root Treatment Jet Rodder Cleaning By-Pass Pumping Flow Monitoring



MANAGEMENT SYSTEM AND ISO CERTIFICATIONS

US Ecology has a comprehensive, corporate-wide Quality, Environmental, Health and Safety management system. This system uses uniform documented processes and policies for all associates to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates US Ecology's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.

We are committed to:

- · Ensuring a safe and healthy environment for US Ecology associates, our customers and the public;
- · Complying with all applicable laws, regulations and other requirements to which we subscribe;
- Continually improving our integrated Quality, Environmental, and Health & Safety management systems;
- Providing a comprehensive line of environmental solutions by utilizing continual innovation and new applications of current technologies;
- Minimizing the environmental impacts of our services, operations and products, through application of sustainability principles such as recycling, reuse, pollution prevention, emergency preparedness and conservation of materials and natural resources;
- Exceeding our customers' expectations for quality, service and products;
- Educating, training and motivating our US Ecology associates because they are the key to applying the management system into our operations, developing new solutions and satisfying our valued customers.



DAMAGED RAIL CARS FROM TRAIN DERAILMENT IN BRYAN OHIO







This certifies that the Occupational Health and Safety Management System of

EQ Taylor (EQ Industrial Services)

26705 Northline Road Taylor, Michigan, 48180, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

OHSAS 18001:2007

Scope of Registration: Industrial Cleaning, Transportation and Emergency Response.

Certificate Number: C0 Certificate Issue Date: 20-Registration Date: 20-Expiration Date *: 19-

C0129106-OH1 20-JAN-2017 20-DEC-2016 19-DEC-2019 Carl Blazik, Director, Technical Operations & Business Units, NSF-ISR, Ltd.

NSF International Strategic Registrations 789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and unust be returned upon request. impany is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.asf-isr.org

INSURANCE AND INDEMNIFICATION

INSURANCE COVERAGE

US Ecology's standard insurance policies include \$50,000,000 in Pollution Legal Liability coverage. This policy covers US Ecology and additional insured customers from losses resulting from certain pollution conditions, including on-site and off-site releases, owned and qualified non-owned facilities, transportation, processing, and disposal. The policy provides indemnification for our customers from CERCLA liability associated with US Ecology's operations.

US Ecology also maintains insurance to cover costs associated with regulatory mandated RCRA closure and post closure obligations at our permitted facilities. This insurance exceeds our estimate of these obligations and ensures our customers that US Ecology will have the financial resources to properly deal with its long-term liabilities.

US Ecology continually measures and improves our performance in order to exceed expectations and ensure full compliance with all applicable regulatory and health & safety requirements. We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

FINANCIAL STRENGTH

US Ecology's strong customer indemnification is backed by considerable financial strength as a result of a very sound business plan, a healthy balance sheet, strong profitability and conservative accounting practices. US Ecology's financial statements are available on our website at http://investors.usecology.com.





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)	
07/28/2017	

1			•••			UNANC	' L	07/	/28/2017
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
	nis certificate does not confer rights t	o the	cert	ificate holder in lieu of su	CONTACT).			
· ·	DUCER lis of Arizona, Inc.				NAME:	045 5050	FAX	1 000	467.0070
c/0	26 Century Blvd			·	PHONE (A/C, No, Ext): 1-877 E-MAIL	-945-/3/8	(A/C, No):	1-888	-467-2378
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: DMER ID: _____ LOC #: _____

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ACORD	ADDITIONAL		RKS SCHEDULE	Page 2 of 2
AGENCY Willis of Arizona, Inc. POLICY NUMBER See Page 1			NAMED INSURED US Ecology, Inc. EQ The Environmental Quality Company 251 E. Front Street, Suite 400 Boise, ID 83702	
CARRIER		NAIC CODE		
See Page 1		See Page 1	EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS				
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ADDITIONAL INSURED: N SUBROGATION WAIVED: N				
TYPE OF INSURANCE:	LIMIT DE:	SCRIPTION:	LIMIT AMOUNT:	
Contractors Poll & Professional			\$25,000,000	
Retro Date: 08/1/96 Deductible	Aggregate Per Incid		\$25,000,000 \$100,000	
INSURER AFFORDING COVERAGE: Ind: POLICY NUMBER: PEC004627702	ian Harbor Insuran EFF DATE: 08/01/2		P DATE: 08/01/2018	NAIC#: 36940
ADDITIONAL INSURED: N				
SUBROGATION WAIVED: N				
TYPE OF INSURANCE:	LIMIT DESCRIPTION	N:	LIMIT AMOUNT:	
Pollution Legal Liability	Per Incident		\$4,000,000	
(RCRA Locations)	Aggregate Ded. Per Incident	F	\$20,000,000 \$250,000	

EQ HOLDINGS, INC. NAMED INSURED SCHEDULE - CASUALTY

EQ Parent Company, Inc. EQ Holdings, Inc. EQ The Environmental Quality Company Michigan Disposal, Inc. Wayne Disposal, Inc. EQ Resource Recovery, Inc. EQ Industrial Services, Inc. EQ Northeast, Inc. Wayne Energy Recovery, Inc. EQ Detroit, Inc. EQ Florida Inc. EQ Mobile Recycling, Inc. Envirite of Ohio, Inc. (DBA - EQ Ohio) EQ Metals Recovery, LLC Envirite of Illinois, Inc. (DBA - EQ Illinois) Envirite of Pennsylvania, Inc. EQ Oklahoma, Inc. Envirite Transportation, LLC RTF Romulus, LLC. EQ Alabama, Inc. Vac-All Services, Inc. EQ Augusta, Inc.

Certificate Addendum



EMERGENCY SERVICES AGREEMENT







The Environmental Service Agreement (the "Agreement") entered into this _____ day of _____

20____, by EQ Industrial Services, Inc. ("EQIS"), and _____ (Customer).

- 1. <u>AUTHORIZATION TO COMMENCE WORK:</u> The Customer hereby authorizes EQIS, upon the terms and conditions provided for hereafter, to immediately commence the performance of the work described under the Scope of Work. Due to emergency situations, the Customer further authorizes EQIS to; (a) use whatever procedures EQIS deems necessary and advisable; (b) to utilize whatever number of employees EQIS determines are required; and (c) determine the type and quantity of equipment and supplies that EQIS feels are necessary and reasonable in the handling of the work in a safe and environmentally secure manner.
- 2. **SCOPE OF WORK:** Industrial Cleaning, 24-Hour Emergency Spill Response, Remediation, UST closures, Hazardous and Non-Hazardous Waste Transportation, Railroad emergencies and Railcar Maintenance, Waste Disposal, and Recycling.

