

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, February 28, 2017
7:00 PM



CALL TO ORDER at _____ P.M.

A. ROLL CALL: Kurt Heise _____, Mark Clinton _____, Chuck Curmi _____,
Bob Doroshewitz _____, Jerry Vorva _____, Jack Dempsey _____,
Gary Heitman _____

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Regular Meeting - Tuesday, February 28, 2017

D. PROCLAMATION FOR BRIAN DUNLEAVY

E. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

Regular Meeting – Tuesday, February 14, 2017

Study Session – Tuesday, February 21, 2017

Closed Session Minutes – January 17, 2017

D.2 Acceptance of Communications, Resolutions, Reports:

Thank you letter to the Fire Department

Thank you letter to Nancy Jowsey – Fire Department

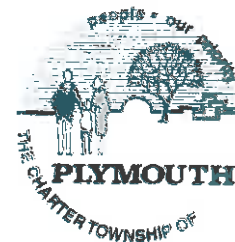
D.3 Approval of Township Bills:

		Year 2017
General Fund	(101)	838,375.51
Solid Waste Fund	(226)	107,307.41
Improvement Revolving Fund (Capital Projects)	(246)	81,104.45
Drug Forfeiture Fund	(265)	--
Golf Course Fund	(510)	1,555.28
Senior Transportation	(588)	12,169.19
Water and Sewer Fund	(592)	508,076.45
Trust and Agency Fund	(701)	6,575.10
Police Bond Fund	(702)	4,540.00
Tax Pool	(703)	--
Special Assessment Capital	(805)	153,470.38
Total:		\$1,713,173.77

F. PUBLIC COMMENTS AND QUESTIONS

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, February 28, 2017
7:00 PM



G. NEW BUSINESS

- 1) Public Hearing –2017 Community Development Block Grant Funds
- 2) Request for Board Action – Approve Local Governing Body Resolution for Charitable Gaming License for Bird Elementary School Parent Teacher Organization (PTO), **Resolution #2017-02-28-06**
- 3) Request for Board Action - Ethics Ordinance – Approve Amendment 19 to Ordinance 1016 – Second Reading, effective date of publication.
- 4) Request for Board Action – Approve a motion showing intent to send the Sanitary Sewer Flows to YCUA and Continue Discussions with the City of Plymouth on their options.
- 5) Request for Board Action – Approve the Emergency Management Resolution **#2017-02-28-07** between the County of Wayne and the Charter Township of Plymouth
- 6) Request for Board Action – Approve Intergovernmental Agreement with Wayne County for Ballpark Lights at McClumpha Park, **Resolution #2017-02-28-08**
- 7) Request for Board Action – Approve Pond Maintenance Agreement
- 8) Request for Board Action - McLeodUSA METRO Act Permit Renewal
- 9) Request for Board Action – Approve Amended Resolution **#2017-02-28-09** to correct a previous resolution approving the transfer of an IFTE certificate from Westport Fuel Systems to Mahle Powertrain LLC.

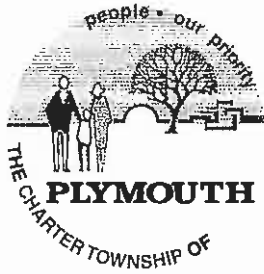
H. SUPERVISOR AND TRUSTEE COMMENTS

I. PUBLIC COMMENTS AND QUESTIONS

J. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**The Public Is Invited and Encouraged To Attend All Meetings of the Board
of Trustees of the Charter Township of Plymouth.**



CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673
www.plymouthtp.org

March, 2017

It gives me great pleasure to offer my sincere congratulations to Brian Dunleavy on the occasion of his selection as Grand Marshall of the 2017 St. Patrick's Day Parade, sponsored by the United Irish Societies.

Brian Dunleavy and his family have been residents of Plymouth Township for over 10 years, and he has a strong connection to Ireland through his parents. He carries on their dreams by keeping Irish history, culture, religious beliefs and traditions alive and well in his own life and that of his family. Brian is continually active in many communities, including the St. Pat's Senior Citizens in downtown Detroit and the Irish Pallottine Fathers. As a matter of fact he was chosen Irish Pallottine Man of the Year in 2013. Currently, Brian is President of the Fraternal Order of United Irish Men, which is the group that organizes the big run just before the annual St. Patrick's Day Parade.

Brian and his brother, Tom Dunleavy, have operated a great "Irish" business, Dunleavy's Irish Pub, which has been in Allen Park for over 40 years.

Congratulations once again on this great honor and may you have continued success in your work with the Greater Detroit Irish community.

Sincerely,

Kurt L. Heise, Supervisor
Charter Township of Plymouth

SUPERVISOR
Kurt L. Heise
(734) 354-3200

CLERK
Jerry Vorva
(734) 354-3224

TREASURER
Mark J. Clinton
(734) 354-3214

TRUSTEES
Charles Curmi, Jack Dempsey
Robert Doroshewitz, Gary Heitman

D.1

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

Supervisor Heise called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Kurt Heise, Supervisor
Jerry Vorva, Clerk
Mark Clinton, Treasurer
Charles Curmi, Trustee
Jack Dempsey, Trustee
Robert Doroshewitz, Trustee
Gary Heitman, Trustee

MEMBERS ABSENT: None

OTHERS PRESENT: Patrick Fellrath, Dir. of Public Utilities
Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
Sandra Groth, Deputy Clerk
Amy Hammye, Deputy Treasurer
Sara Visel, Solid Waste & Public Serv. Coord.
Alice Geletzke, Recording Secretary
18 Members of the Public

B. PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Trustee Gary Heitman.

C. APPROVAL OF AGENDA
Regular Meeting - Tuesday, February 14, 2017

Moved by Mr. Dempsey and seconded by Mr. Clinton to approve the agenda for the Board of Trustees regular meeting of February 14, 2017. Ayes all.

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:
Regular Meeting – Tuesday, November 15, 2016 (Receive and File)*
Regular Meeting – Tuesday, January 24, 2017
Study Session – Tuesday, February 7, 2017
Closed Session Minutes – January 17, 2017
Closed Session Minutes – February 7, 2017

D.2 Acceptance of Communications, Resolutions, Reports:
Building Department – Monthly Report – January, 2017

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

Fire Department – Monthly Report – January, 2017
FOIA Report – Clerk’s Office
FOIA Report – Police Department

D.3 Approval of Township Bills:

		Year 2017
General Fund	(101)	(382,277.87)
Solid Waste Fund	(226)	105,964.84
Improvement Revolving Fund (Capital Projects)	(246)	3,452.60
Drug Forfeiture Fund	(265)	--
Golf Course Fund	(510)	1,218.94
Senior Transportation	(588)	8,701.76
Water and Sewer Fund	(592)	478,856.94
Trust and Agency Fund	(701)	68,417.55
Police Bond Fund	(702)	7,700.00
Tax Pool	(703)	43,725.33
Special Assessment Capital	(805)	30,592.92
Total:		\$366,353.01

***See Addendum to Proposed Minutes for November 15, 2016 from Trustee Doroshewitz**

It was noted that no modification of the November 15, 2016 minutes can be made because too much time has elapsed, per Attorney Bennett, but comments can be made during Trustee Comments. Approval of the Closed Session Minutes of January 17, 2017 was postponed.

Moved by Mr. Heitman and Mr. Doroshewitz to approve the consent agenda for the Board of Trustees regular meeting of February 14, 2017 as amended. Ayes all on a roll call vote.

E. PUBLIC COMMENTS AND QUESTIONS – There were none.

F. NEW BUSINESS

1) Public Hearing –2017 Community Development Block Grant Funds

Moved by Mr. Heitman and seconded by Mr. Dempsey to open the Public Hearing on 2017 Community Development Block Grant Funds at 7:14 p.m. Ayes all.

Mr. Fellrath, Dir. of Public Services, and Sara Visel, Solid Waste and Public Service Coordinator, presented background information and discussed with Board members the uses allowed.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

Susan Bondie asked if other uses were considered, such as other parks or soccer fields. She was informed that restrictions limit uses for the disabled or senior citizens.

There being no further comment from the public, it was moved by Mr. Heitman and seconded by Mr. Doroshewitz to close the public hearing at 7:28 p.m. Ayes all.

- 2) Engagement Letter and Professional Services Agreement with Plante-Moran - Forensic Audit of Hilltop Golf Course.

Mr. Eric Conforti, representing Plante and Moran, addressed the Board and answered questions regarding the scope of services in connection with their forensic audit of Hilltop Golf Course.

Moved by Mr. Heitman and seconded by Mr. Clinton to approve the recommendation as submitted by the Supervisor to enter into the Professional Services Agreement with Plante-Moran to provide consulting, assembly and forensic services, not to exceed \$7,500, to the Township in connection with the Hilltop Golf Course, and to authorize the Supervisor and Clerk to sign same. Ayes all on a roll call vote.

- 3) Ethics Ordinance – Amendment 19 to Ordinance 1016 – First Reading

Mr. Dempsey discussed the proposed ordinance with Board members and noted that it covers public officials and appointees.

Susan Bondie asked whether Section 11, Anti-Nepotism, would cover anyone bringing in a wife, son or daughter to work for the Township. Mr. Bennett noted it would not preclude it, but states it would require a 2/3 vote of the Township Board.

Moved by Mr. Doroshewitz and seconded by Mr. Heitman to approve the first reading of the proposed Ethics Ordinance, Amendment #19, to the Charter Township of Plymouth Code of Ordinances #1016, and further to schedule the second reading and adoption to occur on February 28, 2017 at the regularly scheduled Board of Trustees Meeting, with one modification: Section 2, Immediate Family, strike the remainder of the sentence, “who resides with that person.” Ayes all on a roll call vote.

A copy of the ordinance is on file in the Clerk’s office for public perusal.

- 4) Board of Trustees Public Meeting Rules – 2017

Mr. Dempsey and other Board members discussed various aspects of the proposed rules he drafted with the theme of trying to do business in a very professional and cooperative style. The Board also discussed with Mr. Bennett the need for notification of a Special Meeting if voting is required on items. It was agreed that the proposed list should be entitled “Procedures.”

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BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

Moved by Mr. Heitman and seconded by Mr. Vorva to approve the proposed "Board of Trustees Public Meeting Procedures" as presented, to serve as the standard by which meetings will be conducted by this Board, effective immediately. Ayes all on a roll call vote.

- 5) Annual Wayne County Road Permit Applications, including the letter from Attorney Bennett dated January 18, 2017, Resolution #2017-02-14-04.

Moved by Mr. Curmi and seconded by Mr. Dempsey to approve Resolution No. 2017-02-14-04, authorizing execution of the Annual Maintenance Permit, Annual Pavement Restoration Permit, Annual Street Sweeping Permit, and Annual Special Events Permit with Wayne County to allow the Township to work within the Wayne County Road Right-of-Ways with the inclusion of a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

- 6) McClumpha/Ann Arbor Road Traffic Signal, Resolution #2017-02-14-05

Mr. Heise reviewed the resolution, which was discussed at the Study Session of February 7. It's to be forwarded to all elected officials who are in a position to effectuate timely action on the part of the State to provide the installation of these essential public safety improvements.

Moved by Mr. Heitman and seconded by Mr. Vorva to approve Resolution 2017-02-14-05, urging the State of Michigan to expedite the installation of traffic signals and related safety improvements to the intersection of Ann Arbor Road and McClumpha Road in the Charter Township of Plymouth. Ayes all on a roll call vote.

- 7) Discussion - Fourth of July Picnic – 2017
- 8) Discussion – Fourth of July Fireworks - 2017
- 9) Discussion – Future Township Newsletters and Calendars

Board members discussed the above items, with the possibility of not holding the picnic because of the time, efforts and costs involved in something that is not necessarily the role of government. They also considered attempting to obtain sponsorship of the fireworks from a community organization with a 501-C3, and discussed with Police Chief Tiderington and Fire Chief Phillips the safety concerns involved. Suggestions were also made for lowering the costs of preparing and distributing the community newsletters and the calendar.

During discussion of these items, Sybil Hunter and Rita Gajewski spoke on the negative effects the fireworks and picnic have on their nearby homes. Kim Price of Kimprint offered

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

suggestions on calendar and newsletter preparation and mass mailings. Susan Bondie spoke on her use of the calendar and asked for consideration of those who do not use the computer or I-phones.

G. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Heise gave a reminder of the kickoff for the Citizens Advisory Council on February 22. He also noted there will be a Study Session on February 21.

Mr. Doroshewitz discussed his addendum to the November 15, 2016 meeting minutes.

Moved by Mr. Dempsey and seconded by Mr. Vorva to receive, note and file the memorandum received by Trustee Doroshewitz relating to the meeting minutes of November 15, 2016. Ayes all.

Mr. Heitman reiterated the importance of the Citizens Advisory Council.

Mr. Vorva updated Board members on accounting progress and thanked Accountant Cindy Kushner; Mary Ann Truesdell, an employee in his office; and the Treasurer's Department for their efforts in inputting the financial information.

Mr. Clinton gave a status update on the financial reconciliations and noted that 95.5% of taxes have been collected, or approximately \$6.9 million.

Mr. Curmi had questions about results of the recreation survey and emergency collections.

H. PUBLIC COMMENTS AND QUESTIONS

Susan Bondie had questions about tracking resident/non-resident usage of the golf course.

I. ADJOURNMENT

Moved by Mr. Heitman and seconded by Mr. Dempsey to adjourn the meeting at 9:40 p.m. Ayes all.

Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

February 1, 2017

Trustee Bob Doroshewitz

Addendum to November 15, 2016 Meeting Minutes and Request for Board Action

ITEM: Status of Equitable Sharing Program ("Drug Forfeiture") Audit performed by the Department of Justice (DOJ)

The Request for Board Action and Meeting Minutes ("Records") submitted to the Board for this item contain an unprecedented amount of detail, misstatements of fact and opinions – I dispute the veracity and truthfulness of a number of these statements and characterizations and request that the Board amend or correct the official records and permanent archives. It appears these Records were constructed to be self-serving and to blur the complex set of facts surrounding the DOJ audit, deflecting attention from both the former Treasurer and former Clerk, who failed to properly comply with standard accounting practices and who implied that others were to blame for their failures.

The Records state that the Agenda item was prepared by and was to be presented by Cindy Kushner, Director of Accounting and Financial Reporting and Joe Heffeman, Partner at Plante-Moran, our auditing firm. Both later contradicted those claims and stated that they neither prepared the Records, nor were aware they were expected to present at the November 15, 2016 meeting. At that meeting, the Board was told by the Clerk that Ms. Kushner was sick and was unable to attend to answer Board questions and to confirm statements that were attributed to her, statements she had no knowledge of until after the meeting.

The Records state that the DOJ was contacted in June, 2014 by Supervisor Reaume, Treasurer Edwards and Clerk Conzelman to ask for help filling out forms and ensuring compliance with the Drug Forfeiture rules. They further claim that Jovan Ware, a clerical worker from the DOJ, agreed to send a training team or an audit team to assist. I find this puzzling, as auditors and trainers are two very different roles and one wouldn't ordinarily confuse one with the other. I doubt the DOJ would send three auditors from Chicago, for an extended stay, to deliver a training course. Moreover, Supervisor Reaume confirmed, in an email, that the DOJ was sending staff to provide training; surprisingly, the Training Team (who were actually auditors from the Chicago office of the DOJ Inspector General) arrived on site in August 2014 and immediately morphed itself into a year-long audit team. Additionally, Ms. Ware has no recollection of that conversation and stated that her office, the Asset Forfeiture and Money Laundering Section, of the DOJ does not have "audit teams", nor do they do on-site training for individual police agencies. Ms. Ware further states this claim is not "logical or accurate."

I believe the claim that it was the former Administration who initiated contact with the DOJ is false. Prior to June 4, 2014, Police Chief Tom Tiderington confided in me that he had serious concerns with the filings and he told me that he refused to sign off on the documents as he was denied access to banking information as well as supporting documentation.

In one example, a refrigerated truck rented for the July 4 picnic was illegally charged to the Federal Drug Forfeiture Fund. When Chief Tiderington discovered this improper expenditure and others, the former administration attempted to explain the expenditure as a clerical error, suggesting that the invoice for a "refrigerated truck" (commonly known as a "ref" truck) caused the confusion as they thought it was marijuana related and thus an appropriate drug forfeiture

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BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 14, 2017**

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expenditure. That explanation was laughable as "reefer" is slang that has not been used since the 1960s. As such, I believe that the former administration claimed to have initiated the contact with the DOJ in order to mislead the Board of Trustees as well as the general public.

The relevance is that it was Chief Tiderington, the official charged with substantiating that all funds were properly accounted for who alerted the DOJ as to the many irregularities he discovered.

In fact, the DOJ initiated a criminal inquiry after Chief Tiderington spoke with the DOJ Inspector General Regional Manager Carol Tarazka and met with investigators in January 2014, not after the former Administration spoke with clerical staff Jovan Ware in June 2014 as claimed in the November 15, 2016 agenda item report.

Plante-Moran later confirmed that the accounts were not being properly reconciled and that those with oversight responsibility were blocked from transparency to the records that they are sworn to validate. In fact, in 2013 Plante-Moran conducted a "single Audit" of the 2012 Federal Drug Forfeiture Funds. The report documented several significant financial irregularities and concerns. Even more troubling, the hardcopy report issued by Plante-Moran was hidden in a box underneath the former Treasurer's desk for several months and kept from the Board of Trustees and the public. It was only after I alerted the managing partner at Plante-Moran that the report was not delivered did the Board get copies provided to them, directly from Plante-Moran.

I believe that the most significant DOJ findings were intentionally omitted from the Records, while the least important findings were highlighted. For example, on page 7 of the DOJ audit, the DOJ Auditors describe \$96,506 of missing funds that "were not deposited into the bank account within a reasonable period after receipt."; it went on to state "based on our review of the bank statements, we found that Plymouth Township did not transfer this rebate into the DOJ equitable sharing bank account until September 2014, about two years and three months later and that the amount transferred was only \$ 82,788 of the \$ 96,506." This stunning revelation, that money was unaccounted for over two years, was inexplicably omitted from the Records presented at the November 15, 2016 meeting and was never brought to the attention of the Board.

Another troubling finding, number 2012-1 caused by a lack of preventative controls which would ensure that bank reconciliations are prepared timely and reviewed monthly and cited specific cases where reconciliations were not done. Bank reconciliations are the Clerk's responsibility, these duties were not consistently carried as the Board had otherwise been led to believe.

The Records assert that Ms. Kushner reviewed the bank statements and performed the reconciliations; as noted above, Ms. Kushner was sick and unable to attend to the meeting to verify those claims, but she later indicated that she was told the statements reconciled but never actually saw them and did not personally perform the reconciliations.

Last, the Meeting Minutes state that "Mr. Heffernan and Mr. Edwards reviewed the conflicting emails coming from various individuals in the Department of Justice, first denoting compliance, then asking for compliance." In fact, no email was provided to the Board and the only record available is where when the DOJ sent an "automated" routine email response on October 21, 2016, stating that the forms were received, reviewed and accepted but specifically stating that the Township was in noncompliance.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
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TUESDAY, FEBRUARY 14, 2017**

PROPOSED MINUTES

For these reasons, I again dispute the truth and veracity of the Records and ask that they be stricken in their entirety as a future reader would assume them true, without having this additional background. Should the Board lack authority or the will to correct the records, then I ask that this addendum be included in the permanent archives from the February 14, 2016 meeting and that the official meetings from the November 15, 2016 be amended with a reference to addendum so readers have a fair chance to inspect the disputed facts as submitted by Trustee Bob Doroshewitz, who served in office during the entire period in which these events took place.

Respectfully,

Robert J Doroshewitz
Township Trustee

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, FEBRUARY 21, 2017
PROPOSED MINUTES**

D. 1

Supervisor Heise called the meeting to order at 7:02 p.m.

MEMBERS PRESENT: Kurt Heise, Supervisor
Jerry Vorva, Clerk
Mark Clinton, Treasurer
Charles Curmi, Trustee
Robert Doroshewitz, Trustee
Gary Heitman, Trustee

MEMBERS ABSENT: Jack Dempsey, Trustee

OTHERS PRESENT: Robert Antal, Police Lieutenant
Mark Lewis, Chief Building Official
Dan Phillips, Fire Chief
Sandra Groth, Deputy Clerk
Amy Hammye, Deputy Treasurer
Alice Geletzke, Recording Secretary
19 Members of the Public

PLEDGE OF ALLEGIANCE – Led by Steve Rapson

A. APPROVAL OF AGENDA
Study Session - Tuesday, February 21, 2017

Moved by Mr. Heitman and seconded by Mr. Vorva to approve the agenda for the Board of Trustees Study Session of February 21, 2017. Ayes all.

