

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING

Supervisor Stumbo called the meeting to order at approximately 7:06 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 Stumbo, Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Jimmie Wilson, Jr., and Monica Ross-Williams

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARINGS

B. 7:15PM – REQUEST FOR A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS, SUB-SECTION (L) FOR A 780 FOOT LONG PRIVATE ROAD, EXCEEDING THE MAXIMUM LENGTH OF 600 FEET BY 180 FEET, WITHOUT A SECOND MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 6575 MUNGER RD. PARCEL K-11-30-300-022, 6501 MUNGER RD. PARCEL K-11-30-300-001, 5287 MERRITT RD. PARCEL K-11-30-300-032, AND 5285 MERRITT RD. PARCEL K-11-30-30-033 (PUBLIC HEARING SET AT THE OCTOBER 30, 2019 SPECIAL MEETING)

Supervisor Stumbo declared the Public Hearing Opened at 7:07pm

John Sauter stated he owns 6501 and 6557 Munger Road and he would ask the board to vote on this after the Public Hearing tonight.

John Edwardson stated he owns the property right next to the Merritt Road property. He said at the last meeting it was decided to have additional studies done regarding access for water and fire hydrant and he would like to know what the results were.

Supervisor Stumbo declared the Public Hearing Closed at 7:09pm

C. 7:15PM – REQUEST FOR A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-28.1, PRIVATE DRIVEWAY DESIGN STANDARDS, SUB-SECTION (A) FOR ONE (1) PRIVATE DRIVEWAY TO ACCESS TWO (2) LOTS ZONED R-1, SINGLE FAMILY RESIDENTIAL WHERE ONLY ONE (1) LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 5287 MERRITT RD. PARCEL K-11-30-300-032 AND 5285 MERRITT RD. PARCEL K-11-30-300-033 (PUBLIC HEARING SET AT THE OCTOBER 30, 2019 SPECIAL MEETING)

Supervisor Stumbo declared the Public Hearing Opened at 7:09pm

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 2**

Supervisor Stumbo declared the Public Hearing Closed at 7:10pm

Attorney Winters stated Ben Carlisle, Mike Radzik and Charlotte Wilson have a number of conditions that the Board should consider. He said one condition would be to limit the number of houses that would be served by the private road. He said for the Sauter property there would be a limit of six single-family residential properties irrespective of the Michigan Land Division Act. He said for the Bullock property there would be no more than two properties that would be allowed on his parcel with the condition that he abandon the one easement that currently exists that goes out to Textile Road. Attorney Winters stated that Mr. Carlisle has a very detailed list of a number of conditions along with the Fire Marshalls' recommendations and we would prepare a Resolution. He said tonight the plan was to have the public hearing, get the conditions that were recommended, the petitioner may not agree with the conditions but we would have it all prepared and the board would be able to make a decision by the first meeting in December.

Clerk Lovejoy Roe stated she has a memo that was in the board packet at the last meeting from Charlotte Wilson and it states that the following conditions need to be placed on the two variances: 1) the Township fire department in their letter of Oct. 28, 2019 approves the variance request submitted on Oct. 15, 2019 but they recommend insulation NFPA13D automatic sprinkler systems in the houses that exceed the 150' from an approved access road and/or exceed the 400' distance from the nearest hydrant. The Township Attorney, the Fire Department and Consultants have recommended the following conditions for any approvals to the variances 1) deed restrictions are recorded that a maximum of eight single family homes may access the private road 2) if construction of the approved private road has not begun within two years from the date the variances were approved than the variances will be null and void, and 3) the installation of the NFPA13D automatic sprinkler systems or its' equivalent as determined by the Charter Township of Ypsilanti Fire Department in those houses where any portion of the building exceeds 150' from the access road. Clerk Lovejoy Roe suggested that there should be a road maintenance agreement.

Ben Carlisle, Carlisle Wortman stated at the first public hearing it was denied because there was a lack of understanding by the applicant and the township. He said since that time he has met with the applicant to clarify the request. He said they have written a conditions of approval document that lists out about six different conditions that would be included as part of the approval. He said the following conditions are 1) any future splits of the Sauter property must comply with the Land Division Act but there shall not be more than six single family homes built, 2) there shall be no more than two single family homes on the Bullock property, 3) there should be no more than a total of eight homes that will be served by the private road 4) the shared driveway shall be maintained to provide access for emergency vehicles 5) The Bullocks have agreed to vacate the 22' wide access easement that runs to Textile Road, 6) the applicants agreed to record a private road maintenance agreement that shall run with the land and be recorded with the county, 7) no land contracts in violation of State of Michigan Land Division

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 3**

Act shall be approved, and 8) include what the Fire Marshall is requesting in regards to the sprinkling of the houses.

