

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 REGULAR BOARD MEETING**

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

JoAnn McCollum, Township Resident thanked the board for supporting the community. She said she would like to thank Trustee Monica Ross-Williams her involvement with trying to help section 8 voucher recipients purchase their own homes.

CONSENT AGENDA

A. MINUTES OF THE APRIL 2, 2019 WORK SESSION AND REGULAR MEETING.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 16, 2019 IN THE AMOUNT OF \$1,010,175.25**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2019 IN THE AMOUNT OF \$57,067.56**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2019 IN THE AMOUNT OF \$1,112.50**

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

The motion carried unanimously.

C. MARCH 2019 TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Trustee Jimmie Wilson to Approve the March 2019 Treasurer's Report.

The motion carried unanimously.

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ATTORNEY REPORT

A. GENERAL LEGAL UPDATE – given in the Work Session

NEW BUSINESS

- 1. REQUEST APPROVAL OF CONTRACT WITH YPSILANTI TOWNSHIP FIREFIGHTERS LOCAL 1830 UNION WITH A TERM ENDING DATE OF DECEMBER 31, 2019 WITH A FORMAL BUDGET AMENDMENT BROUGHT BACK TO THE NEXT BOARD MEETING**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve the Contract with Ypsilanti Township Firefighters Local 1830 Union with a Term Ending Date of December 31, 2019 with a Formal Budget Amendment Brought Back to the Next Board Meeting (see attached).

The motion carried unanimously.

- 2. REQUEST APPROVAL OF UPDATED SOCIAL MEDIA POLICY AND CELL PHONE POLICY TO BE INCLUDED IN THE TOWNSHIP POLICY AND PROCEDURE MANUAL WITH THE ADDITION OF THE COMMENTS FROM THE WORK SESSION BEING INCLUDED**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Updated Social Media Policy and Cell Phone Policy to be Included in the Township Policy and Procedure Manual With the Addition of the Comments from the Work Session Being Included (see attached).

The motion carried unanimously.

- 3. REQUEST APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN A NOT TO EXCEED AMOUNT OF \$26,899.00 AND TO APPROVE THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Grant Application to the Washtenaw County Brownfield Redevelopment Authority for an Environmental Assessment Grant in a not to Exceed Amount of \$26,899.00 and to Approve the Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grant Agreement (see attached).

The motion carried unanimously.

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- 4. REQUEST TO APPROVE AGREEMENT WITH TETRA TECH FOR A PHASE I ENVIRONMENTAL SITE ASSESSMENT UPDATE AND HAZARDOUS BUILDING MATERIALS SURVEY FOR THE COMMUNITY CENTER IN THE AMOUNT OF \$28,701.00 TO BE BUDGETED IN LINE ITEM 212-970-000-976-008 CONTINGENT ON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with Tetra Tech for a Phase I Environmental Site Assessment Update and Hazardous Building Materials Survey Proposal for the Community Center in the Amount of \$28,701.00 to be Budgeted in Line Item 212-970-000-976-008 Contingent on Approval of the Budget Amendment (see attached).

The motion carried unanimously.

- 5. REQUEST APPROVAL OF AGREEMENT WITH FRIENDS OF RUTHERFORD POOL IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM 101-956-000-882-004 WITH TERM ENDING SEPTEMBER 30, 2019**

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Agreement with Friends of Rutherford Pool in the Amount of \$5,000.00 Budgeted in Line Item 101-956-000-884-004 with Term Ending September 30, 2019 (see attached).

The motion carried unanimously.

- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 6934 POPLAR IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action to Abate Public Nuisance Drug Houses by Padlocking Located at 6934 Poplar in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

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- 7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1474 ECORSE RD. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams the Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Nuisance for Property Located at 1474 Ecorse Rd. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023

The motion carried unanimously.

- 8. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF TWO (2) NEW WOOD POLES, ONE (1) 58w LED LEOTEK FIXTURE, AND ONE 17'6" ARM TO BE LOCATED AT ONANDAGA AVE. AND THE SERVICE DR. IN THE AMOUNT OF \$2,696.06 TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND THAT WE NOTIFY THE HOMEOWNER**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Authorization of Purchase Agreement with DTE for the Installation of Two (2) New Wood Poles, One (1) 58w LED Leotek Fixture, and One 17'6" ARM to be located at Onandaga Ave. and the Service Dr. in the Amount of \$2,696.06 to be Budgeted in Line Item Budgeted in Line Item #101-956-000-926-050 Contingent Upon Approval of the Budget Amendment and we notify the homeowner (see attached).

The motion carried unanimously.

- 9. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, MAY 21, 2019 AT APPROXIMATELY 7:00PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFFS CONDOS**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Set a Public Hearing Date of Tuesday, May 21, 2019 at Approximately 7:00PM – Creation of Security Camera Special Assessment District #074 for the Cliffs Condos.

The motion carried unanimously.

- 10. BUDGET AMENDMENT #7**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #7 (see attached).

The motion carried unanimously.

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AUTHORIZATION AND BIDS

- 1. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL TO SEEK SEALED BIDS FOR GENERATOR REPLACEMENT AT THE LAW ENFORCEMENT CENTER**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Approval to Seek Sealed Bids for Generator Replacement at the Law Enforcement Center.

The motion carried unanimously.

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

The meeting was adjourned at approximately 7:16PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ARTICLE 27 - WAGES

Management Proposal 3-20-2019

Section 1 – Wage Schedule

Each employee upon ratification will receive the following base wage change:

	2016	2017 3%	2018 2.5%	2018 .5%	2019 3%
Firefighter start	.42	.44	.38	+.08	.46
Firefighter 1 Year	.45	.47	.40	+.08	.50
Firefighter 2 Year	.48	.50	.43	+.09	.53
Firefighter 3 Year	.51	.53	.45	+.09	.56
Firefighter 4 Year	.54	.56	.48	+.10	.59
Firefighter 5 Year	.57	.59	.51	+.10	.63
Lieutenant	.64	.65	.56	+.12	.69
Captain	.67	.69	.59	+.12	.73
Fire Marshal	1.03	1.06	.91	+.19	1.13

The base hourly shall be as follows:

	2016	2017	2018	2018 +.5%	2019 3%
Firefighter start	14.56	15.00	15.38	15.46	15.92
Firefighter 1 Year	15.59	16.06	16.46	16.54	17.04
Firefighter 2 Year	16.62	17.12	17.55	17.64	18.17
Firefighter 3 Year	17.65	18.18	18.63	18.72	19.28
Firefighter 4 Year	18.68	19.24	19.72	19.82	20.41
Firefighter 5 Year	19.71	20.30	20.81	20.91	21.54
Lieutenant	21.82	22.47	23.03	23.15	23.84
Captain	22.98	23.67	24.26	24.38	25.11
Fire Marshal	35.37	36.43	37.34	37.53	38.66

The Ypsilanti Township Board will be seeking a millage in 2018 to fund Capital Improvements for the fire department. When the millage passes, Local 1830 members will receive a .5% retroactive wage escalator dating back to January 1st 2018.