Customer shall call EQIS to respond to an incident requiring emergency spill response (a "Response"). The specific "Scope" of each respective Response shall be determined by EQIS in its sole discretion based upon the facts and circumstances requiring the Response, which may include, but not be limited to the type, volume, and nature of the material released into the environment. Customer shall immediately provide EQIS with any and all information that it may have pertaining to the incident, the facility (surface and subsurface), the equipment and any material in any way related to the Response.

3. **PAYMENT FOR SERVICES/TERMS:** The Customer agrees to pay for environmental services provided herein in accordance with the schedule of fees and charges set forth in Exhibit A attached hereto, which lists the applicable rates for personnel, equipment, transportation, materials, and disposal costs. Customer agrees to pay EQIS within thirty (30) days of each respective invoice date. If the Customer becomes delinquent in payment of any sum due to EQIS, EQIS reserves the right to immediately discontinue performance of any remaining services or work that needs to be completed hereunder in addition to pursuing any legal or equitable remedies. Further, a service charge of two percent (2%) per month shall be charged on all balances not paid within thirty (30) days of the date of invoice. If Customer has insurance that covers all or part of the services under their contract, Customer guarantees full payment based upon terms and conditions stated above. *If the customer does not comply with the required paperwork to complete the project (i.e. Disposal), the customer will be held responsible for the additional charges accrued during the delay of processing.*

The Customer agrees to pay EQIS directly for all sub-contracted, leased or rented equipment and services at the agreed upon rates attached hereto. The Customer shall make no attempt to pay any EQIS sub-contractors or vendors directly without the prior written authorization of EQIS. The Customer also agrees not to solicit, hire or contract with any contractors or vendors that are utilized by EQIS.

4. **ATTORNEY FEES:** The Customer agrees to pay EQIS all of its cost and expenses, including reasonable attorney fees, incurred in the collection of any delinquent amounts due from the Customer.

- 5. **<u>RETAINER</u>**: Before EQIS commences work, EQIS may require the Customer to pay a retainer of_____, which shall be paid by the customer prior to commencement of any work by EQIS. The retainer, if required, shall be applied against all charges for services rendered by EQIS. Depending on the expenses and duration of the work, additional retainers may be required.
- 6. **DAILY WORK SHEETS:** EQIS shall document fees for services performed and equipment used and provide said detail to customer on a timely basis.
- 7. <u>GENERATOR NUMBER</u>: If the materials that are being cleaned up, removed, remediated, disposed of, recycled, etc., are identified by the federal government and/or any applicable state or local governmental authority as "hazardous", then it is a condition precedent to the performance of Services that a federal generator number be provided by the U.S.E.P.A. Until such time as the Customer has obtained a generator's EPA ID. Number, EQIS shall be allowed to either store the materials on the Customer's property where the material is collected, or at such other location at the Customer's cost.
- 8. <u>CUSTOMER REPRESENTATION OF DISPOSAL FACILITY:</u> The Customer represents to EQIS that it will provide a true and correct description of the material to be handled by EQIS hereunder and further advise EQIS of all known or suspected hazards or risks incidental to the handling, transportation and disposal of said material. In the event that the scope of work includes the transportation of hazardous substances, the Customer shall also select the disposal or treatment facilities that said hazardous substances are to be taken. EQIS SHALL NOT SELECT THE DISPOSAL OR TREATMENT FACILITIES. EQIS, upon request of the Customer, may recommend suitable disposal facilities and shall assist in securing all necessary approvals for disposal.
- <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>: EQIS represents that it will materially comply with all applicable governmental laws, regulations and ordinances in the performance of the work described under the scope of work.
- 10. INDEMNIFICATION OF CUSTOMER: EQIS shall indemnify the CUSTOMER, its officers, employees, and agents; defend them, and save them harm from and against all loss, damage, liability, cost, and expense including without limitation, reasonable attorney fees, arising out of injury, including death, to any person or damage to any property, resulting from: (I) the failure of EQIS to materially comply with any federal, state, or municipal statute, rule or regulation applicable to the services provided hereunder; (II) any material breach of this Agreement by EQIS; and (III) any negligent acts or omissions by EQIS in the performance of the services provided hereunder.
- 11. **INDEMNIFICATION OF EQIS:** Customer shall indemnify EQIS, its officers, employees, and agents against, and defend them and save them harm from, all loss, damage, liability, cost, and expense including, without limitation, reasonable attorney fees, arising out of injury, including death to any person or damage to any property including, but not limited to, claims of third parties or others for penalties, fines, remediation or environmental clean-up costs, resulting from: (I) the failure of the Customer to comply with any federal, state, or municipal governmental entity or agency statute, rule, ordinance, order or regulation applicable to the site; (II) any material breach of this Agreement by the Customer, (III) the failure of Customer to notify EQIS of the existence and exact location of any underground services in the area that EQIS is working; (IV) any contamination of the soil, ground water, or air in, on or around the site; or any disposal facilities where wastes from the site are deposited, whether such contamination is caused by the Customer or others, and (V) all other costs, liabilities or causes of action that arise out of this Agreement except those caused by negligent acts or omissions by EQIS.

- 12. **<u>TERM OF AGREEMENT:</u>** The term of this Agreement shall be for twelve (12) months, from the date of signing.
- 13. **CANCELLATION:** Either the Customer or EQIS may terminate this Agreement upon thirty (30) days written notice.
- 14. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement between the parties hereto, and supersedes any prior oral or written agreements or representations.
- 15. **LEGAL JURISDICTION**: This Agreement shall be governed by and construed under the laws of the State of Michigan, and each of the parties agrees that it will bring any action or proceeding for the enforcement of any right, remedy, obligation or liability arising under or in connection with this Agreement solely in the District Court for the Eastern District of Michigan or the Michigan Circuit Court for the County of Oakland.

16. SIGN-OFF SHEETS:

(a) EQIS may from time to time (up to once a day) deliver to Customer a SIGN-OFF SHEET (a "Sign-Off"), itemizing the associated charges for labor, equipment, subcontractors, per diem, disposal estimates and any miscellaneous charges incurred since the initial mobilization or last Sign-Off. A Sign-Off sheet <u>must</u> be signed and dated by an <u>authorized</u> representative of Customer within 24 hours of receipt from EQIS. Time is of the essence.