Mr. Carlisle stated if the Board agrees with these recommendations then he said he suggest they come back with a Resolution that will list these recommendations to the next board meeting for the Boards' consideration.

Trustee Eldridge asked the applicant if he heard the recommendations and if he was in agreement with them.

Jeff Bullock said they would comply with the law and the law states you cannot make us put sprinklers in the houses. He said if that kills the deal so be it. He said he was very upset about it and that he had talked with the Fire Chief who told him that the Fire Department had no jurisdiction over it and now there is a demand to put in a sprinkler system. He said putting in a sprinkler system would kill his property value so it would not be worth it.

Trustee Eldridge asked if the Fire Marshall could explain regarding the sprinkler system.

Dan Kimball, Fire Marshall stated the sprinkler system you put in your residence is not the same as you would put in a commercial dwelling. He said the residential system is about \$1.00 a square foot and that your insurance will probably cut some money off your premium. He said the system is designed to give someone extra time to get out if there was a fire.

Clerk Lovejoy Roe stated that previously the Fire Marshall had said he had no jurisdiction over the property and now she questioned the recommending of a sprinkler system.

Mr. Kimball said if they stay within the distances that he put in his recommendation then they are fine. He said the code says you cannot put a structure or building outside of those distances. He said once you exceed the 400' from the hydrant you do not comply with the fire code.

Clerk Lovejoy Roe asked if this was a new code because there are many homes 400' from a hydrant. She said her house is over 400' from a hydrant.

Mr. Kimball stated the IFC 2012 has this stipulation in it and that is what they go by. He said a building could not be built if it is farther than 400' away from a hydrant.

John Sauter stated he would like to check that because he thinks Michigan and about 45 other states has legislation on the books that states no local municipality can enforce that IFC regulation.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 4**

Attorney Winters stated this was a request from the petitioners for a variance to an existing private road ordinance and that ordinance allows the Board to put any reasonable condition in its consideration on the request for a variance. He said if the petitioners are asking the Board to vary their application of the township ordinances, rules, regulations, its' not necessarily what 45 other states are doing it is what the Board deems a reasonable condition. He said if the Fire Marshall states this is a reasonable condition than ultimately it is up to the Board to consider it or not.

Attorney Winters stated that there should be confirmation from all the parties involved in this that there would be no more than six houses built on the Sauter property and two houses on the Bullock property.

John Sauter stated they do not have any problem with all the other conditions.

Trustee Jarrell Roe stated that she would like to understand the MCL that relates to the sprinkler system. She said she would like our Planning Consultants, these petitioners, and our Attorney to sit down and figure this out. She said it was frustrating and she said she was sure it was for others to come to this meeting and not have all the information and conditions ahead of time. Trustee Jarrell Roe apologized for the all the confusion with the petitioners request.

Clerk Lovejoy Roe said she respects what Attorney Winters stated but she knows we have many houses farther than 400' away from a hydrant and if that were a deal breaker she would go with allowing the houses to be built. She said she would like to know if it is a recommendation or a law that they have to be within 400'. She said she apologized that this should not have taken this long. She said she was not given the conditions that Ben Carlisle had explained tonight for the packet and that is why it was not in the packet. She said she would email this information tonight to each board member.

Dan Kimball said it was a recommendation not a law and was included in his review memo. He said for a 2000 square foot house you are looking at the sprinkler system costing \$2,000.00 to \$3,000.00. He said it is about safety and this system will put the fire out and also give the occupants time to get out safely. He said when you are building a house a distance from the road it can be difficult for the fire department to get fire trucks back there.

Trustee Ross-Williams stated that she knows this will come before them again and she would like all the information in the packet. She said she knows Clerk Lovejoy Roe stated she did not have this information to put in the packet. Trustee Ross-Williams stated she would like all the recommendations and all the information regarding the sprinkler system in the packet before the next meeting.