Upon ratification of 2019 extension employees will receive a 3% wage increase for the remainder of 2019. Employees will also receive a lump sum 3% retro from January 1, 2019 thru ratification of extension.

ARTICLE 27 – WAGES (con't)

Management Proposal 3-20-2019

For purpose of clarification, new hires during the eighty hour orientation program (2 weeks /40-hour shift) shall be paid based on an hourly wage rate equivalent to a 53-hour work week at start wage divided by 40 hours. (Ex: $\$14.56 \times 53/40 = \19.29 per hour).

Section 2 – Longevity Pay – for Employees hired before 1/1/2014

Employees in addition to their base hourly rates shall receive longevity pay as follows:

Five (5) years of service	-	\$.39 per hour
Ten (10) years of service	-	\$.78 per hour
Fifteen (15) years of service	-	\$1.16 per hour
Twenty (20) years of service	-	\$1.55 per hour

- (a) Employees shall become eligible to earn their longevity steps on the completion of each five- (5) years of service.
- (b) Employees who become eligible to receive the longevity pay shall receive such longevity increment on the first pay next following the anniversary date in which said employee becomes eligible.

Longevity Pay – for Employees hired after 1/1/2014

Longevity pay shall be paid out as a flat fee, based on years of service and not rolled into base wage. Longevity will be payable with December bills each year. First time payments at each step will be prorated from the anniversary date.

Five (5) years of service	-	\$500.00 annually
Ten (10) years of service	-	\$1,000.00 annually
Fifteen (15) years of service	-	\$1,500.00 annually
Twenty (20) years of service	-	\$2,000.00 annually
Twenty-five (25) years of service	-	\$2,500.00 annually

ARTICLE 27 – WAGES (con't)

Management Proposal 3-20-2019

Section 3 - Training Increments for employees hired before 1/1/14

Employees who achieve and maintain the following levels of training, licensure or certification shall receive in addition to their base hourly rate the following pay:

EMT .44 per hour

Associate Degree or Bachelor Degree in Fire Prevention, Fire Administration, or
Public Safety Administration .34 per hour

Section 4

Any employee required to work in a capacity above their normal rank shall be compensated accordingly.

ARTICLE 39 – INSURANCE

Management Proposal 3-20-2019

Section 1

The Township shall obtain and pay the full cost of providing term life insurance in the amount of \$35,000 death benefit for all employees who have completed ninety-days of employment. This insurance shall include coverage for accidental death and dismemberment.

Section 2

Effective January 1, 2018, and in conjunction with the “Letter of Agreement” the employee health care insurance coverage will be the following:

- Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue RX Prescription Drug Rider. The Township will provide a benefits card to pay for In-Network deductibles of up to \$3,250/per person and up to \$6,450/per family. In addition, the Township will provide an additional \$1,000/per person and \$2,000/family of \$10 generic/\$60 Brand name coinsurance for prescription drugs. The benefit card will be paid for by the Township through a Healthcare Reimbursement Account established by the Township.
- ~~As of January 1, 2018, employees receiving health care insurance will contribute \$75.00/per pay period toward their health care premium, unless otherwise specified within the relevant bargaining agreement or employment contract.~~ **Employees receiving health care insurance will contribute on the first two pays of each month toward their health care premium. The 2019 extension contributions will be as follows: Single Coverage = \$25.00/per pay; Two Person Coverage = \$50.00/per pay; Family Coverage = \$75.00/per pay**
- Vision insurance at level currently provided through VSP Vision Plan with premium paid by the Township.
- Dental Coverage at level currently provided through Delta Dental with premium paid by the Township.

ARTICLE 39 – INSURANCE (con't)

Management Proposal 3-20-2019

It is understood and agreed that the parties will review on an annual basis the coverage's provided revising levels if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan complies with the then current requirements of state law.

Employees hired after 1/1/2014

~~Employees hired after January 1, 2014 will be offered individual health care coverage paying the then current employee contribution (\$75.00 per pay as of 1/1/18). In addition, if the employee elects coverage for dependents they will be required to pay 20% of the difference between the single rate premium and elected dependent premium.~~

Employees will contribute \$50.00 per pay with a ~~matching~~ **\$100.00** contribution from the Township Fire Fund to be applied to a Health Care Savings Program in the employee's name for future health care cost as retiree health care will not be provided. *See Article 42, Section 5 for additional information.

Section 3

The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under the health insurance of their spouse, significant other, or another employer. These employees who chose to withdraw shall receive annually a \$3,000.00 payment in lieu of health insurance. This payment shall be made in two installments: one in ~~March~~ **June** and one in ~~October~~ **December (Note: The first installment for 2019 will be in March).** ~~To participate in this plan, the employee must notify the Employer prior to March 1 of each year and provide verification of the alternative coverage.~~

If the employee has a "life event" as defined in section 125 of the Internal Revenue Code, they shall notify the Township Human Resources Department immediately and will be returned to the Township coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. The employee shall refund to the Township a pro rata amount of their payment based on when the employee is returned to the regular coverage. If for any reason their plan shall jeopardize the tax-exempt status of the health benefits for other

ARTICLE 39 - INSURANCE (con't)

Management Proposal 3-20-2019

employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

Section 4

There shall be no double coverage of employees. If the spouse of an employee covered by this collective bargaining agreement is also a Township employee, they must choose which coverage to be under, as they will not receive both. They will receive the \$3,000.00 annual payment in lieu of the second health care coverage, once they are outside of the second coverage.

Section 5

An employee who has a disabled person(s) other than their spouse or eligible dependent children who are either related to the employee by blood or marriage and who live in the home of the employee and qualify as a dependent for purposes of the employee's federal income tax, shall have made available to them a rider for "Sponsored Dependent" health care coverage as provided by the employees' selected health insurance carrier. This coverage shall be provided at the expense of the employee with payment due by the fifth of the month prior to the month of coverage.

ARTICLE 42 – RETIREMENT
MANAGEMENT PROPOSAL 3-20-2019

Section 1

All employees of the Ypsilanti Township Fire Department shall be covered under Act 345 of the Public Acts of 1937, as amended.

Section 2

All employees of the Ypsilanti Township Fire Department may retire upon written notice to the Human Resources Department and copied to the Retirement Board, after completing twenty-five (25) years of credited service with the Ypsilanti Township Fire Department, as described in Act 345 of the Public Acts of 1937, as amended. The figure of 3% shall be used to compute the retirement benefits of the retiree hired before January 1, 2014. Employees hired **after January 1, 2014** the figure of 2.35% shall be used to compute the retirement benefits of the retiree. Employees shall be entitled to the Military Service Credit as provided in Act 345. Final Average Compensation shall be calculated on the three- (3) years of highest annual compensation received by an employee during the ten- (10) years of service immediately proceeding retirement.

