

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 19, 2022 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:05PM 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 Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge  
Trustees: Gloria Peterson, John Newman II, Debbie Swanson and Jimmie Wilson Jr.

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**2. PUBLIC COMMENTS**

Thirteen public comments were given.

**3. CONSENT AGENDA**

**A. MINUTES OF THE APRIL 5, 2022 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR APRIL 19, 2022 IN THE AMOUNT OF \$1,166,825.34**
- 2. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR MARCH 2022 IN THE AMOUNT OF \$71,282.35**
- 3. CLARITY HEALTHCARE ADMIN FEE FOR MARCH 2022 IN THE AMOUNT OF \$1,308.69**

A motion was made by Treasurer Eldridge and supported by Trustee Wilson to approve the consent agenda.

The motion passed unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters discussed a lawsuit recently filed against the township by the Ypsilanti Township Citizens for Responsible Government. He stated this group had circulated petitions in opposition of the township's recently adopted zoning ordinance and the zoning for marijuana. Attorney Winters added that the lawsuit is against the State of Michigan and Secretary of State Jocelyn Benson and Ypsilanti Township and Clerk Heather Jarrell Roe and states that they could not get the amount of signatures required in the time allowed, as per state law.

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**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF RESOLUTION 2022-04, PROPOSED ORDINANCE 2022-499 TO AMEND THE TOWNSHIP FIREWORK ORDINANCE (FIRST READING HELD AT THE MARCH 22, 2022 REGULAR MEETING)**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve the 2<sup>nd</sup> reading of resolution 2022-04, proposed ordinance 2022-499 to amend the township firework ordinance (see attached).

Supervisor Stumbo stated this ordinance change was requested by residents that included a young man in junior high.

A roll call vote was held.

Yes – Stumbo, Jarrell Roe, Eldridge, Newman, Peterson, Swanson, Wilson

No - None

**NEW BUSINESS**

- 1. REQUEST TO APPROVE THE STAGE II FINAL SITE PLAN, DETAILED ENGINEERING AND DEVELOPMENT AGREEMENT FOR RANGE USA, LOCATED AT 660 JAMES L. HART PARKWAY**

Planning Director Jason Iacoangeli gave an overview of the project. He stated that Range USA had reached out to the township to see if the parcel of land was zoned properly for their intended use. Mr. Iacoangeli stated the zoning was appropriate for their type of business and that the zoning ordinance is the law for land use in the township. Mr. Iacoangeli added that stage I approval was granted by the board on March 1, 2022. Director Iacoangeli stated that Range USA would not issue a firearm to a customer until they had received a notice to proceed from the ATF, regardless of the three day waiting period. He added that Range USA had agreed to the condition in the development agreement, as well.

Clerk Jarrell Roe stated this parcel had a planned development overlay and asked Mr. Iacoangeli to go over that process. Mr. Iacoangeli stated that the property was already zoned planned development and the underlying zoning from years ago was B3 general business and that the type of use for Range USA fit into the B3 zoning. Mr. Iacoangeli added that since the parcel was zoned planned development, there had to be a public hearing and multiple approvals with the planning commission and township board. He also added that they were able to have a development agreement with Range USA that would have not been possible without the planned development zoning.

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Trustee Swanson asked about how the development agreements are monitored to make sure that the security requirements are working. Attorney Winters answered that because the security features are required in the planned development agreement the township would have the power to enforce the security requirements if it was found they were not being followed. Attorney Winters also added that inspections were possible through the township's business registration policy.

Trustee Newman asked if all conditions in the development agreement have to be met before the business opens. Mr. Iacoangeli answered that all conditions would have to be met before they are issued a certificate of occupancy.

Trustee Swanson asked how the township could make sure that the time period for selling a firearm is being followed. Kevin Ollie, from Range USA answered that it is a companywide policy that no firearms are sold until after the proceed notice is issued from the ATF. He also added Range USA performs internal audits frequently to make sure all stores are following the policy.