Supervisor Stumbo stated in two weeks we will have all the information and will be able to vote on it then. She thanked everyone for their patience.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 5**

**A. 7:00PM – RESOLUTION 2019-46, 2020 FISCAL YEAR BUDGET
(PUBLIC HEARING SET AT THE OCTOBER 15, 2019 REGULAR MEETING)**

Supervisor Stumbo declared the Public Hearing Opened at 7:33pm.

Supervisor Stumbo declared the Public Hearing Closed at 7:34pm.

Clerk Lovejoy Roe asked if the Fire Department changes would be in the budget the next time we look at it.

Supervisor Stumbo said it would be.

PUBLIC COMMENTS

JoAnn McCollum, Township Resident said she was happy to get the Totes for West Willow. She said the problem with the rats were all through West Willow and she was thankful to the Township to help eliminate this problem.

Arloa Kaiser, Township Resident asked if all of the Township residents would be receiving a Tote for free.

Supervisor Stumbo stated the goal was for the entire Township to receive the totes but the agenda item tonight was the first phase and that would be for West Willow.

Arloa Kaiser stated that we are doing absentee ballots by mail, we send tax bills in the mail and our Post Office in Ypsilanti is not reliable. Ms. Kaiser asked why the Post Office is not reliable and why don't we make them accountable. She said she is continuing to have problems getting her mail.

Supervisor Stumbo stated she would report it to the Post Office and to Congresswomen Debbie Dingell.

CONSENT AGENDA

A. MINUTES OF THE OCTOBER 15, 2019 WORK SESSION AND REGULAR MEETING AND THE OCTOBER 30, 2019 SPECIAL MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR NOVEMBER 5, 2019 IN THE AMOUNT OF \$1,422,818.70**
- 2. STATEMENTS AND CHECKS FOR NOVEMBER 19, 2019 IN THE AMOUNT OF \$928,794.85**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 6**

- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR OCTOBER 2019 IN THE AMOUNT OF \$28,107.87**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR OCTOBER 2019 IN THE AMOUNT OF \$1,147.00**

C. OCTOBER 2019 TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated the Skate Park is on schedule for 2020. He said they received the soil report that was the final item on the checklist. He said they should begin construction in the spring of 2020.

Attorney Winters stated that contaminated soil was found by Racer Trust on the property of the former Hydro-matic Corporation. He said there is studies being done on how to destroy this contaminated soil (PFAS).

Attorney Winters stated he was informed today that Mary Miller was promoted to the mediation chief and will be following through with the Forbes Cleaners cleanup. He said all three of these projects have to do with environmental issues and the Township has worked to keep the Township environmentally sound.

Mike Hoffmeister, Residential Services Director introduced John Hines, Recreation Program Coordinator. Mr. Hoffmeister stated Mr. Hines is a Township Resident and he worked for Pittsfield Township Recreation with his background in Youth Sports and Recreation Programming before taking this position with Ypsilanti Township.

NEW BUSINESS

- 1. REQUEST APPROVAL OF CONTRACT WITH YPSILANTI TOWNSHIP FIREFIGHTERS LOCAL 1830 UNION WITH A TERM ENDING DATE OF DECEMBER 31, 2023**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Request to Approve the Contract with Ypsilanti Township Firefighters Local 1830 Union with a Term Ending Date of December 31, 2023.

Attorney Winters introduced Keith Harr, President of the Union Negotiating Team. Keith Harr stated he was a 27-year veteran of the Ypsilanti Township Fire

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 7**

Department. He said he thanked the Township Board for making the decisions that helped this Township become one of the strongest townships in the State. Mr. Harr said they felt they had a voice at the table and that they were respected. He said this contract was meaningful to him because we were able to recover some of things that had been taken away during the 2000's. He said he would be retiring under this contract. Mr. Harr introduced the rest of the firefighters that were at the meeting.

Attorney Winters stated that in 2019 they negotiated a 1-year contract because we were trying to get a millage passed and we said that if we passed the millage we would be able to offer a longer contract next time. Attorney Winters stated this is a four-year contract and he said we were able to purchase the two new fire trucks that were on display outside this evening and he said we were able to restore some benefits that were taken away in the previous contracts. Attorney Winters explained the added benefits for the Firefighters that changed in the new contract.

Trustee Eldridge thanked everyone for his or her contribution in the negotiation. He said we need to add more firefighters and police officers in Ypsilanti Township.

Trustee Wilson said that he was familiar with the tiered status and believes we should move away from that.