B. PUBLIC COMMENTS AND QUESTIONS – There were none

C. DISCUSSION RIGHT OF WAY AGREEMENTS/METRO ACT
Attorney Kevin Bennett

Attorney Bennett discussed with Board members the METRO Act (Michigan Extension Telecommunications Rights-of-Way Oversight Act) as it relates to wireless communications within and without rights-of-way. Also discussed was the METRO Act as it pertains to wired telecommunications within public rights-of-way. Mr. Bennett also informed the Board of applications to the Township which are pending.

D. POND AND LANDSCAPING CONTRACTS DISCUSSION – Mark Lewis

Chief Building Official Mark Lewis reviewed with Board members the quotations received for weed and algae control for the park and Township Hall ponds, and for possible renewal of the

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, FEBRUARY 21, 2017
PROPOSED MINUTES**

contract with Serene Landscape Group for landscape maintenance and turf fertilization services in the park and at Township Hall. Board members discussed the possibility of bidding out the landscape contract. Also discussed were various ways of reducing costs.

Ms. Ann Greskowiak, president of Charnwood Condo Association, complimented Serene Landscape Group on the fine job they've done for them.

Mr. Paul Opdyke of Serene Landscape Group addressed the Board and answered questions regarding how the scope of work evolved for the Township Hall and in the park. He indicated they also have a contract with the Downtown Development Authority for landscaping services along the Ann Arbor Road corridor.

E. WAYNE COUNTY ASSESSING PRESENTATION – Doug Shaw, WCA

Aaron Powers and Doug Shaw of Wayne County Assessing gave a presentation regarding the assessing services they've provided Plymouth Township for a number of years. They reviewed the procedures for determining the taxable value and assessed value figures that appear on the assessment change notices which will soon be mailed to all property owners. Property owners then have the Board of Review before which they can appeal their assessments. They also discussed the phase-out of the personal property tax and the WCA staff that mans the Assessing Department in Township Hall.

F. EMERGENCY MANAGEMENT ORDINANCE – Fire Chief Phillips

Fire Chief Phillips presented the Emergency Management Resolution and Support Operation Plan, which updates the last plan from March, 2012. The plan is part of Wayne County Emergency Management and PA 390. This allows the Township to comply with State law and allows the communities to work with the County. This also allows for obtaining funds from the State emergency fund in case of a natural or man-made disaster. The adoption of the resolution also increases the Township's eligibility for receiving grants.

Susan Bondie reminded Board members of the necessity for a plan because of the major highways and major railways upon which dangerous chemicals may be carried.

G. ADDITIONAL CAMERA EXPENSE-TOWN HALL – Clerk Vorva

Mr. Vorva informed the Board the shortcomings of the current camera placement in the Town Hall meeting room in relationship to the podium. Ideas were discussed for moving the present cameras, the podium, or purchasing a new camera. Discussion also evolved into the difficulties involved in attempting to live-stream the meetings

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, FEBRUARY 21, 2017
PROPOSED MINUTES**

H. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Heise mentioned items that will appear on the agenda for the regular meeting February 28. He also spoke about the park money available from Wayne County and a LED lighting proposal for the ball diamonds. He also noted the back buildings at DEHOCO have been torn down and the mess hauled away.

Mr. Doroshewitz expressed concern about the lack of lighting in the parking lot near the park pavilion.

Mr. Curmi asked for an updated status report on SAD reimbursement collected from the County.

Board members also discussed hiring at the park with Steve Rapson, Park Foreman.

I. PUBLIC COMMENTS AND QUESTIONS

In response to a resident's question, Mr. Heise said the snow machine has not yet been sold, though he received three calls today.

J. ADJOURNMENT

Moved by Mr. Heitman and supported by Mr. Vorva to adjourn the meeting at 9:31 p.m. Ayes all.

Jerry Vorva, Township Clerk

February 5, 2017

Chief Dan Phillips

Fire Administration Building

9955 Haggerty Road

Plymouth, Michigan 48170

Dear Chief Phillips:

It is with a happy heart that I write this letter to you.

On January 3rd at approximately 8:50 pm my husband Gary collapsed on the garage steps coming into the house. I found him almost immediately and called 911. Gary did not have a pulse and was turning blue. As I was communicating with 911, rescue was on their way arriving within minutes.

With their professionalism and team work they brought Gary back within minutes never losing sight of total respect for us during this trying time. The doctors at St. Mary's said that they did everything right and if it wasn't for their knowledge and quick response he would not be here today.

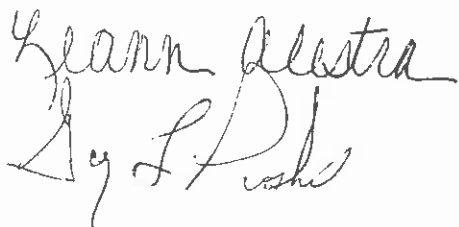
We have visited with Lt. Dave Fox and Douglas Pickert since then to express our gratitude and thanks on a "job well done". We thought you should be aware also that you have an outstanding team that should be recognized.

We are proud to be Plymouth Township residents and proud of the public services provided.

Thank you for choosing such fine people to service our community.

Warm Wishes,

Leann Alestra and Gary Pushee

Handwritten signatures of Leann Alestra and Gary Pushee. The signature for Leann Alestra is written in a cursive style, and the signature for Gary Pushee is also in cursive, appearing as 'Gy L Pushee'.

Dear Nancy,

2/23/2017

Thank you for your service to our community and to the Chief and firefighters. We appreciate your role in keeping us safe. We pray that God gives you wisdom in your job and His grace upon your life.

Lynda Watters @ Living Word Church

D.3

Charter Township of Plymouth
February 28, 2017
Board Meeting Date

2/28/2017	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	838,375.51
SWD(226)	107,307.41
IMPROV. REV.(246)	81,104.45
DRUG FORFEITURE(265)	-
GOLF COURSE FUND - (510)	1,555.28
SENIOR TRANSPORTATION (588)	12,169.19
WATER/SEWER(592)	508,076.45
TRUST& AGENCY(701)	6,575.10
POLICE BOND FUND (702)	4,540.00
TAX POOL(703)	-
SPECIAL ASSESS CAPITAL (805)	153,470.38
TOTAL	1,713,173.77

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION

INVOICE INFORMATION

ADVANCED WIRELESS TELECOM Magtek light connector <i>101-336-851.000</i>	<i>21073131 magtek connector</i>	Invoice Amount: Check Date:	\$130.00 03/02/2017 <i>130.00</i>
ALPHAGRAPHS #336 2017 Solid Waste License Labels <i>226-226-810.000</i>	<i>4"x4" SWD license labels #15902 - 1,049</i>	Invoice Amount: Check Date:	\$351.19 03/02/2017 <i>351.19</i>
NAPA Auto Parts of Plymouth CHARGER <i>101-336-978.000</i>	<i>WHEEL CHARGER</i>	Invoice Amount: Check Date:	\$179.99 03/02/2017 <i>179.99</i>
BLACKWELL FORD INC. U3 oil chg <i>101-336-863.000</i>	<i>U3 Oil chg</i>	Invoice Amount: Check Date:	\$34.12 03/02/2017 <i>34.12</i>
BLACKWELL FORD INC. U1 filter regeneration <i>101-336-863.000</i>	<i>filter regeneration</i>	Invoice Amount: Check Date:	\$85.00 03/02/2017 <i>85.00</i>
CODE SAVVY CONSULTANTS LLC SPRINKLER SYSTEM PLAN REVIEW <i>101-371-818.000</i>	<i>INV 1198 RAVINES OF PLY BLDG 3</i>	Invoice Amount: Check Date:	\$775.00 03/02/2017 <i>775.00</i>
CODE SAVVY CONSULTANTS LLC SPRINKLER SYSTEM PLAN REVIEW <i>101-371-818.000</i>	<i>INV 1204 VRSI</i>	Invoice Amount: Check Date:	\$530.00 03/02/2017 <i>530.00</i>
CODE SAVVY CONSULTANTS LLC SPRINKLER SYSTEM PLAN REVIEW <i>101-371-818.000</i>	<i>INV 1202 PICNIC BASKET</i>	Invoice Amount: Check Date:	\$775.00 03/02/2017 <i>775.00</i>
CORPORATE CLEANING GROUP INC BUILDING CLEANING <i>592-172-776.000</i> <i>101-265-858.000</i>	<i>inv 0462 dpw bldg</i> <i>MAINTENANCE-SENIOR CENTER</i>	Invoice Amount: Check Date:	\$405.00 03/02/2017 <i>345.00</i> <i>60.00</i>
ENGRAVING CONNECTION Date, Reminder, Revised and CTOP Stamps <i>101-253-727.000</i>	<i>Date, Reminder, Revised and CTOP Stamps</i>	Invoice Amount: Check Date:	\$182.70 03/02/2017 <i>182.70</i>
ENRICO GROUP INC, THE Lock for Supervisor's Assistant's Office Door <i>101-171-714.000</i>	<i>Lock for Sup. Asst's Door @ Twp. Hall</i>	Invoice Amount: Check Date:	\$245.00 03/02/2017 <i>245.00</i>
GUARDIAN ALARM CO SENIOR CITIZEN BLDG ALARM <i>101-265-776.000</i>	<i>INV 18410337</i>	Invoice Amount: Check Date:	\$182.28 03/02/2017 <i>182.28</i>
HALT FIRE INC R3 RADIATOR CHECK <i>101-336-863.000</i>	<i>E3 RADIATOR CHECK</i>	Invoice Amount: Check Date:	\$102.00 03/02/2017 <i>102.00</i>
INT'L CONFERENCE OF POLICE CHAPLAIN 2017 Annual Membership - Chaplain McMartin Inv <i>101-305-958.000</i>	<i>Annual Membership - Chaplain McMartin</i>	Invoice Amount: Check Date:	\$125.00 03/02/2017 <i>125.00</i>

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION			INVOICE INFORMATION	
M H R BILLING SERVICES			Invoice Amount:	\$252.00
MONTHLY BILLING FEE			Check Date:	03/02/2017
	<i>101-336-727.000</i>	<i>Monthly Billing fee</i>		<i>252.00</i>
M M L WORKERS' COMPENSATION FUND			Invoice Amount:	\$30,925.00
Worker's Compensation 7/1/2016-7/1/217-Inst			Check Date:	03/02/2017
	<i>101-101-720.000</i>	<i>Board of Trustees</i>		<i>18.84</i>
	<i>101-171-720.000</i>	<i>Supervisor</i>		<i>218.84</i>
	<i>101-201-720.000</i>	<i>Info services</i>		<i>66.34</i>
	<i>101-209-720.000</i>	<i>Assessing</i>		<i>22.11</i>
	<i>101-215-720.000</i>	<i>Clerk</i>		<i>188.37</i>
	<i>101-247-720.000</i>	<i>Board of Review</i>		<i>3.28</i>
	<i>101-253-720.000</i>	<i>Treasurer</i>		<i>188.37</i>
	<i>101-305-720.000</i>	<i>Police</i>		<i>11,358.52</i>
	<i>101-325-720.000</i>	<i>Dispatch</i>		<i>568.72</i>
	<i>101-336-720.000</i>	<i>Fire</i>		<i>13,050.20</i>
	<i>101-371-720.000</i>	<i>Building</i>		<i>381.50</i>
	<i>101-400-720.000</i>	<i>Community Development</i>		<i>58.97</i>
	<i>101-691-720.000</i>	<i>Park</i>		<i>912.22</i>
	<i>101-801-720.000</i>	<i>Planning Commission</i>		<i>11.47</i>
	<i>226-226-720.000</i>	<i>Solid Waste</i>		<i>58.97</i>
	<i>592-172-720.000</i>	<i>Water and Sewer</i>		<i>3,740.29</i>
	<i>101-262-720.000</i>	<i>Election</i>		<i>77.99</i>
National Fire Protection Assoc.			Invoice Amount:	\$175.00
2017 membership			Check Date:	03/02/2017
	<i>101-336-727.000</i>	<i>2017 membership</i>		<i>175.00</i>
NATIONAL FIRE PROTECTION ASSOCIATIO			Invoice Amount:	\$1,345.50
2017 ALL ACCESS FEE			Check Date:	03/02/2017
	<i>101-336-727.000</i>	<i>2017 NFCSS ALL ACCESS</i>		<i>1,345.50</i>
SENIOR ALLIANCE, THE			Invoice Amount:	\$2,224.00
FY 2017 Match - for 2016 statistics			Check Date:	03/02/2017
	<i>101-101-885.000</i>	<i>FY 2017 Match-for 2016 Stats</i>		<i>2,224.00</i>
Sheldon Road Auto Service			Invoice Amount:	\$644.23
Tires - Estimate C-059762			Check Date:	03/02/2017
	<i>101-691-863.000</i>	<i>Truck tires</i>		<i>633.88</i>
	<i>101-691-863.000</i>	<i>Wheel Balance</i>		<i>10.00</i>
	<i>101-691-863.000</i>	<i>Service supplies</i>		<i>0.35</i>
SIEMENS INDUSTRY, INC.			Invoice Amount:	\$155.40
BATTERY FOR FIRE ALARM SYSTEM			Check Date:	03/02/2017
	<i>101-265-776.000</i>	<i>INV 5444432140</i>		<i>155.40</i>
National Emergency Number Assoc.			Invoice Amount:	\$50.00
2017 Membership Dues - Cindy Fell Inv. 3000304			Check Date:	03/02/2017
	<i>101-325-958.000</i>	<i>2017 Telecommunicator</i>		<i>50.00</i>
B S & A SOFTWARE			Invoice Amount:	\$6,300.00
AccessMyGov Internet Services			Check Date:	03/02/2017
	<i>101-209-941.000</i>	<i>Assessing</i>		<i>1,260.00</i>
	<i>101-371-727.000</i>	<i>Building</i>		<i>1,260.00</i>
	<i>101-253-727.000</i>	<i>Tax & Special Assessment</i>		<i>2,520.00</i>
	<i>592-172-727.000</i>	<i>Public Services</i>		<i>1,260.00</i>

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION			INVOICE INFORMATION	
BLACKWELL FORD INC. DPW 419 - 2016 F-250			Invoice Amount:	\$748.92
			Check Date:	03/02/2017
	592-291-863.000	Door Repair		748.92
OCCUPATIONAL HEALTH CENTERS OF MI Screening			Invoice Amount:	\$39.00
			Check Date:	03/02/2017
	592-172-727.000	James Scholten		39.00
Cardno, Inc. Refund			Invoice Amount:	\$571.65
			Check Date:	03/02/2017
	701-100-054.000	Refund-Special Water Permit # 312		571.65
ETNA SUPPLY Main repairs			Invoice Amount:	\$905.94
			Check Date:	03/02/2017
	592-291-935.000	SS1-9.40 x 24 Repair Clamp		387.94
	592-291-935.000	SS1-7.24x16 Repair clamp		518.00
ETNA SUPPLY Quote dated 9/28/16			Invoice Amount:	\$1,135.84
			Check Date:	03/02/2017
	592-291-934.000	Mueller 107 Bonnet		289.20
	592-291-934.000	Mueller Stem Hut		174.00
	592-291-934.000	Mueller wiper ring		125.20
	592-291-934.000	Mueller bonnet repair		333.60
	592-291-934.000	107 Screw pin		73.18
	592-291-934.000	107 Operating Nut		140.66
GUARDIAN ALARM CO Hilltop Golf Course Alarm			Invoice Amount:	\$106.43
			Check Date:	03/02/2017
	510-510-737.000	Alarm 2/1/17 - 2/28/17		106.43
GUARDIAN ALARM CO Hilltop Golf Course Alarm			Invoice Amount:	\$105.00
			Check Date:	03/02/2017
	510-510-737.000	Alarm 1/1/2017 - 1/31/2017		105.00
L. Anthony Construction Refund			Invoice Amount:	\$462.20
			Check Date:	03/02/2017
	701-100-054.000	Refund-Special Water Permit # 309		462.20
NORTHVILLE, CHARTER TOWNSHIP OF February 2017 Five Mile Road Corridor Proj.			Invoice Amount:	\$233.75
			Check Date:	03/02/2017
	101-400-818.000	12-14-16 5 Mile Corridor Project Copay		233.75
J & B MEDICAL SUPPLY INC medical supplies			Invoice Amount:	\$11.90
			Check Date:	03/02/2017
	101-336-836.000	ped elec		11.90
CORPORATE CLEANING GROUP INC BUILDING CLEANING			Invoice Amount:	\$2,341.50
			Check Date:	03/02/2017
	101-265-776.000	Cleaning		893.97
	101-305-776.000	MAINTENANCE-GROUNDS		904.42
	592-172-776.000	MAINTENANCE-GROUNDS		187.11
	101-336-776.000	MAINTENANCE-GROUNDS		93.50
	101-325-818.000	CONTRACTUAL SERVICES		262.50
CODE SAVVY CONSULTANTS LLC PLAN REVIEW FOR SPRINKLER SYSTEM 47711 CL			Invoice Amount:	\$395.00
			Check Date:	03/02/2017
	101-371-818.000	INV 1203		395.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

MICHIGAN AIR SOLUTIONS, LLC Equipment maint <i>101-336-851.000</i>	<i>Compressor Maintenance Sta#1</i>	Invoice Amount: Check Date:	\$236.42 03/02/2017 236.42
OFFICE DEPOT Office Supplies <i>101-215-727.000</i>	<i>Supplies, Order #899397784-001</i>	Invoice Amount: Check Date:	\$23.94 03/02/2017 23.94
OFFICE DEPOT Office Supplies <i>101-215-727.000</i>	<i>Office Supplies, Order #899395718-001</i>	Invoice Amount: Check Date:	\$633.34 03/02/2017 633.34
OFFICE DEPOT Office Supplies <i>101-215-727.000</i>	<i>Supplies, Order #899397785-001</i>	Invoice Amount: Check Date:	\$4.29 03/02/2017 4.29
OFFICE DEPOT Office Supplies <i>101-215-727.000</i>	<i>Supplies, Order #899411399-001</i>	Invoice Amount: Check Date:	\$20.15 03/02/2017 20.15
OFFICE DEPOT Office Supplies <i>101-215-727.000</i>	<i>Supplies, Order #8899411937-001</i>	Invoice Amount: Check Date:	\$39.50 03/02/2017 39.50
OFFICE DEPOT Office Supplies <i>101-171-727.000</i>	<i>Hammermill Copy Paper - letter size</i>	Invoice Amount: Check Date:	\$146.63 03/02/2017 39.26
<i>101-209-727.000</i>	<i>Hammermill Copy Paper - letter (assess.)</i>		39.26
<i>101-171-727.000</i>	<i>Staples - box of 5000</i>		1.06
<i>101-171-727.000</i>	<i>Papermate flair pens - blue</i>		12.99
<i>101-171-727.000</i>	<i>Papermate flair pens - red</i>		12.99
<i>101-171-727.000</i>	<i>Papermate flair pens - black</i>		11.79
<i>101-209-727.000</i>	<i>Pilot Precise Pens - red (assessing)</i>		13.93
<i>101-209-727.000</i>	<i>Pilot Precise Pens - Blue (assessing)</i>		12.95
<i>101-171-727.000</i>	<i>Office Depot Pro style highlighters</i>		2.40
OFFICE DEPOT Office Supplies <i>101-171-727.000</i>	<i>paper clips - vinyl coated - box of 1000</i>	Invoice Amount: Check Date:	\$9.99 03/02/2017 9.99
SEHI COMPUTER PRODUCTS Quote # Q00086822 -Ink Cartridges HP 80 X (dual <i>101-209-727.000</i>	<i>TBC4096A-IL (assessing)</i>	Invoice Amount: Check Date:	\$513.18 03/02/2017 40.00
<i>101-171-727.000</i>	<i>HP 80X Black Dual Pack (Supervisor)</i>		236.59
<i>101-209-727.000</i>	<i>HP 80X Black Dual Pack (Friendship Sta)</i>		236.59
Luigi Ferdinandi & Son Cement 2016 Sidewalk Repair Program <i>805-805-970.005</i>	<i>2016 Sidewalk Repair Program</i>	Invoice Amount: Check Date:	\$153,440.73 03/02/2017 153,440.73
Total Amount to be Disbursed:			\$208,298.71