(b) In the event a Sign-Off is not signed and dated by Customer's authorized representative within such 24 hour period, EQIS has the option to demobilize from the scene, terminate this Agreement and assumes no risk for mitigation of the incident or future claims resulting from such demobilization. Further, all costs leading up to the demobilization are the responsibility of Customer. Customer acknowledges the risk of further contamination, damages and liabilities that may arise if EQIS demobilizes upon Customer's failure to execute a Sign-Off (such an event referred to as a "Service Stoppage"). Customer assumes all of the risks of a Service Stoppage and accepts full responsibility, and agrees to indemnify and hold EQIS harmless, for any and all injuries (including death), damages, liabilities and accidents that may occur as a result of, relating to, or arising out of a Service Stoppage.

By signing this document, I am stating that I am an authorized agent of the company.

EQ Industrial Services, Inc.	Customer:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Billing Information for Emergency Response Services

Legal Name of Business:			
Address:			
City:	State:	Zip Code:	Fax <u>:</u>
County:			
Billing Address (If different	from above):		Phone:
City:	State:	Zip Code:	Fax:
Accounts Payable Contact	 		Phone:
Purchasing Contact:			Phone:
Company Officers:			
Type of Business:	Proprietorship:	Partnership:	Corporation:
Federal Identification Num	ber:	DUNS Numb	er:
Are Purchase Orders requ	ired for billing?	Yes	No
Insurance Company Name	9:		Policy Number:
Insurance Company Conta	act Name:		Phone Number:

PROXY LETTER

Date:		-
Company:		-
To Whom It May Concern	:	
I,(print or t	type name)	_, an authorized representative
of,	(print or type company)	_, give EQ personnel the
	(print or type company) ts, Land Disposal Restriction Form	
forms and any other docu	uments pertaining to the removal a	nd disposal of the waste
located at	(print or type location	
Signed:	Date:	
Printed Name:		
Company:		
Telephone:	Fax:	
Email:		



EMERGENCY RESPONSE FEE SCHEDULE – JANUARY 2018

PERSONNEL	RATE P	ER UNIT	ANCILLARY EQUIPMENT	RATE PER DAY
Senior Response Manager	\$125	Hour	Roll-off Box (20-25 Cubic Yard)	\$30
Response Manager	\$105	Hour	Vacuum Box	\$95
Project Manager	\$105	Hour	Frac Tank	\$95
Health & Safety Officer	\$105	Hour	Equipment Trailer	\$105
Chemist	\$95	Hour	Containment Boom Trailer (Box)	\$105
Response Coordinator	\$95	Hour	Steam/Pressure Cleaner (Up to 3,500 psi)	\$250
Supervisor	\$70	Hour	Light Tower/Generator	\$225
Driver	\$65	Hour	Light Stand (>1,000W) (Plus Generator)	\$105
Logistics/Disposal Coordinator	\$65	Hour	Mercury Vacuum	\$425
Foreman	\$65	Hour	Decontamination Station	\$300
Equipment Operator	\$65	Hour	Generator – Portable	\$150
Field Technician	\$50	Hour	Air Compressor – Mobile, Trailer Mounted (175-185CFM)	\$265
Sampling Technician	\$50	Hour	Flare Stack	\$200
Field Clerk/Office Staff	\$40	Hour	Grounding & Bounding Equipment	\$200
			Non-Sparking Tools	\$125
VEHICLES	RATE P	ER UNIT	Midland Rail Kit, per Use (Plus Gaskets at Cost Plus)	\$350
Supervisor – Response Vehicle	\$265	Day	Betts Valve (Plus Gaskets at Cost Plus)	\$225
Response Vehicle	\$210	Day		
Stake Body Truck (F450 or equivalent)	\$265	Day	EQUIPMENT: PERSONNEL PROTECTIVE & EXPENDABLES	RATE PER UNIT
Tanker with Tractor*	\$105	Hour	EPA Level "D"	\$53
Tanker with Tractor* Tractor with Dump Trailer	\$105 \$105	Hour Hour	EPA Level "C" – Tyvek	\$53 \$90
	•		EPA Level "C" – Tyvek EPA Level "C" – Saranex	
Tractor with Dump Trailer	\$105	Hour	EPA Level "C" – Tyvek	\$90
Tractor with Dump Trailer Tractor with Flatbed/Lowboy	\$105 \$105	Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex	\$90 \$100
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer	\$105 \$105 \$95	Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek	\$90 \$100 \$175
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer	\$105 \$105 \$95 \$95	Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex	\$90 \$100 \$175 \$225 \$235 \$200
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail	\$105 \$105 \$95 \$95 \$75	Hour Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear	\$90 \$100 \$175 \$225 \$235
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon*	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165	Hour Hour Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck*	\$105 \$105 \$95 \$95 \$75 \$85 \$105	Hour Hour Hour Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50 ed expendable for
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail*	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165	Hour Hour Hour Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need initial dress only (except Level "A"). Cost of equipment and add	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$200 \$50 ed expendable for
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail* Dump Truck-18 Yard ATV-4 Wheeler	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165 \$75	Hour Hour Hour Hour Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$200 \$50 ed expendable for
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail* Dump Truck-18 Yard ATV-4 Wheeler	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165 \$75 \$195	Hour Hour Hour Hour Hour Hour Hour Hour	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need initial dress only (except Level "A"). Cost of equipment and add billed separately.	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50 ed expendable for litional expendable
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail* Dump Truck-18 Yard ATV-4 Wheeler PLUS MILEAGE Pickup Truck/Personnel Vehicle	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165 \$75 \$195	Hour Hour Hour Hour Hour Hour Hour Day Mile	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need initial dress only (except Level "A"). Cost of equipment and add billed separately. EQUIPMENT: PERSONNEL SAFETY	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50 ed expendable for litional expendable
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail* Dump Truck-18 Yard ATV-4 Wheeler PLUS MILEAGE Pickup Truck/Personnel Vehicle Vacuum Truck/Straight Tractors	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165 \$75 \$195 \$0.55 \$1.00	Hour Hour Hour Hour Hour Hour Hour Day Mile Mile	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need initial dress only (except Level "A"). Cost of equipment and add billed separately. EQUIPMENT: PERSONNEL SAFETY Cascade System – Two Way	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50 ed expendable for litional expendable RATE PER DAY \$200
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail* Dump Truck-18 Yard ATV-4 Wheeler PLUS MILEAGE Pickup Truck/Personnel Vehicle Vacuum Truck/Straight Tractors Tractor/Trailer combo	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165 \$75 \$195 \$0.55 \$1.00 \$1.25	Hour Hour Hour Hour Hour Hour Hour Day Mile	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need initial dress only (except Level "A"). Cost of equipment and add billed separately. EQUIPMENT: PERSONNEL SAFETY Cascade System – Two Way Escape Pack (Plus Bottle Refill)	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50 ed expendable for litional expendable RATE PER DAY \$200 \$50
Tractor with Dump Trailer Tractor with Flatbed/Lowboy Tractor with Box Trailer Tractor with Roll-off-Trailer Roll Off Truck Single Rail Vacuum Truck-3,000 Gallon* Liquid/Dry Vacuum Truck* Vacuum Truck with High Rail* Dump Truck-18 Yard ATV-4 Wheeler PLUS MILEAGE Pickup Truck/Personnel Vehicle Vacuum Truck/Straight Tractors	\$105 \$105 \$95 \$95 \$75 \$85 \$105 \$165 \$75 \$195 \$0.55 \$1.00 \$1.25	Hour Hour Hour Hour Hour Hour Hour Day Mile Mile	EPA Level "C" – Tyvek EPA Level "C" – Saranex EPA Level "B" – Tyvek EPA Level "B" – Saranex EPA Level "B" – Acid Gear EPA Level "A" (Plus Level A Suit) NFPA Fire Bunker Gear (Plus Decontamination) Fire Retardant Clothing Levels of Protection – Rate per person, per day. Includes need initial dress only (except Level "A"). Cost of equipment and add billed separately. EQUIPMENT: PERSONNEL SAFETY Cascade System – Two Way	\$90 \$100 \$175 \$225 \$235 \$200 \$200 \$50 ed expendable for litional expendable RATE PER DAY \$200