Trustee Ross-Williams thanked the Firefighters for their service and was happy we could restore some of the benefits.

Clerk Lovejoy Roe stated she worked with Keith Harr in the past and thanked those who helped with this negotiations. She also thanked the voters for passing the millage. Clerk Lovejoy Roe stated the voters gave their support because of the good service they receive in the Township from the Fire Department.

Supervisor Stumbo stated that Chief Copeland just celebrated his tenth year in the Township and she thanked him for his leadership. She said this package is within the current budget revenues. Supervisor Stumbo said additional firefighters would cost additional taxes. She said hopefully we would continue to grow and increase our revenue on our taxable income but she said our residents are currently taxed enough. She said the fact that our residents supported a .5 mill increase was awesome. Supervisor Stumbo said it goes to the Chief and the men and women who work in the Fire Department. She said our residents appreciate you, trust you, and thank you.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 8**

**2. REQUEST APPROVAL OF SALE AND TRANSFER AGREEMENT FOR
RENEWABLE ENERGY CREDITS (RECS)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request for Approval of the Sale and Transfer Agreement for Renewable Energy Credits (RECS) (see attached).

Mike Saranen, Operations Manager stated they started this program in 2014. He said this is the 4th year we can say we are 100% renewable.

The motion carried unanimously.

**3. RESOLUTION 2019-51, ADOPTION OF ANNUAL EXEMPTION OPTION AS SET
FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH
INSURANCE CONTRIBUTION ACT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-51, Adoption of Annual Exemption Option as set Forth in 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act (see attached).

The motion carried unanimously.

**4. RESOLUTION 2019-52, ADOPTION OF YPSILANTI TOWNSHIP GENERAL
SAFETY PLAN**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2019-52, Adoption of Ypsilanti Township General Safety Plan (see attached).

The motion carried unanimously.

**5. REQUEST APPROVAL OF PURCHASE AGREEMENT WITH DTE FOR THE LED
CONVERSION OF ONE HUNDRED AND SEVENTY THREE (173) LIGHTS AT
VARIOUS LOCATIONS THROUGHOUT YPSILANTI TOWNSHIP IN THE
AMOUNT OF \$95,818.00 TO BE BUDGETED IN THE 2020 FISCAL YEAR
BUDGET**

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve the Request of the Purchase Agreement with DTE for the LED conversion of One Hundred and Seventy Three (173) Lights at Various Locations throughout Ypsilanti Township in the Amount of \$95,818.00 to be Budgeted in the 2020 Fiscal Year Budget (see attached).

Supervisor Stumbo stated she would like Clerk Lovejoy Roe to include a map the next time we do this conversion. She said LED takes less energy and are brighter

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 9**

than the sodium lights. She said in a streetlight assessment district it would cost less for the residents.

Clerk Lovejoy Roe stated we would eventually convert the entire Township over to LED. She said we have done most of the north side and some of the subdivisions on the south side of the Township.

The motion carried unanimously.

- 6. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF TWO (2) 6' SUPPORT ARMS (CODE 46) AND TWO (2) 136W STOCK LED LUMINARIES WITH GRAY HOUSING TO BE LOCATED AT THE INTERSECTION OF ELLSWORTH AND GOLFSIDE IN THE AMOUNT OF \$541.29 TO BE BUDGETED IN THE 2020 FISCAL YEAR BUDGET**

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 Two (2) 6' Support Arms (Code 46) and two (2) 136W Stock Led Luminaries with Gray Housing to be Located at the Intersection of Ellsworth and Golfside in the Amount of \$541.29 to be Budgeted in the 2020 Fiscal Year Budget (see attached).

The motion carried unanimously.

- 7. REQUEST TO WAIVE THE FINANCIAL POLICY AND AUTHORIZE THE PURCHASE OF A NSS EFORCE 26" RIDER FLOOR SCRUBBER IN THE AMOUNT OF \$12,564.00 BUDGETED IN LINE ITEM #101-265-000-777-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to Waive the Financial Policy and Authorize the Purchase of a NSS Eforce 26" Rider Floor Scrubber in the Amount of \$12,564.00 Budgeted in Line Item #101-265-000-777-000.

The motion carried unanimously.