Section 3

All employees shall contribute ten (10) percent of gross earnings to retirement. Six (6) percent of the employee contribution shall be directed to the Retirement Fund and Four (4) percent of the employee contribution shall be directed to the Firefighters Public Employee Health Care Fund. To the extent that the current annual actuarial valuation of the Retirement Fund indicates that the employee contributions to the Retirement Fund are not required to fund all pension benefits provided under Act 345 and this Agreement, the employee contributions required under this Section 3 will be paid to the Public Employee Health Care Fund established by the Township under Act 149 of the Public Acts of 1999 to fund retired firefighters' health care benefits. The above stated provision shall be in effect for the duration of this collective bargaining agreement.

ARTICLE 42 – RETIREMENT (con't)
MANAGEMENT PROPOSAL 3-20-2019

Section 4

For all employees who retire after January 1, 1989, the Township shall provide life insurance in the amount of \$35,000.00 without accidental death and dismemberment until the employee reaches age 65. At age 65, the life insurance benefit shall be reduced to a \$5,000.00 death benefit only.

Section 5

Employees, who retire after January 1, 1989 shall continue to receive the health care coverage listed in this Agreement. The Township shall pay for this coverage if not provided by the Retirement Fund. At age 65, the Township shall provide these employees only with a Medicare tie-in benefit instead of the health care coverage in Article 39. The Township shall provide health care coverage per Article 39 for the employee's spouse and dependents at the time of retirement until the death of the employee. Upon death of an employee who retires January 1, 2005 or thereafter, the Township shall continue to provide health care coverage for the surviving spouse and eligible dependent children until 19-years of age, provided the surviving spouse is eligible for pension survivor benefits. If the employee's spouse reaches age 65, the Township shall provide the spouse with the above Medicare tie-in benefit.

The full cost of the health care benefits for retired employees shall be paid from a Public Employee Health Care Fund established by the Township under Act 149 of the Public Acts of 1999. For purposes of Act 345, the Act 149 Public Employee Health Care Fund is treated as part of the Retirement Fund. These health care benefits shall be considered included in the “pensions and benefits payable” from the Retirement Fund for purposes of Act 345. The Act 149 Public Employee Health Care Fund will be funded in the same manner as the pension benefits are currently funded, from appropriations by the Township and employee contributions authorized by Act 345.

ARTICLE 42 – RETIREMENT (con't)

Management Proposal 3-20-2019

Employees hired **after January 1, 2014** will not be eligible for retiree health care. Employees will contribute \$50.00 per pay with a **matching \$100.00** contribution from the Township Fire Fund to be applied to a Health Care Savings Program in the employee's name for future health care cost with a 10-year vesting for purposes of retirement, on the employer contribution. **(Please note – for employees hired after 1/1/14 this replaces the employee contribution currently being directed into the Firefighters Public Employee Health Care Fund)**

Section 6 – For employees hired before 1/1/2014

Deferred Retirement Option Plan: Upon attainment of regular service retirement eligibility of twenty-five (25) years of credited services, a member may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the Deferred Retirement Option Plan (DROP). The Deferred Retirement Option Plan adopted by the Ypsilanti Township Police & Firefighters' Retirement Board shall be a forward drop program limited to five (5) years and be designed to be cost neutral to the retirement fund.

- (a) **Election to Participate:** A member's election to participate in the DROP is irrevocable and they are not allowed to re-enter the retirement system as an active member. A DROP participant is not eligible for any additional retirement benefits (i.e., service credit, increases in FAC, etc.) or negotiated pension improvements. The DROP member will be eligible for all other negotiated contractual improvements outside of the pension system.

- (b) **Contributions:** Upon entry into the DROP, Employee contributions to the retirement system cease. Employees entering the DROP will continue to contribute toward the employee health care fund at the rate of the Non-DROP active employees (4% as of January 1, 2014).

ARTICLE 42 – RETIREMENT (con't)
MANAGEMENT PROPOSAL 3-20-2019

- (c) **Employee Status:** Participants in the DROP shall continue to work and shall be eligible for all contractual provisions afforded active employees including, but not limited to: wages, benefits, holiday pay, vacation leave, and sick leave.

- (d) **Final Average Compensation:** Upon entry into the DROP, the participant's Final Average Compensation shall be calculated and frozen. Members shall have the option of having up to fourteen (14) unused vacation days paid out to them. The unused vacation days can be banked over the fire fighters career. The vacation pay out shall be included in the calculation of the Final Average Compensation (FAC). The paid out vacation days shall be forfeited for use during the year for which they were awarded.

- (e) **Termination of Employment:** Drop participants shall be eligible for any terminal leave payments of vacation leave, sick leave and compensatory time paid out at their current wage rate.

Section 7

The DROP Program will not be available for any Fire Department **employee hired after January 1, 2014.**

Section 8

Medical Disability Retirement as described in act 345 of public act of 1937, as amended shall read:

Upon application a member with 5 or more years of service and who becomes totally and permanently incapacitated for duty by reason of a personal injury or illness occurring as a result of causes outside the course of the member's employment by the municipality may be retired by the retirement board. The member shall receive a disability retirement

ARTICLE 42 – RETIREMENT (con't)
MANAGEMENT PROPOSAL 3-20-2019

pension of 1.5% of the member's average final compensation multiplied by the number of years of service credited to the member. Effective January 1, 2016 once a member reaches 60 days prior to the anniversary of what would have been their 25th year of service they should notify, in writing, the Human Resource Department. At that time, the pension will be recalculated based on the multiplier rate that was in effect at the time the said member was deemed medically retired. It may take up to 60 days from the time of the notification for the recalculated change to be enacted.

NOTE: For additional information regarding retirement see Article 35.

Social Media Policy

The Charter Township of Ypsilanti understands that social media can be a fun and rewarding way for employees and/or elected officials to share their lives and opinions with family, friends and co-workers. Use of social media can also present certain risks and carry with it certain responsibilities. Employees and/or elected officials should adhere to the following guidelines in regards to social media:

Guidelines

Social media includes all means of communicating or posting information or content of any sort on the internet, including to one's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or chat room, as well as any other form of electronic communication. Each person is solely responsible for what he/she posts online.

I. Using Social Media During Work Hours

Personal use of social media during work hours (**outside of lunch**) is **not permitted** unless it is work related and authorized by a supervisor or department head. Employees and/or elected officials are not authorized to use Charter Township of Ypsilanti email addresses to register on social networks, blogs or other online tools utilized for personal use.

II. Using Social Media Outside of Work Hours

Employees and/or elected officials are required to maintain the confidentiality of the Charter Township of Ypsilanti and not post private or confidential information. No financial, sensitive or proprietary information about the Township Board, employees, residents, vendors or applicants is to be posted on any social media sites.

Any on-line conduct that adversely affects an employee, Township Board member, Township residents or the Township's business interests may result in disciplinary action, up to and including termination of employment.

Although employees are not to represent themselves as a spokesperson for the Charter Township of Ypsilanti. Township news that is deemed to be public information may be shared on personal pages.