EQUIPMENT: HOSES	RATE PE	R DAY
Petroleum (2" & 3"), Low Pressure	\$2.50	Foot
Chemical (2" & 3"), Low Pressure	\$5.00	Foot
Chemical Transfer, Stainless Steel, Dbl. Braided (2" & 3")	\$20.00	Foot

Initials _____

EMERGENCY RESPONSE FEE SCHEDULE – JANUARY 2018

EXPENDABLE MATERIALS

_	_	
EQUIPMENT: SAMPLING & TESTING	RATE PER	R UNIT
Mercury Vapor Analyzer	\$325	Day
Multi-Rae PID	\$275	Day
pH Meter	\$55	Day
pH Paper	\$20	Roll
Mercury Spill Kit	\$200	Each
	7	
EQUIPMENT: PUMPS		
Plus decontamination and rebuild.	RATE P	ER DAY
1" Double Diaphragm		75
2" Stainless Steel Double Diaphragm		35
2" Teflon/Poly Double Diaphragm		35
2" Aluminum Double Diaphragm	•	00
3" Stainless Steel		00
3" Aluminum Double Diaphragm		75
4" Double Diaphragm	•	00
2" Transfer Pump		75
3" Transfer Pump		00
4" Transfer Pump	1 -	75
	دې	/3
EQUIPMENT: WATERCRAFT		
Plus fuel at cost; plus operator (not included).	Β ΔΤΕ Ρ	ER DAY
John Boat (15 ft. & under)		00
Small Work Boat w/Motor, Trailer (16')		15
Medium Work Boat w/Motor, Trailer (18-20')	\$5	
Medium Work Boat w/Motor, Trailer (18-20) Medium Work Boat w/Motor, Trailer (21-23')	•	85
Medium work Boat w/Motor, Trailer (21-23)	ŞO	65
EQUIPMENT: SKIMMERS		
Plus compressor cost, when necessary.	DATE D	ER DAY
36" Drum Skimmer	\$630	
48" Drum Skimmer	\$030 \$735	
Power Pack	\$1,500	
Anchor System-up to 40 lbs	\$225	Each
	\$225 \$700	Each
Anchor System-65 lbs	\$700 \$995	
Anchor System-85 lbs Chain-3/8" with 3/8" shackles on both ends	\$995 \$30	Each
	\$30 \$75	Each
Buoy-9" Inflatable Marker		Each
Poly Rope-1/2"-500 ft. roll	\$105	Roll
Poly Rope-1/4"-500 ft. roll	\$84	Roll
HARD BOOM RATE PE 8-10"	R FOOT PE	ς DAT.
8-10 18″	\$1.75 \$2.00	
18 24″	\$2.00 \$2.25	
24 *Calendar day or any portion the		
calendar day of any portion the	201.	
COMMUNICATIONS	RATE DE	R EACH
Marine Radios, Each	\$115	Day
	\$125 \$125	Day

\$125

\$85

Day

Day

Computer with Printer

Intrinsically Safe System, each

EXPENDABLE MATERIALS	RATES PER	EACH
Level "A" – Limited Use Encapsulated Suit	\$87	5
Respirator Cartridges – Mercury	\$55	
Respirator Cartridges – OVAG	\$25	5
Respirator Cartridges – HEPA	\$25	5
Respirator Cartridges – Other	\$25	5
Duct Tape (Non PPE Use)	\$10)
Chemical Tape	\$35	5
Caution Tape	\$30)
TYVEK Suit	\$15	
Poly-Coated Coverall	\$35	
Saranex Suit (Tychem SL)	\$50	
Level "B" Suit	\$13	
Rain Gear (in addition to PPE)	\$35	
Chest Wader	\$13	
Hip Wader	\$95	
Chemical Boots	\$13	
Splash Suit	\$14	
PVC-Nitrile Gloves	\$7	
Disposable Gloves (Box)	\$50	
Work Gloves	\$8	
Silver-Shield Gloves	\$30	
Butyl Gloves	\$45	
Latex Booties	\$10	
Liner, Drum, Poly	\$15	
Liner, Drum, Chemical Resistant	\$15	
Liner, Dumpster, Roll-off	\$55	
Liner, Dump Truck	\$65	
5" Absorbent Boom	\$200	Pkg
8" Absorbent Boom	\$225	Pkg
Sorbent Pads – 100 ct	\$135	Pkg
Sorbent Roll	\$215	Pkg
Absorbent Clay	\$40	Roll
Vermiculite	\$40	Bag
Visqueen	\$120	Bag
Soda Ash	\$75	Roll
MATERIAL: CONTAINERS & DRUMS	RATES PE	R EACH
5 Gallon Bucket	\$18	
20 Gallon Drum, Poly, Salvage, New	\$55	
30 Gallon Drum, Steel, Salvage, New	\$65	
30 Gallon Drum, Poly, Salvage, New	\$85	
30 Gallon Drum, Poly, Open Top, New	\$85	
55 Gallon Drum, Steel, New-Closed Top	\$10	
55 Gallon Drum Steel, New-Open Top	\$10	
55 Gallon Drum, Steel, Recon-Closed Top	\$65	
55 Gallon Drum, Steel, Recon-Open Top	\$65	
55 Gallon Drum, Poly, Open Top, New	\$10	
55 Gallon Drum, Steel, Salvage, New	\$95	
85 Gallon Drum, Steel, Salvage, New	\$20	
85 Gallon Drum, Steel, Salvage Recon	\$18	
85 Gallon Drum, Poly, Salvage, New	\$21	
85 Gallon Drum, Poly Salvage, Recon	\$20	0