- 8. REQUEST TO PURCHASE 96 GALLON TOTER CARTS FROM CASCADE FOR THE WEST WILLOW SUBDIVISION IN THE AMOUNT OF \$57,323.00 BUDGETED IN LINE ITEM #226-226-000-971-001**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request to Purchase 96 Gallon Toter Carts from Cascade for the West Willow Subdivision in the Amount of \$57,323.00 Budgeted in Line Item #226-226-000-971-001.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2019 REGULAR BOARD MEETING
PAGE 10**

Supervisor Stumbo stated that a letter would be sent out to our residents explaining the guidelines and they would not be able to set out trash bags once they have the toter cart.

The motion carried unanimously.

9. BUDGET AMENDMENT #18

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Budget Amendment #18 (see attached).

Supervisor Stumbo stated there was an invoice that the City of Ypsilanti has not paid to the Township for the use of a fire truck and that should be deducted from the invoice that we have from them.

The motion carried unanimously.

OTHER BUSINESS

Supervisor Stumbo stated that tomorrow, 11/20 she would start her 32nd year of Public Service in Ypsilanti Township.

Trustee Ross-Williams stated the YMCA continues to move forward with the proposal. She said they would be doing an Ypsilanti Task Force in order to look at the proposal to put in the Ypsilanti Holistic and Health Center in Ypsilanti Township.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:20PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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: Township Board of Trustees

FROM: Michael Saranen, Operation Manager

DATE: October 25, 2019

RE: **Request Approval for Township Supervisor and Clerk to sign an Internal Use Contract for Renewable Energy Credits (RECs).**

I am requesting the Board to authorize the Supervisor and Clerk to sign the attached contract for internal transfer of Renewable Energy Credits (RECs). The agreement authorizes DTE Electric to transfer the RECs from the Hydro Station account into a Twp. sub-account.

In 2014, the Board adopted the Renewable Energy Strategy (RES) to help our environment by reducing the carbon footprint that is created from using electricity within the Twp. buildings.

The Twp. Hydro Station generates renewable electricity harnessed from the Huron River. That renewable energy attribute that are called RECs are managed by DTE Electric and tracked within the MiREC system.

By applying the Hydro RECs to the Twp. buildings, this will reduce the Twp.'s carbon footprint.

For **2018**: 100% of the electricity used by the listed Buildings can be tagged as renewable.

- | | |
|------------------------------|-----------------------------------|
| - Civic Center | - Fire Station #1 |
| - 14-B Court | - Law Enforcement Center |
| - Holmes Road Police Station | - Community Center |
| - Green Oaks Golf Course | - Fire Station #3 |
| - Fire Station #4 | - Compost Site |
| - Civic Center Garage | - Ford Lake Park House and Garage |
| - Harris Rd Park | - Community Center Park |

Approximately 2,067,233 lbs. of CO² were avoided by the Twp. as they can apply 1,290 Hydro Station RECS to those listed buildings for calendar year **2018**.

If there are any questions, please contact me.

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: Brenda Stumbo, Supervisor	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
Seller:	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
Seller Contact:	Contact Name: Michael Saranen, Operation Manager Brenda Stumbo, Supervisor	Contact Telephone Number: 734-544-3748 Contact Fax Number: 734-544-3626 Contact E-mail:
Transaction Date:		
Product:	Michigan RECs/IRECs	
Vintage:	December 2016, January 2019 to May 2019	
Quantity:	1,290	
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
Transfer of RECs:	Seller shall transfer to Buyer via MiREC 1,290 RECs/IRECs on or before December 30, 2019.	
Payment:	<p>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.</p> <p>Seller's Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
General Terms and Conditions:	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p>	

Event of Default. 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).

Remedies upon Default. 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.

Limitations of Liability. 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).

Confidentiality. 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).

Assignment. 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.

No Waiver. 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.

Severability. 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.