Kevin Ollie stated that Range USA has thirty two stores with several more under construction. He added that they are the nation's largest gun safety educator and they offer online classes, as well as private lessons.

Kevin Ollie reviewed a letter that was sent in by a resident and spoke about the safety concerns that were mentioned and Range USA's response to them.

Supervisor Stumbo asked about the concern that has been raised in regard to noise and noise suppression. Mr. Ollie detailed how noise suppression is considered when the stores are built and what products are used to suppress noise.

Trustee Peterson asked how long ago the adjustments were made to the safety concerns in the letter. Mr. Ollie stated that changes were made after each incident. Trustee Swanson stated that these safety issues were not disclosed during the planning commission meetings. Ken Knuckles answered that he answered those questions for the planning commission to the best of his ability and he was not aware of the safety concerns.

Clerk Jarrell Roe stated that the development agreement is in place for that property for perpetuity and that any future owners of this space would still be required to follow the same rules.

Trustee Wilson stated that he felt that he felt the township had been lied to through this process because the safety incidents were not disclosed and that he would be voting no.

Trustee Eldridge asked where the township is at legally with this process. Attorney Winters stated that the zoning ordinance is one of the most legal documents in the township and that the township has to follow the established zoning districts. He added that Range USA submitted a zoning verification letter to confirm their store

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would be considered a permitted use at that location and the answer was yes. Attorney Winters stated that he would not recommend the township becoming involved in a lawsuit where they probably wouldn't prevail.

Supervisor Stumbo stated that she felt it was important that Range USA's agreement to sell any firearms until they receive the proceed notice is memorialized in the development agreement. She added that it was a good thing this parcel was a planned development so they could have a development agreement with Range USA. Supervisor Stumbo stated that this parcel is in the proper zoning location and that Range USA had done everything they were supposed to do from a planning standpoint.

Trustee Swanson stated that she hoped that Range USA understands that they will be part of our community and that she hoped that they would contribute.

Multiple public comments were given.

A motion was made by Trustee Peterson and seconded by Clerk Jarrell Roe to call the question. The motion carried unanimously.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the Stage II Final Site Plan, Detailed Engineering and Development Agreement for Range USA, located at 660 James L. Hart Parkway.

Supervisor Stumbo stated that the idea of working with the community was a great idea and that the township could look into prohibiting gun sales from homes like the City of Ypsilanti did.

Clerk Jarrell Roe spoke of the trauma in our community and in her own family.

The motion passed.

Yes – Stumbo, Eldridge, Jarrell Roe, Newman, Peterson and Swanson.

No - Wilson

**2. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE LOCATED AT 6050 S. IVANHOE BUDGETED IN LINE ITEM #101-729-801-023**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to authorize circuit court litigation to abate a public nuisance located at 6050 S. Ivanhoe budgeted in line item #101-729-801-023.

The motion carried unanimously.

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**3. REQUEST TO APPROVE THE MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING WITH DTE FOR THE INSTALLATION OF TWENTY FOUR (24) STREETLIGHTS FOR HURON ST. IN THE AMOUNT OF \$140,654.16 AND BUDGETED IN LINE ITEM #213-901-986-009 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Jarrell Roe and seconded by Peterson to approve the Master Municipal Agreement for Municipal Street Lighting with DTE for the installation of twenty four (24) streetlights for Huron St. in the amount of \$140,654.16 and budgeted in line item #213-901-986-009 contingent upon approval of the budget amendment (see attached).

The motion carried unanimously.

**4. BUDGET AMENDMENT #6**

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve Budget Amendment #6 (see attached).

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST TO SEEK SEALED BIDS FOR THE REPLACEMENT OF THE ROOF AT FIRE STATION #4 LOCATED AT 8879 TEXTILE**

A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve the request to seek sealed bids for the replacement of the roof at fire station #4 located at 8879 Textile.

The motion carried unanimously.