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

OAKLAND COUNTY RADIO COMMUNICATIONS		Invoice Amount:	\$2,038.04
Oct-Dec Comp program		Check Date:	03/01/2017
	101-336-727.000	Oct-Dec computer program	2,038.04
PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$294.01
DECEMBER 2016 FUEL		Check Date:	03/01/2017
	101-371-863.000	INV 001317	294.01
PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$3,166.71
December Fuel Inv. 001317 1/03/17		Check Date:	03/01/2017
	101-305-863.000	Patrol Vehicles	3,096.70
	101-325-963.000	PSA Vehicle	70.01
AIRGAS USA, LLC		Invoice Amount:	\$313.08
Ox tank rental		Check Date:	03/01/2017
	101-336-836.000	Oxygen tank rental	313.08
Ray's Painting		Invoice Amount:	\$605.00
SUPERVISORS AREA OFFICE PAINTING		Check Date:	03/01/2017
	101-265-776.000	INV 699	605.00
SURE-FIT LAUNDRY CO.		Invoice Amount:	\$22.50
Prisoner Blanket Cleaning Inv. 371894 11/10/201		Check Date:	03/01/2017
	101-325-851.000	Blanket Cleaning	22.50
SURE-FIT LAUNDRY CO.		Invoice Amount:	\$11.25
Prisoner Blanket Cleaning Inv. 372653 11/24/16		Check Date:	03/01/2017
	101-325-851.000	Blanket Cleaning	11.25
SURE-FIT LAUNDRY CO.		Invoice Amount:	\$9.00
Prisoner Blanket Cleaning Inv. 373003 12/1/2016		Check Date:	03/01/2017
	101-325-851.000	Blanket Cleaning	9.00
WEST PAYMENT CENTER		Invoice Amount:	\$196.89
Clear Investigations Advanced Inv. 835334953 1/		Check Date:	03/01/2017
	101-305-960.000	December 1-31, 2016	196.89
SPALDING DEDECKER ASSOCIATES, INC.		Invoice Amount:	\$9,042.50
Engineering Fees - Dec 2016		Check Date:	03/01/2017
	101-400-818.000	December 2016 Monthly Retainer 73057	500.00
	592-172-818.000	AT&T 73051	260.00
	592-172-818.000	Comcast 73050	305.00
	592-172-818.000	Comcast 73049	260.00
	592-172-818.000	Mobilite Metro Act 73048	135.00
	592-172-818.000	Buckeye Pipe Line Remediation 73047	135.00
	592-172-818.000	WOW 73046	237.50
	592-172-818.000	Comcast 73045	237.50
	701-100-014.000	Undercover Self Storage 73044	540.00
	246-246-970.150	Plymouth Twp Park Playscape 73042	711.25
	701-100-014.000	Reserve Site Condo 73041	135.00
	701-100-014.000	Rayyan Center 73040	3,606.25
	701-100-014.000	Jogue Bldg Addition 73038	247.50
	701-100-014.000	Bosch Phase II Engineering 73037	135.00
	701-100-014.000	Ravines of Plymouth 73035	90.00
	701-100-014.000	Picnic Basket Engineering 73036	787.50
	101-400-818.000	Our Lady of Good Counsel 73039	270.00
	101-400-818.000	Andover Phase 2 73043	450.00

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION****WAYNE COUNTY**

Beck Rd Reconstruction

246-246-970.225
592-100-180.000

Sidewalk
Watermain

Invoice Amount: \$217,128.20**Check Date: 03/01/2017**

79,893.20
137,235.00

ALLIE BROTHERS UNIFORMS

Point Blank Hi Lite Vest II Black MCAXII - Ofc. Cio

101-305-758.000

Serial 160000651101/160000651156

Invoice Amount: \$650.00**Check Date: 03/01/2017**

650.00

ALLIE BROTHERS UNIFORMS

Point Blank Hi Lite Vest II Black MCAXII - Lt. Brot

101-305-758.000

Serial 160000675824/160000675891

Invoice Amount: \$650.00**Check Date: 03/01/2017**

650.00

Total Amount to be Disbursed: \$234,127.18

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION**

35TH DISTRICT COURT			Invoice Amount:	\$1,000.00
POLICE BOND 2/14/2017			Check Date:	02/22/2017
	<i>702-100-087.000</i>	<i>5662</i>		<i>500.00</i>
	<i>702-100-087.000</i>	<i>5663</i>		<i>500.00</i>
35TH DISTRICT COURT			Invoice Amount:	\$800.00
POLICE BOND 2/13/2017			Check Date:	02/22/2017
	<i>702-100-087.000</i>	<i>5660</i>		<i>500.00</i>
	<i>702-100-087.000</i>	<i>5661</i>		<i>300.00</i>
35TH DISTRICT COURT			Invoice Amount:	\$700.00
POLICE BOND 1/30/2017			Check Date:	02/22/2017
	<i>702-100-087.000</i>	<i>6141</i>		<i>300.00</i>
	<i>702-100-087.000</i>	<i>6142</i>		<i>200.00</i>
	<i>702-100-087.000</i>	<i>6146</i>		<i>200.00</i>
			Total Amount to be Disbursed:	\$2,500.00

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VENDOR INFORMATION
INVOICE INFORMATION
ALERUS FINANCIAL

Defined Contribution - 2/3/17

	<i>101-325-714.050</i>	Define Contribution -Dispatch (Employer)	878.04
	<i>101-100-231.000</i>	Employee Cont -all	551.62
	<i>101-100-231.000</i>	Define Contribution-Police (ER)	500.44

Invoice Amount: \$1,930.10
Check Date: 02/22/2017
C.O.A.M. - PLYMOUTH TOWNSHIP

COAM Union Deductions - February 2017

	<i>101-100-232.050</i>	Fetner, William J.	71.12
	<i>101-100-232.050</i>	Krebs, Ryan	71.12
	<i>101-100-232.050</i>	Kudra, Daniel J.	71.12
	<i>101-100-232.050</i>	Seipenko, Todd A.	71.12
	<i>101-100-232.050</i>	Hoffman, Marc	71.12

Invoice Amount: \$355.60
Check Date: 02/22/2017
JOHN HANCOCK LIFE INSURANCE CO.

EMPLOYEE W/H PAYROLL 2/3/17

	<i>592-100-231.000</i>	BARTLETT	94.24
	<i>588-100-231.000</i>	BOYCE	75.38
	<i>101-100-231.000</i>	COOBATIS	175.77
	<i>101-100-231.000</i>	CULVER	100.45
	<i>592-100-231.000</i>	COURTER	125.54
	<i>592-100-231.000</i>	FELLRATH	197.03
	<i>101-100-231.000</i>	HALLER	91.08
	<i>101-100-231.000</i>	HAMMYE	108.94
	<i>101-100-231.000</i>	JANKS	184.10
	<i>592-100-231.000</i>	KRUEGER	99.00
	<i>101-100-231.000</i>	KUSHNER	157.69
	<i>101-100-231.000</i>	LEWIS	169.89
	<i>592-100-231.000</i>	MELOW	293.08
	<i>592-100-231.000</i>	NELSON	78.24
	<i>592-100-231.000</i>	OVERAITIS	94.24
	<i>101-100-231.000</i>	PAWLOWSKI	65.24
	<i>101-100-231.000</i>	PICKERT	100.45
	<i>101-100-231.000</i>	SCHOLTEN	94.24
	<i>101-100-231.000</i>	SMITH, C	100.45
	<i>592-100-231.000</i>	SNELL	100.00
	<i>592-100-231.000</i>	THOMAS	89.56
	<i>101-100-231.000</i>	TIDERINGTON T	220.58
	<i>101-100-231.000</i>	WALLACE	120.90
	<i>592-100-231.000</i>	WORTH	70.72
	<i>592-100-231.000</i>	Pumphrey Z	70.72
	<i>101-100-231.000</i>	Bonadeo Mark	80.36
	<i>101-100-231.000</i>	Brams	111.54
	<i>101-100-231.000</i>	Clinton	195.02
	<i>101-100-231.000</i>	Groth, S	132.50
	<i>101-100-231.000</i>	Helse	214.20
	<i>101-100-231.000</i>	Vorva	195.02

Invoice Amount: \$4,006.17
Check Date: 02/22/2017
JOHN HANCOCK LIFE INSURANCE CO.

EMPLOYER MATCH PAYROLL 2/3/17

	<i>592-291-714.040</i>	BARTLETT	282.72
	<i>588-588-714.010</i>	BOYCE	226.13
	<i>101-171-714.010</i>	COOBATIS	527.30
	<i>101-336-714.020</i>	CULVER	301.35
	<i>592-291-714.040</i>	COURTER	376.61
	<i>592-291-714.010</i>	FELLRATH	591.10
	<i>101-305-714.010</i>	GORDON	278.66
	<i>101-265-714.010</i>	HAACK	231.41

Invoice Amount: \$14,104.05
Check Date: 02/22/2017

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VENDOR INFORMATION**INVOICE INFORMATION**

101-336-714.020	HALLER	273.23
101-253-714.010	HAMMYE	326.82
101-201-714.010	JANKS	552.31
101-336-714.010	JOWSEY	242.44
592-291-714.040	KRUEGER	297.00
101-215-714.010	KUSHNER	473.08
592-172-714.010	LATAWIEC	264.94
101-215-714.010	LECLAIR	306.56
101-371-714.010	LEWIS	509.68
592-291-714.040	MELOW	297.00
592-291-714.040	NELSON	234.72
592-291-714.040	OVERAITIS	282.72
101-371-714.010	PALMARCHUK	278.66
101-305-714.010	PAWLOWSKI	242.44
101-336-714.020	PICKERT	301.35
101-371-714.010	PUMPHREY	306.56
592-291-714.010	SCHOLTEN	282.72
101-336-714.020	SMITH, C	301.35
592-172-714.010	SNELL	242.44
592-291-714.040	THOMAS	268.68
101-305-714.010	TIDERINGTON T	661.75
592-172-714.010	VISEL	275.96
101-171-714.010	WALLACE	362.69
592-291-714.040	Worth	212.16
592-291-714.040	Pumphrey Z	212.16
101-336-714.020	Bonadeo Mark	241.08
592-172-714.010	Martin, Carol	242.44
101-325-714.010	Bonadeo, Karen	250.99
101-171-714.010	Brams	334.62
101-253-714.010	Clinton	585.06
101-171-714.010	Heise	642.60
101-215-714.010	Groth, Sandra	397.50
101-215-714.010	Vorva	585.06

NATIONWIDE RET SOL USCM/MIDWEST

Pay Period End 1/29/17

Invoice Amount: \$13,719.93
Check Date: 02/22/2017

101-100-239.000	ANTAL	307.68
101-100-239.000	ATKINS	550.00
592-100-239.000	BARTLETT	40.00
101-100-239.000	BEREZAK	200.00
101-100-239.000	BONADEO	200.00
101-100-239.000	BONO	100.00
101-100-239.000	BROTHERS	275.00
101-100-239.000	BULMER	100.00
101-100-239.000	CHESTON	300.00
101-100-239.000	CIOMA	335.00
101-100-239.000	CLARK	20.00
101-100-239.000	COFFELL	125.00
101-100-239.000	CONROY	10.00
101-100-239.000	COOBATIS	650.00
592-100-239.000	COURTER	150.00
101-100-239.000	CULVER	50.00
101-100-239.000	CURMI, CHARLES	415.65
101-100-239.000	DEVOTO	360.00
101-100-239.000	FELL	225.00
101-100-239.000	FETNER	100.00
101-100-239.000	FOX	100.00
101-100-239.000	FRITZ	200.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-239.000	HARRELL	200.00
101-100-239.000	HOFFMAN	500.00
101-100-239.000	JANKS	200.00
101-100-239.000	JOWSEY	30.00
101-100-239.000	KREBS	250.00
592-100-239.000	KRUEGER	150.00
101-100-239.000	KUDRA	200.00
592-100-239.000	LATAWIEC	175.00
101-100-239.000	LECLAIR	275.00
101-100-239.000	LEWIS	20.00
101-100-239.000	LINTON	150.00
101-100-239.000	MACK	250.00
101-100-239.000	MALLARI	200.00
101-100-239.000	MANGAN	130.00
592-100-239.000	MELOW	67.00
592-100-239.000	OVERAITIS	50.00
101-100-239.000	PAWLOWSKI	200.00
101-100-239.000	PHILLIPS	35.00
101-100-239.000	PICKERT	100.00
101-100-239.000	PUMPHREY	150.00
101-100-239.000	RANDALL	300.00
101-100-239.000	RIPP	200.00
101-100-239.000	RODRIGUEZ	50.00
101-100-239.000	ROZUM	250.00
101-100-239.000	RUPARD	200.00
101-100-239.000	SEIPENKO	200.00
592-100-239.000	SNELL	100.00
101-100-239.000	TEFEND	200.00
101-100-239.000	TIDERINGTON, S	100.00
101-100-239.000	VILLET	100.00
592-100-239.000	VISEL	100.00
101-100-239.000	WALLACE	200.00
101-100-239.000	Bartram, Brad	75.00
101-100-239.000	Smitherman, J	75.00
101-100-239.000	Conely	100.00
101-100-239.000	Turley	20.00
101-100-239.000	Kushner	923.00
101-100-239.000	Hayes	150.00
101-100-239.000	Maples	50.00
101-100-239.000	FITZGERALD	30.00
101-100-239.000	TIDERINGTON, T	1,139.00
101-100-239.000	HAMMYE, A	782.00
101-100-239.000	McParland, Jeff	200.00
101-100-239.000	Cebulski	30.60

P.O.A.M. - PLYMOUTH TOWNSHIP

POAM Union Deductions - February 2017

Invoice Amount: \$1,789.90**Check Date: 02/22/2017**

101-100-232.010	Bartram, Brad	66.12
101-100-232.040	Berezak, Jennifer	44.75
101-100-232.040	Bulmer, Cassandra M.	49.75
101-100-232.010	Cheston, Steven	66.12
101-100-232.010	Cioma, Bradley A.	66.12
101-100-232.040	Clark, Kristina R.	49.75
101-100-232.010	Coffell, Steven John	66.12
101-100-232.040	Fell, Cynthia	44.75
101-100-232.010	Fetter, Jeffery D.	66.12
101-100-232.010	Fritz, Michael	66.12
101-100-232.010	Hayes, Jason	66.12

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-232.010	Hinkle, Michael T.	66.12
101-100-232.040	Innes, Donna M.	49.75
101-100-232.010	King, Caitlin E.	66.12
101-100-232.010	Linton, Marcy Kay	66.12
101-100-232.010	McParland, Jeffrey K.	66.12
101-100-232.010	Ripp, Jason R.	66.12
101-100-232.040	Rodriguez, Tracy	44.75
101-100-232.010	Rozum, Charles J.	66.12
101-100-232.010	Rupard, Bryan J.	66.12
101-100-232.010	Schemanske, Jeremy	66.12
101-100-232.040	Smith, Stephanie	44.75
101-100-232.010	Smitherman, Joseph A.	66.12
101-100-232.010	Tiderington, Scott R.	66.12
101-100-232.040	Turley, Melanie A.	44.75
101-100-232.010	Warring, Aaron Thomas	66.12
101-100-232.040	Fitzgerald, James	49.75
101-100-232.040	Bosworth Andrea	44.75
101-100-232.010	Cox, John	66.12
101-100-232.010	Maples, Jeffry	66.12

TEAMSTER LOCAL # 214

Teamster Local #214 - January 2017

Invoice Amount: \$441.00
Check Date: 02/22/2017

101-100-232.030	Bartlett, James	53.00
101-100-232.030	Krueger, Randy	56.00
101-100-232.030	Melow, Steven	56.00
101-100-232.030	Overaltis, Joseph	53.00
101-100-232.030	Scholten, James	53.00
101-100-232.030	Thomas, James	50.00
101-100-232.030	Nelson, David	40.00
101-100-232.030	Pumphrey, Zachary	40.00
101-100-232.030	Worth, Joshua	40.00

TECHNICAL, PROFESSIONAL AND OFFICE-

TPOAM Union Deductions - FEBRUARY 2017

Invoice Amount: \$527.00
Check Date: 02/22/2017

101-100-232.060	Bonadeo, Karen E.	31.00
101-100-232.060	Bono, Jennifer A.	15.50
101-100-232.060	De Biasi, Lia M.	15.50
101-100-232.060	Devoto, Claudia P.	15.50
101-100-232.060	Glennie, Gail A.	15.50
101-100-232.060	Gordon, Cheryl	31.00
101-100-232.060	Haack, David	31.00
101-100-232.060	Jowsey, Nancy	31.00
101-100-232.060	Kline, Anne E.	15.50
101-100-232.060	Latawiec, Kelly	31.00
101-100-232.060	Leclair, Diane L.	31.00
101-100-232.060	MacDonald, Kenneth E.	15.50
101-100-232.060	MacDonell, Carol A.	15.50
101-100-232.060	Martin, Carol R.	31.00
101-100-232.060	Palmarchuk, Cheri	31.00
101-100-232.060	Pawlowski, Donna E.	31.00
101-100-232.060	Pumphrey, Kathryn	31.00
101-100-232.060	Snell, Donna Sue	31.00
101-100-232.060	Truesdell, Mary Ann	15.50
101-100-232.060	Visel, Sarah J.	31.00
101-100-232.060	Geletzke, Alice	15.50
101-100-232.060	Richardson, Michael	15.50

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

ADP INC			Invoice Amount:	\$2,844.46
ADP Enterprrie eTime & Workforce Now 2-10-17			Check Date:	02/22/2017
101-290-941.000	Enterprise eTime 7 Workforce Now			2,844.46
ADP INC			Invoice Amount:	\$371.05
Payroll processing - period ending 1/29/17			Check Date:	02/22/2017
101-290-941.000	Payroll processing 1/29/17			371.05
BLUE CROSS/BLUE SHIELD OF MICHIGAN			Invoice Amount:	\$5,892.81
Retiree Health March 2017			Check Date:	02/22/2017
101-336-714.000	Belsky			535.71
101-336-714.000	Honke			535.71
101-336-714.000	Knupp			535.71
101-336-714.000	Maas			535.71
101-336-714.000	Mothersbaugh			535.71
101-336-714.000	MothersbaughS			535.71
101-336-714.000	Belsky B			535.71
101-336-714.000	Hagopian G			535.71
101-336-714.000	Knupp :			535.71
101-305-714.000	Jarvis			535.71
101-305-714.000	Jarvis (Feb. 17 only)			535.71
COMCAST			Invoice Amount:	\$194.85
Cable service Feb 2017			Check Date:	02/22/2017
101-691-931.000	Lakepointe Soccer fields			64.95
101-336-921.000	FS#3			64.95
101-325-853.000	Video arraignment			64.95
CONROY, WILLIAM			Invoice Amount:	\$39.99
Iphone case reimbursement			Check Date:	02/22/2017
101-336-727.000	Reimbursement for Iphone case			39.99
CONSUMERS ENERGY			Invoice Amount:	\$10,528.62
Consumer monthly Jan17 - Feb17			Check Date:	02/22/2017
101-171-921.000	Supervisor			590.52
101-201-921.000	Info Services			315.98
101-209-921.000	Assessing			169.04
101-215-921.000	Clerk			513.19
101-253-921.000	Treasurer			214.33
101-265-854.000	Twp. Hall			325.58
101-305-921.000	Police			1,695.89
101-325-921.000	Dispatch			705.97
101-336-921.000	Fire			2,177.66
101-371-921.000	Building			371.77
101-400-921.000	Community Development			208.26
101-691-921.000	Park			895.71
226-226-921.000	Solid Waste			48.94
592-172-921.000	DPW			1,931.65
510-510-737.000	Golf Course			213.73
592-444-745.000	DPW			150.40
DELTA DENTAL PLAN OF MI			Invoice Amount:	\$10,515.68
Dental 3-1-17--3-31-17			Check Date:	02/22/2017
101-305-714.000	Antal			117.82
101-336-714.000	Atkins			117.82
101-305-714.000	Bartram			69.22
101-325-714.000	Berezak			37.41

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

101-305-714.000	Brothers	117.82
592-172-716.000	Bruce	69.22
101-336-714.000	Bukis	117.82
101-305-714.000	Cheston	117.82
101-325-714.000	Clark	117.82
101-305-714.000	Coffell	117.82
101-336-714.000	Conely	117.82
101-336-714.000	Conroy	69.22
101-171-714.000	Coobatis	69.22
592-172-716.000	Courter	117.82
101-325-714.000	Crowe	69.22
101-336-714.000	Culver	117.82
101-325-714.000	Fell	117.82
592-172-716.000	Fellrath	117.82
101-305-714.000	Fetner	117.82
101-305-714.000	Fetter	37.41
101-336-714.000	Fox	117.82
101-305-714.000	Fritz	69.22
101-305-714.000	Gordon	117.82
101-336-714.000	Gross	117.82
101-265-714.000	Haack	69.22
101-336-714.000	Haller	117.82
101-253-714.000	Hammye	117.82
101-336-714.000	Harrell	37.41
101-305-714.000	Hayes	69.22
101-305-714.000	Hinkle	37.41
101-305-714.000	Hoffman	117.82
101-325-714.000	Innes	69.22
101-201-714.000	Janks	117.82
101-336-714.000	Jowsey	69.22
101-305-714.000	King C	117.82
101-305-714.000	Krebs	117.82
101-305-714.000	Kudra	117.82
592-172-716.000	Latawiec	69.22
101-215-714.000	LeClair	37.41
101-371-714.000	Lewis	117.82
101-305-714.000	Linton	117.82
101-336-714.000	Mack	69.22
101-336-714.000	Mallari	117.82
101-336-714.000	Mangan	37.41
101-336-714.000	Mann	117.82
101-305-714.000	McParland	69.22
101-371-714.000	Palmarчук	69.22
101-305-714.000	Pawlowski	37.41
101-336-714.000	Phillips	117.82
101-336-714.000	Pickert	37.41
101-371-714.000	Pumphrey	117.82
101-305-714.000	Rlpp	37.41
101-325-714.000	Rodriguez	37.41
101-305-714.000	Rupard	37.41
101-305-714.000	Schemanske	37.41
101-305-714.000	Seipenko	117.82
101-336-714.000	Smith, Chris	117.82
101-325-714.000	Smith, Stephanie	117.82
101-305-714.000	Smitherman	69.22
592-172-716.000	Snell	69.22
101-336-714.000	Tefend	117.82
101-305-714.000	Tiderington, Scott	37.41