Charter Township of Ypsilanti

Resolution 2019-51

RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;


WHEREAS, the three options are as follows:

- 1) Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2020 through December 31, 2020.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-51 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 19, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-52

Ypsilanti Township General Safety Plan

Whereas, the Charter Township of Ypsilanti is within Washtenaw County, Michigan; and

Whereas, the Township is an employer within the state of Michigan and;

Whereas, the Township will work to comply with the appropriate regulations of Michigan Occupational Safety and Health Administration (MiOSHA) and Michigan Department of Agriculture & Rural Development (MDARD) and;

Whereas, the Township is committed to providing places reasonably free from hazards, which may cause illness, injury, or death to its employees and;

Whereas, the Township has developed a General Safety Program which outlines topic based safety plans and;

Whereas, the General Safety Plan creates a Safety Committee for the purpose of increasing safety, transparency; and review of plans and;

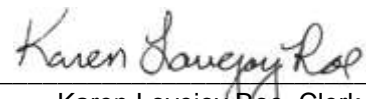
Whereas, will providing adequate funding for safety activities and;

Whereas, the Township Board now establishes a General Safety Program to be administered by the Human Resources Department and Operation Manager, supported by the Board of Trustees, department heads and front line supervisors.

Now Therefore,

Be it Resolved, that Resolution 2019-52 shall become effective upon Board Approval.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-52 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 19, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of October 24, 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:	54352456 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:	[Various Locations in Ypsilanti Twp], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	173	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Convert (153) 100w HPS Colonials to (153) 72w LED. Convert (20) 100w HPS Granvilles to (20) 39w LED "Basic" Granvilles	
5. Estimated Total Annual Lamp Charges	\$46,137.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$95,818.00
	Credit for 3 years of lamp charges:	\$0.00
	CIAC Amount (cost minus revenue)	\$95,818.00
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 _____ 	
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 warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

