

BOARD OF TRUSTEES
Gary Wall, Supervisor
Sue Camilleri, Clerk
Margaret Birch, Treasurer
Anthony M. Bartolotta, Trustee
Julie Brown, Trustee
Karen Joliat, Trustee
Donna F. Kelley, Trustee



5200 Civic Center Drive
Waterford, Michigan 48329-3773
Telephone: (248) 674-6266 Fax: (248) 674-5455
www.waterfordmi.gov

Sue Camilleri
Clerk
scamilleri@waterfordmi.gov

Kari Vlaeminck
Deputy Clerk
kvlaeminck@waterfordmi.gov

SYNOPSIS

**PROCEEDINGS OF THE
CHARTER TOWNSHIP OF WATERFORD BOARD
REGULAR MEETING
MONDAY, JULY 11, 2016**

Approved	Approve Amended Agenda – July 11, 2016
Approved	Approve Minutes – June 27, 2016
Approved	Approve Bill Payment – July 11, 2016
Received	Library Report - May 2016
Held Public Hearing	Public Hearing on Strategic Plan
Approved	Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC)
Approved	Request to Purchase Tasers and Accessories
Approved	Sanitary Sewer Service Agreement
Approved	Boeing Centennial Proclamation - Avail

Sue Camilleri, Township Clerk

Gary Wall, Township Supervisor

BOARD MEMBERS PRESENT:

Gary Wall, Supervisor
Sue Camilleri, Clerk
Margaret Birch, Treasurer
Anthony Bartolotta, Trustee
Julie Brown, Trustee
Karen Joliat, Trustee
Donna Kelley, Trustee

OTHERS PRESENT

Donna Wall
Gayle Filbinerc
Marty Kuhn
Jim Lamerato
Crystal McCready

Steve McCready
Robert Florka
Matt Covey
Joan Rogers
Michael Healy

T. Parker
Bill Fritz
Jim Zampol

Supervisor Gary Wall called the meeting to order at 6:00 p.m., asked for a moment of silence for the brave men and women who have served our Country and then led the Pledge of Allegiance.

Roll call was taken and all Board Members were present.

Moved by Birch;

Seconded by Camilleri; RESOVLED, to amend the July 11, 2016, agenda by removing item 7.VI under New Business, Walk Permit,

Motion carried unanimously.

Moved by Joliat;

Seconded by Kelley; RESOLVED, to approve the agenda for the July 11, 2016, agenda as amended.

Motion carried unanimously.

Moved by Kelley;

Seconded by Joliat; RESOLVED, to approve the June 27, 2016, Township Board Meeting minutes, as presented.

Motion carried unanimously.

Moved by Bartolotta;

Seconded by Brown; RESOLVED, to approve the payment of the bills for July 11, 2016, as presented. A list of the bills is attached to these minutes. A roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Brown, Joliat and Kelley

Nays: None

Absent: None

Motion carried unanimously.

ANNOUNCEMENTS

- 4.1 The Waterford Optimist Club along with the Waterford Youth Assistance is hosting an Ice Cream Social on Sunday, July 24, 2016, at Hess Hathaway Park, from noon to 3:00 p.m. We will have games for children and of course ice cream. This is a free event, Julie Brown, President, of both organizations wants to bring awareness and seek out volunteers and members. For more information contact Trustee Julie Brown at jabrown456@gmail.com or 248-396-0864.
- 4.2. Election Inspectors are needed for the November 8, 2016, General Election. Computer experience helpful but not required. Please visit the Clerk's webpage for more information or call 248-674-6266.
- 4.3. The Waterford Legends Softball game had a great turn out. Thank you to everyone that came out to support this great game.
- 4.4. The following thank you letters were read:

Clerk Camilleri read the thank you letter received from Robin.
To my admired Waterford Police Officers,

As a citizen of Waterford who feels safe knowing you are here if I need you and watching over our community, I want to say "Thank You" for all you do for all of us.

The sacrifices you give up to help a stranger (as well as what your family and friends who sacrifice for the job you do). I just want to thank you. I am so sorry for how our society is treating police. It's not fair how our society put the negative stories (or not all the information) and gives police a bad name. It's not right. I hate seeing how people treat police and judge things and treat you on things they see in the news. It's NOT right!

Please know that's not how everyone things or believes. The voices of a few are being made to think it's ok to treat our police this way and stupid people listen. But know there are more and others that do not agree with them. There are millions of people who support you and have your (back) if you ever needed it. I am one of those people.

I thank you from the bottom of my heart. A lot of times you see a person on their bad day and they may not thank you – but they keep you in their heart and have a great memory of you and how you helped. A lot of what you do may get overlooked and you don't get the praise you deserve. But we appreciate you and what you do for each one of us.

Moving to Waterford last September I haven't worried about things I did before because I know you are here if I need you. Please know that I pray for your safety daily. Thank you so much for all you do.

Don't let some people ruin all you do and remember there is more of us that support you and your work. We have your back like you have ours. You truly are my heroes.

Trustee Kelley read the thank you letter from Mr. Moore.
Dear Mr. Oliver,

I am writing you to say thank you. I am tremendously grateful for your service in the U.S. Military and our own, local Waterford Police Department. I can't begin to explain how much your actions saved my life. I grew up in a very conservative and have morals that I stay true to. Ever since I was eight years old, I would dream about nothing but being a United States Marine. Nothing means more to me than serving my Country and making my family proud. I will strive to be the best damn Marine I can possibly be and because of what you did, I am more motivated than ever. Thank you.

OORAH, Moore

Supervisor Wall read the following letter from Rebecca Morley, President, Open Door Outreach Center.

I am writing to express my heartfelt thanks to you and the Township of Waterford for your exemplary response to the needs of a citizen. I am involved with Open Door Outreach Center, and spoke with our Director, Karen Myers, regarding a desperate need of an 83 year old friend whose air conditioning unit broke 3 weeks ago.

My friend happens to have a number of physical challenges, including stage 4 breast cancer and ovarian cancer, and is simply not able to afford the replacement of her condominium air conditioner unit. I was desperate to find a solution for her, and reaching out for assistance.

Karen Myers explained the possible benefits of the Waterford Community Block Grant Fund program, and suggested that I contact Rob Merinsky. He was wonderfully helpful in his return call, and immediately put me in contact with Stacy. I then made an appointment for my friend to meet with Stacy, and we together filled out the required paperwork at the Waterford

Township Office. Within literally 5 minutes of leaving the office, Stacy was calling me to inform me that the Township was "fast tracking" this request, and that a well revered Heating and Cooling contractor would be in touch as quickly as possible to help with this solution.

We have had a very hot holiday weekend, which I am sure has taxed the responding Heating and Cooling contractor tremendously. However, I am so pleased to hear that my friend Mandy Brown tonight will be able to sleep in her bedroom, rather than the basement of her condominium. Her new air conditioner unit was installed today, and she is absolutely amazed at the generosity of this program, and the wonderful assistance of your staff.

I wish to commend you for the people that you employ, the responsive nature of their calls, and especially for their caring hearts. These are the elements of a successful governing body, and you are obviously in charge of a very responsive entity.

I thank you personally for your involvement, and the wonderful satisfaction of the employees that make it work.

REPORTS

1. Library – May 2016

Moved by Camilleri;

Seconded by Birch; RESOLVED, to receive the May 2016, Library report.

Motion carried unanimously.

INTRODUCTION

1. Public Hearing on Strategic Plan

Supervisor Wall opened the Strategic Plan Public Hearing at 6:12 p.m. Clerk Camilleri, Trustee Joliat and Supervisor Wall discussed the Strategic Plan. No members from the audience spoke. Supervisor Wall closed the public hearing at 6:16 p.m.

Strategic Plan
Waterford Township
Focus for 2017 Budget

I. Blight

1. Inform residents of code enforcement activities
 - a. see #8
2. Inform residents how to make a complaint
 - a. anonymous web form
 - b. NPC volunteers
 - c. see #8
3. Help seniors keep property maintained
 - a. community service hours for students?
 - b. community event
 - c. see #6
4. Grant writer
 - a. This may actually happen, thanks to Chris, one of our attendees. More on this at our next meeting
5. Fall clean up-parks?
 - a. community service hours for students
 - b. community event

- c. See #6

Strategic Plan Continued.

- 6. Give students needing community service specific projects to work on
 - a. see # 3 & 5
- 7. Encourage neighborhood beautification
- 8. Initiate resident/government interaction

These suggestions all seem to tie together. Perhaps a sub-committee of the Township Board members could work on a way to create opportunities to interact with residents in some kind of regularly scheduled forum.

2. The Mall

- 1. Letters to owner
 - a. SD Capital
Attn: Sean Rahbar
1158 26th St #210
Santa Monica, CA 90403
- 2. Encourage everyone to attend dangerous building hearing
 - a. Town Hall Auditorium
5200 Civic Center Dr
June 14, 2016
9:00 am
- 3. Post video on You Tube
- 4. Code Enforcement Campaign to keep pressure on owners
- 5. Media Campaign to keep pressure on owners

It's pretty clear that the residents and Township Board members want something done. We need to keep residents engaged and pressure on the owners.

3. Economic Development

- 1. Grant writer
 - a. More on this later.
- 2. N.O.C.B.O.R.
 - a. initiate contact with them to reinstate monthly meeting to collaborate
- 3. Market to universities to attract younger people/businesses
 - a. draw attention to amenities, natural features and available business locations
 - i. see #4
- 4. Interns
 - a. Marketing students would be a good fit.
 - b. Designate someone to contact the Universities to see if interns are available for this type of project, see # 3 & 5
- 5. Market airport
 - a. see #4
- 6. Promote parks and lakes
 - a. see #3

Again, here, we have a lot of overlap and looping back. Interns and realtors are a couple of focus points.