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-305-714.000	Tiderington, Tom	117.82
101-325-714.000	Turley	69.22
101-336-714.000	Villet	117.82
592-172-716.000	Visel	117.82
101-171-714.000	Wallace	69.22
101-305-714.000	Warring	37.41
101-305-714.000	Lauria	37.41
592-172-716.000	Anderson C	69.22
101-305-714.000	Anderson E	69.22
592-172-716.000	Anulewicz	69.22
101-290-714.000	Barney	37.41
101-336-714.000	Belsky	69.22
101-305-714.000	Berry C	69.22
101-336-714.000	Eldridge	69.22
592-172-716.000	Fidh	69.22
101-336-714.000	Groth, Larry	69.22
101-336-714.000	Haar	69.22
101-336-714.000	Hahn, Donald	69.22
592-172-716.000	Hollis, T	37.41
101-336-714.000	Honke	37.41
101-305-714.000	Jarvis	37.41
101-336-714.000	Jury, Sarah	37.41
101-336-714.000	King M	69.22
101-371-714.000	Kloc	69.22
101-336-714.000	Knupp	69.22
101-691-714.000	Kozlan	69.22
101-305-714.000	Lego	117.82
101-336-714.000	Maas	37.41
101-290-714.000	Massengill	37.41
101-336-714.000	Maycock	69.22
101-336-714.000	McDurmon	37.41
101-371-714.000	McIlhargey	69.22
101-336-714.000	Miller C	37.41
101-336-714.000	Mothersbaugh	69.22
101-209-714.000	Pyykkonen	37.41
101-336-714.000	Rainey	117.82
101-305-714.000	Rapson	69.22
101-290-714.000	Richardson	69.22
101-325-714.000	Rockwell	69.22
101-336-714.000	Russo	69.22
592-172-716.000	Smith Cheryl	37.41
101-305-714.000	Smith Robert	69.22
101-691-714.000	Smith Timothy C	37.41
101-336-714.000	Valensky	69.22
101-336-714.000	Vanvleck	69.22
101-336-714.000	Warren	69.22
101-336-714.000	Wendel	37.41
101-336-714.000	Westfall	69.22
101-290-714.000	Whitmore	69.22
101-305-714.000	Wilson	69.22
101-305-714.000	Wood	37.41
101-336-714.000	Hahn Kyle	37.41
101-336-714.000	Randall Jeffrey	117.82
101-325-714.000	Fitzgerald	117.82
101-305-714.000	Assessment fee-State Claims Tax	63.76
101-305-714.000	Bonadeo, Karen	117.82
101-336-714.000	Bonadeo, Mark	117.82
588-588-714.000	Boyce, Kim	117.82

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-305-714.000	Cox	37.41
101-305-714.000	Maples	117.82
101-171-714.000	Brams, Susan	37.41
101-325-714.000	Bosworth, Andrea	117.82
101-253-714.000	Clinton, Mark	69.22
101-253-714.000	Edwards, Ron	69.22
101-336-714.000	Kohl, R. (term)	(112.23)
101-336-714.000	Jury, Sarah (Cobra)	74.82
101-215-714.000	Groth, Sandra (Jan & Feb 2017)	138.44
101-215-714.000	Groth, Sandra	69.22
101-336-714.000	Jury, James	117.82
101-305-714.000	Cioma	117.82
101-215-714.000	Kushner	117.82
101-305-714.000	Rozum	69.22
592-172-714.000	Martin, Carol	37.41

HEMMING,POLACZYK,CRONIN,SMITH,

Legal Services JANUARY 2017 (KEVIN BENNETT)

101-305-826.000	Ordinance Prosecutions	6,030.65
101-801-826.000	Community Development	1,781.63
101-290-826.000	Admin	5,630.63
101-290-826.000	Misc.	7.50
592-172-830.000	Water and Sewer	13.13
101-290-828.000	Cable	853.13
592-172-830.000	Public Services	800.63

Invoice Amount:**\$15,117.30****Check Date:****02/22/2017****I.A.F.F. - LOCAL 1496**

IAFF Union Dues - February 2017

101-100-232.020	Atkins, Daniel L.	90.00
101-100-232.020	Buks, Peter J.	90.00
101-100-232.020	Conely, Patrick	90.00
101-100-232.020	Conroy, William J.	130.00
101-100-232.020	Culver, Ean G.	90.00
101-100-232.020	Fox, David R.	90.00
101-100-232.020	Gross, Scott Paul	90.00
101-100-232.020	Haller, Christopher M.	90.00
101-100-232.020	Harrell, James M.	90.00
101-100-232.020	Mack, Christopher	90.00
101-100-232.020	Mallari, Jeffery G.	90.00
101-100-232.020	Mangan, Gregory	90.00
101-100-232.020	Mann, Charles H.	90.00
101-100-232.020	Pickert, Douglas	90.00
101-100-232.020	Randall, Jeffrey	90.00
101-100-232.020	Smith, Christopher B.	90.00
101-100-232.020	Tefend, Ricky L.	90.00
101-100-232.020	Villet, Guy	90.00
101-100-232.020	Bonadeo, Mark	90.00

Invoice Amount:**\$1,750.00****Check Date:****02/22/2017****MICHIGAN CONFERENCE OF TEAMSTERS**

Health insurance march 2017

592-172-716.000	Bartlett, James	1,463.20
592-172-716.000	Krueger, Randy	1,463.20
592-172-716.000	Melow, Steven	1,463.20
592-172-716.000	Overaltis, Joseph	1,463.20
592-172-716.000	Scholten, James	1,463.20
592-172-716.000	Thomas, James	1,463.20
592-172-716.000	Nelson, David	1,463.20

Invoice Amount:**\$10,242.40****Check Date:****02/22/2017**

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION****TOWN LOCKSMITH**

Re-Key Locks at Living Word Church (Voting Preci
101-262-727.000
101-262-727.000
101-262-727.000

SC-1 Keys for Inner Doors
SC-1 Keys for Outer Doors
Service Call and Labor Charges

Invoice Amount: \$528.50
Check Date: 02/22/2017
70.00
38.50
420.00

WESTERN TWNSPS UTILITIES AUTHORITY

WTUA January 2017
592-441-742.000
592-441-743.000
592-443-937.000

Monthly Charges
IPP-IWC
Country Club Pump Station

Invoice Amount: \$223,033.07
Check Date: 02/22/2017
217,693.12
4,697.42
642.53

Comfort Inn & Suites & Conference

Housing for Groth-Municipal Clerks Conference
101-215-960.000

Lodging for S Groth March 12-17, 2017

Invoice Amount: \$484.50
Check Date: 02/22/2017
484.50

Total Amount to be Disbursed: \$318,416.98

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****MICH MUN RISK MGT AUTHORITY ECP**

Electric December

Invoice Amount:**\$11,234.26****Check Date:****02/22/2017**

<i>101-336-921.000</i>	<i>Electric 12-16</i>	<i>1,270.73</i>
<i>592-172-921.000</i>	<i>Electric 12-16</i>	<i>792.83</i>
<i>101-171-921.000</i>	<i>Electric 12-16</i>	<i>543.11</i>
<i>101-201-921.000</i>	<i>Electric 12-16</i>	<i>290.61</i>
<i>101-209-921.000</i>	<i>Electric 12-16</i>	<i>155.46</i>
<i>101-215-921.000</i>	<i>Electric 12-16</i>	<i>471.98</i>
<i>101-253-921.000</i>	<i>Electric 12-16</i>	<i>197.12</i>
<i>101-305-921.000</i>	<i>Electric 12-16</i>	<i>1,559.72</i>
<i>101-325-921.000</i>	<i>Electric 12-16</i>	<i>649.29</i>
<i>101-336-921.000</i>	<i>Electric 12-16</i>	<i>229.64</i>
<i>101-371-921.000</i>	<i>Electric 12-16</i>	<i>341.92</i>
<i>101-400-921.000</i>	<i>Electric 12-16</i>	<i>191.54</i>
<i>592-172-921.000</i>	<i>Electric 12-16</i>	<i>450.13</i>
<i>592-172-921.000</i>	<i>Electric 12-16</i>	<i>1,964.75</i>
<i>101-336-921.000</i>	<i>Electric 12-16</i>	<i>658.80</i>
<i>101-691-921.000</i>	<i>Electric 12-16</i>	<i>399.40</i>
<i>101-265-921.000</i>	<i>Electric 12-16</i>	<i>246.80</i>
<i>101-100-067.010</i>	<i>Electric 12-16</i>	<i>820.43</i>

Total Amount to be Disbursed:**\$11,234.26**

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION****Erin Archambault**Replacement check for 2015 Winter Tax Duplicate
703-000-202.000**Invoice Amount:****\$778.60****Check Date:****02/15/2017**
778.60*Win Tax Refund Replacement check***Total Amount to be Disbursed:****\$778.60**

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

AT & T			Invoice Amount:	\$1,145.93
ATT Bill 1/25/17-2/24/17			Check Date:	02/15/2017
	101-201-853.000	Information Services		62.02
	101-209-853.000	Assessing		38.65
	101-371-853.000	Building		68.76
	101-336-853.000	Fire		232.96
	101-305-853.000	Police		182.34
	101-171-853.000	Supervisor		82.76
	101-253-853.000	Treasurer		53.65
	101-215-853.000	Clerk		83.05
	101-400-853.000	Community Development		99.88
	101-325-853.000	Dispatch		88.33
	226-226-853.000	Solid Waste		8.77
	592-172-853.000	Water/Sewer		78.89
	592-291-805.000	Water/Sewer		29.23
	101-265-854.000	Twp Hall		10.49
	101-691-853.000	Park		26.15
COMCAST			Invoice Amount:	\$114.90
Comcast High Speed Internet Feb. 17			Check Date:	02/15/2017
	101-290-941.000	Comcast High Speed Internet		114.90
GFL Environmental USA, Inc.			Invoice Amount:	\$195.00
DPW RECYCLE CENTER			Check Date:	02/15/2017
	226-226-810.000	1/18/17 - PAPER RECYCLE		195.00
KNIGHT TECHNOLOGY GROUP, INC.			Invoice Amount:	\$180.00
Technical Support Inv # 8829			Check Date:	02/15/2017
	101-290-941.000	Technical Support Barracuda Config		180.00
US BANK			Invoice Amount:	\$500.00
Bond Fee			Check Date:	02/15/2017
	246-246-995.000	Bond Fee		500.00
VERIZON WIRELESS			Invoice Amount:	\$1,281.66
Jan 2017 Wireless Bill			Check Date:	02/15/2017
	592-172-853.000	DPW wireless devices		164.01
	101-201-853.000	Info services wireless devices		60.51
	101-253-853.000	Treasurer		49.95
	101-336-853.000	Fire wireless devices		300.51
	101-691-853.000	Park foreman wireless device		49.95
	101-305-853.000	Police wireless devices		406.10
	101-371-853.000	Building wireless devices		250.63
VERIZON WIRELESS			Invoice Amount:	\$756.73
Jan 2017 Wireless Billing Acct #2			Check Date:	02/15/2017
	592-172-853.000	DPW wireless devices		335.62
	101-201-853.000	Info services wireless devices		0.27
	101-325-853.000	PD dispatch wireless devices		52.50
	101-336-853.000	Fire wireless devices		120.07
	101-691-853.000	Park foreman wireless device		40.01
	805-805-970.005	Sidewalk Inspector wireless device		29.65
	226-226-853.000	Solid waste wireless device		52.03
	588-588-853.000	Senior Transportation wireless device		126.58
GFL Environmental USA, Inc.			Invoice Amount:	\$48.24
JAN 2017 RESIDENTIAL YARD WASTE DISPOSAL			Check Date:	02/15/2017

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

	226-226-810.000	JAN 2017 YARD WASTE DISPOSAL IN TONS	48.24
GFL Environmental USA, Inc.			Invoice Amount: \$100,924.32
JAN 2017 - RESIDENTIAL COLLECTION			Check Date: 02/15/2017
	226-226-810.000	JAN 2017 TRASH	65,223.20
	226-226-810.000	JAN 2017 RECYCLING	18,193.84
	226-226-810.000	JAN 2017 YARD WASTE	17,507.28
HARTFORD, THE			Invoice Amount: \$7,537.11
Insurance Premium Statement - February 2017			Check Date: 02/15/2017
	101-171-714.000	Supervisor's Dept.	259.58
	101-215-714.000	Clerk's Dept.	325.28
	101-201-714.000	IT Dept.	96.75
	101-253-714.000	Treasurer's Dept.	160.79
	101-265-714.000	Township Hall	50.06
	101-305-714.000	Police	2,401.24
	101-325-714.000	Dispatch	477.23
	101-336-714.000	Fire	2,543.23
	101-371-714.000	Building	216.94
	588-588-714.000	Friendship Station	47.31
	592-172-716.000	Public Services	958.70
SPARTAN DISTRIBUTORS			Invoice Amount: \$54.92
Misc. Mower Repair Parts			Check Date: 02/15/2017
	510-510-737.000	Bushling-Flange	42.40
	510-510-737.000	Freight	12.52
WCA ASSESSING			Invoice Amount: \$666.47
WCA Assessing Special Billing Jan 2017			Check Date: 02/15/2017
	101-209-826.000	Special Billing 1-17 (see above)	666.47
WCA ASSESSING			Invoice Amount: \$657.05
WCA Assessing Jan 2017 Legal Services			Check Date: 02/15/2017
	101-209-826.000	Legal Services 1-17	657.05
PLYMOUTH POSTMASTER			Invoice Amount: \$2,000.00
Postage			Check Date: 02/15/2017
	592-172-730.000	Permit #218 February 2017	2,000.00
Total Amount to be Disbursed:			\$116,062.33

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

RICHARDSON, MICHAEL			Invoice Amount:	\$20.09
2016 Mileage			Check Date:	02/15/2017
	101-201-727.000	2016 Mileage		20.09
SPARTAN DISTRIBUTORS			Invoice Amount:	\$20.34
Misc. Mower Repair Parts			Check Date:	02/15/2017
	510-510-737.000	Clevis Pin		5.05
	510-510-737.000	Hairpin		2.81
	510-510-737.000	Freight		12.48
SPARTAN DISTRIBUTORS			Invoice Amount:	\$77.41
Misc. Mower Repair Parts			Check Date:	02/15/2017
	510-510-737.000	Pivot Carrier Shaft		63.33
	510-510-737.000	Freight		14.08
SPARTAN DISTRIBUTORS			Invoice Amount:	\$156.67
Misc. Mower Repair Parts			Check Date:	02/15/2017
	510-510-737.000	Oil Filter		27.92
	510-510-737.000	Tie Rod		115.75
	510-510-737.000	Freight		13.00
SPARTAN DISTRIBUTORS			Invoice Amount:	\$714.38
Misc. Mower Tires and Repair Parts			Check Date:	02/15/2017
	510-510-737.000	Rim		188.65
	510-510-737.000	Turf Trac 4 Ply Tire		176.42
	510-510-737.000	Labor (Mount Tire)		78.00
	510-510-737.000	Atomic Mulching Blade		166.48
	510-510-737.000	Dipstick		63.66
	510-510-737.000	Freight		41.17
GUARDIAN ALARM CO			Invoice Amount:	\$106.40
Hilltop Golf Course Alarm			Check Date:	02/15/2017
	510-510-737.000	Alarm 12/1/16 - 12/31/16		106.40
Total Amount to be Disbursed:				\$1,095.29

**Charter Township of Plymouth
AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION**

35TH DISTRICT COURT			Invoice Amount:	\$840.00
POLICE BOND 2/10/17			Check Date:	02/15/2017
	<i>702-100-087.000</i>	<i>5657</i>		<i>300.00</i>
	<i>702-100-087.000</i>	<i>5658</i>		<i>100.00</i>
	<i>702-100-087.000</i>	<i>5659</i>		<i>440.00</i>
35TH DISTRICT COURT			Invoice Amount:	\$1,200.00
POLICE BOND 2/9/2017			Check Date:	02/15/2017
	<i>702-100-087.000</i>	<i>5654</i>		<i>500.00</i>
	<i>702-100-087.000</i>	<i>5655</i>		<i>500.00</i>
	<i>702-100-087.000</i>	<i>5656</i>		<i>200.00</i>
			Total Amount to be Disbursed:	\$2,040.00



G.1

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: 2/28/17

ITEM: 2017 Community Development Block Grant Allocation Public Hearing

PRESENTER: Patrick Fellrath, Director of Public Services
Sarah Visel, Solid Waste & Public Service Coordinator

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND: Preliminary indications from the Wayne County Community Wellness, Wayne County Community Development Block Grant Program, are that the estimated 2017 funding allocation for the Township will be \$91,519. This allocation is based on the County's best estimate. Final allocation is established by congress and, therefore, could be reduced or increased. Additionally, as required, we can only request 15% of the total allocation to be directed into public service programs; however, if after all applications are received and reviewed the County may allow for a larger percentage to be placed into our public service programs.

ACTION REQUESTED: Hold a public hearing to afford the public the opportunity to place before the Board any proposed use of the 2017 Community Development Block Grant Funds. After holding the public hearing the Board is being asked to approve the 2017 allocation of the Community Development Block Grant.

BUDGET/ACCOUNT NUMBER: 101-851-971-000

RECOMMENDATION: Administrative Recommendation to Approve Proposed Motion

MODEL RESOLUTION: I move to approve the expenditure of the 2017 Community Development Block Grant funds as specified in the 2017 allocation table.

ATTACHMENTS: 2017 Allocation Table

ALLOCATION TABLE
CDBG PY 2017

PROJECT	2016 FINAL ALLOCATION AS APPROVED BY WAYNE COUNTY		2017 ESTIMATED ALLOCATION 15 % PUBLIC SERVICE MAXIMUM	
	<i>Dollar Amount</i>	<i>% of total</i>	<i>Dollar Amount</i>	<i>% of total</i>
<u>PUBLIC SERVICE PROGRAMS</u>				
Senior Services	\$7,590.00	7.5%	\$6,863.00	7.5%
Council on Aging	\$5,366.00	5.3%	\$4,639.00	5.1%
Senior Alliance	\$2,224.00	2.2%	\$2,224.00	2.4%
Senior Transportation	\$7,590.00	7.5%	\$6,863.00	7.5%
Senior Transportation	\$7,590.00	7.5%	\$6,863.00	7.5%
TOTAL PUBLIC SERVICES	\$15,180.00	15%	\$13,726.00	15%
<u>ADMINISTRATION PROGRAMS</u>				
Administration	\$10,190.00	10%	\$9,151.00	10%
<u>BRICKS & MORTAR PROGRAMS</u>				
2016 ADA Township Park Improvement Project 2017 ADA Township Facility Improvements Project	\$75,820.90	75%	\$68,642.00	75%
TOTAL ALLOCATION	\$101,190.90	100%	\$91,519.00	100%

UPDATED 1/24/17

G.2



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 28, 2017

ITEM: Local Governing Body Resolution for Charitable Gaming License

PRESENTER: Jerry Vorva, Clerk

BACKGROUND:

All of the parent teacher organizations from our local schools are now required to appear before their local governing body to be recognized as nonprofit organizations before they are able to obtain a charitable gaming license for such things as fund raising activities like raffles.

ACTION REQUESTED: Approve the accompanying resolution.

RECOMMENDATION:

PROPOSED RESOLUTION: I move to approve the attached Local Governing Body Resolution #2017-02-28-06 recognizing the Bird Elementary School Parent Teacher Organization (PTO) as a nonprofit organization operating in the Charter Township of Plymouth for the purpose of obtaining charitable gaming licenses.