1 Cubic Yard, Non-Haz Box with Liner, Cover

1 Cubic Yard, Haz Box with Liner, Cover

All rates in US dollars.

\$75

\$95

RATES PER EACH

Initials _____

EMERGENCY RESPONSE FEE SCHEDULE – JANUARY 2018

PERSONNEL

- Personnel rates apply to personnel performing labor in support of the contract work (whether performed on-site or off-site). Rates stated are per person, per hour with a four (4) hour minimum per person, per day.
- When an overnight stay is not required, but the work day exceeds 12 hours, a meal allowance of \$50.00/day/person will apply.
- All personnel are billed portal-to-portal.
- Personnel will be billed at the corresponding rate stated herein for the time required to mobilize and restock all vehicles and equipment used in the performance of the contract.
- Standard hours are 8:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of designated holidays.
- Non-standard hours are all hours worked before 8:00 a.m. and after 4:00 p.m., Monday through Friday and any work performed on Saturday. Labor performed during nonstandard hours will be billed at one and one-half (1.5) times the rates set forth herein.
- Sunday and holiday hours will be two (2) times the rates set forth herein. Designated holidays are all designated "Federal Holidays" in addition to the day after Thanksgiving.

TANKS, CONTAINERS, PUMPS & HOSES

 Any tanks, containers, pumps and hoses that require clean out or wash out will be charged at cost plus markup. Clean out charges will be based upon actual contents left in tank (clean out plus disposal). Replacement parts do not include labor. Repairs for damages or missing parts will be invoiced on a time-and-material based cost plus markup.

PROFESSIONAL DOCUMENTATION

 Reports- A minimum fee of \$250 will be charged per project for any regulatory required reports. Personnel rates apply to personnel for additional time used in the course of performing administrative support billed at hourly rate of personnel preparing the report(s), whether performed on-site or off-site.

EQUIPMENT

- All scheduled rates are exclusive of operators/drivers. Labor rates will be charged in accordance with the applicable category in the Personnel section.
- Equipment listed on the Schedule of Rates, but procured from outside vendors, "Rental Equipment", will be billed at the rental cost plus markup in lieu of the rate shown.
- For purposes of computing daily rates charges, the term "daily" denotes up to 12 hours in a single calendar day, unless otherwise noted. Any time worked in excess of 12 hours in a calendar day will be invoiced as an additional day.
- A four (4) hour minimum will apply to all equipment.
- Transportation permits for oversized equipment and/or loads will be charged at cost plus markup.
- Cleaning, repairing and rebuilding pumping equipment will be invoiced at cost plus markup.

FUEL RECOVERY

• A fuel recovery fee will be added to the final invoice price for all transportation, disposal and fuel consuming equipment charges at the prevailing rate at the time work is performed.

SUBCONTRACTORS, EXPENDABLES & ADDITIONAL EQUIPMENT

- All third party rental equipment, subcontract services, materials, air fare and supplies not otherwise on this schedule will be billed at cost plus markup.
- Cleaning, repair or replacement charges will be assessed for equipment contaminated or damaged in performance of services. Equipment contaminated or damaged beyond repair will be charged at actual replacement cost plus markup.
- Unless otherwise designated, "Cost Plus," "Plus Markup," or "Cost plus Markup" will be charged at USE cost plus twenty-two percent (22%).

All rates in US dollars.

Initials



March 5, 2018

Dear Mr. Saranen:

SALES QUOTE

QUOTE #: COMPANY: ADDRESS:	
CONTACT: PHONE: EMAIL:	

03052018BBEB Ford Dam 7272 Bridge Road Ypsilanti, MI 48198 Michael Saranen 734-454-990 msaranen@ytown.org

US Ecology, Inc. is a leading North American provider of environmental services to commercial and government entities. We address the complex waste management needs of our customers, offering treatment, disposal and recycling of hazardous and radioactive waste, as well as a wide range of complementary field and industrial services. US Ecology's 60 years of experience and focus on safety, environmental compliance, and customer service, enable us to reliably and cost effectively meet the needs of our customers.

<u>US Ecology's Field & Industrial Services (FIS)</u> group is one of the nation's largest industrial services operations employing state of the art technology to offer innovative environmental solutions. USE takes pride in managing the most challenging environmental problems for customers in the steel, petrochemical, municipal, automotive, manufacturing, and other industrial sectors. Specialized services include: tank and oil processing featuring robotic cleaning and decanter centrifuge systems, ultra high pressure water blasting, CIPP sewer lining replacement, video inspection, and industrial cleaning featuring hydro excavation and turbo vacuum services. These services are supported by an extensive fleet comprised of Turbo Vac Trucks, roll-off/vacuum containers, 21,000 gallon Frac Tanks, along with drum and bulk transportation capabilities for both solid and liquid waste.

We understand you need a professional, integrated field and industrial services provider, and we have designed this project to meet these needs. Our best-in-class customer service leverages US Ecology's industry leading capabilities and will allow us to deliver the strongest solution available in the market today. We look forward to supporting you on this project!

SCOPE OF WORK:

US Ecology hereinafter USE will provide one (1) two man confined space rescue crew, confined space equipment, two (2) supply trucks and all the PPE to provide confined space rescue services as discussed on Monday February 26th. US Ecology hereinafter USE will provide one (1) three man confined space rescue crew, confined space equipment, two (2) supply trucks and all the PPE to provide confined space rescue services as discussed on Monday February 26th. Please note that follow price is an estimate and all work will be billed out at time and material rates. The quote below is based on work performed during normal business hours Monday thru Friday. Any worked performed during Saturday or Sunday will be billed at standard overtime and double time rates.