Drafted: March 4, 2019

Cell Phone Usage Policy

The following is the Charter Township of Ypsilanti's policy regarding the use of electronic devices and applies to all employees and/or elected officials. Under this policy, the term "electronic device" is defined as any device that makes or receives phone calls, leaves messages, sends text messages, surfs the internet or downloads and allows for the reading of and responding to email. The Charter Township of Ypsilanti reserves the right to modify or update this policy at any time.

Township Issued Electronic Devices

The Charter Township of Ypsilanti may issue employees and/or elected officials an electronic device based on their position and scope of responsibilities, as well as the communication needs of the Township necessary to promote safe, productive and efficient operations of Township business. Each employee and/or elected official issued an electronic device is responsible for the condition, care and use of the device, which is primarily to be used for Township business. Occasional personal use is permitted as long as it does not interfere with daily business operations. Privacy will be governed by law.

The Charter Township of Ypsilanti has the right, at any time, to monitor and preserve communications that utilize the Township's networks in any way, including data, voicemail, telephone logs, internet use, network traffic, etc. to determine proper utilization and reserves the right to review and retain such records at its discretion to investigate any irregularities or violations of policy. Upon review, employees and/or elected officials may be requested to reimburse the Township for excessive irregularities. Employees and/or elected officials may use their Township issued electronic device(s) outside of their normal work schedule to receive and address work-related emergency calls. Use of other electronic device features outside of normal work hours requires advance authorization from the department director.

Personal Electronic Devices

Although discouraged, it's understood that personal use of electronic devices is sometimes necessary. Personal electronic devices should be silenced or set to vibrate mode during working hours so as not to disrupt the normal workflow. This includes but is not limited to: **social media activity**, personal phone calls and texting.

Should time-consuming personal business need to be conducted during business hours, the employee must receive prior-approval from their direct supervisor.

If personal device use causes repeated disruptions or a loss in productivity, the employee may become subject to disciplinary action.

In the event that abuse of the personal device policy become evident, this policy may be updated to further restrict use of personal devices during work hours.

Cell Phone Usage While Driving

The Charter Township of Ypsilanti is committed to ensuring the safety of employees **and/or elected officials**, as well as complying with all applicable laws.

If you must make or receive a call or use an electronic device while driving, a blue-tooth or hands-free device must be utilized. Where hands-free technology is not available, employees **and/or elected officials** are required to pull off to the side of the road and safely stop the vehicle.

Employees **and/or elected officials** who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Draft: March 4, 2019

DRAFT

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

This Environmental Assessment Grant Agreement (the "Agreement") dated May 3, 2019 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the Charter Township of Ypsilanti, (the "Grantee"), whose address is 7200 Huron River Drive, Ypsilanti, MI 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority captures Brownfield Administrative Fees from Tax Increment Revenues from active brownfield projects for the purpose of carrying out brownfield redevelopment activities, including to pay for reasonable and actual administrative and operating expenses of the Authority.
- B. The Authority established the "Environmental Assessment Grant Program" in 2017, and amended it on August 2, 2018 and April 4, 2019, in order to fund eligible Department Specific Activities, pursuant to Act 381, on prospective eligible brownfield sites within member communities.
- C. The Authority intends to utilize reserves within its Administrative Fees to fund the Environmental Assessment Grant Program.
- D. At the May 2, 2019 meeting, the Authority approved the expenditure of 100% of the costs to conduct eligible Department Specific Activities, up to \$26,899, for the property known as 2025 E. Clark Road, Ypsilanti Township Community Center, Tax ID# K-11-02-100-006, Ypsilanti, MI 48197 (the "Property").
- E. The Grantee wishes to utilize grant funds to conduct eligible Department Specific Activities, and the Authority will provide the grant fund under the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$26,899, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the TetraTech proposal No. _____ dated _____, 2019, sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.

2. Repayment – The provided grant funds shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.
3. Procurement of Eligible Activities – The Authority is bound to utilize Administrative fees captured in accordance with Act 381. Further, in establishing the Environmental Assessment program the Authority must be good stewards of the funds in ensuring they are utilized in the most cost-effective and efficient manner. Therefore, pursuant to the adopted Assessment Program Policy, the Grantee shall follow its own established procurement policies and procedures in arranging for the grant activities to be completed.
4. Authority to Conduct Work on Behalf of Grantee – At the request of the Grantee, the Authority may conduct the grant-funded assessment work on behalf of the Grantee. The Authority will follow applicable Washtenaw County procurement procedures to contract with qualified environmental consultants to complete the work. This may include a singular request for quotes for the work to be conducted. Or, procurement may entail a periodic public release of Request for Qualifications to pre-approve, in advance of any specific work needed, qualified environmental consultants, retaining those contractors on an on-going basis in order to expedite the necessary work to be completed.
5. Extension of Reliance of Environmental Reports to Authority and Assignees – Any and all reports, investigations, testing, and information generated wholly or partially utilizing funding through this grant program shall include the ability of the Washtenaw County Brownfield Authority and its assignees and/or designees, as determined by the Authority, to rely upon such reports, investigations, testing and information. Further, copies of any and all reports shall be provided to the Authority once completed, prior to any disbursement of grant funds.
6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to **\$26,899**.
7. Unspent Grant Funds – If the final cost of the eligible activities conducted is below the maximum award, remaining unspent grant funds will not be reimbursed, but rather revert back to fund reserves for use on other suspected brownfield sites.
8. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the Grant.

9. Grant Expiration – All Eligible Activities shall be completed within one year of this Agreement, unless the Authority grants an extension.

10. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. Grantee shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker’s Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee’s contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker’s Compensation, Motor Vehicle Liability, and Professional Liability.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations

- iii. Independent Contractors Coverage
- iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.

All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

11. Indemnification – To the extent permitted by Michigan law, the Grantee shall ensure its contractor shall indemnify and hold Washtenaw County and the Washtenaw County Brownfield Authority harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the Grantee’s negligent, grossly negligent and/or intentional acts or omissions under this Agreement.
12. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
13. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
14. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties’ written consent.
15. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
16. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
17. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

18. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
19. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
20. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
22. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
 Jeremy McCallion, WCBRA Chair

Date: _____

Attested to:

By: _____
 Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

Approve As to Form:

By: _____
 Curtis Hedger, Corporation Counsel

By: _____

_____, Grantee

BY: _____

PRINT NAME: _____

ITS: _____

Date: _____

Exhibits

Exhibit A – Proposal to Provide Environmental Consulting Services by TetraTech, dated
_____, 2019

DRAFT

EXHIBIT A

DRAFT



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made this 16 day of April 2019, by and between:

Tetra Tech, Inc.

710 Avis Drive, Suite 100, Ann Arbor, MI 48108

(hereinafter referred to as the "Consultant") and:

Charter Township of Ypsilanti,

7200 S. Huron River Dr., Ypsilanti, MI 48197

(hereinafter referred to as the "Client")

WHEREAS the Client requires that certain Services (the "Services") be provided by consultant as set forth in Work Authorization(s) signed by Client (a sample of which is attached hereto as Exhibit A). To the extent a Work Authorization conflicts with the terms of this Agreement, this Agreement shall control.