ATTACHMENTS:

Moved By _____ Seconded By _____

ROLL CALL:

_____ JD _____ CC _____ MC _____ KH _____ JV _____ GH _____ BD



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

Resolution #2017-02-28-06

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a Regular meeting of the Charter Township of Plymouth
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Supervisor Kurt Heise on February 28, 2017
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Bird Elementary School PTO of Plymouth
NAME OF ORGANIZATION CITY

county of Wayne, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Charter Twp of Plymouth at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on February 28, 2017.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Jerry Vorva, Clerk

9955 N Haggerty Rd., Plymouth MI 48170
PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application

BSL-CG-1153(R6/09)

G.3



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 24, 2017

ITEM: Second Reading of Amendment 19, Ethics Ordinance.

BACKGROUND:

Trustee Dempsey has compiled a draft copy of an ethics ordinance that was presented to the Board of Trustees at a study session for discussion and input in an effort to finalize an ethics ordinance for the Charter Township of Plymouth.

ACTION REQUESTED: Approve second reading.

RECOMMENDATION: Approve the second reading of Amendment 19, Ethics Ordinance to the Charter Township of Plymouth Code of Ordinances #1016.

PROPOSED RESOLUTION: I move to approve the second reading of the proposed Ethics Ordinance, Amendment #19, to the Charter Township of Plymouth Code of Ordinances #1016 and further to publish this ordinance on Thursday, March 2, 2017, making it effective on that day.

ATTACHMENTS: Proposed Ethics Ordinance.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
Amendment 19
ETHICS ORDINANCE**

ORDINANCE NO. 1016

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CHARTER TOWNSHIP OF PLYMOUTH PROVIDING FOR TITLE; PROVIDING FOR SCOPE, PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR STANDARDS OF CONDUCT; PROVIDING FOR STANDARDS REGARDING: PERSONAL OPINIONS, PUBLIC RESOURCES, PERSONAL PROFIT, INCOMPATIBILITY AND CONFLICTS OF INTEREST, AND PERSONAL AND FINANCIAL INTERESTS; PROVIDING FOR REFERENCE TO THE STATE CONFLICT OF INTEREST ACT, THE VALIDITY OF CONTRACTS, OF CONTRACTS, AND VOTING ON, MAKING, OR PARTICIPATING IN GOVERNMENTAL DECISIONS; PROVIDING FOR ANTI-NEPOTISM STANDARDS; PROVIDING FOR STANDARDS REGARDIN REPRESENTATION BEFORE GOVERNMENTAL BODY; PROVIDING FOR TRANSACTIONAL DISCLOSURE AND ANNUAL DISCLOSURE STATEMENTS; PROVIDING FOR FILING AND DISPOSITION OF COMPLAINTS; PROVIDING FOR PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No. 1016, the Ethics Ordinance, is hereby adopted to read as follows:

SECTION I. TITLE.

This ordinance shall be known and may be referred to as the Charter Township of Plymouth Ethics Ordinance. This Ordinance shall be placed in Chapter II of the Code of Ordinances for the Charter Township of Plymouth.

SECTION II. ETHICS ORDINANCE.

1. Scope, purpose and intent.

The purpose of this ordinance is to set forth standards of conduct for the elected and appointed officials of the Charter Township of Plymouth and, to the extent not otherwise governed by applicable collective bargaining agreements or the personnel manual, its employees. The citizens of the Charter Township of Plymouth are entitled to fair, ethical, and accountable local government that affords them full confidence in its integrity. Furthermore, the effective functioning of democratic government requires that public officials comply with both the letter and the spirit of the laws and policies affecting the operations of government, that public officials

be independent, impartial, and fair in their judgment and actions, that public office be used only for public good and not for personal gain, and that public deliberations and processes be conducted openly, unless such deliberations and processes are lawfully closed to the public, in an atmosphere of respect and civility.

The ordinance also provides references to certain state statutes that regulate the conduct of officers and employees of local government.

2. Definitions

For purposes of this ordinance, the following words are defined as follows:

EMPLOYEE. A person employed by the Township, whether on a full-time or part-time basis.

GIFT. Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

GOVERNMENT CONTRACT. A contract in which the Charter Township of Plymouth acquires goods or services, or both, from another person or entity, but the term does not include a contract pursuant to which a person serves as an employee or appointed officer of the Charter Township of Plymouth.

GOVERNMENTAL DECISION. A determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, ordinance, or measure on which a vote by an officer or official is required and by which a public entity formulates or effectuates public policy.

IMMEDIATE FAMILY. A person and a person's spouse and the person's children and step-children, by blood or adoption.

OFFICER OR OFFICIAL. A person who holds office, by election or appointment, within the Charter Township of Plymouth, regardless of whether the officer is compensated for service in his or her official capacity.

OFFICIAL ACTION. A decision, recommendation, approval, disapproval, or other action or failure to act which involves the use of discretionary authority.

PROHIBITED SOURCE. Any person or entity who:

(1) is seeking official action: (i) by an officer; or (ii) by an employee or by the officer or another employee directing that employee;

(2) does business or seeks to do business: (i) with the officer; or (ii) with an employee or with the officer or another employee directing that employee;

(3) conducts activities regulated: (i) by the officer; or (ii) by an employee or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or nonperformance of the official duties of the officer or employee.

3. Standards of Conduct

(A) Except as permitted by this ordinance, no officer or official of the Charter Township of Plymouth shall intentionally solicit or accept any gift from any prohibited source or which is otherwise prohibited by law or ordinance.

(B) Subdivision (A) is not applicable to the following:

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or official pays the fair market value.

(3) Any contribution that is lawfully made under the Campaign Finance Laws of the State of Michigan.

(4) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of an individual's spouse and the individual's fiancé or fiancée.

(5) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether, to the actual knowledge of the recipient, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether, to the actual knowledge of the recipient, the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees.

(6) Food or refreshments not exceeding \$50 per person in value on a single calendar day, provided that the food or refreshments are: (i) consumed on the premises from which they were purchased or prepared; or (ii) catered. For purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(7) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee) if the benefits have not been offered or enhanced because of the official position or employment of the officer or official and are customarily provided to others in similar circumstances.

(8) Intra-governmental and inter-governmental gifts. For the purpose of this ordinance, "intra-governmental gift" means any gift given to an officer or official from another officer, official, or employee of the Charter Township of Plymouth, and "inter-governmental gift" means any gift given to an officer or official by an officer, official, or employee of another governmental entity.

(9) Bequests, inheritances, and other transfers at death.

(10) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$50.

Each of the exceptions listed in this Subdivision is mutually exclusive and independent of every other.

(C) An officer or official does not violate this ordinance if he or she promptly takes reasonable action to return a gift from a prohibited source.

(D) An officer or official shall not divulge to an unauthorized person confidential information acquired in the course of service as the officer or official in advance of the time prescribed by the Charter Township of Plymouth for its authorized release to the public. Suppression of or refusal to provide public records of the Charter Township of Plymouth is governed by the FOIA, the Records Retention Schedule of the Charter Township of Plymouth as approved by the State Archivist, and MCL 750.491 (Public records; removal, mutilation or destruction; penalty).

4. Personal Opinion

An officer or official shall not represent his or her personal opinion as that of the Charter Township of Plymouth.

5. Public Resources

An officer or official shall use personnel resources, property, and funds under the officer's or official's official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.

6. Personal Profit

An officer or official shall not engage in a business transaction in which the officer or official may profit from his or her official position or authority or benefit financially from confidential information which the officer or official has obtained or may obtain by reason of that position or authority. Instruction which is not done during regularly scheduled working hours, except for annual leave or vacation time, shall not be considered a business transaction pursuant to this section if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with the Charter Township of Plymouth.

7. Incompatibility and Conflicts of Interest

Except as otherwise provided in Const 1963, statute, or in Subsection 9, an officer or official shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the officer's or official's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties. The simultaneous holding of more than one public position under certain circumstances is contrary to the requirements of the Incompatible Public Offices Act, MCL 15.181 *et seq.* However, the simultaneous holding of certain public positions is specifically authorized by the Michigan Constitution of 1963 or state statute.

8. Personal and financial interests

Except as provided in Subsection 9, an officer or official shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the officer or official has a financial or personal interest.

The Conflict of Interest Act, 1968 PA 317, MCL 15.321 *et seq.*, governs the solicitation by and participation in government contracts by officers and officials of the Charter Township of Plymouth and preempts all local regulations of such conduct. However, the Conflict of Interest Act does not apply to contracts between the Charter Township of Plymouth and its officers and officials which are based on the Charter Township of Plymouth's powers to appoint officers and officials and hire employees.

Section 2 of the State Ethics Act, 1973 PA 196, MCL 15.342, sets forth the standards listed in Subsections 3 to 8 of this Ordinance. However, no sanctions are imposed for violation of these standards by officers and officials of local units of government. Hence there is no need for this ordinance to impose sanctions for the violation of these standards of conduct.

9. State Conflict of Interest Act, Validity of Contracts, and Voting on, Making, or Participating in Governmental Decisions

(1) This ordinance shall not in any manner vary or change the requirements of 1968 PA 317, being sections 15.321 to 15.330 of the Michigan Compiled Laws which governs the solicitation by and participation in government contracts by officers and officials of the Charter Township of Plymouth and preempts all local regulation of such conduct.

(2) This ordinance is intended as a code of ethics for the Charter Township of Plymouth's officers and officials. A contract in respect to which a public officer or official acts in violation of this ordinance shall not be considered to be void or voidable unless the contract is a violation of a statute which specifically provides for the remedy.

(3) Subject to subdivision (4), Subsections 7 and 8 shall not apply, and an officer or official shall be permitted to vote on, make, or participate in making a governmental decision if all of the following occur:

(a) The requisite quorum necessary for official action on the governmental decision by the Charter Township of Plymouth to which the officer or official has been elected or appointed is not available because the participation of the officer or official in the official action would otherwise violate Subsections 7 and 8.

(b) The officer or official is not paid for working more than 25 hours per week for the Charter Township of Plymouth.

(c) The officer or official promptly discloses any personal, contractual, financial, business, or employment interest he or she may have in the governmental decision, and the disclosure is made part of the public record of the official action on the governmental decision.

(4) If a governmental decision involves the awarding of a contract, Subsections 7 and 8 shall not apply, and an officer or official shall be permitted to vote on, make, or participate in making the governmental decision if all of the following occur:

(a) All of the conditions of subdivision (3) are fulfilled.

(b) The officer or official will directly benefit from the contract in an amount less than \$250.00 or less than 5% of the public cost of the contract, whichever is less.

(c) The officer or official files a sworn affidavit containing the information described in subdivision (4)(b) with the Charter Township of Plymouth making the governmental decision.

(d) The affidavit required by subdivision (4)(c) is made a part of the public record of the official action on the governmental decision.

10. Political Activities of Public Employee or Public Officer or Official

(1) Employees of local units of government running for office, political campaigning by employees, and limitations on officers and officials and employees seeking support from other employees for those campaigning for public office and for or against ballot proposals are regulated by the Political Activities by Public Employees Act, MCL 15.401 *et seq.* Complaints may be filed pursuant to MCL 15.406. Violation of the provisions of this Act by employees and appointed officers are subject to appropriate disciplinary action, up to and including termination by the appointing authority. Violations of the ordinance are also subject to the sanctions provided herein.

(2) Michigan Campaign Finance Act, MCL 169.201 *et seq.* Complaints regarding compliance with this Act may be filed with the Michigan Department of State.

11. Anti-nepotism

Unless the Charter Township of Plymouth shall, by a two-thirds (2/3) vote, which shall be recorded as part of its official proceedings, determine that the best interests of the Charter Township of Plymouth shall be served and the individual considered by such a vote has met the qualifications for appointive office or employment, the following relatives of any elected or appointed officer or official are disqualified from holding any appointed office or employment during the term for which said elected or appointed officer or official was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouse of any of them. This Section shall in no way disqualify such relatives or their spouses who are bona fide appointed officers, officials, or employees of the Charter Township of Plymouth at the time of the election or appointment of said officer or official to elective Charter Township of Plymouth office.

12. Representation Before Governmental Body

An officer or official of the Charter Township of Plymouth shall not represent any other person in any matter that the person has before the Charter Township of Plymouth when the officer or official appoints or otherwise supervises the board, commission, officer, official, or employee responsible for handling the matter.

13. Transactional Disclosure

Whenever an officer or official is required to recuse himself or herself under this ordinance, he or she:

- (a) shall immediately refrain from participating further in the matter;
- (b) shall promptly inform his or her superior, if any; and
- (c) shall promptly file with the Township Clerk of the Charter Township of Plymouth a signed Affidavit of Disclosure disclosing the reason for recusal. The Township Clerk shall send copies of the Affidavit of Disclosure to all of the members of the governing body of the Charter Township of Plymouth, and the Affidavit of Disclosure shall be attached to the minutes of its next meeting.

The Clerk shall create and make available to officers and/or officials an Affidavit of Disclosure – Transactional Form.

14. Annual Disclosure Statement

The following elected and appointed officers and officials shall file an annual disclosure statement: members of the Board of Trustees; members of the Board of Review, the Brownfield Redevelopment Authority, the Civil Service Commission, the Downtown Development Authority, the Planning Commission, the Zoning Board of Appeals, and any board or commission created by the Board of Trustees after the adoption of this ordinance. The annual disclosure statement shall disclose the following financial interest of the officer or official or his or her immediate family in any company, business, or entity that has contracted with the Charter Township of Plymouth or which has sought licensure or approvals from the Charter Township of Plymouth in the two calendar years prior to the filing of the statement:

- (a) Any interest as a partner, member, employee, or contractor in or for a co-partnership or other unincorporated association;
- (b) Any interest as a beneficiary or trustee in a trust;
- (c) Any interest as a director, officer, employee, or contractor in or for a corporation, or as a member employee, or contractor for a limited liability company; and
- (d) Legal or beneficial ownership of 1% or more of the total outstanding stock of a corporation.
- (e) Any pending litigation involving the Charter Township of Plymouth.

The annual disclosure statement shall include a summary listing each business transaction with the Charter Township of Plymouth involving a financial interest described in this section of

the Charter Township of Plymouth officer or official and/or the immediate family of the officer or official during the two prior calendar years. If there is no reportable financial interest or transaction applicable to the officer or official and/or the immediate family of the officer or official, the annual disclosure statement shall contain a certification to that effect.

The Clerk shall create and make available to the elected and appointed officers and officials an Affidavit of Disclosure – Annual Form.

The Township Clerk shall provide an annual notice to each officer or official stating the requirement and date by which to file the disclosure statement.

15. Filing and Disposition of Complaints

(A) As deemed appropriate in its discretion, the Board of Trustees of the Charter Township of Plymouth shall:

(1) Upon receipt of a signed, notarized, written complaint against an officer or official, investigate, conduct hearings and deliberations, conduct or issue referrals for disciplinary hearings, and refer violations of this ordinance or state or federal criminal statutes to the attention of the appropriate attorney with a request for the filing of the appropriate criminal prosecution or civil infraction enforcement.

(2) Receive information from the public pertaining to its investigations and seek additional information and documents from officers, officials, and employees of the Charter Township of Plymouth.

(3) Request the attendance of witnesses and the production of books and papers pertinent to an investigation. It is the obligation of all officers, officials, and employees of the Charter Township of Plymouth to cooperate with the Board of Trustees of the Charter Township of Plymouth during the course of its investigations.

(B) Complaints alleging a violation of this ordinance shall be filed with the Township Clerk of the Charter Township of Plymouth. Within 3 business days after the receipt by the Township Clerk of a complaint, the Township Clerk shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her, together with a copy of the complaint. Within 3 business days after receipt by the Township Clerk of a complaint, the Township Clerk shall send by certified mail, return receipt requested, a notice of confirmation of receipt of the complaint, together with a copy of the complaint, to the complainant. The notices sent to the respondent and the complainant shall also advise them of the date, time, and place of the Board of Trustees of the Charter Township of Plymouth hearing to determine the sufficiency of the complaint and to establish whether probable cause exists that the respondent named in the complaint violated this ordinance. The Township Clerk shall also concurrently send copies of the foregoing complaint and notices to the members of the Board of Trustees of the Charter Township of Plymouth.

(C) (1) The Board of Trustees of the Charter Township of Plymouth shall conduct a hearing to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this ordinance, to determine whether there is a reasonable basis to believe that the respondent has violated this ordinance based on the evidence presented by the complainant and any additional evidence provided to the Board of Trustees of the Charter Township of Plymouth at the hearing pursuant to its investigatory powers. The complainant and respondent may be represented by counsel at the hearing. Within a reasonable period of time after the completion of the hearing, which may be conducted in one or more sessions at the discretion of the Board of Trustees of the Charter Township of Plymouth, the Board of Trustees of the Charter Township of Plymouth shall issue notice to the complainant and the respondent of the Board of Trustees of the Charter Township of Plymouth's ruling on the sufficiency of the complaint and, if necessary, as to whether they find that there is a reasonable basis to believe that the respondent has violated this ordinance.

(2) If the complaint is deemed sufficient to allege a violation of this ordinance, and the Board of Trustees of the Charter Township of Plymouth finds that there is a reasonable basis to believe that the respondent has violated this ordinance, then the Board of Trustees may: (a) issue a formal statement of censure for a serious violation or a formal letter of reproof for misconduct that is less serious, or (b) if the case warrants it, refer the matter to the appropriate agency for possible criminal prosecution or civil litigation.

(D) Sections 2b-2e of the State Ethics Act, MCL 15.341 *et seq.*, set forth protections for officers, officials, and employees who act as whistleblowers regarding the conduct of the Charter Township of Plymouth's officers and officials. Additional whistleblower protections are set forth in the Whistleblowers' Protection Act, 1980 PA 469, MCL 15.361 *et seq.*

(E) A complaint must be filed with the Township Clerk within 2 years of the date the offense is alleged to have occurred.

(F) The Clerk shall create and make available to officers, officials, employees, and the public an ethics complaint form.

SECTION III. REPEAL.

The Ethics Ordinance in effect at the time of the effective date of this Ordinance, which was read by the Township Board for the second time on September 8, 2015 and numbered as Amendment 15 to Ordinance 1016, is hereby repealed in its entirety. All other Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance, except as herein provided, are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION IV. SEVERABILITY.

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION V. SAVINGS CLAUSE.

The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this Ordinance.

SECTION VI. PUBLICATION.

The Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

SECTION VIII. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Charter Township of Plymouth Board Trustees at its regular meeting called and held on the 28th day of February, 2017, and was ordered to be given publication in the manner required by law.

Jerry Vorva, Clerk

Introduced: February 14, 2017
Published: March 2, 2017
Adopted: February 28, 2017
Effective upon Publication: March 2, 2017

G.4



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 28, 2017

ITEM: Motion of Record to indicate intent on position in relation to sanitary sewer flows

PRESENTER: Kurt Heise, Supervisor

BACKGROUND:

We have been talking about and considering several viable options in terms of how the Board should move forward with the direction of future sanitary sewer flows to the Ypsilanti Community Utility Authority (YCUA) and subsequent conversations with the City of Plymouth on their options.

ACTION REQUESTED: Approve the motion listed below, for the record.

RECOMMENDATION:

PROPOSED MOTION: I move the Charter Township of Plymouth Board of Trustees authorize the sending of township sanitary sewer flows to the Ypsilanti Community Utility Authority (YCUA) based on the plans presented by the Township DPW Director on January 17, 2017; further that the Supervisor and appropriate Township staff continue discussions with the City of Plymouth on sanitary sewer flow options to YCUA, including but not limited to, options for the City of Plymouth to become a “customer” of the Township for the sending of sanitary sewer flow to YCUA via the WTUA system; further than any form of customer agreement that arises between the City and Township be memorialized in an inter-agency agreement and presented by the Supervisor to the Board of Trustees for approval at a later date.

ATTACHMENTS: Memorandum dated February 21, 2017

Moved By _____ Seconded By _____

ROLL CALL:

_____ JD _____ CC _____ MC _____ KH _____ JV _____ GH _____ BD



CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673
www.plymouthtwp.org

MEMORANDUM

To: Board of Trustees
From: Supervisor Kurt L. Heise *KLH*
Re: Motion in Support of YCUA Sanitary Sewer Transfer
Date: February 21, 2017

I have attached for your consideration a proposed Motion for our February 28 meeting wherein the Board of Trustees would signal their official support for the sending of sanitary sewer flow to the YCUA system, based on the presentation materials submitted by DPW Director Fellrath on January 17, 2017.

I believe this motion is necessary as while the previous board signaled the township's intent to break away from the Wayne County RVIS System, the township has yet to clearly indicate its desire to move forward on an engineering plan to fulfill this intent, recognizing that a cost to our ratepayers will be incurred.

The proposed motion also acknowledges the ongoing discussions with the City of Plymouth on a less disruptive and more cost-effective alternative, and that any such agreement, once reached, must be taken to the Board of Trustees for approval in the form of an Interagency Agreement.