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: _____

Name: _____

Title: _____

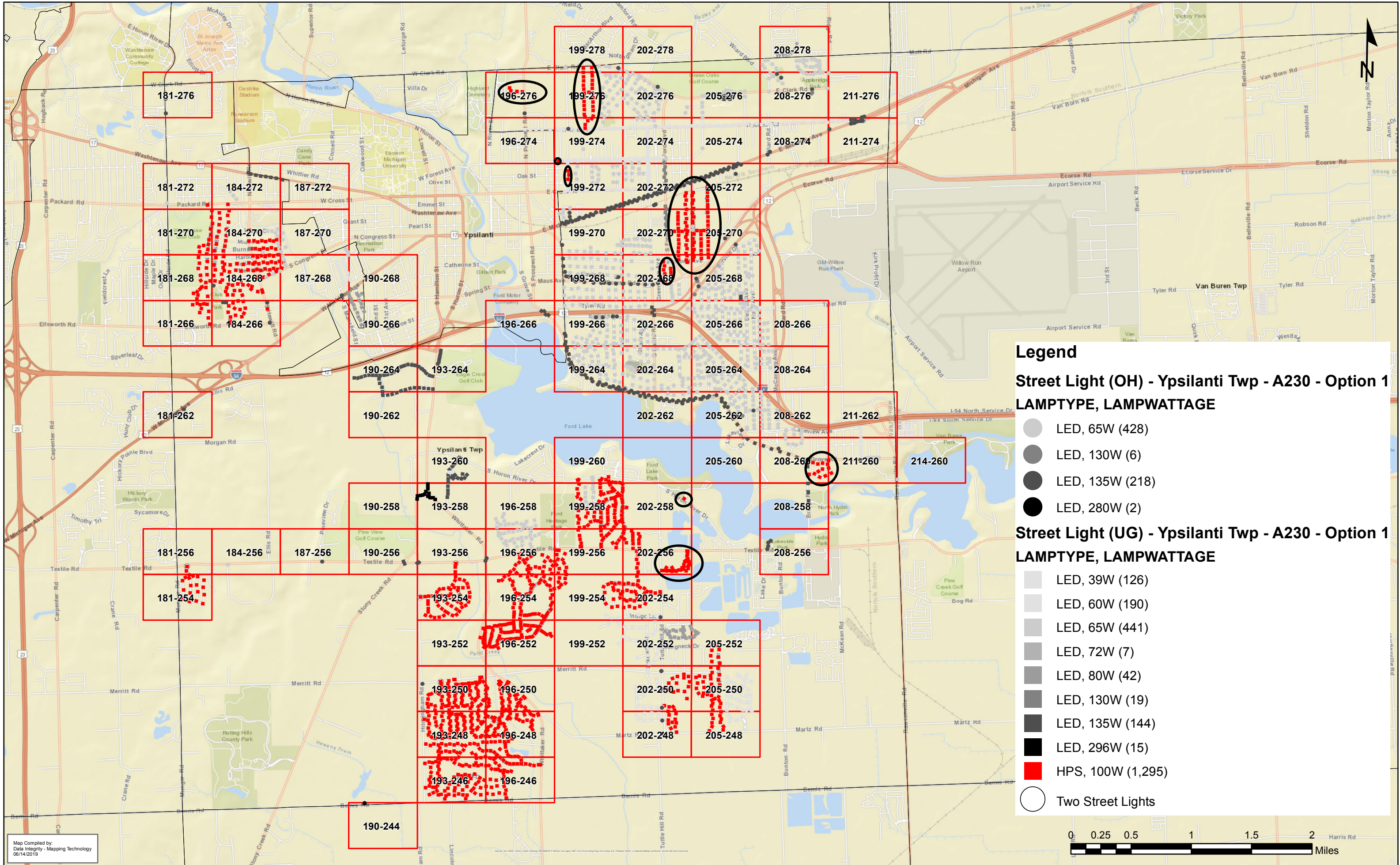


Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Ypsilanti Twp - Option 1 Streetlight Locations - Map Sheet Index



Legend

Street Light (OH) - Ypsilanti Twp - A230 - Option 1
LAMPTYPE, LAMPWATTAGE

- LED, 65W (428)
- LED, 130W (6)
- LED, 135W (218)
- LED, 280W (2)

Street Light (UG) - Ypsilanti Twp - A230 - Option 1
LAMPTYPE, LAMPWATTAGE

- LED, 39W (126)
- LED, 60W (190)
- LED, 65W (441)
- LED, 72W (7)
- LED, 80W (42)
- LED, 130W (19)
- LED, 135W (144)
- LED, 296W (15)
- HPS, 100W (1,295)

○ Two Street Lights



November 1, 2019

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-Ellsworth Rd. @ Golfside Rd.

Attached is the agreement for the work to be performed in the budget letter that was sent on October 31, 2019. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$541.29** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,
Brandon R. Faron
Brandon R. Faron
Account Manager
Community Lighting


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 1, 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:	55673982	
	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:	[Ellsworth at Golfside], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install two (2) 6' support arms (Code 46) and two (2) 136w stock LED luminaires with gray housing. Lights to be mounted to existing wood poles.	
5. Estimated Total Annual Lamp Charges	\$495.36	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,027.37
	Credit for 3 years of lamp charges:	\$1,486.08
	CIAC Amount (cost minus revenue)	\$541.29
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 _____ 	
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.

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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.

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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 warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

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: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