WHEREAS the Consultant possesses the necessary skills and experience to provide the required Services;

NOW THEREFORE the Client and the Consultant hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

The Contract (and the Contract Documents) shall be deemed to include:

1. Consulting Services Agreement
2. General Terms and Conditions of the Consulting Services Agreement
3. Consultant's Proposal
4. Work Authorization

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

ARTICLE 2 SCOPE OF SERVICES

The Scope of Services under this Agreement shall be as set out in the Consultant's Proposal(s) and subsequent Work Order(s), or as otherwise mutually agreed to by the Consultant and the Client in writing. It is the intention of this Agreement that the Consultant furnish all labor, materials, equipment, supplies, services, facilities, and all other things necessary to provide the required Services, except those items specifically stated as being furnished by the Client.

ARTICLE 3 SCHEDULE

The Consultant shall commence work promptly upon receipt of authorization to proceed, and shall proceed diligently and continuously to provide the Services in accordance with the schedule set out in the Consultant's proposal or otherwise mutually agreed to by the Consultant and the Client.

If any of the Services described in Article 2 hereof shall have been performed prior to execution of this Agreement by all parties hereto, and at the direction of the Client, then in such event, this Agreement shall take effect as of the date such Services actually commenced, and Consultant shall be reimbursed for all such costs incurred at the direction of the Client.

ARTICLE 4 COMPENSATION

In consideration of the performance of the Services described herein and the fulfillment of all covenants and conditions applicable thereto, the Client hereby agrees to make payment to the Consultant for Services actually provided at the Consultant's rates set forth in the Consultant's proposal and in accordance with the Terms and Conditions of the Consulting Services Agreement attached hereto.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the following parties hereto have executed this Agreement as of the effective date first written above.

Tetra Tech, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Client: Charter Township of Ypsilanti

By: Brenda L. Stumbo | Karen Lovejoy Roc

Name: Brenda L. Stumbo | Karen Lovejoy Roc

Title: Supervisor | Clerk

Date: April 17, 2019

Telephone: _____

GENERAL TERMS AND CONDITIONS OF THE CONSULTING SERVICES AGREEMENT

The following provisions shall be incorporated into and be deemed to be a part of the Agreement between Tetra Tech, Inc. (the "Consultant") and **Charter Township of Ypsilanti** (the "Client"), wherein the Consultant is required to provide professional consulting services to the Client.

1. STANDARD OF CARE – LIMITED WARRANTY

The Consultant will provide professional consulting services, as defined in the Scope of Work or otherwise mutually agreed to between the Consultant and the Client, and in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this Agreement. No other representations are made to the Client, express or implied, and no warranty or guarantee not expressly stated herein is included or intended in this Agreement or in the Consultant's proposals, contracts, reports, opinions, designs or documents.

The remedies set forth in this paragraph are exclusive.

2. RELATIONSHIP OF THE PARTIES

A. If all or any part of the Scope of Work is to be performed in the general vicinity of an existing operating plant or facility owned or operated by the Client or in an area where dust, fumes, gas, noise, vibrations and other particulate or non-particulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to employees working in the area, or to others working in the general vicinity of the work area, the Client shall notify the Consultant of such nuisance or health hazard and thereafter the Consultant and all subcontractors shall take reasonable measures to protect their employees against such possible nuisances or health hazards.

B. Consultant and its employees, agents, affiliates and subcontractors shall act solely as independent contractors in performing Services under this Agreement. Except as specifically provided in this Agreement Consultant shall have no right or authority to act for Client and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, Client. Consultant, its employees, agents, affiliates and subcontractors shall not be considered agents or employees of Client. Reliance upon the Services provided under this Agreement is limited to Client and any third party reliance that may be available is contingent upon written agreement executed by Consultant and upon the full execution by the third party of a letter of understanding provided by Consultant. Client acknowledges that the Services provided under this Agreement shall in no way be construed, designed or intended to be relied upon as legal advice or interpretation.

3. CLIENT RESPONSIBILITIES

A. Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify the location of subsurface structures, horizontally and vertically, such as pipes, tanks, cables, utilities or other man made obstructions; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to the Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

B. The Client shall furnish right-of-entry and equipment access for the Consultant and its subcontractors to make borings, surveys and/or explorations. While the Consultant will operate with reasonable care so as not to damage property or improvements, cost of repairing any unavoidable damage shall not be the responsibility of the Consultant, unless otherwise stated herein. The Consultant shall not be liable for damage to or injury arising from damage to subterranean structures or infrastructure (pipes, tanks, cables, etc.) which are not called to the attention of the Consultant and correctly shown on the plans furnished to the Consultant, in connection with Services provided under this Agreement.

4. SITE CONDITIONS

A. The Client acknowledges that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by the Consultant. Because the available data are limited,

the Client acknowledges that there is some level of uncertainty with respect to the interpretation of these environmental, geologic, and geotechnical conditions, despite the professional care and skill applied by the Consultant.

B. Consultant acknowledges that Client has notified Consultant of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the site or which may otherwise affect the Services known to Client. Client shall notify Consultant as soon as practicable if Client discovers either the presence of hazardous substances or facts or information which causes Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. As Consultant has been advised of such conditions at the site known to Client, Consultant shall assume responsibility to advise its employees, agents, affiliates, subcontractors and any third parties invited by Consultant to the site of the same conditions and additional conditions known to Consultant.

C. Consultant acknowledges that Client has notified Consultant whether all or any part of the work to Client's knowledge, is to be performed in the general vicinity of an area where asbestos, dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area. Consultant is authorized by Client to take all reasonable measures Consultant deems necessary to protect its employees against such possible health hazards or nuisance. If Consultant is required to upgrade to Personal Protection Levels B or A, the reasonable direct cost of such measures shall be borne by Client.

D. If any previously undisclosed hazardous substances or conditions are discovered or reasonably suspected by Consultant during performance of the Services, Consultant may, at its discretion, suspend the Services until reasonable measures have been taken to protect Consultant's employees from such hazardous substances or conditions. Whether or not Consultant suspends the Services, in whole or in part, Client and Consultant agree that the scope of the Services, terms and conditions, schedule and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition or Consultant or Client may, at their discretion, terminate the Agreement.

5. MONITORING

The Client recognizes that a satisfactorily designed, installed, and maintained monitoring system may assist in the early detection of environmental changes, and if detrimental changes are detected, permit prompt development and implementation of mitigating or remedial measures. Unless it is specifically included in the Scope of Work under this Agreement, the Consultant will not perform such monitoring, and any such monitoring shall be the sole responsibility of the Client.

6. PERMITS

Consultant shall assist the Client in applying for permits and approvals required by law, or more specifically specified in this Agreement. Consultant shall not be responsible for any delays due to the actions or inactions of the Client or any third party.

7. REUSE OF DOCUMENTS

A. The Client shall have the right to use the reports, reproductions thereof, drawings and specifications resulting from the Consultant's efforts under the Agreement (the "Materials") only for those purposes expressly contemplated in the Agreement. The Materials shall not be used by Client for other projects, for additions to the subject project, for any portions of the project following any termination of the Consultant, or for completion of the project by others (unless the Consultant is in material breach of this Agreement), except by agreement in writing.