FACILITY: N/A

TREATMENT TYPE: N/A

RATES:



Equipment, Personnel, PPE, and Fuel Surcharge	(2 man crew)	\$235.25/hour
Equipment, Personnel, PPE, and Fuel Surcharge	(3 man crew)	\$299.00/hour
ADDITIONAL CHARGES:		4 hr 2 man \$ 941
Fuel – included Insurance - included Energy - included		4 hr 3 man \$ 1,196 8 hr 2 man \$ 1,882 8 hr 3 man \$ 2,392
TERMS & CONDITIONS		

This quote is valid for 90 days, and is subject to execution of US Ecology's standard contract which governs the services described herein. After expiration of this quote, the offer to perform services, and the prices, are subject to change or withdrawal. In the event of any conflict between the terms in this quote and those contained in the contract covering these quoted services, the terms of the contract shall govern. Payment terms are net 30 days.

INDUSTRIAL SERVICES TERMS AND CONDITIONS:

- A four (4) hour minimum and portal to portal charges apply to all equipment and personnel. Loading, unloading and cleaning of project specific materials and/or supplies, together with all regulatory preparation time shall be included in portal to portal charges.
- A fuel surcharge based on weekly national average fuel prices will apply to all diesel powered equipment unless quoted otherwise, in addition to quoted prices.
- Equipment, personnel, and disposable materials which are not detailed in this quote but become necessary to perform the work, will be charged at quoted rates or at cost plus 15% if not quoted.
- In the event that the scope of work changes from that specified above, extra work shall be billed at mutually agreed upon rates and shall be in addition to the base quotation. Rates shall be agreed upon before changes are performed.
- Straight time hours are Monday-Friday from 8 a.m. to 4 p.m.; Overtime hours [1½] are over 8 hours weekdays and Saturday; Sundays and Holidays are double time.
- Expenses related to waiting time at the work site or work stoppage outside of USE's control will be the responsibility of the customer and will be billed at guoted rates or at cost plus 15% if not guoted.
- Washout/clean-out charges for tankers and/or containers shall be billed at quoted rates or at cost plus 15% if not quoted.
- A 10% Energy, Insurance and Recovery (EIR) Fee will apply to all waste treatment and disposal fees.

Thank you for this opportunity – US Ecology appreciates your interest in our services. I believe this quotation meets your specifications but please contact me if you have any questions. US Ecology is prepared to proceed with the above described work upon confirmation or execution of an appropriate contract and subsequent issuance of your purchase order. <u>Please</u> <u>print and sign this quote</u> to confirm your acceptance and fax or email it to the location below.

US ECOLOGY SALES REPRESENTATIVE: Robert Beckman- Senior Account Executive Phone: (734) 634-6776 ~ Fax: (734) 521-8140 robert.beckman@usecology.com



CUSTOMER REPRESENTATIVE:	Name:	Title:

Signature:_____Date:_____



SALES QUOTE

	QUOTE #: COMPANY: ADDRESS:	03052018BBEBaa Ford Dam 7272 Bridge Road Ypsilanti, MI 48198
March 5, 2018	CONTACT: PHONE:	Michael Saranen 734-454-990
Dear Mr. Saranen:	EMAIL:	msaranen@ytown.org

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We understand you need a professional, integrated field and industrial services provider, and we have designed this project to meet these needs. Our best-in-class customer service leverages US Ecology's industry leading capabilities and will allow us to deliver the strongest solution available in the market today. We look forward to supporting you on this project!

SCOPE OF WORK:

US Ecology hereinafter USE will provide one (1) Power Vac (T-13) with Operator, three (3) Field Technician, one (1) Supervisor, one (1) stake truck, 10,000 PSI waterblaster and all the PPE to clean turbine room as discussed on February 26th. USE will be entering a confined space. The nonhazardous material will be left onsite. Please note that follow price is an estimate and all work will be billed out at time and material rates. The quote below is based on work performed during normal business hours Monday thru Friday. Any worked performed during Saturday or Sunday will be billed at standard overtime and double time rates.

FACILITY: N/A

TREATMENT TYPE: N/A

RATES:



	Total		Volume	
Washout	\$450.00	per truck	1	\$450.00
Tank Cleaning	\$457.00	per hour	10	\$4,570.00
Estimated Total				\$5,020.00

ADDITIONAL CHARGES:

Fuel – included Insurance - included Energy - included

TERMS & CONDITIONS

This quote is valid for 90 days, and is subject to execution of US Ecology's standard contract which governs the services described herein. After expiration of this quote, the offer to perform services, and the prices, are subject to change or withdrawal. In the event of any conflict between the terms in this quote and those contained in the contract covering these quoted services, the terms of the contract shall govern. Payment terms are net 30 days.

INDUSTRIAL SERVICES TERMS AND CONDITIONS:

- A four (4) hour minimum and portal to portal charges apply to all equipment and personnel. Loading, unloading and cleaning of project specific materials and/or supplies, together with all regulatory preparation time shall be included in portal to portal charges.
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US ECOLOGY SALES REPRESENTATIVE: Robert Beckman- Senior Account Executive

print and sign this quote to confirm your acceptance and fax or email it to the location below.



Phone: (734) 634-6776 ~ Fax: (734) 521-8140 robert.beckman@usecology.com

CUSTOMER REPRESENTATIVE:

Name:______Title:______

Signature:_____Date:_____

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2018-08

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, July 20, 2018 from 6:30 p.m. to 7:15 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

Run Oberun <u>5</u>K



Wierd's Orchard

Merritt Rd

Rolling Hills County Park

START •

[SPF-NOSPF] Oberun - Road Crossing Application

From :mandy@rfevents.com Tue, Mar 20, 2018 04:17 PM
Subject :[SPF-NOSPF] Oberun Road Crossing
 Application
To :'Lisa Garrett'
 <lgarrett@ytown.org>

External images are not displayed. <u>Display images below</u>

Hi Lisa – This a request for the summer event.

This event was a huge highlight last year and we were able to donate more than \$10,000 to the Friends of the Border to Border Trail!

We are looking to get put on the list for Board approval for an upcoming meeting

This is our 2nd year doing this event.

We will be submitting our permit application to Wash Co soon and they will need Ytown board approval.