OPL #: 175W MV



GOLFSIDE DR

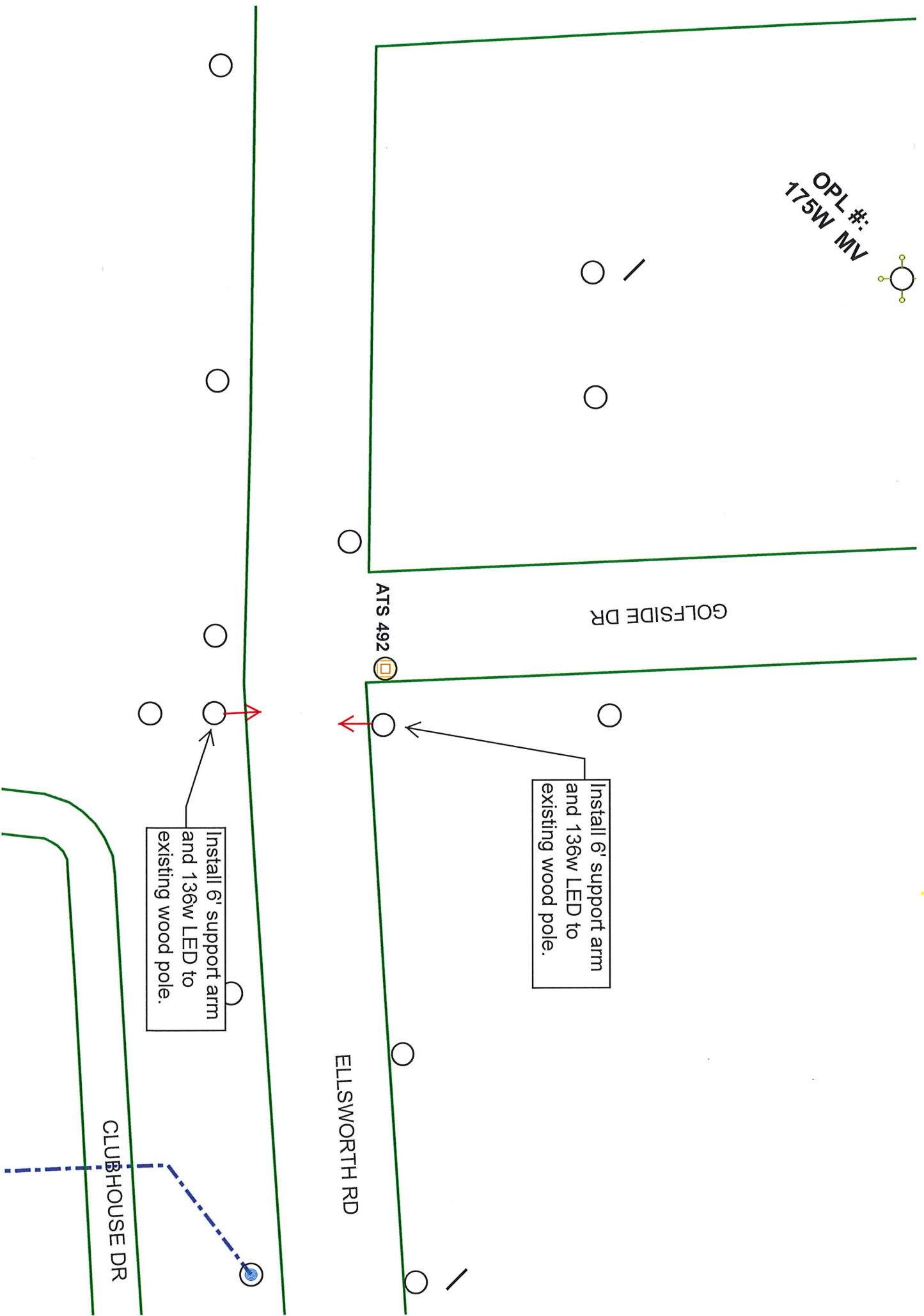
ATS 492

ELLSWORTH RD

CLUBHOUSE DR

Install 6' support arm and 136w LED to existing wood pole.

Install 6' support arm and 136w LED to existing wood pole.



**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #18**

NOVEMBER 19, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$812.00

Request to increase budget for PTO payout 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	\$812.00
		Net Revenues	<u><u>\$812.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$755.00
	FICA	101-201-000-715.000	\$57.00
		Net Expenditures	<u><u>\$812.00</u></u>

252 - HYDRO STATION FUND

Total Increase \$37,500.00

Request to increase budget for professional services, gas & oil, City of Ypsilanti 10% of revenue share, and fish escrow expenditure lines. The increase to professional services is for continued engineering consulting for dam issues. The increase to the gas and oil are do to the additional employee usage. The increase to City share and fish escrow are a result of the higher energy revenue produced by the dam. This will be funded by increasing the revenue earned by dam productivity.

Revenues:	Ford Lake Hydro Station	252-000-000-641.003	\$37,500.00
		Net Revenues	<u><u>\$37,500.00</u></u>
Expenditures:	Professional Services	252-252-000-801.000	\$20,000.00
	Gas & Oil	252-252-000-867.000	\$1,000.00
	City of Ypsilanti -10% revenue share	252-252-000-956.009	\$15,000.00
	Fish Escrow	252-252-000-956.019	\$1,500.00
		Net Expenditures	<u><u>\$37,500.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$0.00

Request to increase budget by doing a line transfer from Sheriff Services Cost center #301 to Ordinance Cost center #304. This is to cover temporary employee salaries for ordinance enforcement. This will be funded by reducing the Community Work Program budget and increasing the Temporary Wage budget.

Expenditure:	Community Work Program	266-301-000-830.004	(\$20,000.00)
		Net Revenues	<u><u>(\$20,000.00)</u></u>
Expenditures:	Temporary Salary/Wages	266-304-000-707.000	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>
		Net Budget Change	<u><u>\$0.00</u></u>

Motion to Amend the 2019 Budget (#18)

Move to increase the General Fund budget by \$812 to \$11,002,038 and approve the department line item changes as outlined.

Move to increase the Hydro Fund budget by \$37,500 to \$521,713 and approve the department line item changes as outlined.

Move to increase the Law Enforcement budget by \$0 to \$7,835,851 and approve the department line item changes as outlined.