B. In the event that the Client agrees to, permits or authorizes changes in the drawings, specifications, reports and documents prepared by the Consultant pursuant to this Agreement, which changes are not consented to in writing by the Consultant, the Client acknowledges that the changes and any effects arising there from are not and shall not be the responsibility of the Consultant and the Client agrees to release the Consultant from all liability arising from the use of such changed documents. The Client further agrees to defend, indemnify and hold harmless the Consultant, its affiliates and their respective directors, officers, employees, agents and subcontractors from and against all claims, demands, damages

or costs arising from such unauthorized changes and their effects.

8. PRESERVATION OF SAMPLES

The Consultant shall not be obligated to preserve samples of soil, rock, or water obtained from the project site(s) for longer than thirty (30) days after the issuance of any document that includes, but is not limited to, the data obtained from those samples. The Client agrees to receive any such sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the 30-day term.

9. GOVERNMENT RELATIONS

The Consultant shall act only as an advisor in all governmental relations.

10. INFORMATION PROVIDED BY OTHERS

The Consultant shall provide the required Services based upon information available at the time, including information provided by the Client and others upon which the Consultant shall reasonably be entitled to rely. The Consultant shall not be liable for any errors, omissions, or inaccuracies which result from the Consultant's reliance on such information provided by others, provided however that the Consultant shall be obliged to review such information for appropriateness, prior to its use, and shall promptly notify the Client of any apparent errors, omissions or inaccuracies.

11. COMPENSATION

A. The Consultant shall be compensated for all labor, material, equipment, subcontract and related charges (including all applicable taxes) incurred in connection with providing the required professional consulting services, including such activities as investigations, research, design development, preparation of reports, drawings and specifications, and construction management or site inspections / construction oversight, as well as for word processing, graphics, report production, and other clerical activities associated with the Services.

B. Time spent traveling, when in the interest of the project, will be charged to the Client at hourly rates. No more than eight (8) hours of travel time will be charged in any day.

C. The estimated budget or maximum fee set forth in the Consultant's Proposal is for the Scope of Work described therein. The price and schedule proposed are based on Consultant's best judgment of the requirements known at the time of the proposal. Additional work due to changes in the Scope of Work requested by the Client, as well as additional work due to changed field conditions, shall constitute additional services for which additional compensation shall be paid in accordance with the Schedule of Charges. Should it be determined that work is required which does not fall under the original Scope of Work, Consultant will notify the Client and will submit a revised price to cover the out of scope work. Client must approve out of scope work before Consultant will proceed with work.

D. Unless specified otherwise, the proposed billing rates, included in each individual proposal under this Agreement, are effective through the Consultant's fiscal year (ending 9/30) and shall be subject to review and adjustment, as necessary to reflect annual increases in wages and operating expenses.

E. Expert Testimony. Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 200% of the rate quoted.

F. Other Direct Costs – Time and Material Projects. Charges for Other Direct Costs and facilities furnished by Consultant are computed on the basis of actual cost plus fifteen percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus fifteen percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office and cellular telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

12. INVOICES AND TERMS OF PAYMENT

A. Invoices for Services provided by the Consultant will be rendered monthly. Such invoices will clearly delineate: the task(s) worked on; the respective quantities of each task completed or the time and expenses incurred; the applicable unit rate(s); the arithmetic extensions of the amounts invoiced; and such additional information as may be appropriate in support of the invoice. The Client hereby agrees that the periodic invoices rendered by the Consultant are correct, conclusive, and binding on the Client unless the Client notifies the Consultant in writing, within ten (10) days from the date of receipt of such invoices, of alleged inaccuracies, discrepancies, or errors.

B. Client agrees to pay all undisputed invoice amounts no later than thirty (30) days after receipt of invoice. Should the Client fail to make payment on an undisputed invoice within thirty (30) days after receipt of such invoice, a late payment charge of 1-1/2% per month, or a monthly charge not to exceed the maximum rate allowed by law, will be payable on any outstanding balance. Should the client fail to make payment on any invoice within sixty (60) days of the date of receipt of such invoice, the Consultant shall have the right to consider such default in payment a material breach of this Agreement and may, upon giving seven (7) days written notice, suspend any or all services in connection with the Project until all outstanding amounts are paid in full. Any attorneys' fees or other costs incurred in collecting any delinquent account shall be paid by the Client. The Client shall remit payment by check or wire transfer to the remittance address reflected on the Consultant's monthly invoices.

C. If payment for services rendered is to be made to the Consultant by a third-party lender, on behalf of the Client, the Client agrees that the Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

13. CREDIT REVIEW

The provision of Services under this Agreement is subject to Consultant' initial and continuing credit review of Client. If requested by Consultant, Client shall furnish financial information to Consultant for the purpose of determining Client's creditworthiness. Any financial information furnished to Consultant shall be treated by Consultant as Confidential Information. Consultant may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Consultant determines that a financial security is warranted, Consultant reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Consultant (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Consultant shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Consultant. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

14. LIMITATION OF LIABILITY

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, revenue, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Consultant shall be limited, in the aggregate, to the amount paid Consultant as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services or a total amount of \$50,000, whichever is less. All claims against Consultant shall be deemed waived unless made by Client in writing and received by Consultant within six months after Consultant has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Consultant by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence and professional errors and omissions), statute, strict liability, breach of contract, breach of warranty, or otherwise, and shall likewise limit the liability of Consultant's affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

15. INDEMNIFICATION

A. The Consultant shall indemnify the Client from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which the Client hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders to the extent that the Client proves such death, injury or damage was caused by (1) the gross negligence or willful misconduct of the Consultant, its directors, officers, employees, agents, or representatives in performance of this Agreement; or (2) the Consultant's breach of any term or provision of this Agreement; except to the extent such liabilities or losses are attributable to the gross negligence or willful misconduct of the Client.

B. The Client acknowledges that in seeking the professional services of the Consultant, the Client may be requesting the Consultant to undertake, for the Client's benefit, activities involving the presence or potential presence of hazardous, toxic or polluted substances of which the Consultant has not created or generated or contributed to the creation of any pre-existing conditions at the Site. The Client shall indemnify, defend, and hold harmless the Consultant and its directors, officers, employees, agents and subcontractors, from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable expert witness and attorney fees), which the Consultant hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders as a result of or in connection with (1) any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic or hazardous materials, or failure to detect or properly evaluate the presence of such substances; (2) any action taken by the Consultant, its directors, officers, employees, agents, or representatives as Client's agent under the section entitled REPORTING AND DISPOSAL REQUIREMENTS; or (3) any action arising from or relating to Client's noncompliance with the obligations set forth in Article 3.