Event: Oberun 5K

Date: Friday, July 20, 2018

Start/Finish & parking: Wiard's Orchard

Distances: 5k

Expected # of participants: 2,500

Map: Attached, the only road we go on is Merritt and this is only to cross from Wiard's Orchard to Rolling Hills.

Time Frame: 5K will start at 6:30pm. All runners will be across and back into Wiards by 7:15pm.

The race benefits Karen's Trail/Friends of the Border to Border Trail

There will be course marshals at the road crossing to ask traffic to hold until runners cross.

There will also be "Runners on Road" crossing signs to warn vehicles before they get to the runners.

Randal Step, owner of R.F. Events, as the official designee for this event

Please let me know what other information you need. Thank you for turning this around to WCRC for this event.

Thank you!

Mandy

Mandy Hetfield RF Events 5700 Jackson Rd Ann Arbor, MI 48103

Charter Township of Ypsilanti

Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2018-09

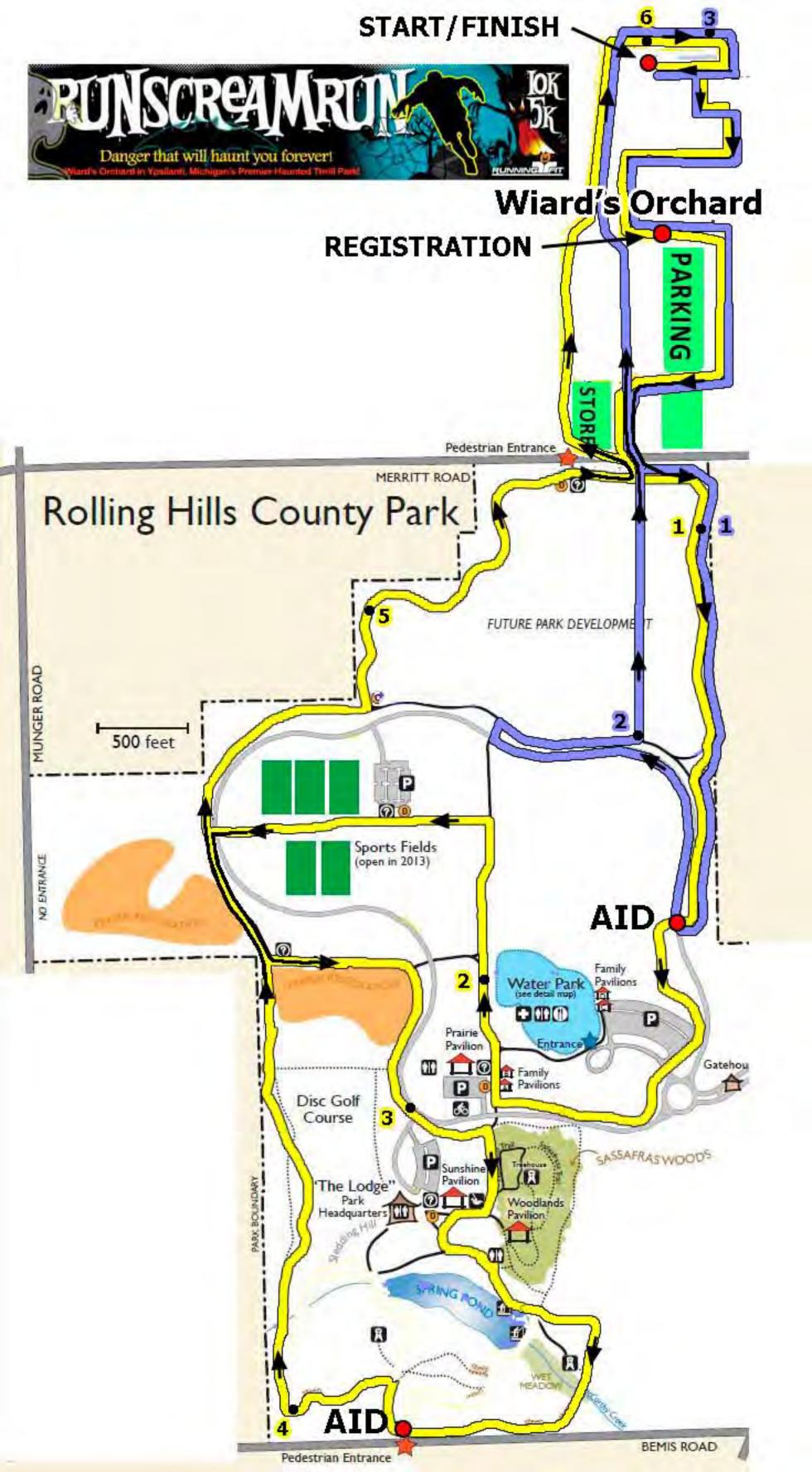
RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 13, 2018 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K, 10K and Kid's Mile to benefit the March of Dimes of Southeastern Michigan.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



Zimbra

[SPF-NOSPF] Run Scream Run - Road Crossing Application

From : mandy@rfevents.com Tue, Mar 20, 2018 04:15 PM
Subject : [SPF-NOSPF] Run
Scream Run - Road
Crossing Application
To : 'Lisa Garrett'
<lgarrett@ytown.org>
External images are not displayed. Display images below

Hi Lisa –

We are looking forward to another great event! Getting this to you early, and I am going to send you a second request for our summer event.

We are looking to get put on the list for Board approval in an upcoming meeting.

This is our 8th year doing this event and everything has always worked out great!

We will be submitting our permit application to Wash Co soon and they will need Ytown board approval.

Event: Run, Scream, Run

Date: Saturday, October 13, 2018

Start/Finish & parking: Wiard's Orchard

Distances: 5k/10k, Kid's Mile (1 Mile will cross into Rolling Hills)

Expected # of participants: 2,000

Map: Attached, the only road we go on is Merritt and this is only to cross from Wiard's Orchard to Rolling Hills.

Time Frame: 5k/10k will start together at 8:30am first runners can be expected in Rolling Hills shortly after that. All races should be finished and packed up by 11:00am

The race once again benefits March of Dimes of SE Mich.

There will be course marshals at the road crossing to ask traffic to hold until runners cross.

There will also be "Runners on Road" crossing signs to warn vehicles before they get to the runners.

Randal Step, owner of R.F. Events, as the official designee for this event

Please let me know what other information you need. Thank you for turning this around to WCRC for this event.

Thank you!

