

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 30, 2020 SPECIAL BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

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

**Legal Counsel Present:** Attorney Wm Douglas Winters

**1. REQUEST OF MICHAEL SARANEN, HYDRO OPERATOR MANAGER TO  
AUTHORIZE THE SUPERVISOR AND CLERK TO SIGN OUR ANNUAL INTERNAL  
USE CONTRACT FOR RENEWABLE ENERGY CREDITS (REC's)**

A motion was made by Trustee Eldridge, supported by Lovejoy Roe to Approve the Request of Michael Saranen, Hydro Operator manager to Authorize the Supervisor and Clerk to Sign Our Annual Internal Use Contract for Renewable Energy Credits (REC's) (see attached).

The motion carried unanimously.

**2. REQUEST OF CARL ROWSEY, COMPOST SITE DIRECTOR TO APPROVE THE  
FOLLOWING FOR CONSTRUCTION OF A NEW COMPOSTING PAD FOR A  
TOTAL AMOUNT OF \$137,161.00**

- A) ACCEPT LOW BIDS FROM MICHIGAN CAT FOR \$10,587.00 AND FARMER UNDERWOOD TRUCKING IN THE AMOUNT OF \$54,000.00
- B) WAIVE FINANCIAL POLICY FOR SINGLE SOURCE SUPPLIERS GER-TURF IN THE AMOUNT OF \$12,574.00 AND CADILLAC ASPHALT IN THE AMOUNT OF \$60,000.00

A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve the Request of Carl Rowsey, Compost Site Director to Approve the Following for Construction of a New Composting Pad for a Total Amount of \$137,161.00.

The motion carried unanimously.

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- 3. REQUEST BY CLERK LOVEJOY ROE TO ACCEPT GRANT FROM TECH AND CIVIC LIFE IN THE AMOUNT OF \$35,445.00 AND AUTHORIZE SUPERVISOR AND CLERK TO SIGN**

**A motion was made by Trustee Jarrell Roe, supported by Clerk Lovejoy Roe to Approve the Request by Clerk Lovejoy Roe to Accept Grant from Tech and Civic Life in the Amount of \$35,445.00 and Authorize Supervisor and Clerk to Sign (see attached).**

**The motion carried unanimously.**

- 4. REQUEST TO APPROVE THIRD AGREEMENT FROM WASHTENAW COUNTY ROAD COMMISSION FOR CRACK SEALING IN THE AMOUNT OF \$14,000.00**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Third Agreement from Washtenaw County Road Commission for Crack Sealing in the Amount of \$14,000.00 (see attached).**

**The motion carried unanimously.**

- 5. REQUEST BY MIKE HOFFMEISTER, RESIDENTIAL SERVICE DIRECTOR AND SUPERVISOR STUMBO TO APPROVE NEW WASTE MANAGEMENT AGREEMENT OR EXTEND EXISTING CONTRACT IF NEW CONTRACT ISN'T APPROVED BY THEIR LEGAL COUNSEL AND AUTHORIZE SIGNING**

**A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve Request by Mike Hoffmeister, Residential Service Director and Supervisor Stumbo to Approve New Waste Management Agreement or Extend Existing Contract if New Contract isn't Approved by their Legal Counsel and Authorize Signing.**

**The motion carried unanimously.**

- 6. BUDGET AMENDMENT #12**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Budget Amendment #12 (see attached).**

**The motion carried unanimously.**

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The meeting adjourned at approximately 5:31 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

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

<b>Buyer:</b>	Charter Township of Ypsilanti	Address: 7200 South Huron River Dr. Ypsilanti, MI 48197
<b>Buyer Contact :</b>	Contact Name: Brenda Stumbo, Supervisor	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
<b>Seller:</b>	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
<b>Seller Contact:</b>	Contact Name: Michael Saranen, Operation Manager Brenda Stumbo, Supervisor	Contact Telephone Number: 734-544-3748 Contact Fax Number: 734-544-3626 Contact E-mail:
<b>Transaction Date:</b>		
<b>Product:</b>	Michigan RECs/IRECs	
<b>Vintage:</b>	May 2019 to November 2019	
<b>Quantity:</b>	1,027	
<b>Purchase Price:</b>	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	
<b>Transfer of RECs:</b>	Seller shall transfer to Buyer via MiREC 1,017 RECs/IRECs on or before December 30, 2020.	
<b>Payment:</b>	<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>	
<b>General Terms and Conditions:</b>	<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.