C. In the event that a claim is made by one party or parties against the other party or parties, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of professional services, or any breach of this Agreement, and the claiming party fails to prove such claim, then the claiming party shall pay any and all costs incurred by the defending party in defending itself against the claim, including, but not limited to, attorneys' fees, expert witness fees, and court costs. The claiming party agrees that such payment shall be made immediately following dismissal of the case or upon entry of final, non-appealable judgment.

16. INSURANCE

A. The Consultant will maintain, throughout the term of this Agreement, insurance of the kinds and having the limits of liability and coverage as set forth below:

1.	Worker's Compensation - Coverage A	Statutory
	Employer's Liability - Coverage B	\$1,000,000 each occurrence
2.	Commercial General and Contractual Liability	
	Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
3.	Comprehensive Automobile Liability	
	Combined Single Limit	\$1,000,000
4.	Professional Liability	\$2,000,000 each occurrence \$2,000,000 aggregate

B. Upon request by the Client, the Consultant shall provide a Certificate of Insurance evidencing such coverage and shall not cancel, reduce, restrict or change in any way the insurance coverage provided, without giving at least thirty (30) days prior written notice to the Client.

17. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Consultant agrees not to disclose to third parties, without the Client's prior written permission, confidential or proprietary information or trade secrets provided to the Consultant or its employees, agents, or subcontractors, which have not been previously disclosed to the Consultant by outside third parties, or which are not in the public domain, except to the extent that such information is required by law or by the professional obligations of the Consultant to be disclosed. The Consultant will use its reasonable efforts to safeguard from unauthorized disclosure to third parties any such information given to it. The Client agrees not to disclose to third parties confidential or proprietary information provided to it by the Consultant without prior written permission.

Ownership of intellectual property in any drawings, documents, information, samples, models, patterns, or any other tangible or intangible thing existing prior to the date of execution of this Agreement and any developments or improvements to that intellectual property and any intellectual property created or developed otherwise than in connection with the Services at any time remains with Consultant.

Notwithstanding the foregoing, Client agrees that Consultant may include the Client's name and a general description of the Services provided, including both narrative and photographic representations of the Services, in general informational presentations made by Client for the promotion of its expertise and experience.

18. REPORTING AND DISPOSAL REQUIREMENTS

A. Nothing contained in this Agreement shall be construed or interpreted as requiring the Consultant to assume the status of an owner, operator, generator, transporter, storer, treater, disposer or person who arranges for disposal, as those terms, or any other terms, appear within any federal or state statute governing the treatment, storage and disposal of hazardous or toxic substances or wastes. The Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the project site(s), or discovered during the performance of the Services under this Agreement.

B. The Client shall be solely responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose of, or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, or water from well development, sampling and/or testing left on the project site(s) by the Consultant. The Client agrees to be the signatory as generator for any manifests required for such materials. The Consultant may, in its sole discretion, agree to make such arrangements on behalf of the Client, as the Client's agent, however, no agreement by the Consultant to make such arrangements on behalf of the Client on any such occasion shall confer any responsibility or liability upon the Consultant or be construed to be an agreement to make such arrangements on any preceding or succeeding occasions.

19. DISPUTES

In the event of a dispute between the parties regarding performance of any obligation arising under this Agreement, the parties shall attempt in good faith to resolve the dispute through negotiation. If the dispute cannot be settled through negotiation within 14 days after written notice of the dispute is given by one party to the other, then upon service of a written demand by either party, the parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. Mediation shall take place in the Commonwealth of Virginia, and the costs of mediation shall be borne equally by the parties. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then upon service of a written demand by either party, any unresolved dispute shall be decided by arbitration in the Commonwealth of Virginia, by a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and utilizing the substantive law of the Commonwealth of Virginia. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. TERMINATION

A. If either party (1) commits a breach of any material obligation under this Agreement; or (2) becomes insolvent or unable to meet its financial obligation; or (3) be adjudicated bankrupt the other party may notify the failing party in writing that it is in default of its contractual obligations and instruct it to immediately correct the fault. If the default is not immediately corrected, the notifying party may, without prejudice to any other right or remedy it may have, terminate the Agreement. This Agreement may also be terminated for convenience by the mutual written consent of both parties with 30 days prior written notice.

B. Upon termination of the Agreement, the Client shall immediately compensate the Consultant for work completed and Services rendered. In addition, an equitable adjustment shall be made to provide for termination costs arising from commitments which had become firm before termination, and for the winding down and protection of the work. If the Consultant is in default, the Client shall be entitled to deduct from the monies owing to the Consultant the amount of any incremental costs reasonably incurred in correcting the default, provided that such incremental costs are certified to the Consultant. There shall be no payment for loss of anticipated profits or consequential damages.

C. All provisions of the Agreement under the headings TERMS AND CONDITIONS, LIMITATION OF LIABILITY, INDEMNIFICATION and REPORTING AND DISPOSAL REQUIREMENTS shall survive the termination, suspension or completion of this Agreement.

21. UNFORESEEN CIRCUMSTANCES

If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in Consultant's sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the Scope of Services, Client will agree with Consultant to modify the Scope of Services and Consultant will provide an estimate of additional charges to include provisions for the previously unforeseen circumstances. Such estimate, when executed by Client and Consultant will be a valid change order in accordance with the provisions of Section 10 of this Agreement. As an alternative, Consultant may terminate Services under this Agreement in writing effective on the date specified by Consultant, in which event Client shall pay Consultant for services performed to the date of termination, plus reasonable expenses of termination.

22. DELAYS

Consultant shall not be held liable for any delay or failure in performance of any part of this Agreement by reason of any cause beyond its reasonable control, or any delays resulting from the Client or any other third parties actions or inactions.

23. FORCE MAJEURE

Consultant shall not be liable to Client for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, earthquakes, or any other natural disasters, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of Consultant, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and Consultant shall have no further liability to Client therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto.

24. ETHICS AND BUSINESS PRACTICES

Both parties shall comply with all applicable local, state, and federal regulations and laws, ordinances, rules, and regulations, as well as the U.S. Foreign Corrupt Practices Act, UK Bribery Act, or other law as the may apply.

25. NOTICES

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified below their respective signatures or to such other addresses of which a party shall have notified the other in accordance with the provisions of this Section.

26. WAIVER.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

27. SEVERABILITY

If any provision or portion of this Agreement shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto.

28. ASSIGNMENT OF AGREEMENT

Neither the Client nor the Consultant shall assign any rights or obligations under this Agreement without the prior written consent of the other.

29. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law provisions.

30. ENTIRE AGREEMENT

The written Agreement constitutes the entire Agreement between the Client and the Consultant. It supersedes all prior written or oral agreements, or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representation, statements, or agreements other than those herein expressed.

31. MODIFICATION OF AGREEMENT

The conditions of this Agreement may not be modified except by written agreement between the Consultant and the Client, and no amendment to this Agreement shall be binding on either party unless reduced to writing, and signed by an officer or duly authorized representative of the party sought to be bound thereby.



Exhibit A

WORK AUTHORIZATION

TO: Tetra Tech, Inc.