I will be happy to answer any other questions you might have at the Regular Meeting on February 28 or any time prior. Thanks for your anticipated cooperation.

SUPERVISOR
Kurt L. Heise
(734) 354-3200

CLERK
Jerry Vorva
(734) 354-3224

TREASURER
Mark J. Clinton
(734) 354-3214

TRUSTEES
Charles Curmi, Jack Dempsey
Robert Doroshewitz, Gary Heitman

G.5

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION Meeting date: TBD**

ITEM: Update Emergency Operations Plan Resolution #2017-02-28-07

BRIEF:

ACTION: Provide for the mitigation, preparedness, response and recovery from natural and human made disasters within the Charter Township of Plymouth and Wayne County.

DEPARTMENT/PRESENTER(S): Chief Daniel Phillips

BACKGROUND: This is an update of the last Emergency Operation plan from March of 2012.

BUDGET/TIME LINE: Not Applicable

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the attached Emergency Management Resolution and Support Operations Plan.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ JD ___ MC ___ GH ___ JV ___ BD ___ CC ___ KH

MOTION CARRIED _____ MOTION DEFEATED _____

Plymouth Township
Emergency Management Resolution

A resolution to provide for the mitigation, preparedness, response and recovery from natural and human-made disasters within **The Charter Township of Plymouth** by being part of the **Wayne** emergency management program; to appoint the county emergency management coordinator as the **Charter Township of Plymouth** emergency management coordinator; to provide for a means for coordinating the resources of the municipality with those of the county; and to provide a means through which the **Township Board** may exercise the authority and discharge the responsibilities vested in them by this resolution and Act No. 390 of the Public Acts of 1976, as amended.

Article 1 - Short Title

Section 101. This resolution shall be known as the "Emergency Management Resolution".

Article 2 – Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

- (a) "Act" means the Michigan Emergency Management Act, Act No. 390 of the Public Acts of 1976, as amended.(b) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ices storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.
- (c) "Disaster relief force" means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the **Plymouth Township** Emergency Operations Plan as having duties to perform or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.
- (d) "District Coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.
- (e) "Emergency management coordinator" means the person appointed to coordinate all matters pertaining to emergency management within the municipality. The emergency management coordinator for **Plymouth Township** is the **Wayne** emergency management coordinator.
- (f) "Emergency management program" means a program established to coordinate mitigation, preparedness, response and recovery activities for all emergency or disaster situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements established by the Department of State Police, Emergency Management Division. The **Charter Township of Plymouth** has elected to be part of the **Wayne County** emergency management program.
- (g) "Emergency operations plan" means the plan developed and maintained by county and political subdivisions included in the emergency management program area for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.
- (h) "Governor's state of disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (i) "Governor's state of emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.

- (j) "Local state of emergency" means a declaration by the **Township Supervisor**¹ pursuant to the act and this resolution which implements the response and recovery aspects of the Wayne County Emergency Operations Plan and authorizes certain actions as described in this resolution.
- (k) "Vital records" means those records that contain information needed to continue the effective functioning of a government entity (**jurisdiction, agency, department**) and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Emergency Management Coordinator; Appointment

Section 301. By the authority of this resolution the **Plymouth Township Board** hereby appoints the **Wayne County** Emergency Management Coordinator as the emergency management coordinator for **Plymouth Township**. In addition to acting for, and at the direction of, the **County Executive**, the Emergency Management Coordinator will also act for, and at the direction of, the **Plymouth Township Supervisor**.²

Section 302. A line of succession for the **Wayne** Emergency Management Coordinator has been established and is listed in the **Plymouth Township** Emergency Operations Plan.

Article 4 - Emergency Management Coordinator; Duties

Section 401. The Emergency Management Coordinator shall comply with standards and requirements established by the Department of State Police, Emergency Management Division, under the authority of the act, in accomplishing the following³:

- (a) Direct and coordinate the development of the **Wayne County** Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.
- (b) Direct and coordinate the development of the **Wayne County** Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.
- (c) Specify departments or agencies which must provide an annex to the plan or otherwise cooperate in its development.
- (d) Identify departments and agencies to be included in the Emergency Operations Plan as disaster relief force.
- (e) Develop and maintain a county Resource Manual.
- (f) Coordinate the recruitment, appointment, and utilization of volunteer personnel.

¹ According to Act 390, as amended, sec. 10 (1) (b) any county or municipality that has an appointed emergency management coordinator can declare a local state of emergency. This power is given to the "chief executive official" (see definitions in the act) or the official designated by charter.

² Act 390, as amended, sec. 9 (1-3) states that the appointed county coordinator shall act for and at the direction of the chairperson or county executive. It also says that a coordinator appointed by a municipality shall act for and at the direction of the "chief elected official" (see definitions in the act) or the official designated by the municipal charter.

³ Act 390, as amended, sec. 7a (4) gives the Emergency Management Division the authority to promulgate several standards and requirements.

- (g) Assure the emergency management program meets eligibility requirements for state and federal aid.
- (h) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Operations Plan.
- (h) Through public information programs, educate the population as to actions necessary for the protection of life and property in an emergency or disaster.
- (i) Assist in the development of mutual aid agreements.
- (j) Assist the **Plymouth Township** municipal liaison with the development of municipal standard operating procedures which are consistent with the county Emergency Operations Plan.
- (k) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Operations Plan.
- (l) Coordinate county emergency management activities with those municipalities included in the county emergency management program, other municipalities, the state, and adjacent counties.
- (m) Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Centers.
- (n) Identify mitigation opportunities within the county and encourage departments/agencies to implement mitigation measures.

Article 5 - Emergency Management Liaison; Duties

Section 501. By the authority of this resolution the **Plymouth Township Supervisor** has appointed a liaison for the purpose of assisting the county Emergency Management Coordinator in coordinating the emergency management activities within the municipality. The duties of the liaison are as follows:

- (a) Coordinate municipal emergency management activities with those of the county jurisdictions.
- (b) Assist the county Emergency Management Coordinator with the development of the county Emergency Operations Plan and the incorporation of municipal resources into the plan.
- (c) Identify municipal departments and agencies to be included in the Emergency Operations Plan as part of the disaster relief force.
- (d) Identify municipal resources and forward information to the county Emergency Management Coordinator for inclusion in the county Resource Manual.
- (e) Coordinate the recruitment, appointment, and utilization of volunteer resources.
- (f) Assist the county Emergency Management Coordinator with administering training programs.
- (g) Coordinate municipal participation in exercises conducted by the county.
- (h) Assist in the development of mutual aid agreements.
- (i) Assist in educating the population as to actions necessary for the protection of life and property in an emergency or disaster.
- (j) Encourage departments/agencies within the municipality to identify and implement procedures to mitigate the effects of potential disasters.
- (k) Assist in the assessment of the nature and scope of the emergency or disaster and collect damage assessment information and forward to the county.
- (l) Coordinate the vital records protection program.
- (m) Develop municipal standard operating procedures for disaster response which are consistent with the county Emergency Operations Plan.

Section 502. The **Plymouth Township Supervisor** shall appoint a minimum of two persons as successors to the position of the municipal liaison. The line of succession shall be supplied to the county Emergency Management Coordinator.

Article 6 - Plymouth Township Supervisor; Powers; Duties

Section 601. On an annual basis, the **Plymouth Township Supervisor** shall review the eligibility and performance of the Emergency Management Coordinator and make recommendations to the **Plymouth Township Board**.⁴

Section 602. The **Plymouth Township Supervisor** shall, review the effectiveness of the **Wayne** county Emergency Operations Plan as the plan relates to the municipality once every two years. With the assistance of the municipal liaison, he/she shall make recommendations to the county Emergency Management Coordinator of any changes which may be needed. After this review and incorporation of necessary changes, the **Plymouth Township Supervisor** shall certify the plan to be current and adequate for the **Charter Township of Plymouth** for the ensuing two years.⁴

Section 603. When circumstances within the **township** indicate that the occurrence or threat of occurrence of widespread or severe damage, injury or loss of life or property from natural or human-made cause exists the **Township Supervisor** may declare a local state of emergency.¹ Such a declaration shall be promptly filed with the **Wayne** county Emergency Management Office, who shall forward it to the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the **Plymouth Township Board**.⁵

Section 604. If the **Plymouth Township Supervisor** invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the **Township board** for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the **Township board** unless specifically provided herein.

Section 605. The **Plymouth Township Supervisor** may do one or more of the following under a local state of emergency:

- (a) Direct the Emergency Management Coordinator to implement the Emergency Operations Plan.
- (b) Issue directives as to travel restrictions on local roads within the municipality.
- (c) Relieve **Township** employees of normal duties and temporarily reassign them to other duties.
- (d) Activate mutual aid agreements.
- (e) Direct the municipal disaster relief effort in accordance with the county Emergency Operations Plan and municipal standard operating procedures.
- (f) Notify the public and recommend in-place or evacuation or other protective measures.
- (g) Request a state of disaster or emergency declaration from the Governor as described in Article 7.
- (h) When obtaining normal approvals would result in further injury or damage, **Township Supervisor** may, until the **Township Board** convenes, waive procedures and formalities otherwise required pertaining to the following:
 - (1) For a period of up to 7 days, send the disaster relief force and resources to the aid of other communities as provided by mutual aid agreements.
 - (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund created in Article 9.
 - (3) For a period of up to 7 days, make contracts, obtain and distribute equipment, materials, and supplies for disaster purposes.
 - (4) Employ temporary workers.
 - (5) Purchase and distribute supplies, materials, and equipment.
 - (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state

⁴ Rule 4 (c) (d-q) of the administrative rules promulgated for Act 390, sec. 19 states that the plan shall be considered official upon bearing the signature of the chief executive official of the municipality. The plan must be current and adequate (see rule) within two years.

⁵ Act 390, as amended, sec. 10 (1) (b) provides for the 7 day limit and disposition of the declaration.

agency. Such an ordinance or rule shall be temporary and, upon the Governor's declaration that a state of disaster or state of emergency is terminated, shall no longer be in effect.⁶

Section 606. If a state of disaster or emergency is declared by the Governor, assign and make available for duty the employees, property, or equipment of the **township** within or without the physical limits of the **township** as ordered by the Governor or the Director of the Department of State Police in accordance with the act.⁷

Article 7 - Governor Declaration Request

Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the **Plymouth Township Supervisor** determines that the situation is beyond control of the municipality, he/she may request the Governor to declare that a state of disaster or state of emergency exists in the municipality in accordance with the act. This shall be done by immediately contacting the **Wayne** Emergency Management Coordinator. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief.⁸

Article 8- Volunteers; Appointment; Reimbursement

Section 801. Each municipal department, commission, board, or other agency of municipal government is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the county Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.⁹

Article 9 - Disaster Contingency Fund

Section 901. Plymouth Township does not have a disaster contingency fund. Money may be expended from township funds when a local state of emergency has been declared for the purpose of paying the disaster relief force, purchase of supplies and services, repair costs, or other needs required specifically for the mitigation of the effects of, or in response to, the emergency or disaster.

Article 10 - Rights of Disaster Relief Force

Section 1001. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

- (a) If they are employees of the municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.
- (b) If they are not employees of the municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law.¹⁰

Article 12 - Temporary Seat of Government

⁶ Act 390, as amended, sec.12 (2) provides this authority.

⁷ Act 390, as amended, sec. 10 (1) (h) provides this authority.

⁸ Act 390, as amended, sec.12 states that the "chief executive official" (see definitions in act) of a county or any municipality may make this request. However, he/she must do this utilizing the procedures set forth in sec. 14 of the act which states that the appointed emergency management coordinator and the district coordinator must jointly assess the situation and make recommendations.

⁹ Act 390, as amended, sec. 11 (1) (a-c) discusses disaster relief force rights and duties.

Section 1201. The **Township Board** shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be use.

Article 13 - Liability

Section 1301. As provided for in the act and this resolution, the municipality, or the agents or representatives of the municipality, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act of omission arising out of and in the course of the person's good faith rendering of that activity, unless the person's act or omission was the result of that person's gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise be entitled to under the worker's compensation law, any pension law, or act of congress will not be effected as a result of said activity.¹⁰

Section 1302. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the municipality the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons or for any other disaster related function during a declared local state of emergency or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.¹¹

Article 14 - Sovereignty

Section 1401. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid.

Article 15 - Repeals

Section 1501. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Article 16 - Annual Review

Section 1601. This resolution shall be reviewed annually by the **Plymouth Township Board** and changes shall be made if necessary.

Article 17 - Effective Date

Section 1701. This resolution shall have immediate effect.

¹⁰ Act 390, as amended, sec. 11 (2-8) discusses liability.

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Plymouth Township

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the **Wayne County Operations Plan/Emergency Action Guidelines**, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

January 27, 2017

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Promulgation Document

Officials of **Plymouth Township**, in conjunction with County and State Emergency Eanagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.

Township Supervisor
Charter Township of Plymouth

Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how **Plymouth Township** will handle emergency situations in cooperation with the **Wayne County** Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. **Plymouth Township** will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the **Wayne County** Emergency Management Program in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.

Record of Revisions

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Chief Executive Official	Kurt Heise	Plymouth Twp		1
<u>Plymouth Township Board</u>	Board Members	Twp Board	1/6/2017	6
<u>Wayne County</u> Emergency Management Coordinator	Daniel Phillips	PTFD	1/6/2017	1
<u>Plymouth Township</u> Emergency Management Liaison	Daniel Phillips	Fire Department	1/6/2017	1
Communications and Warning Official	John Brothers	Dispatch Center	1/6/2017	12
Damage Assessment Official	Mark Lewis	Building Department	1/6/2017	2
Fire Services Official	Daniel Phillips	PTFD	1/6/2017	12
Mass Care, Emergency Assistance, Housing, and Human Services Official	Daniel Phillips	PTFD	1/6/2017	1
Public Health and Medical Services Official	Daniel Phillips	PTFD	1/6/2017	1
Public Information Official	Jerry Vorva	Clerks Department	1/6/2017	2

Basic plan

Purpose

Plymouth Township has elected to incorporate into the Wayne County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, Plymouth Township and the Wayne County Emergency Management Program share joint responsibilities. The Plymouth Township Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The Plymouth Township Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, Plymouth Township continues to implement the NIMS.

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended,
2. Plymouth Township local Emergency Management resolution,
3. Plymouth Township adoption of the Support EOP,
4. Executive Directive No. 2005-09, the state adoption of the NIMS,
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
6. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,
7. Good Samaritan Law and Know Act of 1986.

B. References used to develop the Support EOP:

1. NIMS,
2. NRF,
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMSHD),
4. Pub 204, MSP/EMHSD.

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Wayne County EOP, this document was developed in a cooperative, whole community effort between municipal

government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or update to the County EOP. After the plan is adopted by resolution of the **Township Board** and approved by the Township Supervisor, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the **Wayne County** EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

- B. **Plymouth Township** has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

1. The mitigation of potential hazards.
2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
4. Integration with the **Wayne County** EOP, **Wayne County** hazard mitigation plan, MEMP, etc.

- C. Community profile:

Plymouth Township is located in the **Western side** of **Wayne County**. The community has a population of **27,524** residents. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call.

- D. Hazard and threat analysis:

According to the **Wayne County Hazard Mitigation Plan/Hazard Analysis**, communities in the county are most vulnerable to many hazards in a mixed urban and suburban community. Hazards that have been identified as unique to **Plymouth Township** include: **Flooding in and Near the Hines park Floodplain**.

Thirty (30) sites that contain extremely hazardous materials are located in **Plymouth Township**. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

- E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, **Plymouth Township** has chosen to incorporate into the **Wayne County** Emergency Management Program. To coordinate emergency management related matters with the County Emergency

Management Program, the Plymouth Township has appointed the Fire Chief to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between Plymouth Township and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in Plymouth Township.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within Plymouth Township that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates the this Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the (Plymouth Township Supervisor) may declare a local state of emergency for Plymouth Township if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the Plymouth Township Supervisor, pursuant to local legislation, the Fire Chief or Police Chief are authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the the Plymouth Township Supervisor to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:
 1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.

2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the EOC. The EOC is located at **9955 North Haggerty Rd Plymouth Mi 48170.** If this location is unavailable, the alternate EOC location is **13600 Beck Rd Plymouth Mi 4870.**
 - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified by the Emergency Management Liaison to report to the EOC through **Fire DashBoard /Iris Notification System.**
 - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. The **Plymouth Township** emergency management organization is comprised of **Six** agencies and departments that are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to nine specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control , and Coordination	Supervisors Office	Kurt Heise	313-303-8534
Communications and Warning	Plymouth Dispatch Center	John Brothers	248-505-4792
Damage Assessment	Building Department	Mark Lewis	734-316-4574
Fire Services	Plymouth Township Fire Department	Daniel Phillips	734-634-1791
Mass Care, Emergency Assistance, Housing, and Human Services	Plymouth Township Fire Department	Daniel Phillips	734-634-1791
Public Health and Medical Services	Plymouth Township Fire Department	Daniel Phillips	734-634-1791
Public Information	Plymouth Township Clerk	Jerry Vorva	734-354-3224
Public Safety	Plymouth Township Police Department	Tom Tiderington	734-231-2305
Public Works	Department of Public Works	Patrick Fellrath	734-945-5294

3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate

4. **Plymouth Township** maintains **six** fulltime departments. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the development, review and maintenance of Support EOP and County EOP.
 - b. Report to the local EOC when activated for scheduled exercises or emergencies.
 - c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each agency’s emergency operations in accordance to procedures and policies.

- i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

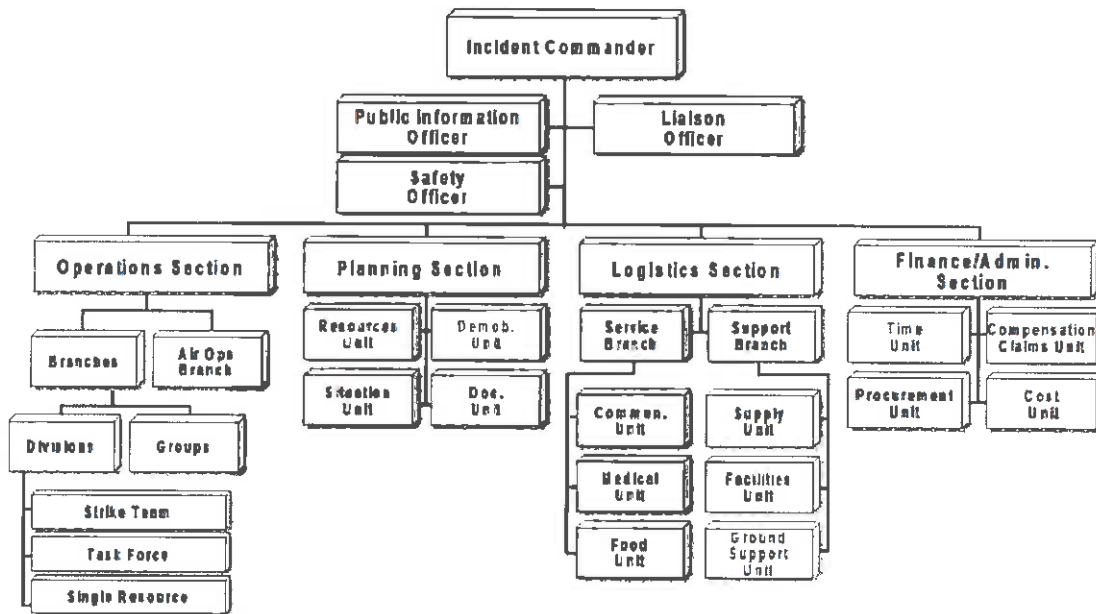
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the **(County EOP/EAG): (Applicable county annexes or ESFs; e.g., Direction and Control Annex, ESF#5 – Information & Planning)**

Responsible Agency: Executive Office

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT

The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY

The CEO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE
SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE

ANNEX B

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the (County EOP/EAG): (Applicable county annexes or ESFs; e.g., Communications Annex and Warning Annex, ESF#2 – Communications and ESF#15 – External Affairs)

Responsible Agency: **911 Dispatch Center**

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes (communications channels, e.g. telephone, cell phone, radios, pagers, etc.)
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include (communications channels, e.g. telephone, cell phone, radios, pagers, etc.)
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include (warning methods, e.g., sirens, door-to-door notification, reverse 911, etc.)
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	AGENCY

Plymouth Township Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE

ANNEX C

DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the **(County EOP/EAG): (Applicable county annexes or ESFs; e.g., Damage Assessment Annex, ESF#5 – Information & Planning and ESF#14 – Long-Term Community Recovery)**