**2. REQUEST TO SEEK SEALED BIDS FOR ASPHALT REPLACEMENT FOR THE PARKING LOT AT FIRE STATION #3 LOCATED AT 20 S. HEWITT**

A motion was made by Trustee Peterson and seconded by Clerk Jarrell Roe to approve the request to seek bids for the asphalt replacement at fire station #3 located at 20 S. Hewitt

The motion carried unanimously.

**3. REQUEST TO SEEK SEALED BIDS FOR TWO FIRE PUMP ENGINES**

A motion was made Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the request to seek sealed bids for two fire pump engines.

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Supervisor Stumbo stated there is a separate millage for these larger purchases so there is funding available.

The motion carried unanimously.

**OTHER BUSINESS**

There was no other business discussed.

**BOARD MEMBER UPDATES**

Clerk Jarrell Roe stated that the ARPA committee is reviewing language for the webpage and hopes to come back to the board with a couple of recommendations soon.

Trustee Swanson stated that she will personally take some responsibility for the delay of the spending of the money. She added that often money is spent in the same systems and you continue to receive the same results. She added that they are working to find the best way to spend the money that will help people.

Supervisor Stumbo talked about a meeting she attended with realtors and the City of Ypsilanti. She stated they discussed how new property owners are surprised by their taxes because that information does not have to be disclosed.

Supervisor Stumbo discussed a meeting with Underground Printing. She stated they are moving to the township and are interested in being a part of the community.

Supervisor Stumbo stated she met with U of M and the Center for Health and Research. She added that we do have an opportunity index and that is taken into consideration at every meeting. Supervisor Stumbo stated that we are the eighth most economically segregated county in the country.

Supervisor Stumbo said she recently had a meeting with the University Musical Society at U of M and they would like to bring their events here to neighborhood parks and schools.

Supervisor stated she had attended a Willow Run area discussion with Greg Dill and a Wayne County executive to discuss jobs that will be coming to our area and how we can work together to get our people the jobs and training there.

Supervisor Stumbo added that she had attended a meeting with Trustee Newman and Trustee Swanson with the AAATA to discuss their large millage increase.

Clerk Jarrell Roe stated that she would like to thank her staff who worked very hard on verifying petitions and the treasurer's office for their help. She added that we are two weeks away from the YCS election and that the Clerk's office will be open April 30 from 8am – 4pm for voting.

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A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to Adjourn.

Motion carried unanimously.

The meeting was adjourned at approximately 10:11pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Heather Jarrell Roe". The signature is written in a cursive, flowing style.

**Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti**

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2022-04

### ***Amending the Charter Township Code of Ordinances to Amend Section 42-210(b) Entitled “Prohibition on Use of Consumer Fireworks”***

***Whereas***, on ***February 15, 2022*** Ypsilanti Township Supervisor Brenda L. Stumbo sent a Memorandum addressed to the “***Charter Township of Ypsilanti Board of Trustees***” dated ***February 9, 2022*** (a copy of which is attached hereto and incorporated by reference) wherein she requested the Township Board to amend the Township’s “***Fireworks Ordinance***” so as to allow individuals in the Township to discharge fireworks within the Township on ***June 19*** also known as the “***Juneteenth Holiday***,” and

***Whereas***, Juneteenth is a Federal Holiday which recognizes and celebrates ***June 19, 1866*** which is the first day that African Americans in Texas first learned of the “***Emancipation Proclamation***” which was more than two years from when it was initially issued by President Abraham Lincoln; and

***Whereas***, the Ypsilanti Township Board of Trustees is in agreement with the recommendation of the Ypsilanti Township Supervisor Brenda L.



Stumbo that the Township's Fireworks Ordinance be amended so as to allow a person to "...**ignite, discharge or use consumer fireworks within the Township on Juneteenth of each year**" commencing on **June 19, 2022**; and

**Whereas**, proposed Ordinance 2022-04 adds a new section (6) to Section 42-210(b) so as to allow persons in the Township to "**ignite, discharge or use consumer fireworks within the Township on June 19 after 11:00 a.m. until 1:00 a.m. on June 20,**"

**Now Therefore, Be It Resolved** that the Charter Township of Ypsilanti Board of Trustees hereby adopts and incorporates by reference the attached Ordinance No. 2022-04 which Ordinance amends Section 42-210(b) of Charter Township of Ypsilanti's Code of Ordinances entitled "**Fireworks**" so as to allow persons in the Township to "**ignite, discharge or use consumer fireworks within the Township on June 19 after 11:00 a.m. until 1:00 a.m. on June 20.**"

I, Heather Jarrell 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. 2022-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 19, 2022.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**ORDINANCE NO. 2022-499**

*An Ordinance Amending the Charter Township of Ypsilanti's Code of Ordinances Entitled "**Fireworks**" and specifically Section 42-210(b) so as to Permit Persons to Ignite, Discharge or Use Consumer Fireworks within the Charter Township of Ypsilanti on June 19 of Each Year Commencing on June 19, 2022 After 11:00 a.m. Until 1:00 a.m. on June 20*

The Charter Township of Ypsilanti hereby **Ordains** that Section 42-210(b) of the Charter Township of Ypsilanti Code of Ordinances entitled "**Fireworks**" is amended as follows:

**AMEND** paragraph (b) entitled "**Prohibition on Use of Consumer Fireworks**" so as to allow a person to "**ignite, discharge or use consumer fireworks within the Township on Juneteenth of each year commencing on June 19, 2022.**"

**ADD** new paragraph (6) to section (b) entitled "**June 19 After 11:00 a.m. Until 1:00 a.m. on June 20.**"

Severability

Should any section, subsection, sentence or clause of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part that is invalidated.

Effective Date

This Ordinance shall be effective upon publication of a newspaper of general circulation as provided by law.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2022-499 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on April 19, 2022 after first being introduced at a Regular Meeting held on March 22, 2022. The motion to approve was made by member Jarrell Roe and seconded by Peterson YES: Stumbo, Jarrell Roe, Eldridge, Newman, Swanson, Peterson and Wilson ABSENT: None NO: None ABSTAIN: None.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer") (collectively referred to as the "Parties") as of March 22, 2022.

### RECITALS

A. Customer may, from time to time, request Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties' agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as amended and approved by the Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount less than or equal to three (3) years' revenue expected from such Equipment, and less an amount equal to the Post Charge revenue if selected by Customer. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.

5. Post Charge. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, calculated based on the portion of the CIAC Amount that is not paid up front (rounded up to the nearest \$1,000.00 increment).

6. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

7. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company. To the extent that Customer or any other local government authority requires Company to obtain any permits in order to perform any maintenance, repair, replacement or restoration of Equipment under this Master Agreement, Company shall not be responsible for any delay or interruption of service due to such permitting requirements. Customer acknowledges that compliance with such permitting requirements may result in additional charges to Customer (including, without limitation, trip charges associated with demobilizing and remobilizing personnel and materials to the worksite in connection with the pendency of required permit applications).

8. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time (the "Street Lighting Rate"), the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

9. Contract Term This initial term of this Master Agreement shall commence upon date of installation and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the initial term of this Master Agreement shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial

term, this Master 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) calendar days' prior written notice to the other party. Upon termination of this Master Agreement for any reason, before or after the expiration of the initial term, Company shall have the right to disconnect the Equipment and/or remove any Company-owned equipment and a portion of the Equipment corresponding to the extent to which Customer has not paid in full for the Equipment; provided, however, that Company shall not withdraw service, and Customer shall not substitute another source of service, without at least twelve (12) months' written notice to the other party

10. Customer Obligations upon Termination. In the event that this Master Agreement is terminated before the end of the initial term by Company due to an Event of Default or by Customer for convenience, Customer will promptly pay Company which shall include all of the following:

- a. If applicable, the un-recouped portion of the Company Capital Investment pro-rated for the remainder of the initial three-year period;
- b. If applicable, the aggregate total of remaining Post Charge payments that would have come due over the remainder of the applicable period ten (10) years for Post Charge.
- c. The aggregate total of remaining Luminaire Charge payments that would have been charged over the remainder of the applicable initial contract term;
- d. Any Company costs and expenses associated with disconnecting and de-energizing the Equipment from Company power supply sources; and
- e. The cost incurred by the Company to remove Company's Lighting System and restoration of impacted property as commercially reasonable as possible to its original condition.

11. Design Responsibility for Street Light Installation. Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges Company is not responsible for any compliance or noncompliance with IESNA standards or any issues arising therefrom.

12. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%, pursuant to a Purchase Agreement. If Customer wishes to have installation occur prior to 80% occupancy pursuant to a Purchase Agreement, then Customer acknowledges that Customer will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.), and that the CIAC Amount and schedule for completion of the work shall be appropriately modified.

13. Force Majeure. The obligation of Company to perform this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse

weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

14. Subcontractors. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.

15. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Master Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

16. Notices. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

17. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement; (b) the execution and delivery of this Master Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Master Agreement constitutes a legal, valid, and binding agreement of such party.

18. Miscellaneous.

a. This Master Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Master Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Master Agreement without the prior written consent of Company. This Master Agreement shall be binding

upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Master Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Master Agreement.

c. A waiver of any provision of this Master Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Master Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Master Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Master Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

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

Company:

DTE Electric Company

By: Christopher J Hartley  
DE3C40BA065224F5...


Name: Christopher J Hartley

Title: Manager-Sales & Business Development

Date: 4/24/2022

Customer:

Charter Township of Ypsilanti

By: Brenda L Stumbo Heather Janell Roe 

Name: Brenda L Stumbo Heather Janell Roe

Title: Supervisor Clerk

Date: April 29, 2022

**Exhibit A to Master Agreement****Purchase Agreement**


This Purchase Agreement (this "Agreement") is dated as of March 22, 2022 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 8, 2022 (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 Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	64703574	
	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:	[Huron St-James L Hart to S. Huron River Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	24	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install twenty-four (24) 28'6", black, steel posts on frangible transformer base and twenty-four (24) 136w LED with black housing.	
5. Estimated Total Annual Lamp Charges	\$7,931.52	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$164,448.72
	Revenue credit:	\$23,794.56
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$140,654.16</b>
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$140,654.16</b>	
9. 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.	
	If Post Charge "box" is checked the Customer agrees to following term:  10 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.	



10. 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. Stumbal</i> <i>Heather Janell For</i> 
11. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197

12. 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 as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. 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 its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice 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 Customer's 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. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: N/A Title: N/A  
Phone Number: N/A Email: N/A

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

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

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

\*\*\*\*\*

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

Company:

DTE Electric Company

By: Christopher J Hartley  
DocuSigned by:  
DE3C40BA05224E5

Name: Christopher J Hartley

Title: Manager-Sales & Business Development

Date: 4/24/2022

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo | Heather Jarred Roc



Name: Brenda L. Stumbo | Heather Jarred Roc

Title: Supervisor | Clerk

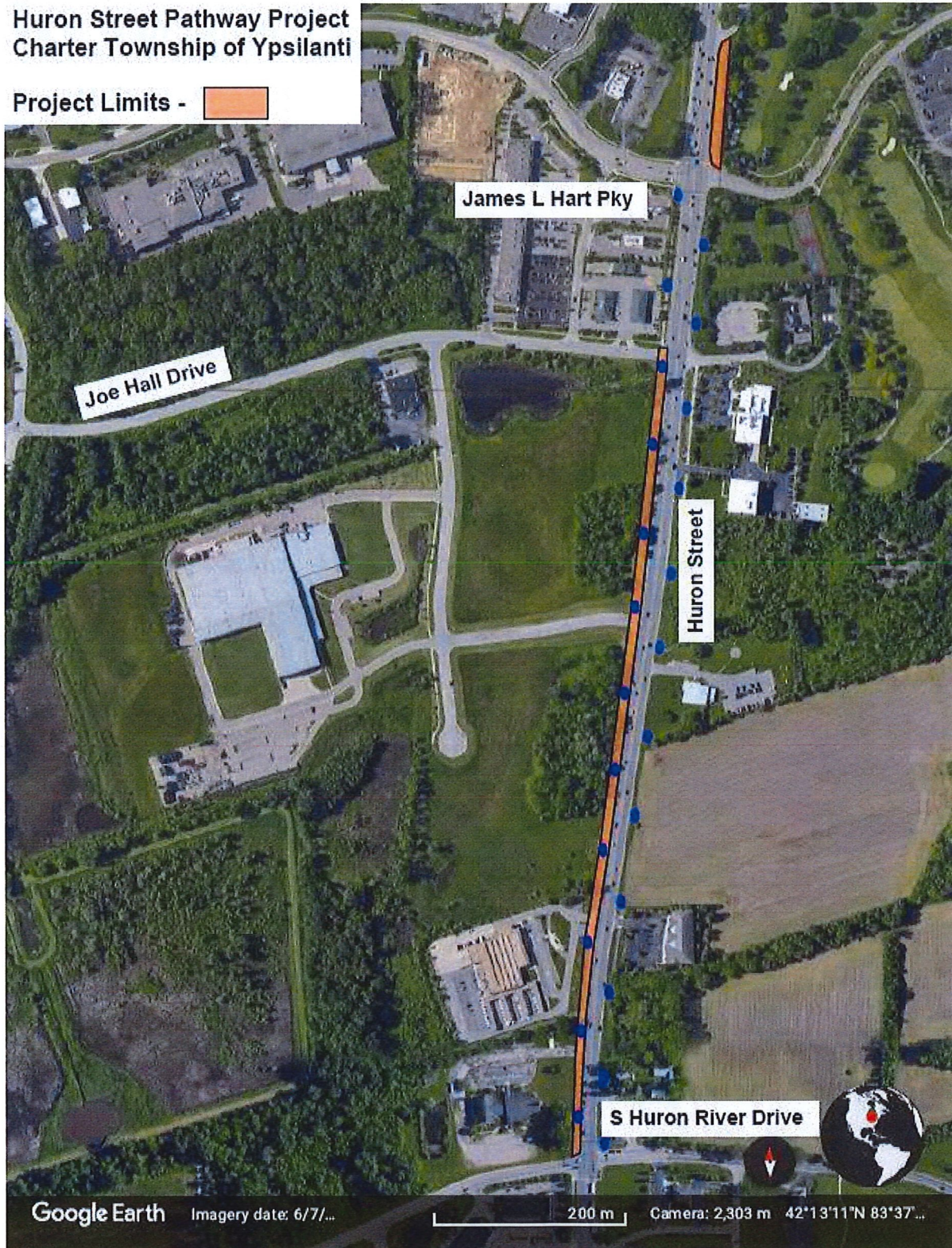
Date: April 29, 2022

### Attachment 1 to Purchase Agreement

### Map of Location

Huron Street Pathway Project  
Charter Township of Ypsilanti

Project Limits - 



**CHARTER TOWNSHIP OF YPSILANTI  
2022 BUDGET AMENDMENT #6**

April 19, 2022

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)</b>	<b>Total Increase</b>	<u><u><b>\$48,966.00</b></u></u>
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Request to increase the budget for DTE to install 24 streetlights on Huron Street. The total DTE agreement is for \$140,654.16. The budget for 2022 currently has \$91,689 budgeted for streetlights. This will be an additional amount to bring the budget to the total project. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$48,966.00
		Net Revenues	<u><u>\$48,966.00</u></u>
Expenditures:	Capital - Pathway Huron #1	213-901-986.009	\$48,966.00
		Net Expenditures	<u><u>\$48,966.00</u></u>

Motion to Amend the 2022 Budget (#6)

Move to increase the Bike, Sidewalk, Rec, Roads (BSRII) Fund budget by \$48,966 to \$2,624,240 and approve the department line item changes as outlined.