FROM: Charter Township of Ypsilanti

WORK AUTHORIZATION NO.: 001

PROJECT TITLE: Phase I Environmental Site Assessment Update and Hazardous Building Materials Survey

PROJECT LOCATION: Charter Township of Ypsilanti Community Center, 2025 Clark Road

Pursuant to the terms and conditions of the Consulting Services Agreement dated (enter MSA date), this Work Authorization hereby authorizes Tetra Tech, Inc. to perform the specific services and under the particular conditions set forth herein:

1. **SCOPE OF WORK:** Per the Scope of Work attachment hereto.
2. **COMPENSATION:** Work will be invoiced on a time and materials basis not to exceed \$28,701 as detailed in Tetra Tech's April 10, 2019 proposal without written authorization from the Charter Township of Ypsilanti.
3. **BILLING SCHEDULE:** Monthly
4. **TIME FOR COMMENCEMENT:** April 20, 2019
5. **TIME FOR COMPLETION:** August 31, 2019
6. **REPORTING REQUIREMENTS:** Tetra Tech will prepare a Phase I ESA Update and Hazardous Building Materials Survey. Optional documents may include letter summaries of asbestos abatement and clearance testing results, lead abatement and clearance testing results, and radon gas mitigation system installation and clearance testing results. Tetra Tech will provide draft documents to the Charter Township of Ypsilanti for review in .pdf electronic format. Final documents will be delivered electronically.
7. **OTHER PROVISIONS:** None.

Upon execution of this Work Authorization, Client and Tetra Tech agree to bound by and comply with all the terms and conditions contained in the above referenced Consulting Services Agreement, except as modified by the specific terms and conditions, if any, contained herein.

APPROVED AND ACCEPTED BY:

Tetra Tech, Inc.
(Consultant)

Signed: _____
 Name: _____
 Title: _____
 Date: _____

Charter Township of Ypsilanti
(Client)

Signed: Brenda L. Stumbo / Karen Lovejoy Roe
 Name: Brenda L. Stumbo / Karen Lovejoy Roe
 Title: Supervisor / Clerk
 Date: April 17, 2019

**AGREEMENT BETWEEN THE FRIENDS OF
RUTHERFORD POOL AND THE CHARTER
TOWNSHIP OF YPSILANTI**

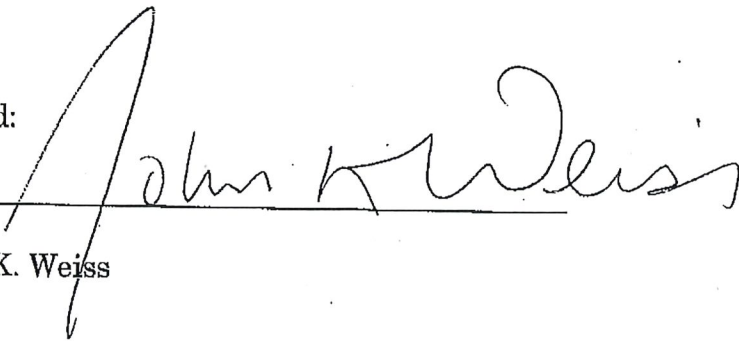
The Charter Township of Ypsilanti (hereinafter "Township") and the Friends of Rutherford Pool, non-profit organization recognized by the IRS as a 501 (c) (3) public charity, (hereinafter "Friends"), agree as follows:

- A. The length of this Agreement between the Township and the Friends shall extend through September 30, 2019.
- B. The Friends agree that the fee structure for pool admission, swimming classes, adult water exercise classes, baby bubbles program, swim team program, season passes and daily fees for Ypsilanti Township residents shall be the same as the fee structure for Ypsilanti City residents.
- C. The Friends agree to permit Township Day Camps to use the pool facilities during normal pool admission hours subject to standard daily pool admission fees.
- D. The Friends agree to grant full and partial scholarships to Township residents for swimming programs based upon financial need.

E. The Township agrees to provide funding in the amount of \$5,000 to the Friends to provide support for the operation and capital improvement of Rutherford Pool.

F. The Friends agree to add the Township as an additional insured to its liability insurance policy associated with the Rutherford Pool operation during the term of this Agreement.

Signed:



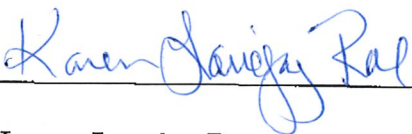
John K. Weiss



Brenda Stumbo

Ypsilanti Township Supervisor

April 17, 2019



Karen Lovejoy Roe

Ypsilanti Township Clerk

April 17, 2019


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 9, 2019 between DTE Electric Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	53654310	
	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:	[Onandaga Ave @ Service Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install two (2) new wood poles, one (1) 58w LED Leotek fixture, and one (1)17'6" arm.	
5. Estimated Total Annual Lamp Charges	\$141.58	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$3,120.80
	Credit for 3 years of lamp charges:	\$424.74
	CIAC Amount (cost minus revenue)	\$2,696.06
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices <i>Brenda L. Stumbo / Karen Lovejoy Roe</i> 	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

B. Customer will maintain an initial inventory of at least 0 posts and 0 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 N/A.
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: N/A Title: N/A
Phone Number: N/A Email: N/A

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.

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo Karen Lovejoy Roe

Name: Brenda L. Stumbo Karen Lovejoy Roe

Title: Supervisor Clerk

April 17, 2019

SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #7 REVISED 4/16/19**

April 16, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND **Total Increase** \$5,507.00

Request to increase budget for PTO payouts at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,810.00
		Net Revenues	<u><u>\$2,810.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$2,610.00
	FICA	101-201-000-715.000	\$200.00
		Net Expenditures	<u><u>\$2,810.00</u></u>

Request to increase budget for the purchase and installation of streetlight near Onandaga Avenue and the Service Drive intersection. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,697.00
		Net Revenues	<u><u>\$2,697.00</u></u>
Expenditures:	Streetlight - Construction	101-956-000-926.050	\$2,697.00
		Net Expenditures	<u><u>\$2,697.00</u></u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII) **Total Increase** \$28,701.00

Request to increase the budget \$28,688 for the professional services of Tetra Tech to perform Environmental
* Phase I Testing to complete lead test, radon test, and asbestos test at the Community Center. This testing is required in order to receive future HUD CDBG grant funds for flooring replacement. An amount of \$15,000 will be funded by reimbursement from an Environmental Assessment Grant provided by the Washtenaw County Brownfield Redevelopment Authority and \$13,701 will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	County Grant	212-000-000-540.000	\$15,000.00
		212-000-000-699.000	\$13,701.00
		Net Revenues	<u><u>\$28,701.00</u></u>
Expenditures:	Community Center - Improvement	212-970-000-976.008	\$28,701.00
		Net Expenditures	<u><u>\$28,701.00</u></u>

* Revision #2 - amount requested by Clerk 4/16/19

Motion to Amend the 2019 Budget (#7) – REVISED 4/16/19

Move to increase the General Fund budget by \$5,507 to \$9,733,789 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$28,701 to \$1,664,113 and approve the department line item changes as outlined.