Responsible Agency: **Building Department**

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

TITLE	AGENCY

The Building Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE

**ANNEX D
FIRE SERVICES**

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the **County EOP/EAG**: **(Applicable county annexes or ESFs; e.g., Fire Annex, ESF#4 – Firefighting and ESF#9 – Search and Rescue, etc.)**

Responsible Agency: **Fire Department**

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Fire Department	Fire Chief

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Shift Commander	Plymouth Township Fire
Off Duty Captain	Plymouth Township Fire

The Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE

ANNEX E

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the (County EOP/EAG): (Applicable county annexes or ESFs; e.g., Human Services Annex, ESF#2 – Communications and ESF#6 – Mass Care, Emergency Assistance, Housing, and Human Services)

Responsible Agency: Fire Department

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: <u>(shelter locations; information on pre-identified shelter locations should be available from the County Emergency Management Program or ARC)</u>

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Fire Department	Fire Chief

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Shift Commander	Plymouth Township Fire
Off Duty Captain	Plymouth Township Fire

The Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE

ANNEX F

PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the (County EOP/EAG): (Applicable county annexes or ESFs; e.g., Emergency Medical Services Annex and Public Health Annex, ESF#8 – Public Health and Medical Services)

Responsible Agency: Fire Department

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Fire Department	Fire Chief

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Shift Commander	Plymouth Township Fire
Off Duty Captain	Plymouth Township Fire

The Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE

ANNEX G
PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the **(County EOP/EAG): (Applicable county annexes or ESFs; e.g., Public Information Annex, ESF#15 – External Affairs)**

Responsible Agency: **Clerks Office**

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by Township Clerk .
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at 9911 North Haggerty Rd Plymouth MI 48170
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	AGENCY

The Clerks Office is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE

ANNEX H
PUBLIC SAFETY

The Public Safety function is concerned to ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the (County EOP/EAG): (Applicable county annexes or ESFs; e.g., Law Enforcement Annex, ESF#13 – Public Safety and Security)

Responsible Agency: Police Department

Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	AGENCY

The Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE

ANNEX I

PUBLIC WORKS

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the (County EOP/EAG): (Applicable county annexes or ESFs; e.g., Public Works Annex, ESF#1 – Transportation, ESF#3 – Public Works and Engineering and ESF#12 – Energy)

Responsible Agency: Division of Public Services

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

TITLE	AGENCY

The Division of Public Services is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE

G.6

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

Resolution No. 2017-02-28-08

**AGREEMENT BETWEEN THE COUNTY OF WAYNE AND
THE CHARTER TOWNSHIP OF PLYMOUTH
FOR IMPROVEMENTS AT TOWNSHIP PARK**

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on the 28th day of February 2017 at 7:00 pm, the following resolution was offered:

WHEREAS, the County of Wayne through its Department of Public Services, Parks Division and the Township of Plymouth have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to residents of Wayne County; and

WHEREAS, The County of Wayne will cooperatively fund lighting improvements to the baseball diamonds at Plymouth Township Park located at 46640 Ann Arbor Trail, Plymouth Michigan, and

WHEREAS, The County of Wayne will provide from their Parks Millage an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) toward the purchase and installation of the directional LED lights; and

NOW THEREFORE, BE IT RESOLVED, the Charter Township of Plymouth Board of Trustees agrees to enter into the Inter-Governmental Agreement (IGA) between the County of Wayne and the Charter Township of Plymouth for Improvements at Plymouth Township Park and authorizes the Township Supervisor and Clerk to sign the agreement.

Present:

Absent:

Moved by:
Supported by:

Roll Call Vote

Ayes:
Nays:

Resolution: **2017-02-28-08**

Adopted: February 28, 2017 – Regular Meeting

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN

COUNTY OF WAYNE

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, Wayne County, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Plymouth Board of Trustees at their Regular Meeting held on the date first set forth above; the original of which Resolution is on file in my office.

HEMMING, POLACZYK, CRONIN,
WITTHOFF, BENNETT & DEMOPOULOS, P.C.

Counselors at Law
217 West Ann Arbor Road
Suite 302
Plymouth, Michigan 48170

KEVIN L. BENNETT

(734) 453-7877
FAX (734) 453-1108

kbennett@hpcswb.com

January 18, 2017

Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

To the Wayne County Department of Public Services:

Be advised that this office is general counsel for the Charter Township of Plymouth.

Your office has provided to the Charter Township of Plymouth the "Agreement Between the Charter County of Wayne and the Township of Plymouth for Improvements to Township Park FY 2014-16."

Paragraphs 5.02 and 11 provide for the Township "hold harmless" the County. To the extent that such provisions constitute the Township indemnifying the County for the County's own negligence, such attempt is improper and prohibited on a variety of grounds including the following:

- The County's demand that it be provided indemnification with respect to the County's own negligence is ultra vires.
- The County's demand that it be indemnified against its own negligence is contrary to Michigan Public Policy as expressed in MCL 600.2956 and *Kaiser v Allen*, 481 Mich 31, 37; 746 NW2d 92 (2008), each of which specify that each party is liable only for the portion of damages that reflects that party's negligence only and that one party will not be held liable for the negligence of the other party.

Additionally, the Township does not even have the authority to enter into an indemnification agreement because it would be an unlawful loan of credit. In *Solomon v Department of State Highways & Transp*, 131 Mich App 479; 345 NW2d 717 (1984), the court of appeals held that the credit of the state (and by extension its municipalities) cannot be used as a guarantee or surety in favor of any person, association, or corporation, public or private. Further, in *Michigan Mun Liability & Prop Pool v Muskegon County Bd of County Rd Comm'rs*, 235 Mich App 183; 597 NW2d 187 (1999), the court similarly held that the road commission did not have the authority to enter into an agreement to indemnify a city and its engineer. As such, the Charter Township of Plymouth may not indemnify another entity.

This letter will confirm that the Charter Township of Plymouth does not agree to any provisions in the Agreement purporting to require the Township to indemnify the County for the County's own negligence. The signature(s) on behalf of the Charter Township of Plymouth on the Agreement does not signify an agreement with such insurance or indemnification requirements. The Charter Township of Plymouth reserves the right to challenge any insurance and indemnification provisions to the extent that they do not comport with applicable law.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin L. Bennett". The signature is stylized and cursive.

Kevin L. Bennett

cc: Kurt Heise, Supervisor

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE TOWNSHIP OF PLYMOUTH

for

Improvements to

TOWNSHIP PARK

FY 2014-16

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THIS AGREEMENT (“Agreement”) is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the “County”) and the Township of Plymouth, a Michigan municipal corporation (hereinafter “Township”).

1. PURPOSE

1.01 The County and Township have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the “Project”) at Township Park, located in the Township (individually, “Site” or collectively, “Sites”), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Supervisor of the Township or his/her designee, in creation of the Project under the limitations indicated in Sections 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and execution by the County Chief Executive Officer (“County Executive”), and **shall terminate on September 30, 2019 at 11:59 p.m.**

3.02 If Township fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY’S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2014-16 funding provided by the County for the recreational Project **shall not exceed One Hundred Thousand Dollars (\$100,000.00)**

5. TOWNSHIP’S COVENANTS

5.01 Prior to construction of any portion of the Project, Township shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 Township warrants that it is the legal owner with good, valid, and clear title to each Site described in **Exhibit A**. Township shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 Township shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 Township shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Township for any unapproved costs or costs outside the scope of this Agreement.

5.05 Township shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Township shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 Township agrees that in consideration of the financial commitment that the County is providing for the Project, Township shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 Township will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Township shall install the signage prior to the Project's completion.

5.09 Township agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Township further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Township, not to exceed the amount stated in Section 4.01.

6.03 Township may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 Township must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Township receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Township must furnish, without charge, copies of all information, books, records, data, reports, etc., of Township, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Township or any of its contractors, subcontractors, consultants or agents. Township must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Township pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Township administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to Township's performance under this Agreement, a discrepancy should arise as to the amount of compensation due Township, Township shall pay to the County on demand the amount of compensation in question. If Township fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Township but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Township in any concurrent, successive or future agreements between the parties.

7.04 Township further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Township must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 Township will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the Township as insured or beneficiary.

11. HOLD HARMLESS

11.01 Township agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by Township as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or Township or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Township warrants to the County that Township will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Township warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Township's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Township will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Township must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Township shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Township, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, Township must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Township's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, Township shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Township shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. Township or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by Township as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Township must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth Board of Trustees and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 Township shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. Township also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 Township agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. Township will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide

occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Township.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Township acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Township or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Township is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, Township covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 Township and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Township ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Township:
Public Services Coordinator
Township of Plymouth
9955 N. Haggerty Road
Plymouth, Michigan 48170

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. COMPLIANCE WITH CONSENT AGREEMENT

23.01 The parties acknowledge that this Contract is subject to P.A. 2012 No. 436, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective August 21, 2015 ("Consent Agreement"). A copy of the Consent Agreement is available at www.waynecounty.com/mb/consent-agreement.htm.

23.02 Upon written request of the County, the Township shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

23.03 The Township shall promptly provide notice to the County Executive if the Township receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

23.04 The Township shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, P.A. 1976 No. 267, the Uniform Budget and Accounting Act, P.A.1968 No. 2, or the Emergency Municipal Loan Act, P.A. 1980 No. 243, by the County, the County Commission, the County Executive, or another officer of the County.

23.05 The Township shall immediately provide notice to the County Executive of any possible violations of the Consent Agreement by sending an email to consentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

23.06 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

24. MISCELLANEOUS

24.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

24.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

24.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

24.04 This Agreement must not be construed as a waiver of any governmental immunity the County or Township, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

24.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

25. AUTHORIZATION AND CAPABILITY

25.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Plymouth Board of Trustees and the County Commission and executed by the County Executive and the Supervisor of the Township. Copies of such resolutions shall be attached to this Agreement.

25.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25.03 This Agreement is effective only upon approval by the County Commission and the Plymouth Board of Trustees, and then execution County Executive, the Supervisor of the

Township, whichever occurs last.

26. SIGNATURE

26.01 The County and Township, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

Township of Plymouth
Township Park

County Commission approved and execution authorized by Resolution	CHARTER COUNTY OF WAYNE
No. _____	By: _____
Date: _____	Warren C. Evans
	Its: County Executive
	Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

Township of Plymouth
Township Park

Plymouth Board of Trustees approved and execution authorized by Resolution No. _____ Date: _____	TOWNSHIP OF PLYMOUTH By: _____ Kurt L. Heise Its: Supervisor Date: _____
---	---

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
Kurt L. Heise on behalf of the Township of Plymouth.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

EXHIBIT A: LEGAL DESCRIPTIONS

EXHIBIT "A"

A part of the Southwest 1/4 of Section 28, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; more particularly described as commencing at the South 1/4 corner of said Section 28; thence North 03°06'36" West, 2263.01 feet, along the North and South 1/4 line of said Section 28, an extension of, and the Westerly line of "Beacon Estates Subdivision No. 4", as recorded in Liber 97 of Plats, on Pages 12, 13 and 14, Wayne County Records, to the point of beginning; thence North 88°22'08" West, 1375.49 feet; thence North 03°34'11" West, 539.68 feet, to the East and West 1/4 line of said Section 28; thence South 88°28'39" East, 1379.62 feet, along the East and West 1/4 line of said Section 28, to the Center of said Section 28 and the Northwest corner of said "Beacon Estates Subdivision No. 4" (said point also being the Southwest corner of "Walnut Creek Subdivision", as recorded in Liber 97 of Plats, on Pages 1, 2 and 3, Wayne County Records, and the Southeast corner of "Glenview", as recorded in Liber 84 of Plats on Pages 31 and 32, Wayne County Records); thence South 03°06'36" East, 541.93 feet, along the North and South 1/4 line of said Section 28, and the Westerly line of said "Beacon Estates Subdivision No. 4", to the point of beginning. All of the above containing 742,245 square feet or 17.0396 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

EXHIBIT B: PROJECT DESCRIPTION

PROJECT DESCRIPTION

The Charter Township of Plymouth is interested in utilizing a portion of 2014 and 2016 Wayne County Parks Millage Funds for lighting improvements to the baseball diamonds at Plymouth Township Park located at 46640 Ann Arbor Trail, Plymouth, Michigan. The funds would be used for the purchase and installation of new, directional LED lights at the park baseball diamonds. Much of the required equipment is to be donated by Musco Sports Lighting and is valued at more than \$80,000. This donation is being made on behalf of the Plymouth-Canton Little League. The Musco Light-Structure Green System includes 18 High Intensity Discharge lighting fixtures including controls and monitoring, four (4) galvanized steel poles, pre-cast concrete foundations, pole length wire harnesses, and electrical components enclosures. A 25 year warranty, including all maintenance and re-lamping is also included.

The benefits of the Light-Structure Green System include:

- Reduction of energy and maintenance costs by 50%
- Reduction of spill light and glare by 50%
- Directional lighting to minimize impact on adjacent neighborhoods
- Increased lamp life from 3,000 to 5,000 hours
- Guaranteed constant light levels of 50 foot-candles infield; 30 foot-candles outfield
- A re-lamp after 5,000 hours of operation

The installation will be completed by Musco installation specialists in the Spring of 2017.

PROJECT LOCATION



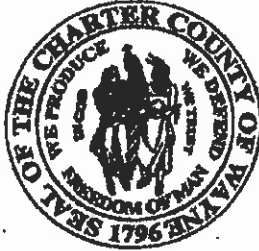
PROJECT COST BREAKDOWN

Materials	Costs
Galvanized Steel Poles (4)	Free
Green Generation Light Fixtures	Free
Pre-cast Concrete Foundations	Free
Pole Length Wire Harnesses	Free
Electrical Components Enclosures	Free
Directional LED Light Fixtures - Upgrade	\$30,000
Installation	\$70,000

TOTAL *\$100,00.00 Est.

*This estimate includes anticipated equipment and installation costs. It does not include the cost of a new electrical transformer. It also assumes standard soil conditions. Rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 3/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top...ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color...Its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Aerial, Times New Roman something standard.
- Include County Logo , County Executive and Commissioners bottom left
- Include City Logo , Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & Installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.

Exhibit D: INSURANCE COVERAGES

Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$3,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement

or the date the Contractor starts to perform the services.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

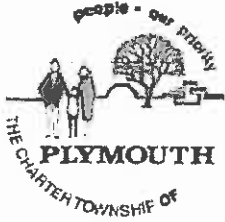
Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the Township, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 28, 2017

ITEM: Agreement for Weed and algae control for Plymouth Township Park Pond and Township Hall Pond.

PRESENTER: Mark Lewis

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND: To prevent weeds and algae from overtaking the ponds it is necessary to treat ponds yearly. Michigan Department of Environmental Quality (MDEQ) has an Aquatic Nuisance Control Permit requirement before any application can take place during any given year. On August 17, 2015 the MDEQ launched a new information system called MIWaters. The Township has used different firms in the past to treat the water.

ACTION REQUESTED: Approve the low bidder. The request for bids was sent to 15 Aquatic firms. We received three quotes back:

- | | |
|------------------------------------|---------|
| 1. Aqua-Weed Control Inc. | \$4,200 |
| 2. Bluewater Aquatics | \$3,590 |
| 3. PLM Lake & Land Management Corp | \$1,650 |

BUDGET/ACCOUNT NUMBER: 101-691-931-000 Park
101-265-776-000 Township Hall and Grounds

RECOMMENDATION: As an incentive to establish a multiple year agreement PLM will treat the pond at the same price structure as 2017 for 2018. The remaining three years (2019, 2020 and 2021) will have cost increases of 3% per year or less. If total chemical cost increases 10% from the previous year a new agreement will have to be mutually acceptable or agreed upon. If the DEQ or other regulatory agencies significantly change the approved treatment procedures, either party may terminate the agreement upon giving ninety (90) days advance written notice. Please see their attached proposal for all the terms.

Based on the reasonable price and the ability to terminate the agreement entering into this agreement would add consistent professional care of the pond environment.

PROPOSED MOTION: I move to approve the attached agreement with PLM Lake & Land Management Corp. and allow the Township Supervisor and Clerk to sign.

ATTACHMENTS: Copy of bid proposal.



January 18, 2017

Charter Township of Plymouth
Attn: Mark Lewis
9955 N. Haggerty Road
Plymouth, MI 48170-4673

RE: Quote for weed & algae control on Plymouth Township Park Pond and Township Hall Pond.

PLM Lake & Land Management will provide a professional aquatic program for the control of weeds and/or algae for **Plymouth Township Park and Hall Ponds for the 2017 thru 2021 seasons.**

This treatment program is intended to address nuisance weed and algae growth from Mid-April thru mid-September as needed according to the DEQ permit conditions. DEQ permit will be secured by PLM Lake & Land Management Corp prior to any treatments taking place.

Treatment program:

Products to be applied: Restrictive products such as Reward, Aquathol K, Hydrothol 191, Renovate, Clipper, Sonar, Glyphosate and nonrestrictive products such as Nautique, copper sulfate, chelated copper and shade.

Mid-April/May: Survey of ponds to determine when the initial weed and algae treatment should be performed.

May-September: Algae and spots weed treatments will be performed on an as needed basis. Emergent (Cattails) treatments will be performed if requested.

October: Review of treatment during the 2017 season, modify future treatment plans if necessary and obtain permits for the 2018 season.

Total cost of management services 2017: \$1,650.00

Optional-Water Quality Program:

The water quality program consists of two samples, occurring in the spring, and late summer each season. Parameter such as secchi disc, pH, D.O., conductivity, alkalinity and nutrient sampling of total nitrogen and total phosphorus give us the ability to monitor lake trends more efficiently. This information will enable us to include the trophic status of your lake. The program also tests your water for Fecal bacteria (E. Coli), in mid-summer which can determine the condition of your lake and if the water is safe for swimming. If testing results indicate there is an immediate problem, Plymouth Township will be notified immediately. Reports will be issued annually in the fall.

Contract Period:

Multiple Year Treatment Program: As an incentive to establish a multiple year agreement we will treat your lake or pond at the same price structure as 2017 for 2018! The remaining three years (2019, 2020 and 2021) will have cost increases of (3%) three percent per year or less. If total chemical cost increases 10% from the previous year a new agreement will have to be mutually acceptable. If during the life of the contract the DEQ or other regulatory agencies significantly change the approved treatment procedures, either party may terminate this agreement upon giving ninety (90) days advance written notice thereof.

PO Box 132 · Caledonia, Michigan 49316
phone 616.891.1294 · fax 616.891.0371
www.plmcorp.net

One Year Treatment Program: Pricing is based on the type and the amount of vegetation or algae present at the time of treatment, as well as, the products applied. Unlike the multiple year program, an agreeable price structure is not contracted into a one-year program. Therefore, an increase in the cost of products, labor, or changes made by the DEQ or other regulatory agencies may have a drastic effect on the pricing for following years.

Permit Fee:

PLM Lake & Land Management is responsible for completing and submitting aquatic nuisance permit applications.

Posting of Treatment Areas:

Posting of shoreline treatment areas is the responsibility of PLM Lake & Land Management and will be conducted according to MIDEQ regulations. Signs will be attached to thick barked trees, posts or other suitable fixtures already on site. If homeowners wish to have signs posted in designated areas or on specific fixtures they must notify PLM Lake & Land Management, providing lake address, location of property, and where the signs are to be posted. Pictures are the most informative way to relay this information. Notification of alternate posting must be made at least 14 days prior to treatment and additional fees may apply. The removal of posting signs after the restrictions have expired is the responsibility of the homeowner.

Notification of Treatments:

It is your responsibility to notify each resident within **100 feet** of the treatment area **at least seven days** in advance, **but no more than forty-five days** prior to the first treatment date, that products will be applied to the lake. This notification requirement **must** be administered to each and every property owner within 100 feet of any treatment area. PLM Lake & Land Management will provide a tentative treatment schedule and the **Notice** of proposed products to be used during the spring of each year. We will also notify resident within 100 feet of the treatment areas on the day of treatment.

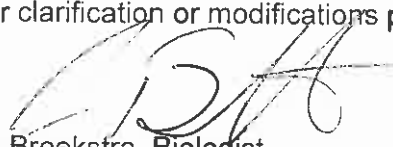
Invoicing and Payments:

PLM Lake & Land Management will submit an invoice following the initial treatment that will include the following information; lake and/or pond(s) treated, date of treatment and type of treatment or acres treated. Monies will be due net forty-five (45) days.

Liability Issues:

We are responsible for workman's compensation and liability insurance for the duration of the contracted period. PLM Lake & Land Management is not responsible for fish loss due to low oxygen levels caused during warm water conditions.

Please sign, check multiple or one-year program and return one copy of this proposal as our contract. For further clarification or modifications please contact.