CENTER FOR  
TECH AND  
CIVIC LIFE

September 23, 2020

Ypsilanti Charter Township, Michigan  
Municipal Clerk  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

Dear Karen Lovejoy Roe,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Ypsilanti Charter Township, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Ypsilanti Charter Township Clerk ("Grantee").

The following is a description of the grant:

**AMOUNT OF GRANT:** \$39,445.00 USD

**PURPOSE:** The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Ypsilanti Charter Township in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and

jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and



CENTER FOR TECH & CIVIC LIFE  
233 N. MICHIGAN AVE., SUITE 1800  
CHICAGO, IL 60601  
[HELLO@TECHANDCIVICLIFE.ORG](mailto:HELLO@TECHANDCIVICLIFE.ORG)



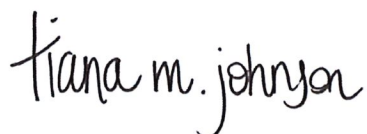
shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.

8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at [grants@techandcivicliflife.org](mailto:grants@techandcivicliflife.org).

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life



GRANTEE

Brenda L. Stumbo

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

Brenda L. Stumbo | Karen Lovejoy Roe

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

Supervisor

Clerk

Date: \_\_\_\_\_

10-5-2020



## 2020 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of Sept., 2020, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

**1. Washtenaw Club View Subdivision (Sec 7):**

Work to include crack sealing. Roads to include:

- Verna Avenue, North Clubview Drive to Edison Avenue
- Senate Avenue, North Clubview Drive to Hillcrest Boulevard
- Greenside Avenue, North Clubview Drive to Edison Avenue
- Valley Drive, Edison Avenue to Hewitt Road
- Senate Avenue, Edison Avenue to Valley Drive
- Elmhurst Avenue, Valley Drive to Burns Avenue
- Midvale Avenue, Edison Avenue to Hewitt Road
- Burns Avenue, North Clubview Drive to Hewitt Road
- Harding Avenue, Edison Avenue to Hewitt Road
- McKinley Avenue, Edison Avenue to Hewitt Road
- Merrill Avenue, Edison Avenue to Hewitt Road

Estimated project cost:

\$ 15,100.00

**2. Huron Dam Subdivision (Sec 24):**

Work to include crack sealing. Roads to include:

- Cottage Lane, Grove Road to Hearthsides Drive
- Hearthsides Drive, Lakeview Avenue to Lakeview Avenue
- Garden Court, Lakeview Avenue to end of road
- Bradley Avenue, Lakeview Avenue to Grove Road
- Moeller Avenue, Lakeview Avenue to Grove Road
- McGregor Avenue, Lakeview Avenue to Grove Road
- Bomber Avenue, Lakeview Avenue to Grove Road
- Wooddale Avenue, Lakeview Avenue to Grove Road
- Ide Avenue, Lakeview Avenue to Grove Road
- Morris Avenue, Ide Avenue to Bradley Avenue

Estimated project cost:

\$ 6,800.00

3. **Manors at Creekside Village Subdivision (Sec 34):**

Work to include crack sealing. Roads to include:

- Creekway Drive, Tuttle Hill Road to end of road
- Creekway Court, Creekway Drive to end of road
- Lakeway Street, Merritt Road to Creekway Drive
- Natalie Drive, Creekway Drive to 7250 Natalie Drive
- Natalie Court, Natalie Drive to end of road

Estimated project cost: \$ 6,100.00

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**AGREEMENT SUMMARY**

2020 LOCAL ROAD PROGRAM

Washtenaw Club View Subdivision (Sec 7)	\$ 15,100.00
Huron Dam Subdivision (Sec 24)	\$ 6,800.00
Manors at Creekside Village Subdivision (Sec 34)	<u>\$ 6,100.00</u>
Subtotal	\$ 28,000.00

Less WCRC 2020 Conventional Matching Funds \$ 14,000.00

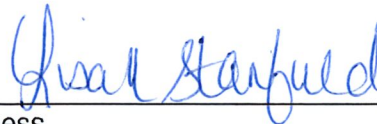
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP  
UNDER THIS AGREEMENT DURING 2020: \$ 14,000.00

FOR YPSILANTI TOWNSHIP:

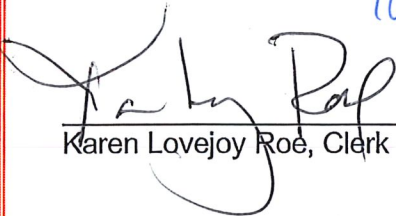


\_\_\_\_\_  
Brenda L. Stumbo, Supervisor

10-5-2020

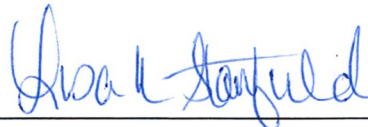


\_\_\_\_\_  
Witness



\_\_\_\_\_  
Karen Lovejoy Roe, Clerk

10-5-2020



\_\_\_\_\_  
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sheryl Soderholm Siddall, Managing Director

\_\_\_\_\_  
Witness



**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #12**

September 30, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND** **Total Increase** \$73,270.00

Request to increase the budget for additional election workers, overtime of Township staff, election supplies including an additional scanner and rental of space at the Marriott, Moose Lodge and Golf Club for the upcoming November election. The Township was awarded a grant from the Center for Tech and Civic Life, a non profit organization, in the amount of \$39,445. This will be funded by a grant and an appropriation of prior year fund balance.

Revenues:	Grants - NonProfit/Private	101-000-000-675.009	\$39,445.00
	Prior Year Fund Balance	101-000-000-699.000	\$33,825.00
		Net Revenues	<u><u>\$73,270.00</u></u>
Expenditures:	Appointed Officials - Election Workers	101-215-000-704.000	\$32,000.00
	Overtime	101-215-000-709.000	\$22,000.00
	Election Supplies	101-215-000-740.010	\$9,670.00
	Equipment Rental	101-215-000-941.000	\$9,600.00
		Net Expenditures	<u><u>\$73,270.00</u></u>

**206 - FIRE FUND** **Total Increase** \$27,000.00

Request to increase budget for the First Responder Hazard Pay Premiums Program (FRHPPP) the Township received from the State to pay our fire first responders \$1,000 each for hazard pay during the Pandemic. The program is funded under Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Revenues:	Other Federal Grants	206-000-000-528.000	\$27,000.00
		Net Revenues	<u><u>\$27,000.00</u></u>
Expenditures:	FRHPPP - Cares Grant	206-206-000-706.016	\$27,000.00
		Net Expenditures	<u><u>\$27,000.00</u></u>

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)** **Total Increase** \$5,500.00

Request to increase budget for the purchase of trees to be planted at our parks and properties. This is funded by a reserve account for tree replacement within the appropriated prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$5,500.00
		Net Revenues	<u><u>\$5,500.00</u></u>
Expenditures:	Capital - Landscape and Trees	212-970-000-975.600	\$5,500.00
		Net Expenditures	<u><u>\$5,500.00</u></u>
Fund Equity	Reserved for Tree Replacement	212-000-000-371.005	(\$5,500.00)
Fund Equity	Fund Balance	212-000-000-390.000	\$5,500.00
			<u><u>\$0.00</u></u>



Motion to Amend the 2020 Budget (#12)

Move to increase the General Fund budget by \$73,270 to \$10,368,837 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$27,000 to \$6,578,582 and approve the department line item changes as outlined.

Move to increase the BSR II Fund budget by \$5,500 to \$2,408,917 and approve the department line item changes as outlined.