Mandy

Mandy Hetfield RF Events 5700 Jackson Rd Ann Arbor, MI 48103

Charter Township of Ypsilanti

Charter Township of Ypsilanti

Community Match Funding Proponent

Organization Name: _Ypsilanti Township_ Key Contact Name: _Brenda Stumbo/Karen Lovejoy Roe_

Address: ____7200 S. Huron River Dr.__

Email: <u>bstumbo@ytown.org /klovejoyroe@ytown.org</u> Telephone: <u>734.484.4700</u> Community Tourism Action Plan Formal plan attached as of <u>March</u>, 2018

Identification of Priority CTAP Projects/Programs for Funding (must match itemized budget provided)

PROJECTS/PROGRAMS TO BE FUNDED	TOTAL PROJECT Investment (including in-kind)	WCCVB Contribution (UP to \$10,000)	PROPONENT MATCH (Min. 20%)	IN-KIND SERVICES & Contributing Partners (if applicable, including amount)
1. Wayfinding Signage	\$12,000	\$10,000	\$2,000	\$
2.	\$	\$	\$	\$
3.	\$	\$	\$	\$
4.	\$	\$	\$	\$
TOTAL	\$12,000	\$10,000	\$2,000	

In your supporting documents please provide the following (maximum of 2 pages)

- Narrative description of project(s) to be funded.
- How does your 2018 project(s) meet goals/objectives of the WCCVB Strategic Plan?
- How does your 2018 project(s) relate to your CTAP Master Plan? Include updated CTAP Master Plan.
- How will project(s) be sustainable year after year?
- Name all matching (minimum of 20%), in-kind and additional partners for project(s), both pending and confirmed.
- How will the Washtenaw County Convention and Visitors Bureau be recognized with project(s)?
- Total project(s) budget provided on WCCVB Budget Sheet.
- Supporting documents, diagrams, photos, letters of support/permissions, etc. (if applicable)

Signed Proponent Agreement

We agree to the terms and conditions of the CTAP funding process and required documentation as noted in the previous program description.

@ Dated March 27, 2018 Authorized Signature De Karen Print Name Brenda Stumbo/Karen Lovejoy Roe

CTAP Application Approval

WCCVB CTAP Committee Chair Signature

Dated

*Please email or mail completed form to: Danielle Fergus <u>dfergus@annarbor.org</u> Washtenaw County Convention and Visitors Bureau 315 W. Huron St. Suite 340 Ann Arbor, MI 48103 Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

Charter Township of Ypsilanti

Washtenaw County Convention and Visitors Bureau-Community Tourism Action Plan

(CTAP) Program

2018 Application for Community Tourism Partnership Funding

Charter Township of Ypsilanti

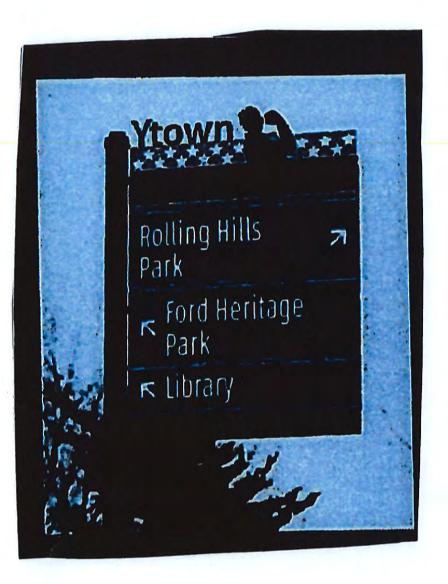
The Charter Township of Ypsilanti is one of several entities working together to improve the visitor experience to the Ypsilanti Area by helping both pedestrians and vehicles navigate to their desired destinations, increase community identity, support and enhance the community's sense of place, and to create an overall unified multi-layered signage and wayfinding environment in the greater Ypsilanti area. The Wayfinding Phase II Project will continue to assist in destination development for the greater Ypsilanti Community including Ypsilanti Township for visitors and tourists.

In collaboration with other project partners including the City of Ypsilanti, Washtenaw County Parks and Recreation, Washtenaw Community College, Eastern Michigan University and St. Joseph Mercy Hospital, Ypsilanti Township will be investing in the Wayfinding and Signage Phase II project for 2018. Ypsilanti Township is seeking \$10,000 in direct funding from the Community Tourism Partnership Funding and will be providing a match of \$2,000 in Ypsilanti Township funds for the purchase and installation of destination plaques on signs to be located throughout Ypsilanti Township. The estimated cost share obligation for Ypsilanti Township is \$10,000.

A Directional Signage Map is attached displaying proposed locations for Phase II and the current locations for Phase I signs. The total estimated cost is \$146,680.00 for the destination plaques and signs to be designed, fabricated and installed throughout the Ypsilanti Community, in the City and Township of Ypsilanti.

The Phase II Wayfinding signs will assist visitors and tourists seeking recreation and adventure travel destinations within Ypsilanti Township that were identified in Ypsilanti Township's Community Tourism Action Plan as a critical factor for community tourism success. These areas include the Vietnam Veterans Memorial, EMU Rowing, Green Oaks Golf Course, Library, Ford Lake, Hewen's Creek Park, Rolling Hills Park, Ypsilanti Township Community Center, North Hydro Park, Ford Heritage Park, Lakeside Park, Willow Run Airport and Yankee Air Museum. The Wayfinding Signs will be sustained and maintained by Ypsilanti Township into the future and will be memorialized in a legal contract between the Washtenaw County Road Commission and Ypsilanti Township. The Washtenaw County Convention and Visitors Bureau will be credited for the Wayfinding Project through township board meeting minutes, public announcements, and social media postings on Ypsilanti Township Facebook and Twitter sites along with postings on the Ypsilanti Township website at ytown.org and at a ribbon cutting promotional event once the signs are all installed.

The Community Tourism Partnership Funding for the Wayfinding Project is a perfect project meeting the mission of the Washtenaw County Convention and Visitors Bureau of strengthening relations with local organizations to be a more profound community advocate and promoter. The Wayfinding Project can only be completed through strong collaboration and partnerships in the greater Ypsilanti Area. The artistic and beautiful signs advocate and promote a variety of recreation and adventure travel destinations in the Ypsilanti area. The Wayfinding Project is an example of the Ypsilanti Area responding to tourism trends and exploring new opportunities for destination development through increased community identity across jurisdictional lines and assisting in creating a sense of place, establishing who we are and celebrating our diverse geography and plentiful places for fun and adventure.



OTHER BUSINESS