4. Infrastructure

- 1. Tri-party project scheduled for Walton Blvd
- 2. \$\$ budgeted for sidewalk repair
 - a. not a lot, but it's a start

3. Mass transit would eliminate some stress on roadways
Strategic Plan Continued.

- a. population aging
- b. consider a ballot initiative to join SMART
4. Subdivision roads the responsibility of residents
 - a. Inform residents about SAD process
 - b. Inform residents how to call in complaints
5. Marketing Waterford
 1. Clearly define who you want to reach
 2. Clearly define your goal
 - a. Residents or businesses
 3. Inventory existing businesses
 - a. What is missing?
 - b. Where would the missing businesses fit?
 - c. Another job for an intern
 4. Put together a package of assistance/incentives for new businesses coming in
 5. Clean up area to make areas more attractive
 6. Create a marketing committee
 7. Cable coordinator will make new video based on Pure Michigan Lake Effects
6. Use of Existing Buildings
 1. Bring together owners of vacant store fronts to brainstorm
 - government • property owners • realtors
 2. Inventory vacant commercial buildings
 - a. possible job for an intern
 3. Market vicinity of airport

This document will be brought to the Township Board Work Session on June 27 at 4:30 in the 2nd floor conference room of Town Hall.

After the Board has reviewed and possibly revised the document it will go to the July 11, 2016 Board Meeting in the auditorium of Town Hall for Public Hearing and comment. Following that the board will adopt the Strategic Plan and it will be shared with our Budget staff during the budget review process.

Moved by Camilleri,

Seconded by Joliat; RESOLVED, to approve the Strategic Plan as presented; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Brown, Joliat and Kelley

Nays: None

Absent: None

Motion carried unanimously.

NEW BUSINESS

1. Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC)

Deputy Chief Covey and Bob Florka addressed the Board of Trustees.

The following memo was received from Township Attorney, Gary Dovre.

From discussions with Matt Covey and representatives of ERC, it is my understanding that ERC's LED Lighting Conversion Program, how it works, and the benefits it would provide to the Township was presented to you at a prior work session. The attached Lighting Conversion Agreement is presented for your consideration and possible approval to implement that program and reflects revisions to ERC's standard form agreement that I requested and ERC agreed to. Those revisions were primarily focused on improved procedural protections.

There was no attempt to simplify the agreement with respect to its heavy reliance on numerous defined technical terms and phrases and I am not going to attempt that in this letter. I would note that at a meeting with ERC's representatives, they were able to explain to my satisfaction how the agreement would work and I understand that three (3) ERC representatives will be in attendance at your July 11th meeting when I requested this be on the Agenda.

Other than the Licensee Data to be administratively inserted on page 13, the only other incomplete aspect of the Agreement is identification of the "Premises" (Township buildings) for which ERC is to conduct a lighting assessment and provide a Conversion Plan. That may be done by the Township Board in any motion that approves the Agreement, or that determination may be delegated to one or more Township officials/staff. According to ERC, the Township may add buildings to any that may be initially designated.

If you are satisfied with the Agreement as presented, the recommended action would be a:

Motion to approve the Lighting Conversion Agreement with Energy Reduction Coalition, as presented by the Township Attorney, and authorize the Township Supervisor to sign it on behalf of the Township, with the Township's contact person to be _____, and the Township buildings for which the first conversion plan is to be provided: (choose a or b)

(a) To be initially limited to the following Township Buildings:

- 1.
- 2.
- 3.
- 4.

or

(b) To be determined by the Township _____
_____(identify personnel and process to make decision.)

Please feel free to contact me if you have questions or concerns.

Lighting Conversion Agreement

This *Agreement* is made between Charter Township of Waterford (***Licensee***) and Energy Reduction Coalition (or Energy Reduction Coalition TE, if the Licensee is an IRC tax exempt organization) (***ERC*** or the ***Licensor***).

Agreement refers to this document and any other documents incorporated by reference.

Introduction

ERC is a non-profit organization whose mission is to accelerate the adoption of energy saving technologies where cost and complexity are standing in the way. The ***ERC Lighting Conversion***

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

Program provides the design, management, product, and installation to convert obsolete lighting to LED lighting.

Agreement

By their signatures below and for good and valuable consideration, the parties agree as follows:

1. Terms which are capitalized and italicized have defined meanings which apply wherever such terms appear in this *Agreement* or any documents referenced by this *Agreement*. These terms appear in bold type when first defined.

The Scope of Work

2. This *Agreement* governs ***Conversion Measures***, which are the removal of some or all of the *Licensee's* existing lighting products and the installation of *ERC Products* to replace them as needed. ***ERC Products*** are LED lamps and related products purchased and owned by *ERC* throughout the term of this *Agreement*, and which meet photometric and thermal quality/management standards of the Illuminating Engineering Society, Design Lights Consortium, Energy Star, and/or similar authorities. Conversion begins with a lighting assessment conducted by *ERC* to identify *Conversion Measures* with potential for reducing costs, followed by a plan of conversion, and installation based on the *Approved Plan*.

Lighting Assessment

3. *ERC* will conduct a lighting assessment of *Licensee's Premises* (the ***Premises*** are to be identified in one or more Scope of Work Attachments referred to on page 13 of this *Agreement*).
 - a. To the extent *ERC* determines necessary, employees of *ERC* and/or independent contractors hired by *ERC* will inventory the interior and exterior, task and area luminaires at the *Premises*, identifying locations of luminaires, and for each luminaire, entering the hours of use (as stated by *Licensee*), luminaire type, type of lamps, watts per lamp, number of lamps per luminaire, height above the floor, ceiling height, obstructions to access, tube length (where relevant), whether the luminaire is controlled by a dimmer switch or a sensor (along with the type of sensor), *Licensee's* maintenance costs, and on what schedule or basis *Licensee* replaces burned out lamps.
 - b. *Licensee* agrees to cooperate with *ERC* in completing the assessment by:
 - i. making the *Premises* available during normal business hours and
 - ii. providing an escort with knowledge of operating hours, maintenance costs, and the schedule or basis for replacing burned out lamps.
4. *Licensee* shall supply with this *Agreement* all information *Licensee* wishes *ERC* to use in the lighting conversion, if any, regarding the existing lighting system and any preferred new lighting products or preferred service providers. *Licensee* agrees to provide *ERC* all available information *Licensee* has regarding the most recent 24 months electricity usage and power cost that might relate to its lighting system, including utility power bills or similar cost information, and any restrictions as to:
 - a. contractors and service providers permitted to work on the project (*Licensors* shall provide *Licensee* with a list of potential contractors *ERC* has determined to be properly licensed and suitably experienced),
 - b. *ERC Products* permitted to be installed as part of the project,
 - c. the time of day or day of week during which project work is prohibited or restricted, and
 - d. areas of the *Premises* with restricted access due to safety, confidentiality, or similar concerns.

Standard Plan of Conversion to LED

5. The information gathered during the assessment will be used by *ERC* to create *Standard Plan* of conversion to LED lighting. The goal of the *Standard Plan*, and

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

guarantee by ERC to Licensee, is to provide the Licensee with a minimum *Lighting Cost Reduction Rate* of 20%, and may not include converting every lamp on the *Premises* in order to achieve that goal. Licensee will have the opportunity to request modifications to the *Standard Plan*.

6. The **Standard Plan** is a schedule describing *Conversion Measures* the *Licenser* is willing to pay for that, when implemented and used by Licensee, would reduce on an ongoing basis the *Licensee's* total cost of lighting from its calculated *Non-converted Lighting Cost* to a calculated *Post-conversion Lighting Cost*, generating a calculated net *Lighting Cost Reduction* for the *Licensee*, with a *Lighting Cost Reduction Rate* starting at no less than 20% in the first month and rising at a constant rate to no less than 60% for the final year of the *Useful Life* of the *ERC Products* to be installed as part of those *Conversion Measures*. The *Standard Plan* will also include a calculated *Buyout Price*, benefits of conversion, and contractor list. Under the *Standard Plan*, Licensee cannot end up paying more than it would have paid without converting. The *Lighting Cost Reduction Rates* are fixed in the Plan and now lowered by a change in usage or by any other changes. For example, if hours of use decline by 9%, the *Non-converted Total Cost of Lighting* will decline by 9%, and the *Post-conversion Total Cost of Lighting* will decline by 9% as well, leaving a constant *Lighting Cost Reduction Rate*.

Sample Products

7. At any time during this process, ERC in its discretion and with Licensee's permission, may install **Sample Products** which are *ERC Products* installed to allow the parties to see in advance the benefits of specific proposed *Conversion Measures* in the *Standard Plan*.

Modified Plan

8. Within four weeks of receiving the *Standard Plan*, Licensee may request modifications to the *Standard Plan*, such as requesting additional *Conversion Measures*, different contractors, or different *ERC Products*. Within four weeks of receiving requests for modifications, Licenser will produce a **Modified Plan** which contains the same information as the *Standard Plan* but with the modifications requested and which may have unrestricted minimum *Lighting Cost Reduction Rates*.
9. If Licensee requests *Sample Products* related to *Conversion Measures* not included in the *Standard Plan* (that is, *Sample Products* of *Conversion Measures* added by a *Modified Plan*), ERC shall inform Licensee of the cost of such *Sample Products* and if Licensee approves installation of such *Sample Products*, Licensee agrees to pay for them and the cost of their installation, to be reimbursed by ERC only if the *Modified Plan* becomes the *Approved Plan*.

Approved Plan

10. The **Approved Plan** is automatically the *Standard Plan*, unless the Licensee notifies ERC in writing within thirty days of delivery of the *Modified Plan* to utilize the *Modified Plan*, in which case the *Modified Plan* shall be the *Approved Plan*. ERC shall implement the *Approved Plan*.

Implementation

11. ERC and Licensee shall determine the priority of *Conversion Measures* to be implemented as part of the *Approved Plan*, taking into account the availability of products, installation capacity, the economic effect of the *Conversion Measures*, and the preferences of the Licensee. ERC shall exert its best efforts to begin implementation within one month of the delivery to Licensee of the *Standard Plan* or approval of the *Modified Plan* (if applicable), whichever is later.
12. ERC shall dispose of Licensee's existing lighting products that are removed during implementation of *Conversion Measures*, unless Licensee notifies ERC in writing to leave them on the *Premises*.

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

13. *Licensee* shall cooperate with *ERC* in any manner necessary to allow *ERC* to fulfill its obligations under this *Agreement*, including providing within a week of request physical access to its facilities, personnel, and information, as well as signing documents as needed to apply for rebates and other incentives, permits, and other documents as necessary to fulfill this *Agreement*.
14. During implementation, *ERC* may modify the *Approved Plan* based on new or changing information learned during the conversion process and shall inform *Licensee* of any such changes. If such changes reduce the initial *Lighting Cost Reduction Rate* by more than 3 percentage points, *Licensee* shall have the opportunity to approve a *Modified Plan*.
15. *Licensee* shall notify *ERC* and provide updated data any time it knows of any change to the data provided for any plan created pursuant to this *Agreement*.

Interim Plans

16. In its discretion, *ERC* may issue one or more ***Interim Plans*** which are schedules delivered during the installation process, specifying the already-completed and yet-to-be-completed *Conversion Measures*, with anticipated *Buyout Price*, *Non-converted Lighting Cost*, *Post-conversion Lighting Cost*, *Lighting Cost Reduction*, *Lighting Cost Reduction Rates*, and *Excess Benefits*.

Final Plan

17. When the implementation of the *Approved Plan* is complete, *ERC* shall provide to the *Licensee* (for its review and approval, which approval shall not be unreasonably withheld) a detailed ***Final Plan*** which is a schedule delivered after completion of all *Conversion Measures* for which the *Licensor* is willing to pay, specifying the *Conversion Measures*, with calculated *Buyout Price*, *Non-converted Lighting Cost*, *Post-conversion Lighting Cost*, *Lighting Cost Reduction*, *Lighting Cost Reduction Rates*, and *Excess Benefits*.

Replacement Lamps and On Site Inventory of ERC Product

18. After approval of the *Final Plan*, *ERC* shall provide to the *Licensee*, at no additional cost, a select inventory of additional *ERC Product* to replace installed *ERC Product* that fails while this *Agreement* is in force. *ERC* shall replenish the on-site inventory if and when it is properly used pursuant to this *Agreement*.
19. Upon written notice from *Licensee* that the inventory of a needed *ERC Product* is fully depleted, *ERC* shall supply additional inventory within ten days of receipt of the notice.
20. Until the *Termination Date*, *ERC* shall resupply at no additional cost to the *Licensee* all replacement *ERC Product* needed to maintain the *Conversion Measures* identified in the *Final Plan*, provided such fail in the normal course of operation, and reimburse to the *Licensee* through the calculation of *Excess Benefits* the *Post-conversion Maintenance Cost* and the *Post-conversion Disposal Cost* needed to maintain those *Conversion Measures*.
21. *Licensee* agrees to provide suitable safe and secure storage for the on-site inventory, which remains the property of the *Licensor*, and notify *ERC* when product is taken out of inventory.

License

22. As long as *Licensee* is not in breach of this *Agreement* and until the *Termination Date*, *ERC* grants to *Licensee* a license to use the *ERC Products* and any replacements for the original *ERC Products*.
23. Except when exercising its option to purchase *ERC Products*, the *Licensee* shall acquire no ownership, title or other property rights in the *ERC Products* by reason of this *Agreement*.

Payment of Excess Benefit

24. In exchange for *ERC's* implementation of the *Approved Plan*, *Licensee* agrees to pay to *ERC* the *Excess Benefit* for each *Billing Period* until the *Termination Date*. The *Excess Benefit* due shall be detailed on the approved *Final Plan* or, prior to the availability of the *Final Plan*, on the already-installed portion of any *Interim Plan*.

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

25. At least two (2) months before the end of each calendar year following delivery of the *Final Plan*, ERC shall re-calculate the *Excess Benefit* for each subsequent calendar year based on the current *Final Plan* and taking into account any *Prior Period Adjustments* and changes in *Non-converted Lighting Costs* and *Post-conversion Lighting Costs*, making appropriate changes to invoices as necessary.
26. Payment is due by the 28th day of each month by Automated Clearing House (ACH) transfer. *Licensee* may pay the *Excess Benefit* for a month by the 21st day of that month with a check drawn on a U.S. bank.
27. The **Billing Period** is the calendar month, adjusted as follows for the first and final month of the *Final Plan*: the first *Billing Period* begins on the day following the first day any ERC *Product* is installed and the final *Billing Period* ends on the *Termination Date*.
28. The *Excess Benefit* due shall be adjusted annually to reflect *Prior Period Adjustments*.
29. If an *Excess Benefit* is not paid in full by its due date, *Licensee* shall pay an additional 3% of the *Excess Benefit* past due for each month or part of a month the payment is past due.

Calculation of Excess Benefit

30. **Excess Benefit** is stated on *Interim Plans*, *Final Plans* and annual adjustment notices and equals the greater of zero dollars or the *Licensee's*:
 - Non-converted Lighting Cost*

minus the *Lighting Cost Reduction* guaranteed to the *Licensee*, and
minus all *Post-conversion Lighting Costs*, and
plus or minus any *Prior Period Adjustments*

31. **Non-converted Lighting Cost** equals the calculated total lighting cost of the *Licensee* in the relevant period had the *Licensee* not participated in this *Agreement*, based on the luminaires it had prior to conversion under this *Agreement*, the actual lighting hours of use and power cost rates known at the end of the relevant period, every luminaire being fully operational at all times, and a commercially reasonable maintenance protocol. **Non-converted Lighting Cost** equals the sum of:
 - a. **Non-converted Energy Cost** – If the existing lighting system has segregated electricity billing, ERC will use that cost as the basis of the *Non-converted Energy Cost*. If not, ERC will calculate the *Non-converted Energy Cost* based on all applicable data such as the number and type of lighting fixtures, their wattage, their hours of operation, and the billing rate for electricity as quoted by the power supplier.
 - b. **Non-converted Replacement Cost** – If the *Licensee* supplies complete and accurate information, ERC will use the *Licensee's* current data regarding the replacement product cost of lamps and ballasts. If not, ERC will calculate the *Non-converted Replacement Cost* based on all applicable data such as the number and type of lighting fixtures, their *Useful Life*, hours of operation, and the full cost of individual replacement products (as provided by *Licensee* or national sources).
 - c. **Non-converted Disposal Cost** – If the *Licensee* supplies complete and accurate information, ERC will use *Licensee's* data regarding the cost to dispose of products. If not, ERC will calculate the *Non-converted Disposal Cost* based on all applicable data such as the number and type of lighting products, their *Useful Life*, their hours of operation, and the average all-in cost per product to legally dispose of that product (as provided by *Licensee* or local trash haulers).
 - d. **Non-converted Maintenance Cost** – If the *Licensee* supplies complete and accurate information regarding their lighting system maintenance cost, ERC will use that data for *Non-converted Maintenance Cost*. If not, ERC will calculate the *Non-converted Maintenance Cost* based on all applicable data such as the number and type of lighting fixtures, their *Useful Life*, their hours of operation, the typical amount of time and equipment it takes to maintain that type of fixture and

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

the average all-in cost of maintenance labor and equipment per unit time (as provided by the *Licensee* or national authorities).

32. **Lighting Cost Reduction**– the *Non-converted Lighting Cost* multiplied by the *Lighting Cost Reduction Rate*.
33. **Lighting Cost Reduction Rate** – the percentage of the *Non-converted Lighting Cost* eliminated during a given month as a result of implementation of the *Final Plan*. The schedule of numerical values of *Lighting Cost Reduction Rates* is listed in the *Final Plan* and *Interim Plans* under the heading “Lighting Cost Reduction Rate” for each *Billing Period*.
34. **Post-conversion Lighting Costs** – The sum of *Post-conversion Energy Cost*, *Post-conversion Disposal Cost*, *Post-conversion Maintenance Cost* and *Post-conversion Shipping Cost*, calculated at the end of each fiscal year with payment modifications due to any change in use or costs.
 - a. **Post-conversion Energy Cost** – If the converted lighting system has segregated electricity billing, *ERC* will use that cost as the basis of the *Post-converted Energy Cost*. If not, *ERC* will calculate the *Post-converted Energy Cost* based on all applicable data such as the number and type of lighting fixtures, their wattage, their hours of operation, and the billing rate for electricity as quoted by the power supplier.
 - b. **Post-conversion Disposal Cost** – the disposal costs incurred by the *Licensee* for disposing of the *ERC Products*.
 - c. **Post-conversion Maintenance Cost**– If *ERC* pays directly for the labor and equipment costs of the converted lighting system, the *Post-conversion Maintenance Cost* shall be zero. If the *Licensee* pays a contractor approved by *ERC* for maintenance of *ERC Products*, the *Post-conversion Maintenance Cost* shall be the amount so paid. If the *Licensee* provides its own maintenance service, *ERC* will calculate the *Post-conversion Maintenance Cost* as agreed by the *Licensee*.
 - d. **Post-conversion Shipping Cost** – the total costs incurred by the *Licensee* for shipping the *ERC Products* if requested by *ERC* for covered replacement.
35. **Prior Period Adjustments**– Adjustments made in the calculation of the next year's *Excess Benefits* to offset any overpayment or under payment of *Excess Benefits* from prior periods due to (1) differences between projections of *Lighting Cost Reduction Rates* based on estimates of parameters used to calculate *Excess Benefits* and realized values of those parameters and *Lighting Cost Reduction Rates* and (2) credits due *Licensee*. If the *Excess Benefits* were too high (or low) for the prior year, then the cumulative amount too high (or low) plus any credits due *Licensee* will be divided by 12 and used to reduce (or increase) the next year's monthly *Excess Benefits*.

Credits against Future Excess Benefit Payments

36. **Inventory Credit**– If *ERC* fails to re-supply inventory as required by this Agreement, *ERC* shall provide a credit against future *Excess Benefits* of 1% of the prevailing *Buyout Price* of *ERC Product* for each business day that the product is needed for installation but not resupplied after the initial ten-day period following the *Licensee's* written request for resupply of inventory, provided the failed product needing replacement was part of the *Final Plan*.
37. **Shipping Credit** – *ERC* shall provide a credit against future *Excess Benefits* in an amount equal to the maintenance cost agreed in the *Final Plan* and the shipping cost incurred by the *Licensee* associated with the replacement and shipping of any *ERC Product* that fails in the ordinary course of operation during the term of this Agreement.
38. **Maintenance Credit**– If the *Licensee* incurs maintenance costs to replace a *ERC Product* which failed in normal use, *ERC* shall provide a credit to the *Licensee* against

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

39. *Excess Benefits* in the amount calculated in the *Final Plan* for maintenance of that particular *ERC Product*.
40. All credits against *Excess Benefits* provided for in this *Agreement* shall be applied as part of *Prior Period Adjustments* over the next calendar year.

New Construction

40. This *Agreement* may be used for new construction projects, in which case the *Licensee's* planned lighting system will be deemed to be the non-converted system, and the *Licensee* shall pay upfront to *ERC* the *Planned Cost %* of its *Planned Costs*. The minimum *Lighting Cost Reduction Rates* for a new construction project *Standard Plan* are 10% rising to 30%, each multiplied by the *Planned Cost %*.
41. **Planned Costs** is the budgeted total cost of portions of a planned new construction lighting system that are replaced with *ERC Products* in a *Final Plan*.
42. **Planned Cost %** is the percentage of *Planned Costs*, as determined by *ERC*, the *Licensee* is charged by, and pays upfront to, *ERC* as part of a new construction conversion project.

Review Period

43. If the *Approved Plan* is the *Standard Plan*, the **Review Period** begins with the delivery of the *Final Plan* and ends 363 days later. If the *Approved Plan* is a *Modified Plan*, the *Review Period* shall be extended until such time as the net difference in *Excess Benefits* between the *Modified Plan* and the *Standard Plan* allow the *Licensor* to recoup the difference between the original *Buyout Price* of the *Modified Plan* and the original *Buyout Price* of the *Standard Plan*, plus 1% per month compounded on the balance not yet recouped.

Termination by Licensee

44. At the end of the *Review Period*, the *Licensee* may terminate this *Agreement* by doing all of the following:
 - a. giving written notice of intent to terminate with an effective date at least one year later than the date the notice is received by *ERC*,
 - b. paying to *ERC* all *Excess Benefits* when due up to and including the stated effective date of termination, and
 - c. uninstalling all *ERC Products* on the effective date of termination and delivering them to *ERC* in no less than *Useful Form* within one week of the effective date of termination.
 - d. as to any *ERC Product* for which the number of hours of use billed since installation equals or exceeds the *Useful Life*, *Licensee* may elect to take ownership of the *ERC Product* at no cost to *Licensee* by providing *ERC* with a signed, written notice of *Licensee's* intent to do so.
45. At any time after delivery of the *Final Plan*, *Licensee* may terminate this *Agreement* by purchasing the *ERC Products* by doing all of the following:
 - a. paying to *ERC* all *Excess Benefits* when due up to and including the date *Licensee* delivers payment of the *Buyout Price* to *ERC* and
 - b. paying to *ERC* the *Buyout Price* by delivery of a bank cashier's check in the full amount of the *Buyout Price*.
46. The **Buyout Price** is the installed cost of the *ERC Products* (as identified in the most recent *Final Plan*), multiplied by a percentage no less than 0% and no greater than 100%; this percentage is the number of hours of use already billed and paid for by the *Licensee* since the installation date of the *ERC Products* divided by the *Useful Life* of the *ERC Products*.
47. The **Useful Life** of the *ERC Products* is the number of hours of operation during which a product can be reasonably expected to perform properly, considering the hours of use, its design, and all available information regarding that product and its intended use in the

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

48. context of *Licensee's* lighting system. *ERC* will determine the *Useful Life* considering information from the product producer, the *Licensee*, national authorities, and results of testing, if any.
49. **Useful Form** means appropriately packaged and in good operating condition excepting normal wear and tear for the number of hours incorporated in the *Excess Benefits* paid, for all *Billing Periods* through the effective date of termination. The determination of the condition of *ERC Products* shall be reasonably made by *ERC* and subject to *Licensee's* review.
50. This *Agreement* may not be terminated by action of the *Licensee* unless and until the *Licensee* is in full compliance with this *Agreement* and has timely fulfilled all requirements to effect the termination.

Termination by Licensor

50. With respect only to *Conversion Measures* which were not in the *Standard Plan* and which were included in an approved *Modified Plan*, at any time after four years following the *Effective Date*, *ERC* may terminate this *Agreement* as to such *Conversion Measures* by delivering to the *Licensee* a written notice of intent to terminate effective in one year. On the effective date of termination, *Licensee* shall pay to *ERC* the *Buyout Price* for such *Conversion Measures* by delivery of a bank cashier's check in the full amount of the *Buyout Price* and receive a transfer of title to the *ERC Products* from *ERC*, unless *Licensee* notifies *ERC* that it does not want and thereafter returns the *ERC Products* to *ERC* as provided in Section 54.
51. *ERC* may terminate this *Agreement* with respect to all or any portion of the *ERC Products* by giving thirty days advance notice if the *Licensee* is delinquent for two months or more on any payments due *ERC* under this *Agreement*.
52. *ERC* may terminate this *Agreement* as to any *ERC Product* which *Licensee* indicates is no longer used at least 80% of the time per month as originally indicated in the *Approved Plan* upon written notice effective after a time period equal to one year multiplied by the ratio of the current paid time of use of that *ERC Product* to the time of use of that *ERC Product* indicated in the *Approved Plan*. Upon the effective date of such a termination or sooner at *Licensee's* option, *Licensee* agrees to return the *ERC Product* in *Useful Form* to *ERC* or pay to *ERC* the *Buyout Price* of such *ERC Product*.
53. At the election of *ERC*, this *Agreement* shall terminate immediately, with survival of the *Licensee's* obligation to return the *ERC Products* or to purchase them, if the *Licensee* becomes insolvent or any bankruptcy, receivership or insolvency proceeding is instituted by or against the *Licensee*.
54. *Licensee* shall pay the cost of removal and delivery of the *ERC Products* to the order of *ERC* for any termination return of product.
55. *ERC* may terminate this *Agreement* at any time and immediately transfer to the *Licensee* title to the *ERC Products* without any consideration required and without notice.
56. Termination by *ERC* of this *Agreement* does not relieve *Licensee* of any of its obligations under this *Agreement* unless and until *Licensee* has paid to *ERC* all *Excess Benefits* when due and, when required by the specific mode of termination, returned the *ERC Products* to *ERC* in *Useful Form*.

Termination at End of Plan

57. If neither party terminates this *Agreement* according to its terms, this *Agreement* shall terminate on the date specified in the *Approved Plan*, at which time ownership of the *ERC Products* shall automatically pass to *Licensee*, if *Licensee* has paid to *ERC* all *Excess Benefits* when due up to and including the date of termination specified in the *Approved Plan*.
58. **Termination Date** means the date on which this *Agreement* is terminated in compliance with its terms.

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.**Security Interest, Liens and Property Rights**

59. *Licensee* authorizes *ERC* to cause to be filed or recorded any statement or instrument in respect of this *Agreement* showing the interest of *ERC* in the *ERC Products*, including Uniform Commercial Code Financing Statements, and to execute and deliver, within two business days of receipt from *ERC*, any statement or instrument requested by *ERC* for such purpose.
60. *Licensee* agrees to protect and defend, at its own expense, *ERC's* title against all persons or entities claiming against or through *Licensee*, at all times keeping the *ERC Products* free from any legal process or encumbrance whatsoever, including but not limited to, liens, attachments, levies and executions, and shall give *ERC* immediate written notice thereof and shall indemnify *ERC* from any loss caused thereby.
 - a. *ERC* shall have the option, but not the obligation, to cause any such legal process or encumbrance to be released and discharged, and in the event such actions are taken by *ERC*, the *Licensee* shall reimburse *ERC* for any amounts expended, including reasonable attorneys' fees, within seven days after receipt of an invoice thereof.
61. *Licensee* shall not, nor allow others to, damage or remove or uninstall the *ERC Products*, including bulbs and lamps and fixtures, from the time *ERC Products* are installed until the *Termination Date*, except as needed to replace the *ERC Products* with other *ERC Products* as provided under this *Agreement*, or on the effective date of termination of this *Agreement* to return them to *ERC*.
62. *ERC Products* are and shall remain personal property of *ERC* even if installed or attached to real property, or embedded in, permanently resting on, or used as part of real property.
63. If the *ERC Products* are installed on leased premises, *Licensee* shall obtain, within five business days of receipt of the form supplied by *ERC*, a waiver of landlord's / mortgagee's lien.
64. In the event any court of law, including, but not limited to the U.S. Bankruptcy Court, should determine that notwithstanding the parties' intentions, this *Agreement* should be re-characterized as a financing transaction, then, *Licensee* does hereby grant to *ERC* a security interest in the *ERC Products* to secure all obligations of *Licensee* to *ERC*.

Other Rights, Responsibilities and Representations

65. *Licensee* grants *ERC* and its agents authority to enter the *Premises* to install or remove *ERC Products* in accordance with this *Agreement*, including if *Licensee* fails to pay the monthly *Excess Benefits* invoiced by *ERC* and does not return the *ERC Products*.
66. *Licensee* agrees to pay *ERC* the current cost for *ERC Products* shipped to *Licensee* to replace *ERC Products* which have failed for reasons other than manufacturing defect or as a result of normal use.

Rebates and Incentives

67. To the extent possible, *Licensee* agrees to name *ERC* as the recipient of any lighting conversion incentives or rebates associated with the *Conversion Measures* undertaken pursuant to this *Agreement*, and to the extent that is not possible or in the event *Licensee* receives a check or other payment for a rebate and/or other third-party benefits resulting from *Conversion Measures* undertaken pursuant to this *Agreement*, *Licensee* agrees to endorse the check to the order of *ERC* and forward it to the order of *ERC*. If the benefit is made available to *Licensee* in a form other than a check, *Licensee* agrees to pay within three business days to *ERC* an amount equivalent to the benefit, such that after accounting for the payment to *ERC*, *Licensee's* net benefit from this *Agreement*, after accounting for tax, is identical to what it would have been if there had been no receipt of the non-check benefit and no related payment to *ERC*.

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.**Insurance**

68. Within one month of receipt of the *Approved Plan*, *Licensee* shall provide *ERC* a certificate of additional insured naming *ERC* as an additional named insured to its property and casualty insurance contract covering the *Premises* for an amount at least equal to the *Buyout Price*.

Energy Costs

69. *Licensee* shall continue to pay its electricity bill directly and provide a copy of same to *ERC* every month.

Proof of Solvency

70. In order to allow *ERC* to receive ongoing funding to support its mission, *Licensee* shall deliver to *ERC* with this *Agreement*, and each year thereafter within 120 days after *Licensee's* fiscal year-end, financial statements which are readily available to *Licensee* and reasonably required by any bank funding *ERC*.

Responsibility for ERC Products

71. Upon termination of this *Agreement* in any manner, and unless otherwise provided, the *ERC Products* must be purchased or returned to *ERC* in *Useful Form* no later than four weeks after the effective date of termination. If the *Licensee* or any *Guarantor* of this obligation fails to timely return the *ERC Products* in *Useful Form*, then *ERC* may declare the *Licensee* and any *Guarantor* in default and shall be entitled to be reimbursed by the *Licensee* or any *Guarantor* for all actual costs of removal, transportation and re-stocking of the *ERC Products*, as well as for the *Buyout Price* of any *ERC Product* not returned or recovered in *Useful Form*, which reimbursed amount is due within one week of the invoice date.
72. *Licensee* shall cooperate with *ERC* in any way necessary for *ERC* to perfect *ERC's* right to recover the *ERC Product*. If the *Licensee* fails to return the *ERC Product* upon termination of this *Agreement*, if so required by this *Agreement*, the *Licensee* hereby grants *ERC* and its agents access to and the right to enter upon any premises of the *Licensee* for the purpose of removing any and all *ERC Product* without hindrance or delay of any kind. This grant of access does not relieve the *Licensee* of its obligation to return the *ERC Products* to *ERC*.

General Contract Terms

73. Entire Agreement. This *Agreement* constitutes the entire agreement between the parties as to its subject matter. No oral or written agreements, practice, or course of dealing between the parties relating to the subject matter shall supersede this *Agreement*.
74. Amendment. None of the terms and provisions of this *Agreement* may be modified or amended in any way except by an instrument in writing executed by each party.
75. Agreement Interpretation. The parties represent that the *Agreement*, and any addenda and/or attached exhibits, have been reviewed by each party and each party has had sufficient opportunity to obtain legal counsel on matters of contract interpretation and performance. Furthermore, the parties agree that this *Agreement* shall not be interpreted more harshly against one party merely because that party was the original drafter of the *Agreement*.
76. Section Headings. The section headings of this *Agreement* are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.
77. Severability. If any one or more of the provisions of this *Agreement* should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, impaired or prejudiced, except to the extent doing so would offset the impact of removing the invalid, illegal, or unenforceable provisions.

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

78. Force Majeure. Neither party shall be liable to the other for any loss of business or any other damages caused by an interruption of this *Agreement* when the interruption is due to: war, rebellion, act of terror or insurrection; an act of God, severe weather, or natural disaster; fire – whether accidental or arson; government statute, order or regulation prohibiting the performance of this agreement; riots, strikes, labor stoppages, lockouts or labor disputes; utility outages; or other causes beyond the reasonable control of the parties to the extent such occurrences are not caused by the actions of the party seeking relief under this section.
79. Assignment. Neither party may assign this *Agreement* without prior written consent from the other party, which shall not be unreasonably withheld, provided that *ERC* may assign this *Agreement* upon 15 days' notice to the *Licensee* without consent to *ERC*'s lender or to parties related to *ERC* who have the ability, financial resources and technical resources to perform *ERC*'s duties and obligations.
80. Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this *Agreement* will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this *Agreement*, nor prejudice either party with regard to any subsequent action.
81. Applicable Law and Choice of Forum. This *Agreement* and all related documents, and all matters arising out of or relating to this *Agreement*, are governed by, and construed in accordance with, the laws of the State of Michigan, without regard to its conflict-of-laws provisions to the extent that those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Venue for any litigation or dispute resolution involving this agreement shall be in Oakland County, Michigan.
82. Notices. Any notice or other communication required or permitted shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, overnight courier (charges prepaid), registered mail or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business (attention to the Treasurer) or to such other address of which the parties may have given notice. Unless otherwise specified, notices shall be deemed received (i) on the date delivered, if delivered personally or by confirmed facsimile transmission; (ii) on the next business day after deposit with an overnight courier; or (iii) the day actually received, if sent by registered or certified mail.
83. Procedures upon Default. The non-defaulting party may not implement dispute resolution until providing the defaulting party a Default Notice and an opportunity to cure the default. The Default Notice shall describe the nature of the default in reasonable detail and provide 30 days from the date deemed received to cure the default.
84. Remedies upon Default. In addition to any other remedies available to the parties at law, in equity or under the terms of this *Agreement*, including provisions for dispute resolution, *ERC* shall have at all times the right to perfect a Uniform Commercial Code security interest in the *ERC Product*. In addition, at any time when the *Licensee* is in uncured default under this *Agreement* or this *Agreement* has been terminated, the *Licensee* hereby grants to *ERC* and agrees to facilitate *ERC*'s right to enter upon any premises of the *Licensee* for the purpose of removing any and all *ERC Product* without hindrance or delay of any kind.
85. Dispute Resolution. All disputes, controversies, or claims arising out of, in connection with, or relating to this *Agreement* or any breach or alleged breach of the *Agreement*, and any claim that either party violated any state or federal statute or state common law doctrine or committed any tort in relation to this *Agreement* shall, upon the request of either party, be submitted to and settled by private arbitration using the appropriate rules then in effect and the services of the American Arbitration Association (except any rules of the American Arbitration Association regarding the allocation of arbitration fees and expenses) in Oakland County, Michigan (or at any other place or under any other form

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration in a joint proceeding for all common issues and disputes before one mutually agreeable arbitrator. If the parties are unable to select an arbitrator within ten business days of notice of intent to arbitrate, then the selection procedures and the services of the American Arbitration Association shall be utilized by the parties. This agreement to arbitrate may be specifically enforceable by any court of competent jurisdiction. The parties also specifically agree:

- a. The arbitrator shall have no power to add to, subtract from, or alter the terms of this *Agreement*, and shall make a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born equally by the parties to such arbitration, and each party shall pay for and bear the costs of its own experts, evidence, and attorneys' fees.
 - b. Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. After the entry of an arbitral award the non-prevailing party shall have thirty days after it receives notice of the award to fully comply with the award. A judgment shall not be entered to enforce the award until the non-prevailing party has had an opportunity to comply with the arbitral award according to this provision, and shall not be entered at any time if the non-prevailing party fully complies with the award. The obligation to arbitrate all disputes between the parties shall not preclude *Licensors* from seeking provisional relief in a court of law, such as injunctive orders, to enforce compliance with *Licensors*' right to enter the *Premises* to recover *ERC Products*, pending the award of the arbitrator.
 - c. These terms of Dispute Resolution shall survive the termination of this *Agreement*.
 - d. *Licensee* agrees that the arbitrator may issue orders for provisional remedies, including interim awards, as the arbitrator finds necessary to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action, including, but not limited to, orders preventing the *Licensee* or others from moving the *ERC Products* from their original sites of installation and allowing the *Licensors* to enter the *Licensee's* premises for the purpose of removing the *ERC Products* without hindrance or delay of any kind.
86. Employee Recruitment. The parties agree that their respective employees are critical to their operations. The parties therefore agree to refrain from engaging or hiring in any capacity employees of the other during the term of this *Agreement*, and for a period of 52 weeks following termination of this *Agreement*. Should either party violate this paragraph, the violating party will pay to the other an amount equal to 50% of that employee's annualized compensation. These terms of Employee Recruitment shall survive the termination of this *Agreement*.
 87. Binding Authority. The parties acknowledge they are in good standing in the jurisdiction of their origin, and the officer or agent signing below has express authority to execute this *Agreement*. *Licensee* represents it has full right and lawful authority to enter into this *Agreement*, and in so doing violated no existing agreement of *Licensee*.
 88. Confidential Information. **Confidential Information** means all *Standard Plans, Modified Plans, Interim Plans and Final Plans*. The *Confidential Information* belongs to *ERC*. *Licensee* agrees that it will not modify, reverse engineer, de-compile, create other work forms, or disassemble any software programs or files contained in the *Confidential Information*. *Licensee* shall not disclose the *Confidential Information* to any third party unless required in response to a Freedom of Information Act request and shall promptly provide *ERC* with copies of any such requests that are received, with the only other allowed disclosures being to *Licensee's* employees or agents on a need-to-know basis

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

and to *Licensee's* legal counsel, auditors, accountants, and other consultants on the explicit understanding that they are bound by a duty not to use the *Confidential Information* for any purpose other than advising the *Licensee*. The *Confidential information* shall remain the property of *ERC* indefinitely.

89. **Professional Advice.** Nothing in this *Agreement* shall constitute legal, accounting or other professional advice from *Licensor* to *Licensee*. Each party has had adequate opportunity to seek legal, accounting or other professional advice as it sees fit. *Licensee* acknowledges that it has received sufficient information to evaluate the *ERC Lighting Conversion Program* and considers it to be appropriate for *Licensee*.

90. *Licensee* represents the following data is complete and accurate:

Licensee Data

Is the Licensee a 501(C)3 tax-exempt organization? Yes No

Licensee State Registration Number, if any: _____

Licensee Tax Identification Number:

Licensee Contact Name:

Licensee Contact Mailing Address:

Licensee Contact Email Address:

Licensee Contact Phone Number:

The scope of work and premises of work shall be as stated on one or more "Attachment to the Lighting Conversion Agreement: Scope of Work" documents as signed by Licensee and Licensor on or after the date this *Agreement* is signed.

Acknowledgement and Execution

IN WITNESS WHEREOF, the parties have executed and delivered this *Agreement* as of the listed dates.

Licensee

Charter Township of Waterford

X _____

Date: _____

By: Gary Wall

Its: Supervisor

Licensor

Energy Reduction Coalition TE

(Name of Licensor, "TE" may be stricken with an "X")

X _____

Date: _____

By: _____

Its: _____

Proposed Lighting Conversion Agreement with Energy Reduction Coalition (ERC) Continued.

Moved by Camilleri;

Seconded by Birch; RESOLVED, to approve the Lighting Conversion Agreement with Energy Reduction Coalition, as presented by the Township Attorney, and authorize the Township Supervisor to sign it on behalf of the Township, with the Township's contact person to be the Department of Public Works Director, and the Township buildings for which the first conversion plan is to be provided to be determined by the Township Department of Public Works Director; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Brown, Joliat and Kelley

Nays: None

Absent: None

Motion carried unanimously.

2. Request to Purchase Tasers and Accessories

The following memo was received from Police Chief Underwood.

The Police Department is in the process of upgrading our entire stock of Taser devices to the Class III X2 model. The need for the upgrade is a result of our current models along with replacement cartridges no longer being supported by Taser International.

Sergeant Dolehanty authored and submitted a grant request to Michigan Municipal Risk Management Authority (MMRMA) on our behalf. I am happy to say we have been awarded a Risk Avoidance Program (RAP) grant in the amount of \$31,000.00 to help offset some of the cost associated with this project.

I have attached the grant award along with quotes for the Tasers and all associated equipment. The following is a breakdown of the entire cost:

Taser purchase with shipping	90,752.32
Blade Tech holsters with shipping	<u>2,482.32</u>
Total	93,234.64
Trade in of current Tasers and equipment	7,480.00
MMRMA (RAP) Grant	<u>31,000.00</u>
Total Credit	38,480.00
Overall Cost to Police Department	59,754.64

We are requesting approval to make the purchase of equipment as outlined above. The funds provided under the MMRMA (RAP) grant are on a reimbursement basis. The equipment credit listed above will be deducted from our final purchase price. Funds are available for this purchase in the restricted use Police drug forfeiture fund.

Thank you in advance for your consideration. If you have any questions, please contact me at extension 7530.

Request to Purchase Tasers and Accessories.

Moved by Joliat;

Seconded by Bartolotta; RESOLVED, to approve purchase of Taser and Blade Tech Holsters in the amount of ninety three thousand, two hundred thirty four dollars and sixty four cents (\$93,234.63) dollars. The MMRMA Grant will increase revenue account 2070-58200, Grants – Other, in the amount of thirty one thousand (\$31,000.00) dollars. The purchase will increase the corresponding Police Expense Account 20730-97125 in the amount of thirty one thousand, five hundred fifty (\$31,550.00) dollars and Expense Account 20830-97125, PDSM, in the amount of fifty one thousand, two hundred twenty five (\$51,525.00) dollars; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Brown, Joliat and Kelley

Nays: None

Absent: None

Motion carried unanimously.

3. Sanitary Sewer Service Agreement

The following memo was received from William Fritz, Dept. of Public Works Director

I have enclosed, for Waterford Township Board approval, a sanitary sewer service agreement authorizing Waterford Township to serve the Pontiac Lake Recreation Area (PLRA) with sanitary sewer service.

PLRA straddles the border between Waterford and White Lake. As the picture below illustrates, most the lake, the beach and the bath house are located within White Lake. The park entrance, the boat launch, half of the beach parking, the park offices, maintenance area and the firing range are all, however, located within Waterford.

PLRA is already receiving Waterford water services, having connected back in 1994. PLRA is currently finalizing improvements to their facilities, which include a proposed connection to Waterford's public sanitary sewage collection system. PLRA desires this connection in order to abandon an old on-site sewage disposal system.

An agreement was signed on October 27, 2015 between Waterford Township, White Lake Township, and Oakland County to allow the sewer system connection. (see agreement – Attachment I). The agreement was necessary because:

1. Presently White Lake Township does not have the ability to serve PLRA with sanitary sewage services,
2. Waterford Township DPW does have the necessary infrastructure to serve PLRA, and
3. White Lake is not a member community of the Clinton-Oakland Sewage Disposal System, thus the requirement of the three-party agreement.

The agreement shall remain in place until White Lake can provide sanitary sewage collection services to PLRA. Under Waterford Township Ordinance, Section 17-64 Premises lying outside Township, such an arrangement shall be approved by the Waterford Township Board (See excerpt below):

Sec. 17-064. Premises lying outside Township

Any person whose property lies outside the Township desiring to connect to the sewer system shall be subject to one and one-half (1 1/2) times the normal connection fees and one and one-half (1 1/2) times the normal quarterly billing rate. Such parties outside the Township interested in connecting to the sewer system shall provide a letter of no objection from the local governing body of the township or city within which the building or property is located. The proposed connection shall thereafter be submitted to the Township Board by the Public Works Official for review and decision, in its sole discretion.

(Comp. Ords. 1986, § 25.084; Ord. of 6-24-1991)

Sanitary Sewer Service Agreement Continued.

Also enclosed is a letter of no objection from White Lake Township (see Attachment II). The letter is also a requirement of the Waterford Code of Ordinances.

It is my recommendation that the Board approve the connection by ratifying and approving the Agreement previously signed by the Supervisor and Clerk, with and subject to the changes in the Amendment to Sanitary Sewage Service Agreement for Pontiac Lake Recreation Area, which the Supervisor and Clerk are authorized to sign and present to White Lake and Oakland County for signature.

Moved by Camilleri,

Seconded by Joliat; RESOLVED, to ratify and approve the Agreement previously signed by the Supervisor and Clerk, with and subject to the changes in the Amendment to Sanitary Sewage Service Agreement for Pontiac Lake Recreation Area, which the Supervisor and Clerk are authorized to sign and present to White Lake and Oakland County for signature; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Brown, Joliat and Kelley

Nays: None

Absent: None

Motion carried unanimously.

4. Boeing Centennial Proclamation - Aviall

Clerk Camilleri presented the following Resolution.

Boeing Centennial Proclamation – Aviall

WHEREAS, The Boeing Company Centennial occurs on July 15, 2016; and

WHEREAS, The Boeing Company founded in Seattle, Washington by William Edward Boeing grew from a small red barn on the shores of the Duwamish River to the largest aerospace and defense contractor in the world, the largest exporter in the United States providing products to 150 countries, ranks 27th on the "World's Most Admired Companies" list, and for the fifth straight year, was named the No. 1 innovator among aerospace and defense companies; and

WHEREAS, The Boeing Company employs approximately 160,000 people across the United States and in more than 65 countries, representing one of the most diverse, talented and innovative workforces in the world; and

WHEREAS, The Boeing Company on a national level employs more than 23,000 veterans, many still serving in the National Guard and Reserve and partners with more than 50 airline customers completing over 170 humanitarian relief flights since 1992; and

WHEREAS, Boeing subsidiary Aviall supports more than 40 locations with approximately 1,500 team members worldwide, hosting 21 locations in the United States including the Charter Township of Waterford; and

WHEREAS, The Boeing Company and its subsidiary Aviall embraces a culture of caring and support for not only the residents of Waterford but for all of the residents of Michigan by encouraging employees to invest their time, talent and resources to the Waterford community through active volunteerism and civic engagement; and

Boeing Centennial Proclamation – Aviall Continued.

THEREFORE BE IT RESOLVED; that Supervisor Wall calls on the citizens of the Charter Township of Waterford to assure that The Boeing Company and its subsidiaries are recognized and celebrated for the significant contributions they have made to the aviation industry and the community;

AND BE IT FURTHER RESOLVED; that this body thanks The Boeing Company and pledges support to this incredible corporate citizen over the next century.

Gary Wall, Supervisor

Anthony Bartolotta, Trustee

Sue Camilleri, Clerk

Julie Brown, Trustee

Margaret Birch, Treasurer

Karen Joliat, Trustee

Donna Kelley, Trustee

Moved by Camilleri,
Seconded by Birch; RESOLVED, to approve the Boeing Centennial Proclamation – Aviall as presented.

Motion carried unanimously.

5. Public Comments – Citizen’s comments will be limited to three (3) minutes per topic.

Upon opening the floor for any additional comments, the following public comments were heard.

- ❖ Todd Barker announced that he will be opening a Brewery at 3645 Highland Road.

ADJOURNMENT

Moved by Camilleri;
Seconded by Birch; RESOLVED, to adjourn the meeting at 7:02 p.m.

Motion carried unanimously.



Sue Camilleri, Clerk



Gary Wall, Supervisor

07/07/2016 10:58
llievois

WATERFORD TOWNSHIP
AP CHECK RECONCILIATION REGISTER

P 1
apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
266651	07/11/2016	PRINTED	011188 ALL STAR OFFICIALS ASSOC	1,255.00			
266652	07/11/2016	PRINTED	011730 ARROW PRINTING	526.54			
266653	07/11/2016	PRINTED	013474 ALL STAR AWARDS	36.00			
266654	07/11/2016	PRINTED	013666 APOLLO FIRE APPARATUS	2,797.56			
266655	07/11/2016	PRINTED	013713 ARTBOX DESIGN	20.35			
266656	07/11/2016	PRINTED	013731 ARROW INTERNATIONAL INC	2,215.70			
266657	07/11/2016	PRINTED	014474 ALCOHOL DRUG ADMINISTRATI	382.00			
266658	07/11/2016	PRINTED	021002 BREENS LANDSCAPE & SUPPLY	175.00			
266659	07/11/2016	PRINTED	021079 BAKER & TAYLOR BOOKS	1,733.54			
266660	07/11/2016	PRINTED	021730 KOTZ BRINKERS HEATING COO	23.40			
266661	07/11/2016	PRINTED	021730 KOTZ BRINKERS HEATING COO	32.37			
266662	07/11/2016	PRINTED	023016 BATTERIES PLUS	350.00			
266662	07/11/2016	PRINTED	023068 K & Q LAW, PC	350.00			
266663	07/11/2016	PRINTED	023072 JUSTIN BARNETT	350.00			
266664	07/11/2016	PRINTED	023073 ANDREA BADALUCCO	1,000.00			
266665	07/11/2016	PRINTED	023587 HILLARIE F BOETTGER PLLC	3,981.60			
266666	07/11/2016	PRINTED	023592 BOSTICK TRUCK CENTER LLC	89.95			
266667	07/11/2016	PRINTED	023725 CITY ELECTRIC SUPPLY CO	2,999.81			
266668	07/11/2016	PRINTED	023732 BRENDDEL'S SEPTIC TANK SER	174.03			
266669	07/11/2016	PRINTED	023770 ROBERT BROOKE & ASSOCIATE	150.00			
266670	07/11/2016	PRINTED	041023 CLIA LABORATORY	53.92			
266671	07/11/2016	PRINTED	043202 CENTER POINT LARGE PRINT	13,549.36			
266672	07/11/2016	PRINTED	043331 CHEMCO PRODUCTS INC	153.00			
266673	07/11/2016	PRINTED	043604 CONTRACTORS CONNECTION	25.75			
266674	07/11/2016	PRINTED	053730 DRAYTON PLYWOOD CO INC	225.00			
266675	07/11/2016	PRINTED	053966 DYNAMIC SCHOOL ASSEMBLIES	1,778.50			
266676	07/11/2016	PRINTED	063181 MICHAEL J EBERLE	60.00			
266677	07/11/2016	PRINTED	063465 ELEVATOR TECHNOLOGY INC	100.00			
266678	07/11/2016	PRINTED	063476 ELECTROCOMM-MICHIGAN, INC	335.00			
266679	07/11/2016	PRINTED	083051 TAREK FAKHOURI	1,701.05			
266680	07/11/2016	PRINTED	083407 FIRE SERVICE MANAGEMENT	16.00			
266681	07/11/2016	PRINTED	083565 FORBES TRAILERS	146.96			
266682	07/11/2016	PRINTED	083575 FORMS TRAC ENTERPRISES IN	108.00			
266683	07/11/2016	PRINTED	091835 GUNNERS METERS & PARTS IN	170.18			
266684	07/11/2016	PRINTED	093025 GALE/CENGAGE LEARNING	1,142.56			
266685	07/11/2016	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	108.48			
266686	07/11/2016	PRINTED	093705 GRAINGER	495.00			
266687	07/11/2016	PRINTED	093783 GANT LAW, PLLC	1,293.42			
266688	07/11/2016	PRINTED	093849 GREAT LAKES EMERGENCY PRO	2,947.00			
266689	07/11/2016	PRINTED	101950 HYDRO CORP	350.00			
266690	07/11/2016	PRINTED	103018 DERWOOD HAINES	185.00			
266691	07/11/2016	PRINTED	103023 HESCO	418.23			
266692	07/11/2016	PRINTED	103031 HALT FIRE INC	343.65			
266693	07/11/2016	PRINTED	103060 HARWOOD TUXEDO & UNIFORMS	2,682.27			
266694	07/11/2016	PRINTED	103238 HELPNET EAP	378.34			
266695	07/11/2016	PRINTED	103841 HUTCHINSONS ELECTRIC INC	5,200.00			
266696	07/11/2016	PRINTED	103842 HUNT CONSTRUCTION CO	857.00			
266697	07/11/2016	PRINTED	113491 IMPRESSIVE PRINTING & PRO	213.25			
266698	07/11/2016	PRINTED	113542 INGRAM LIBRARY SERVICES	429.15			
266699	07/11/2016	PRINTED	121003 POWER PLAN	1,445.42			
266700	07/11/2016	PRINTED	121011 J&B MEDICAL SUPPLY	4,790.00			
266701	07/11/2016	PRINTED	121570 JOHNSON & ANDERSON INC	61.80			
266702	07/11/2016	PRINTED	143394 KIMBALL MIDWEST				

07/07/2016 10:58 | WATERFORD TOWNSHIP
 llievois | AP CHECK RECONCILIATION REGISTER

| P 2
 | apchkrnc

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
266703	07/11/2016	PRINTED	143832 ERIC KUTINSKY	400.00			
266704	07/11/2016	PRINTED	153037 LAKESIDE TOWING	525.00			
266705	07/11/2016	PRINTED	153097 LAMPHERE'S TREE SERVICE	1,250.00			
266706	07/11/2016	PRINTED	153109 LAKES AREA MARTIAL ARTS	630.00			
266707	07/11/2016	PRINTED	153367 THE LIBRARY NETWORK	173.97			
266708	07/11/2016	PRINTED	161031 MTU ONSITE ENERGY	145.47			
266709	07/11/2016	PRINTED	163163 MCININCH MONUMENT	800.00			
266710	07/11/2016	PRINTED	163449 MICHIGAN RURAL WATER ASSO	775.00			
266711	07/11/2016	PRINTED	163484 MICHIGAN COMMERCIAL DOOR	1,662.48			
266712	07/11/2016	PRINTED	163491 MIDWEST GRAPHICS & AWARDS	1,168.90			
266713	07/11/2016	PRINTED	163855 MUFFLER MAN	371.45			
266714	07/11/2016	PRINTED	174510 MICHIGAN MUNICIPAL LEAGUE	32.60			
266715	07/11/2016	PRINTED	174620 MPARKS	723.00			
266716	07/11/2016	PRINTED	183021 NATIONAL TRAILS	625.00			
266717	07/11/2016	PRINTED	191884 OVERHEAD DOOR WEST COMMER	388.39			
266718	07/11/2016	PRINTED	193007 AUBURN HILLS CAMPUS - OCC	1,975.00			
266719	07/11/2016	PRINTED	193882 OVERDRIVE, INC.	2,775.02			
266720	07/11/2016	PRINTED	204040 OAKLAND COUNTY	5.38			
266721	07/11/2016	PRINTED	204040 OAKLAND COUNTY	330.00			
266722	07/11/2016	PRINTED	204040 OAKLAND COUNTY	402.40			
266723	07/11/2016	PRINTED	204860 ROAD COMMISSION FOR	332.22			
266724	07/11/2016	PRINTED	211460 PLANTE & MORAN PLLC	14,680.00			
266725	07/11/2016	PRINTED	213566 COFFEE BREAK INC	34.00			
266726	07/11/2016	PRINTED	213584 PONTIAC MAILING SERVICE L	368.41			
266727	07/11/2016	PRINTED	213608 SCOTT POWERS	300.00			
266728	07/11/2016	PRINTED	213714 PRINTING SYSTEMS INC	492.73			
266729	07/11/2016	PRINTED	233839 QUALITY FIRST AID AND SAF	332.66			
266730	07/11/2016	PRINTED	243040 PENGUIN RANDOM HOUSE LLC	210.75			
266731	07/11/2016	PRINTED	243206 RECORDED BOOKS LLC	648.60			
266732	07/11/2016	PRINTED	243228 STELLA REYES	270.00			
266733	07/11/2016	PRINTED	243645 LISA ROCHFORD	1,000.00			
266734	07/11/2016	PRINTED	251006 SHRADER TIRE & OIL OF MIC	35.00			
266735	07/11/2016	PRINTED	251238 SERVICE HEATING & PLUMBING	273.00			
266736	07/11/2016	PRINTED	253160 SCRAMBLIN FEEDS	250.50			
266737	07/11/2016	PRINTED	253359 DIANA SHKRELI	300.00			
266738	07/11/2016	PRINTED	253452 RED TAILED SPORTS, LLC	2,357.50			
266739	07/11/2016	PRINTED	253512 SMART START MICHIGAN	48.00			
266740	07/11/2016	PRINTED	253662 SPARTAN DISTRIBUTORS INC	52.84			
266741	07/11/2016	PRINTED	253673 SPRING MOUNTAIN WATER CO	26.00			
266742	07/11/2016	PRINTED	254796 STONECO INC	486.10			
266743	07/11/2016	PRINTED	254826 STARR AUTO GLASS	60.00			
266744	07/11/2016	PRINTED	263255 TESTAMERICA LABORATORIES	81.00			
266745	07/11/2016	PRINTED	263381 MARK-ANDRE PETER TIMINSKY	300.00			
266746	07/11/2016	PRINTED	263582 THOMSON REUTERS - WEST	449.50			
266747	07/11/2016	PRINTED	271536 UPS STORE	10.63			
266748	07/11/2016	PRINTED	273532 UNIQUE IMAGE STUDIO	937.00			
266749	07/11/2016	PRINTED	273533 UNIFIRST CORP	772.84			
266750	07/11/2016	PRINTED	273572 UNITEX DIRECT, INC	179.98			
266751	07/11/2016	PRINTED	283205 VERMONT SYSTEM INC	4,207.32			
266752	07/11/2016	PRINTED	283243 AMERICAN MESSAGING	121.25			
266753	07/11/2016	PRINTED	283247 VESCO OIL CORP	177.75			
266754	07/11/2016	PRINTED	291365 PRAXAIR DISTRIBUTION INC	346.16			

07/07/2016 10:58 | WATERFORD TOWNSHIP
llievois | AP CHECK RECONCILIATION REGISTER

| P 3
| apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
266755	07/11/2016	PRINTED	293016 WATERFORD AREA CHAMBER OF	255.00			
266756	07/11/2016	PRINTED	293069 WATERFORD TOWING	50.00			
266757	07/11/2016	PRINTED	293079 WATER LANDSCAPES LLC	2,250.00			
266758	07/11/2016	PRINTED	293206 WEINGARTZ	79.10			
266759	07/11/2016	PRINTED	293245 NICKI L WEISBERGER	415.00			
266760	07/11/2016	PRINTED	293262 CRISTINA WESTERBY	300.00			
266761	07/11/2016	PRINTED	293348 WHITLOCK BUSINESS SYSTEMS	4,653.71			
266762	07/11/2016	PRINTED	293605 WORLDWIDE INTERPRETERS IN	352.40			
266763	07/11/2016	PRINTED	304930 WATERFORD TOWNSHIP DPW	1,003.23			
			113 CHECKS	CASH ACCOUNT TOTAL	115,065.38	.00	

Ok to release funds 

Advance Checks Already mailed
 June 28 -> July 6.

07/07/2016 10:59 | WATERFORD TOWNSHIP
 Illinois | AP CHECK RECONCILIATION REGISTER

FOR: Uncleared

FOR CASH ACCOUNT: 70000 01000

UNCLEARED CLEARED BATCH CLEAR DATE

CHECK #	CHECK DATE	TYPE	VENDOR NAME	AMOUNT
266533	06/28/2016	PRINTED	011016 GREAT LAKES ACE HARDWARE	11.97
266534	06/28/2016	PRINTED	013171 ADVANCED LIGHTING & SOUND	908.00
266535	06/28/2016	PRINTED	013452 ALEXANDER CHEMICAL CORP	1,010.00
266536	06/28/2016	PRINTED	013506 AMERICAN LIBRARY ASSOC	154.00
266537	06/28/2016	PRINTED	013506 AMERICAN LIBRARY ASSOC	137.00
266538	06/28/2016	PRINTED	013685 APPLIED IMAGING	150.00
266539	06/28/2016	PRINTED	013685 APPLIED IMAGING	612.12
266540	06/28/2016	PRINTED	013685 APPLIED IMAGING	1,334.53
266541	06/28/2016	PRINTED	032167 KRISTINA M. GEORGE	100.00
266542	06/28/2016	PRINTED	032177 USA HALLOWEEN PLANET, INC	1,000.00
266543	06/28/2016	PRINTED	032178 THUNDERKING FIREWORKS LLC	500.00
266544	06/28/2016	PRINTED	032179 JAKES FIREWORKS, INC	500.00
266545	06/28/2016	PRINTED	032180 CARSON SITE PREP, LLC	2,000.00
266546	06/28/2016	PRINTED	043626 CONSUMERS ENERGY	842.23
266547	06/28/2016	PRINTED	043685 COMCAST CABLEVISION	149.85
266548	06/28/2016	PRINTED	044217 CHET'S RENT-ALL	414.40
266549	06/28/2016	PRINTED	051007 DTE ENERGY	54,389.64
266550	06/28/2016	PRINTED	063025 EAST JORDAN USA, INC	4,911.02
266551	06/28/2016	PRINTED	063791 MARK ETTINGER	120.00
266552	06/28/2016	PRINTED	073448 RICHARD KUHN JR	120.00
266553	06/28/2016	PRINTED	073782 TONY SAAB	524.15
266554	06/28/2016	PRINTED	083452 SUBURBAN FORD OF WATERFOR	627.36
266555	06/28/2016	PRINTED	083836 KENNETH E FUERST	60.00
266556	06/28/2016	PRINTED	093040 JULIE SHADA GALVIN	134.40
266557	06/28/2016	PRINTED	093043 GARRY GARRETSON	120.00
266558	06/28/2016	PRINTED	103213 HOWARD HEITZEG	60.00
266559	06/28/2016	PRINTED	103579 HOME DEPOT CREDIT SERVICE	388.87
266560	06/28/2016	PRINTED	103613 HOUSE ARREST SERVICES INC	2,418.00
266561	06/28/2016	PRINTED	103841 HUTCHINSONS ELECTRIC INC	3,516.69
266562	06/28/2016	PRINTED	153598 RON LOYD	320.00
266563	06/28/2016	PRINTED	161014 MI MUNICIPAL RISK MGMT	18,695.81
266564	06/28/2016	PRINTED	183021 NATIONAL TRAILS	1,300.00
266565	06/28/2016	PRINTED	183286 NEOPOST	39.02
266566	06/28/2016	PRINTED	213094 AL PAVLISH	60.00
266567	06/28/2016	PRINTED	213251 LAURA PETRUSHA	60.00
266568	06/28/2016	PRINTED	213286 STEVE PEARSEY	98.56
266569	06/28/2016	PRINTED	223040 SUSAN STOLL	75.00
266570	06/28/2016	PRINTED	225890 MARTHA GRIDER	469.00
266571	06/28/2016	PRINTED	226725 ERNESTO GARCIA	50.00
266572	06/28/2016	PRINTED	227006 SANDRA JOHNSON	85.00
266573	06/28/2016	PRINTED	227128 JODI BURCHETT	150.00
266574	06/28/2016	PRINTED	227129 KELLI DANTON	50.00
266575	06/28/2016	PRINTED	227130 DAVID DOWNING	150.00
266576	06/28/2016	PRINTED	227131 GLFSC PACK 105	200.00
266577	06/28/2016	PRINTED	227132 DOUG HENRIKSON	50.00
266578	06/28/2016	PRINTED	227133 RODNEY HOBRAUF	80.00
266579	06/28/2016	PRINTED	227134 AMANDA PARSONS	50.00
266580	06/28/2016	PRINTED	243041 THOMAS RAYNER	2,500.01
266581	06/28/2016	PRINTED	243654 TAMMY ROSSMAN	91.34
266582	06/28/2016	PRINTED	253887 NGLIC	141.02
266583	06/28/2016	PRINTED	263737 TRUGREEN	44.66
266584	06/28/2016	PRINTED	271764 U S POSTMASTER	215.00

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
266585	07/06/2016	PRINTED	011700 AQUA-WEED CONTROL INC	2,550.00			
266586	07/06/2016	PRINTED	013682 AQUATIC TECHNOLOGIES INC	5,150.00			
266587	07/06/2016	PRINTED	013684 AQUATIC SERVICES INC	7,194.46			
266588	07/06/2016	PRINTED	035192 DATA LINKS	2,697.00			
266589	07/06/2016	PRINTED	041192 CDW GOVERNMENT INC	654.27			
266590	07/06/2016	PRINTED	043364 AT&T MOBILITY	93.22			
266591	07/06/2016	PRINTED	043626 CONSUMERS ENERGY	21.65			
266592	07/06/2016	PRINTED	043626 CONSUMERS ENERGY	2,438.12			
266593	07/06/2016	PRINTED	043685 COMCAST CABLEVISION	58.90			
266594	07/06/2016	PRINTED	043722 SHARON CRAIN	283.34			
266595	07/06/2016	PRINTED	043904 COMERICA COMMERCIAL CARD	215.49			
266596	07/06/2016	PRINTED	044220 CHASE CARD SERVICES	66.21			
266597	07/06/2016	PRINTED	053862 DU-ALL CLEANING, INC.	4,833.33			
266598	07/06/2016	PRINTED	073279 WILLIAM FRITZ	320.47			
266599	07/06/2016	PRINTED	073352 WILLIAM HIMMELSPACH	100.00			
266600	07/06/2016	PRINTED	073557 SHELLY METIKOSH	100.00			
266601	07/06/2016	PRINTED	073708 JOAN ROGERS	52.68			
266602	07/06/2016	PRINTED	073714 BRENT ROSS	199.73			
266603	07/06/2016	PRINTED	073802 DAN STICKEL	151.75			
266604	07/06/2016	PRINTED	073945 RUSSELL WILLIAMS	164.35			
266605	07/06/2016	PRINTED	082270 51ST DISTRICT COURT	322.11			
266606	07/06/2016	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	2,039.40			
266607	07/06/2016	PRINTED	103015 HAGOPIAN CLEANING SERVICE	1,586.00			
266608	07/06/2016	PRINTED	121300 JGM VALVE CORP	12,131.00			
266609	07/06/2016	PRINTED	121570 JOHNSON & ANDERSON INC	9,270.00			
266610	07/06/2016	PRINTED	153367 THE LIBRARY NETWORK	2,390.96			
266611	07/06/2016	PRINTED	163505 MICHIGAN URBAN SEARCH AND	1,600.00			
266612	07/06/2016	PRINTED	164387 MIKES CLEARWATER HARVESTI	6,560.00			
266613	07/06/2016	PRINTED	164396 MICHIGAN TOURS PURE & SIM	2,323.00			
266614	07/06/2016	PRINTED	183080 NATIONAL ASSOCIATION OF S	5,995.00			
266615	07/06/2016	PRINTED	183269 SPRINT SOLUTIONS	5.81			
266616	07/06/2016	PRINTED	183269 SPRINT SOLUTIONS	1,142.20			
266617	07/06/2016	PRINTED	204665 OAKLAND COUNTY	18,895.25			
266618	07/06/2016	PRINTED	204910 OAKLAND CNTY TREASURERS O	352.50			
266619	07/06/2016	PRINTED	204910 OAKLAND CNTY TREASURERS O	352.50			
266620	07/06/2016	PRINTED	211016 PLM LAKE & LAND MANAGEMEN	454.10			
266621	07/06/2016	PRINTED	225332 CARL HORNER	50.00			
266622	07/06/2016	PRINTED	225883 RUTH MAKER	100.00			
266623	07/06/2016	PRINTED	226123 OAKLAND SIDWINDERS	160.00			
266624	07/06/2016	PRINTED	226958 VICTOR SULTANA	144.00			
266625	07/06/2016	PRINTED	227073 AMANDA KELLAR	150.00			
266626	07/06/2016	PRINTED	227120 NANCY HUNT	87.00			
266627	07/06/2016	PRINTED	227135 KRIS BLATTLER	200.00			
266628	07/06/2016	PRINTED	227136 NANCY CAMPBELL	110.00			
266629	07/06/2016	PRINTED	227137 JILL CAPPELL	100.00			
266630	07/06/2016	PRINTED	227138 KATHRYN CHURCH	200.00			
266631	07/06/2016	PRINTED	227139 ELIZABETH COCHRANE	109.00			
266632	07/06/2016	PRINTED	227140 GWEN FIELDS	105.00			
266633	07/06/2016	PRINTED	227141 KELSEE HALPIN	50.00			
266634	07/06/2016	PRINTED	227142 SANDRA HUNT	87.00			
266635	07/06/2016	PRINTED	227143 LINDA MCALLISTER	100.00			
266636	07/06/2016	PRINTED	227144 CAROLYN OWEN	50.00			

07/07/2016 10:59 | WATERFORD TOWNSHIP
 llievois | AP CHECK RECONCILIATION REGISTER

| P 3
 | apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
266637	07/06/2016	PRINTED	227145 JOANNE SLATER	10.00			
266638	07/06/2016	PRINTED	227146 TAMARA TOOMBS	109.00			
266639	07/06/2016	PRINTED	227147 TRACEY CAPPS	50.00			
266640	07/06/2016	PRINTED	227148 HEATHER MADIGAN	50.00			
266641	07/06/2016	PRINTED	227149 LEAH MARKELL	50.00			
266642	07/06/2016	PRINTED	227150 ROBERT MORTIMORE	200.00			
266643	07/06/2016	PRINTED	243270 REDIGAN OUTDOOR SERVICES	12,682.00			
266644	07/06/2016	PRINTED	251035 SAMS CLUB DIRECT	1,194.89			
266645	07/06/2016	PRINTED	251238 SERVICE HEATING & PLUMBIN	16,870.00			
266646	07/06/2016	PRINTED	263348 ALEX THOMAS	339.00			
266647	07/06/2016	PRINTED	263351 THE GARDENER INC	100.00			
266648	07/06/2016	PRINTED	263737 TRUGREEN	1,067.46			
266649	07/06/2016	PRINTED	304678 MARGARET BIRCH TREASURER	758.10			
266650	07/06/2016	PRINTED	304755 WATERFORD SCHOOL DISTRICT	102.03			
118 CHECKS							
CASH ACCOUNT TOTAL				230,337.93			.00