Jason Broekstra, Biologist
Vice President of Michigan Operations
PLM Lake & Land Management Corp
Jasonb@plmcorp.net
616-891-1294 x2000

For Plymouth Township
Multiple Year Program: _____
One Year Program: _____

Print Name **Date**

Signature



G.8

CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 28, 2017

ITEM: McLeod USA METRO Act Permit Renewal

PRESENTER: Kevin Bennett, Township Attorney
Patrick J Fellrath, PE, Director of Public Services

BACKGROUND:

McLeodUSA Telecommunications Services, LLC requests a renewal of its existing METRO Act Permit originally issued by the Township on May 1, 2012 and set to expire on May 1, 2017.

ACTION REQUESTED: Per the attached memo from the Township Attorney dated February 24, 2017, the Township Board may renew the existing permit.

RECOMMENDATION:

PROPOSED MOTION: I move to renew the existing METRO Act Permit dated May 1, 2012 issued to McLeodUSA Telecommunications Services, LLC for an additional five (5) years (i.e. until May 1, 2022) contingent upon the insurance meeting the requirements as set forth in Township Ordinance.

ATTACHMENTS: Letter from Township Attorney dated February 24, 2017, Insurance Documents, Right of Way Permit Extension Documents

Moved By _____ Seconded By _____

ROLL CALL:

_____ JD _____ CC _____ MC _____ KH _____ JV _____ GH _____ BD



Autry L. Meeker

Sr. Analyst, OSP Engineering
Easements, Franchises, ROWs
Windstream Communications, Inc.
11101 Anderson Drive
Little Rock, AR 72212
P: 501-748-5234
autry.meeker@windstream.com

METRO ACT RIGHT OF WAY PERMIT EXTENSION

(11/21/16)

Jerry Vorva – City Clerk
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, MI 48170

Dear Mr. Vorva,

This is a letter agreement which extends the existing METRO Act Permit issued by The Charter Township of Plymouth, a Michigan municipal corporation, located at 9955 N. Haggerty Road, Plymouth, MI 48170, to McLeodUSA Telecommunications Services, L.L.C. ("McLeodUSA") an Iowa corporation, d/b/a PasTec Communications, LLC., with corporate offices located at 4001 Rodney Parham Road, Little Rock, AR 72212, which expires on May 1, 2017. The extension is for a term to end on May 1, 2022.

If this is agreeable, please sign this extension letter agreement in the place provided below and email a copy to corp.franchise.agreements@windstream.com. The remaining documents may be retained for the City's records. If you wish to send a hard copy of the renewal letter, please mail to McLeodUSA, Attention Franchise/ROW, 11101 Anderson Drive, Little Rock, AR 72212.

We would appreciate return of the signed copy within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions, please feel free to contact Jamie Rucker via email, Jamie.Rucker@windstream.com or (501) 748-7890, or myself via contact information at upper left of this letter.

Agreed to by and on behalf of the
(Charter Township of Plymouth, MI)

McLeodUSA Telecommunications Services, L.L.C.
acknowledges receipt of this Permit Extension

By: _____
Signature

Granted

By: Jamie Rucker
Jamie Rucker – Staff Manager Engineering

His: _____

Its: METRO Act Administrator

Date: _____

Date: _____

METRO Act
Unilateral Form

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

This permit issued this 1st day of May, 2012 by the Charter Township of Plymouth, a Michigan municipal corporation, located at 9955 N. Haggerty Road, Plymouth, MI 48170 to McLeodUSA Telecommunications Services, LLC d/b/a PAETEC Business Services ("PAETEC"), an Iowa limited liability company, located at 929 Martha's Way, Hiawatha, IA 52233.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the Charter Township of Plymouth, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean PAETEC, a limited liability company organized under the laws of the State of Iowa whose address is 929 Martha's Way, Hiawatha, IA 52233.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and

further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Greg Serich, PAETEC, 4074 S. Linden, Flint, MI 48507, (810) 600-2090, greg.serich@paetec.com.

3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local

office, the location address, phone number and contact person (title or department) for them is _____.

3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Greg Serich, PAETEC, 4074 S. Linden, Flint, MI 48507, (810) 600-2090, greg_serich@paetec.com.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Greg Serich, PAETEC, 4074 S. Linden, Flint, MI 48507, (810) 600-2090, greg_serich@paetec.com.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole

expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 **No Priority.** This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 **Restoration of Property.** Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 **Marking.** Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use

ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense, unless otherwise stipulated as between Consumers Energy, Detroit Edison or such other electric or telecommunications provider in the agreement between such parties.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors

who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 If Permittee places any new, or relocates any existing telecommunication facilities underground within the rights-of-way of the Municipality, liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide for at least ten (10) days prior written notice to Municipality of cancellation for non-payment of premium and for at least thirty (30) days prior written notice for all other cancellations. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in

Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 **Deductibles.** If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 **Contractors.** Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 **Insurance Primary.** Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 **Term**

- 7.1 **Term.** The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Five years from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 5, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days

(or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal: Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal: Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Township, to 9955 N. Haggerty Road, Plymouth, MI 48170.

12.1.2 If to Permittee, to PAETEC, ROW Department, One Martha's Way, Hiawatha, IA 52233.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

By: Joseph Brideman
Its: TOWNSHIP CLERK
Date: 2-9-12

Charter Township of Plymouth

By: Richard M. Leasure
Its: TOWNSHIP SUPERVISOR
Date: 2-9-12 RICHARD M. LEASURE

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

McLeodUSA Telecommunications Services, LLC
d/b/a PAETEC Business Services


By: 
Is: STATE MANAGER - CSP RECORDS
Date: 5/9/12

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Existing facilities in Public Rights-of-Way within Municipality as of the date this Permit is issued.

Memo

To: Jerry Vorva, Clerk; Kurt Heise, Supervisor
From: Kevin L. Bennett
Date: February 24, 2017
Re: McLeodUSA Metro Act Permit Renewal Request

Background

In a letter dated November 21, 2016, McLeodUSA requested a renewal of its existing METRO Act Permit issued by the Township on May 1, 2012. The existing Permit has a term of five years, so it expires on May 1, 2017. The Permit submitted does not include route maps for McLeod's telecommunications facilities; rather, it contains the following statement: "Existing facilities in Public Rights-of-Way within Municipality as of the date this Permit is issued."

In reviewing the 2012 "renewal" of its 2006 permit, it appears that McLeodUSA submitted a new permit application, and paid the \$500 application fee. It also appears that the application included a route map. The route map shows McLeodUSA has aerial optical fiber installed along M-14 and I-275. The route map is attached hereto for your ease of reference.

Applicable Law: METRO Act

The METRO Act, MCL 484.3101 *et seq.*, is silent with respect to the term or duration of a permit. Section 6 of the Act, however, provides that both the permit application and permit itself must be on a form approved by the Michigan Public Service Commission: ". . . the commission shall prescribe the form and application process to be used in applying to a municipality for a permit . . . and the provisions of a permit"

Section 7 of the current permit form approved by the PSC provides that the term of the permit is five years.

The current permit form is silent with respect to renewal. It thus appears reasonable to conclude that the PSC intended the provider to resubmit a new application if the provider intended to continue to maintain telecommunications facilities in a municipality's public rights-of-way. If this is true, then McLeodUSA should submit a new METRO Act Permit Application.

However, there appears to be nothing in the Act or on the permit form that would preclude a municipality's discretion in renewing an existing Permit. As such, a municipality

appears to have discretion in agreeing to renew an existing permit, or in requiring the submittal of a new permit application.

If the Board opts to renew McLeod's existing Permit, McLeod's submitted documents should be reviewed in the context of the information contained in the 2012 Permit Application. The 2012 Application was ultimately deemed administratively complete, and approved by the Board prior to May 15, 2012.

The newly submitted documents contain McLeodUSA's general information, contact information, certification of license to provide basic local exchange service, and insurance certificate.

After several email exchanges, the insurance certificate appears satisfactory. The latest certificate is attached. As such, it appears that the renewal request is administratively complete.

Michigan Public Service Commission Notification

The Township must notify the Michigan PSC when it grants or denies a METRO Act permit application, including information regarding the date on which the application was filed and the date on which the permit was granted or denied. The notification should be sent to:

Ms. Robin Ancona, Director
Telecommunications Division
Michigan Public Service Commission
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909

Please do not hesitate to contact me if you have any questions or comments.



Paetec Fiber Optic Route
11,169 feet: Aerial
0 feet: Buried



Subject To Change Without Notice



Plymouth Township, MI
 Author: Paul Neumann
 Printing Date: August 24th, 2011



CERTIFICATE OF LIABILITY INSURANCE

7/17/2017

DATE (MM/DD/YYYY)

2/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

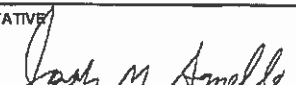
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Agri General Insurance Company</td> <td>42757</td> </tr> <tr> <td>INSURER C: ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Agri General Insurance Company	42757	INSURER C: ACE Property & Casualty Insurance Co	20699	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E: Indemnity Insurance Co of North America	43575	INSURER F:
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INSURER F:														
INSURED 1075959 WINDSTREAM SERVICES, LLC 4001 RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442														

COVERAGES WINCO07 **CERTIFICATE NUMBER:** 14363906 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	HDOG27853195	7/17/2016	7/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	ISAH09044140	7/17/2016	7/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	XOOG2813480001	7/17/2016	7/17/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A B D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC48609089(AZ,CA,MA) WLRC48609077(TN) SCFC48609053(WI) WLRC48609090 (AOS)	7/17/2016 7/17/2016 7/17/2016 7/17/2016	7/17/2017 7/17/2017 7/17/2017 7/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED
 MCLEODUSA TELECOMMUNICATIONS SERVICES LLC IS A NAMED INSURED UNDER ALL WINDSTREAM POLICIES. GENERAL LIABILITY IS PRIMARY AND NONCONTRIBUTORY. THE CHARTER TOWNSHIP OF PLYMOUTH IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTO AND UMBRELLA IF REQUIRED BY TOWNSHIP ORDINANCE, SUBJECT TO POLICY TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS. THE INSURANCE POLICIES CONTAIN THE STANDARD SEPARATION OF INSUREDS PROVISION

CERTIFICATE HOLDER 14363906 CHARTER TOWNSHIP OF PLYMOUTH 9955 N HAGGERTY ROAD PLYMOUTH MI 48170	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Windstream Services, LLC			Endorsement Number 4
Policy Symbol ISA	Policy Number H09044140	Policy Period 07/17/2016 to 07/17/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
 AUTO DEALERS COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 EXCESS BUSINESS AUTO COVERAGE FORM
 EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "Insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "Insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

CHUBB

LEAD SHEET

FOR:

LOCKTON COMPANIES LLC

RUN DATE: 02/09/2017

POLICY NUMBER: ISA H09044140

ID: Z02TIDK1

RUN BY: ACEINA\KXTIDW

PAGES OF THIS COPY: 0005

INSURED'S NAME

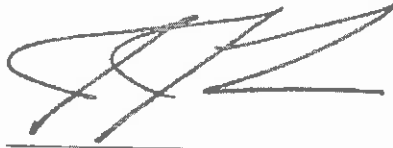
Windstream Services, LLC

CHUBB

**Policyholder Notice
Commercial Lines Deregulation
New York**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE 2-14057

GENERAL PURPOSE ENDORSEMENT	POLICY NUMBER: ISA H09044140
	PRODUCER NUMBER: 277611
ITEM ONE- POLICY INFORMATION	
Named Insured: Windstream Services, LLC	
Address: 4001 N Rodney Parham Rd Little Rock AR 72212	
Policy Period: 07/17/2016 to 07/17/2017	
This Endorsement Effective: 02/01/2017 12:01 a.m. standard time at the named insured's address stated above.	
In-Term Policy Change Number: 201	
ENDORSEMENT SUMMARY:	
It is agreed effective 02/01/2017 that the following endorsement is added to the policy: Endorsement #202, ALL-32688 01/11, Notice To Others Endorsement – Specific Parties	
 _____ AUTHORIZED REPRESENTATIVE	

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

Named Insured Windstream Services, LLC			Endorsement Number 202
Policy Symbol ISA	Policy Number H09044140	Policy Period 07/17/2016 TO 07/17/2017	Effective Date of Endorsement 02/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Charter Township of Plymouth		9955 N Haggerty Road Plymouth, MI 48170

Name of Certificate Holder	E-Mail Address	Physical Address

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

CHUBB

LEAD SHEET

FOR:

LOCKTON COMPANIES LLC

RUN DATE: 02/09/2017

POLICY NUMBER: HDO G27853195

ID: Z02DAUK1

RUN BY: ACEINA\KJDAUS

PAGES OF THIS COPY: 0005

INSURED'S NAME

Windstream Services, LLC

POLICY NUMBER: HDO G27853195

CHUBB

**Policyholder Notice
Commercial Lines Deregulation
New York**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CLASS CODE 2-14057

GENERAL ENDORSEMENT

Named Insured Windstream Services, LLC			Endorsement Number 186
Policy Symbol HDO	Policy Number G27853195	Policy Period 07/17/2016 to 07/17/2017	Effective Date of Endorsement 02/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed effective 02/01/2017 the following endorsement is added to the policy:

Endorsement #188 ALL32688 – Notice to Others Endorsement – Specific Parties



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

Named Insured Windstream Services, LLC			Endorsement Number 187
Policy Symbol HDO	Policy Number G27853195	Policy Period 07/17/2016 TO 07/17/2017	Effective Date of Endorsement 02/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Charter Township of Plymouth		9955 N Haggerty Road Plymouth, MI 48170

Name of Certificate Holder	E-Mail Address	Physical Address

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

CHUBB

ACE COMPANIES
ACE USA PROPERTY & CASUALTY
CENTRALIZED OPERATIONS
1 BEAVER VALLEY ROAD
WILMINGTON, DE 19803

WINDSTREAM SERVICES, LLC
4001 N RODNEY PARHAM RD
LITTLE ROCK AR 72212

COU

OFFICE 61760 277611 COU 20170209 SO.TYP C48609090

WCIN59EP
CK-1X38

BEGINNING OF POLICY

OFFICE 61760 277611 COU 20170209 SO.TYP C48609090



Workers' Compensation and Employers' Liability Policy

Named Insured WINDSTREAM SERVICES, LLC 4001 N RODNEY PARHAM RD LITTLE ROCK AR 72212	Endorsement Number
	Policy Number Symbol: WLR Number: C48609090
Policy Period 07-17-2016 TO 07-17-2017	Effective Date of Endorsement 02-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|---|---|
| 1. <input type="checkbox"/> Insured's Name | 11. <input type="checkbox"/> Item 3.B. Limits |
| 2. <input type="checkbox"/> Policy Number | 12. <input type="checkbox"/> Item 3.C. States |
| 3. <input type="checkbox"/> Effective Date | 13. <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers |
| 4. <input type="checkbox"/> Expiration Date | 14. <input type="checkbox"/> Item 4. *Class, Rate, Other |
| 5. <input type="checkbox"/> Insured's Mailing Address | 15. <input type="checkbox"/> Interim Adjustment of Premium |
| 6. <input type="checkbox"/> Experience Modification | 16. <input type="checkbox"/> Carrier Servicing Office |
| 7. <input type="checkbox"/> Producer's Name | 17. <input type="checkbox"/> Interstate/Intrastate Risk ID Number |
| 8. <input type="checkbox"/> Change in Workplace(s) of Insured | 18. <input type="checkbox"/> Carrier Number |
| 9. <input type="checkbox"/> Insured's Legal Status | 19. <input type="checkbox"/> Issuing Agency/Producer Office Address |
| 10. <input type="checkbox"/> Item 3.A. States | |

is changed to read:

THE FOLLOWING ENDORSEMENT(S) HAVE BEEN ADDED/REVISED TO THE POLICY:
 WC 990371 NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES



 Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured WINDSTREAM SERVICES, LLC 4001 N RODNEY PARHAM RD LITTLE ROCK AR 72212	Endorsement Number
Policy Period 07-17-2016 TO 07-17-2017	Policy Number Symbol WLR Number C48609090
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 02-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
CHARTER TOWNSHIP OF PLYMOUTH		9955 N HAGGERTY ROAD, PLYMOUTH, MI 48170

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

G.9



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 28, 2017

ITEM: McLeod USA METRO Act Permit Renewal

PRESENTER: Kevin Bennett, Township Attorney
Patrick J Fellrath, PE, Director of Public Services

BACKGROUND:

McLeodUSA Telecommunications Services, LLC requests a renewal of its existing METRO Act Permit originally issued by the Township on May 1, 2012 and set to expire on May 1, 2017.

ACTION REQUESTED: Per the attached memo from the Township Attorney dated February 24, 2017, the Township Board may renew the existing permit.

RECOMMENDATION:

PROPOSED RESOLUTION: I move to renew the existing METRO Act Permit dated May 1, 2012 issued to McLeodUSA Telecommunications Services, LLC for an additional five (5) years (i.e. until May 1, 2022) contingent upon the insurance meeting the requirements as set forth in Township Ordinance.

ATTACHMENTS: Letter from Township Attorney dated February 24, 2017, Insurance Documents, Right of Way Permit Extension Documents

Moved By _____ Seconded By _____

ROLL CALL:

_____ JD _____ CC _____ MC _____ KH _____ JV _____ GH _____ BD

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES**

RESOLUTION #2017-02-28-09

**AMENDED RESOLUTION TO CORRECT RESOLUTION 2016-11-15-29 TO APPROVE
TRANSFER OF IFTE CERTIFICATE 2012-343 FROM WESTPORT FUEL SYSTEMS, INC.
TO MAHLE POWERTRAIN LLC**

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on February 28, 2017, the following resolution was offered:

WHEREAS, pursuant to P.A. 198 of 1974, MCL 207.551 et seq., after a duly noticed public hearing held on November 15, 2011, the Charter Township of Plymouth Board of Trustees by resolution established Westport Industrial Park Industrial District; and

WHEREAS, the Charter Township of Plymouth approved an application from Westport Fuel Systems, Inc. requesting an Industrial Facilities Exemption Certificate 2012-343 for real and personal property investments located at 14900 Galleon Court; and

WHEREAS, Mahle Powertrain, LLC filed an application for a transfer of Industrial Facilities Exemption Certificate 2012-343 with respect to real and personal property located within the Westport Industrial Park Industrial District; and

WHEREAS, Mahle Powertrain, LLC, the Assessor, and a representative of the affected taxing units were given written notice of the transfer application and were offered an opportunity to be heard on said application; and

WHEREAS, Mahle Powertrain, LLC has substantially met all the requirements under Public Act 198 of 1974 for the transfer of Industrial Facilities Exemption Certificate (number); and

WHEREAS, on November 15, 2016, the Charter Township of Plymouth Board of Trustees passed Resolution No. 2016-11-15-29 to approve the transfer of IFTE Certificate No. 2012-343 from Westport Fuel Systems, Inc. to Mahle Powertrain LLC; and,

WHEREAS, Resolution No. 2016-11-15-29 failed to specify whether the aggregate SEV of real and personal property exempt from ad valorem taxes within the Charter Township of Plymouth, after granting this certificate, will or will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Charter Township of Plymouth, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of the Charter Township of Plymouth that:

1. The Charter Township of Plymouth finds and determines that the granting of the transfer of an Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Charter Township of Plymouth, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Charter Township of Plymouth.

2. The application from Mahle Powertrain, LLC for a transfer of Industrial Facilities Exemption Certificate 2012-343, on the following described parcel of real property situated within the Industrial Development District Westport Industrial Park to wit:

LEGAL DESCRIPTION

20A281B, C1B, D1A2 PT OF NE 1/4 SEC 20 T1S R8E DESC AS BEGS OOD 03M 38S E 659.31 FT AND N 89D SOM 188 W 707.57 FT FROMNE COR SEC 20 TH 8 DOD 09M 428 W 383.67 FT TH 8 89D SOM 188 E 44.82 FT TH 8 OOD 58M 50S W 210.86 FT TH N 89D SOM 188 W 271.93 FT TH ALONG A CURVE TO THE LT RAD 75 FT CHORD N 63D 03M 32S W 92.76 FT TH N 02D 07M 168 W 553.15 FT TH S 89D SOM 188 E 334.97 FT TO POB 4.56 AC K4.56

Commonly known as 14900 Galleon Court, R-78-005-99-0009-704

be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall remain in force for the remaining years approved under Industrial Facilities Exemption certificate 2012-343 with an end date of December 30, 2023.

4. The Charter Township of Plymouth Board hereby resolves to authorize the Supervisor and the Clerk to sign the Abatement Contract between Mahle Powertrain, LLC and the Charter Township of Plymouth, and for the Clerk to complete and sign the Michigan Department of Treasury Form 1012 received from Mahle Powertrain, LLC on October 17, 2016.

Present: [Curmi, Clinton, Dempsey, Doroshewitz, Heise, Heitman, Vorva]

Moved by:

Supported by:

Roll Call Vote

Ayes: