

BOARD OF TRUSTEES
Gary Wall, Supervisor
Sue Camilleri, Clerk
Margaret Birch, Treasurer
Anthony M. Bartolotta, Trustee
Michael Healy, Trustee
Karen Joliat, Trustee
Steven Thomas, Trustee



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SYNOPSIS

**PROCEEDINGS OF THE
CHARTER TOWNSHIP OF WATERFORD
BOARD OF TRUSTEES
REGULAR MEETING
MONDAY, JANUARY 23, 2017**

Approved	Approve Amended Agenda – January 23, 2017
Approved	Approve Minutes – December 12, 2016 and January 9, 2017
Approved	Approve Bill Payment – January 23, 2017
Received	District Court – 2016-2012 Caseload Comparison
Received	Fire Department Report – December 2016
Received	IS Department – November and December 2016
Received	Police Department – November and December 2016
Received	Treasurer's Office – November and December 2016
Approved	2017 North Oakland Household Hazardous Waste Consortium Program Interlocal Agreement & Resolution
Approved	Recommendation for Award of Contract Cass Lake Road Water Storage Tank Engineering Services
Approved	Recommendation for Award of Contract 2017 Water Production Well Maintenance Services
Approved	Grounds Fertilization Weed and Pest Control 2017-2019
Approved	Purchase of (4) 2017 Police Patrol Vehicles
Approved	51st District Court - MMRMA Grant Budget Amendment Request
Approved	Software Maintenance Renewals
Appointed	Appointment of Stan Moore to the Civil Service Commission
Appointed	Appointment of Todd Bonnavier - Zoning Board of Appeals Alternate
Advised Board	New SDM License, 2524 Dixie Highway
Approved	Banner Permit - Waterford Coalition for Youth

Sue Camilleri, Township Clerk

Gary Wall, Township Supervisor

BOARD MEMBERS PRESENT:

Gary Wall, Supervisor
Sue Camilleri, Clerk
Margaret Birch, Treasurer
Anthony Bartolotta, Trustee
Michael Healy, Trustee
Karen Joliat, Trustee
Steven Thomas, Trustee

OTHERS PRESENT

Marty Kuhn
John Lyman
Gary Allison
Dawn Cito
Charlotte Cito
Vaughn Wagner
Ruth Wagner
Matthew Covey
Donna Wall
Blake Nelson
Richard Kuhn, Jr.

Eileen Kowall
Angela Runyan
Michael Runyan
Lorna Lyman
Victor Lyman
Diane Lyman
Tony Corbett
Scott Good
Joan Rogers
Lt. Pedlar
Jared Scott

Kyle Cummings
Captain Dorman
Jared Black
Toby Thorell
Sharon Thomas
Chet Bartle
Dwayne Warner
Derek Diederich
Bill Fritz
Barb Miller

Supervisor Gary Wall called the meeting to order at 6:03 p.m. and asked for a moment of silence for the brave men and women who have served our Country and then lead the Pledge of Allegiance.

Roll call was taken and all Board Members were present.

Moved by Birch;
Seconded by Bartolotta; RESOLVED, to approve the agenda for January 23, 2017, agenda as printed.

Motion carried unanimously.

Moved by Joliat,
Seconded by Birch; RESOLVED, to approve the December 12, 2016, Township Board Meeting minutes, as presented.

Motion carried unanimously.

Moved by Birch,
Seconded by Bartolotta; RESOLVED, to approve the January 9, 2017, Township Board Meeting minutes, as presented.

Motion carried unanimously.

Moved by Bartolotta;

Seconded by Joliat; to approve the payment of the bills for January 23, 2017, as presented. A list of the bills is attached to these minutes. A roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

ANNOUNCEMENTS

4.1 The Daddy-Daughter Dance will be held on Saturday, February 11, 2017, from 2:00 p.m.-4:00 p.m. or 6:00 p.m.-8:00 p.m. There will be music and dancing with DJ Marky Mark, photography and refreshments. Tickets are \$12.00 per person, non-refundable, and there are no sales the day of the event. Contact Parks and Recreation for more information at 248-674-5441 or register on-line.

4.2 Winter taxes are due, without penalty, through February 14, 2017. See the tax bill, front and back, for more information. If you have not received your tax bill, please notify the Treasurer's office at 248-674-6220.

4.3 Tickets are now on sale for Waterford's State of the Township Breakfast on Wednesday, February 15th from 7:30 a.m. – 9:15 a.m. at the Overtyme Fireside Lounge in Waterford. Featured speakers include Gary Wall, Waterford Township Supervisor; Dr. Keith Wunderlich, Superintendent, Waterford School District; and Keith Pawlovich, Oakland Community College Highland Lakes Campus. Come hear what's in store for the Waterford community in 2017. Cost is \$20 per person advance paid RSVP only, or \$145 for a table of 8. Visit the Chamber website at waterfordchamber.org for more details and registration options.

4.4 Join Waterford Coalition for Youth for the 19th Annual Taste of Waterford on Thursday, February 23, 2017, from 6 p.m. – 9 p.m. at the Oakland Schools Conference Room in Waterford. Sample food from over 35 area restaurants, each featuring their own special cuisine. Enjoy the music and dance of different countries, participate in a huge raffle that includes products and services for everything from jewelry and music to travel and beauty. The Coalition's selection for Citizen and Youth Group of the Year will be honored and there will be fun and exciting activities for kids to participate in throughout the night. All proceeds support the Coalition in their efforts to reduce substance abuse and high risk behaviors in the community's youth. For ticket information, please visit wcfy.org or call 248-618-7424.

4.5 The Mother-Son Dance will be held on Saturday, March 10, 2017, from 6:00 p.m. - 8:00 p.m. There will be music and dancing with DJ Marky Mark, photography and refreshments. Tickets are \$12.00 per person, non-refundable, and there are no sales the day of the event. Contact Parks and Recreation for more information at 248-674-5441 or register on-line.

4.6 The Waterford Township Public Library will be holding a Creative Process of Poetry. Poets Zilka Joseph, Cal Freeman, and Alixe Alousi will read their work and discuss the processes they use to write poetry. The class will be held in the Community Room on Thursday, February 9, 2017, at 7:00 p.m. Registration is available in person at the Adult Reference Desk, by phone at 248-618-7693, or online at waterfordmi.gov/library.

4.7 The Waterford Cable Commission is happy to announce the 2017 Waterford Cable Commission Scholarship. Four scholarships are available, each one in the sum of \$1,000. Any 2017 graduating senior pursuing further studies in the media arts, and is a Waterford resident, may apply. The application process opens on Wednesday, February 1st, 2017 and closes on Friday, May 12th, 2017. Applications are available on the Township website only, as well as further information and guidelines regarding the scholarship and application process.

AWARDS AND PRESENTATIONS**5.1 Employee of the Quarter – Wally Jankowski, IS Department**

Wally Jankowski, Police Systems Administrator, IS Department, has worked at Waterford Township just short of 10 years. Lt. Good of the Employee Recognition Committee, Jared Black – IS Director, and Chief Underwood all attested to Wally's outstanding work ethic, and dedication to the Township. The Township is fortunate to have Wally in the workforce. The Board offered their congratulations and thanked him for his service to the Township.

5.2 Fire Department Live Saving & Other Awards

Fire Chief Lyman and Deputy Chief Covey presented the following awards.

Toby Thorell - Certificate of Compassion towards Others
Ryan Wells & Benjamin Wherry - Silver Lifesaving Award
Jesse Coon and Daniel Koss - Silver Lifesaving Award
Nicole Slavek – Community Hero Lifesaving Award
Jake Helgemo, John Carrier (represented by his father), John Little and Mike Littlefield - Silver Lifesaving Award
Jim Runyan and Gary Allison - Certificate of Appreciation

REPORTS**1. District Court – 2016-2012 Caseload Comparison**

Moved by Camilleri;
Seconded by Joliat; RESOLVED, to receive the 2016-2012 Caseload Comparison, District Court Report.

Motion carried unanimously.

2. Fire Department – December 2016

Moved by Bartolotta;
Seconded by Birch; RESOLVED, to receive December 2016, Fire Department Report.

Motion carried unanimously.

3. IS Department – November and December 2016

Moved by Joliat;
Seconded by Healy; RESOLVED, to receive November and December 2016, IS Department Reports.

Motion carried unanimously.

4. Police Department – November and December 2016

Moved by Bartolotta;
Seconded by Camilleri; RESOLVED, to receive November and December 2016, Police Department Reports.

Motion carried unanimously.

5. Treasurer's Office – November and December 2016

Moved by Joliat;
Seconded by Bartolotta; RESOLVED, to receive November and December 2016, Treasurer's Office Reports.

Motion carried unanimously.

NEW BUSINESS

1. 2017 NOHAZ Program Interlocal Agreement and Resolution

The following memo was received from Stacy St. James, Environmental/Housing Coordinator.

In 2003, Waterford Township joined several northern Oakland County communities to create the North Oakland Household Hazardous Waste Consortium (NO HAZ). Through this cooperative effort, NO HAZ was able to provide residents of the participating communities a safe, reliable, environmentally responsible way to dispose of their household hazardous waste (HHW). As a pioneer member, Waterford Township remained in the program until the General Fund Revenues declined and the Board decided they could no longer help fund the program for the 2010-2011 seasons.

We consistently receive calls and emails from residents wanting to know where to dispose of their HHW. There are no convenient, local locations which provide the same level of service that can be found at a NO HAZ organized collection event. Therefore, in 2012, Waterford Township rejoined NO HAZ after changes were made by the group to help decrease costs to the participating communities without reducing any of the services provided by the program.

Partnering with our neighboring communities to hold various HHW collection events throughout northern Oakland County is a great service to offer our residents. In addition, the goals of this program strongly correlate with other ongoing efforts we have in the Township like the Wellhead Protection program.

For 2017, due to a continued increase in participation, our estimated obligation is \$18,942.20. It is proposed to have the program costs funded through the following accounts:

59044-84500 - DPW Professional Services (\$9,471.10)
17470-96410 - Environmental Projects (\$9,471.10 – **This portion will require a motion by the Board at the meeting to amend the approved 2017 budget, as this activity was not budgeted for at the time of adoption**)

Attached you will find the 2017 Interlocal Agreement and associated Resolution.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

**THE NORTH OAKLAND
HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NO HAZ), and

WHEREAS, the NO HAZ Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NO HAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NO HAZ program, and,

WHEREAS, the NO HAZ Interlocal agreement establishes a NO HAZ advisory board to assist and advise Oakland County in the development of the NO HAZ program.

Now Therefore be it Resolved: That our community, the Charter Township of Waterford, hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we will charge residents \$10 to participate in NO HAZ events in 2017, and

Be it Further Resolved: That we hereby appoint Stacy St. James as our official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2017.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Waterford Township Board, at a regular meeting held on January 23rd, 2017.

Sue Camilleri, Clerk
The Charter Township of Waterford

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT

**BETWEEN
OAKLAND COUNTY
AND
THE CHARTER TOWNSHIP OF WATERFORD**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and The Charter Township of Waterford, 5200 Civic Center Drive, Waterford, Michigan 48329 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. GOALS OF THE PROGRAM:

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. **DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **“ACCEPTABLE HAZARDOUS WASTE”** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **“ADMINISTRATIVE COSTS”** shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.
- 5.3 **“AGENT” OR “AGENTS”** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 **“AGREEMENT”** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

- 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 **“CLAIM(S)”** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **“COLLECTION SCHEDULE”** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2017 year program in cooperation with the NO HAZ Board.
- 5.7 **“COLLECTION SITE PROTOCOL”** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NO HAZ VENDOR and NO HAZ BOARD, and will update as needed or requested by the parties
- 5.8 **“COUNTY”** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.9 **“HAZARDOUS WASTE VENDOR”** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **“HAZARDOUS WASTE COLLECTION COSTS”** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **“MUNICIPALITY”** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.12 **“NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD” (“NO HAZ BOARD”)** means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

- 5.13 **“PARTICIPATING MUNICIPALITY”** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **“PROGRAM HOST”** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.
- 6.2 The COUNTY, together with the NO HAZ BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NO HAZ BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NO HAZ BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NO HAZ BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NO HAZ program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NO HAZ BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NO HAZ BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.
7. **MUNICIPALITY’S RESPONSIBILITIES**
- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NO HAZ BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2016 NO HAZ events will be assessed \$50.00 per collection event in 2017.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2016 NO HAZ events will be assessed \$125.00 per collection event in 2017.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2016 NO HAZ events will be assessed \$250.00 per collection event in 2017.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2017 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.
9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.

11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NO HAZ events. This fee will be collected by the COUNTY at the NO HAZ events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. **FINANCIAL RESPONSIBILITIES**

12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.

12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NO HAZ BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NO HAZ BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.

12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NO HAZ events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

- 12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.
- 12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

13. MUNICIPALITY'S FAILURE TO PAY

- 13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to set off from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.
- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 "The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor."

15.1.2 "The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies."

15.1.3 "Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee."

16. LENGTH OF AGREEMENT This AGREEMENT shall become effective at 12:01 A.M., January 1, 2017, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2017.

17. TERMINATION OR CANCELLATION OF AGREEMENT Once the agreement commences (as described in section 11 above), the parties may only terminate this AGREEMENT as provided below:

17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

18. **SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NO HAZ ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **NOTICES** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Waste Resource Management, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
- 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to: Stacy St. James, Development Services Department, 5200 Civic Center Drive, Waterford, MI 48329
- 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
32. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

33. AGREEMENT APPROVAL AND AMENDMENT

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. ENTIRE AGREEMENT This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. CONCLUSION: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that he has been authorized by a resolution of the Waterford Township Board, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

2017 NOHAZ Program Interlocal Agreement and Resolution Continued.

Moved by Camilleri,

Seconded by Joliat, RESOLVED, to approve the 2017 North Oakland Household Hazardous Waste Consortium Resolution amending resident charge to fifteen (\$15.00) dollars; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

Moved by Birch;

Seconded by Bartolotta, RESOLVED, to approve a budget amendment in the amount of nine-thousand, four hundred and seventy-one dollars and ten cents (\$9,471.10) increasing line item 17470-96410; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

2. Recommendation for Award of Contract Cass Lake Road Water Storage Tank Engineering Services.

The following memo was received from William A. Frtiz, DPW Director.

Attached is a proposal, in the amount of \$47,042.00, from Dixon Engineering & Inspection Services. The proposed professional services are required to perform maintenance work on the elevated water storage tank at 682 North Cass Lake Road. Also attached is a memo from Russ Williams, W&S Superintendent, which provides additional information. We are recommending and requesting Waterford Township Board approval of the professional services contract.

This 1.5 million gallon water storage tank is in need of periodic inspection and maintenance work. The maintenance work may require repainting of the tank interior and exterior. This work has been anticipated and planned for in both the ten-year water capital improvement plan (as shown below) and the W&S FY2017 operational budget. The scope of Dixon's service is:

1. To prepare plans, technical specifications, and contract bid documents,
2. To perform project administration and coordinate construction activities,
3. Perform inspection of welds, paint work, installation of cathodic protection,
4. Project close-out and warranty inspection.

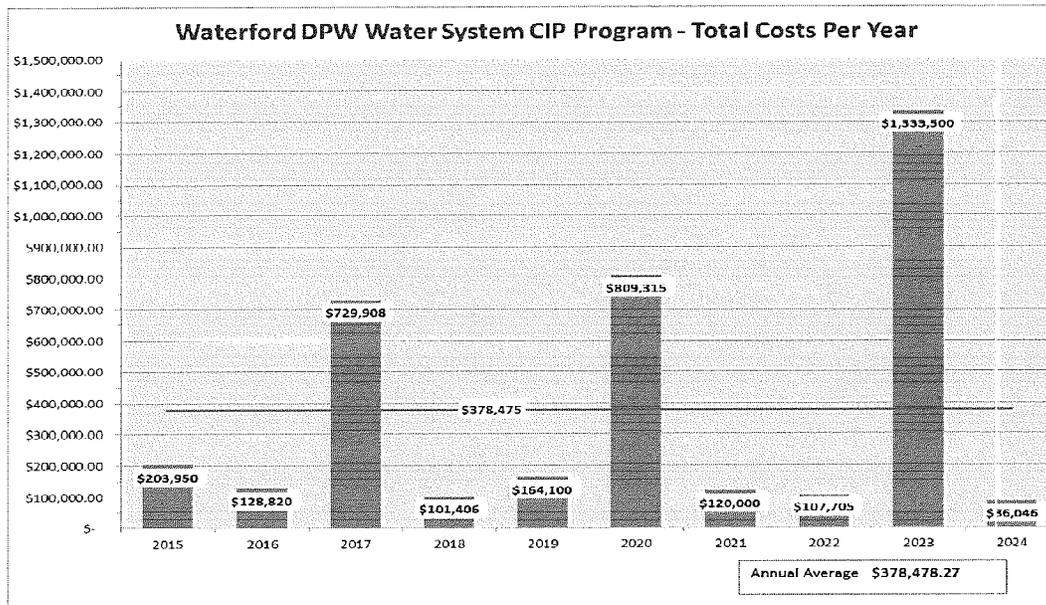
Dixon Engineering has been the sole provider of structural engineering services for Waterford Township for many years. They have provided service on dozens of projects including:

- Painting, repair and maintenance of DPW's water storage facilities,
- Periodic inspection and maintenance of the vessels, piping and structural facilities at DPW's water treatment plants,
- Plan review, project coordination and inspection for Waterford Township's many cellular communications lease agreements,

- Fire hydrant lead paint removal, etc.

We are requesting that the Board recognize Dixon Engineering as Waterford Township's single source vendor for structural engineering services and award a contract to Dixon Engineering, in the not-to-exceed amount of \$47,042.00, to carry out the engineering services described in their January 5, 2017 proposal.

If you have any questions or comments, please let me know.



2017 Capital Improvement Projects - Water

ProjectName	ProjectCost
2017 Truck Replacement	\$30,000.00
2017 2" T-10 Meter Replacement	\$74,908.00
Elevated Tank Maintenance	\$625,000.00
Total	\$729,908.00

Moved by Camilleri,
 Seconded by Joliat, **RESOLVED**, to award the Contract for Cass Lake Road Water Storage Tank Engineering Services to Dixon Engineering & Inspection Services in the amount of forty-seven thousand, forty-two (\$47,042.00) dollars; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas
 Nays: None
 Absent: None

Motion carried unanimously.

3. Recommendation for Award of Contract 2017 Water Production Well Maintenance Services.

The following memo was received from William A. Frtiz, DPW Director.

I have attached a proposal from Peerless Midwest to perform maintenance and rehabilitative services on Waterford's production wells and pumps (see Exhibit A).

A brief description of each task is given in the table below:

Task	Description	Estimated Cost
1	Overhaul of well pump and motor 28-1 at WTP 28-1	\$ 44,000
2	Overhaul of well pump and motor 5-3 at WTP 5-1	\$ 37,490
3	Inspection and maintenance of well pump and motor 16-5 at WTP 16-1	\$ 48,000
4	Inspection and maintenance of well pump and motor 25-1 at WTP 25-1	\$ 49,000
5	Inspection and maintenance of well pump and motor 2-2	\$ 51,000
Not-To-Exceed-Total		\$ 229,490

Peerless Midwest has been Waterford's sole provider of well consulting/contracting services since 2009. They have completed dozens of inspections and reports and have annually provided services on Waterford's production wells. The scope of their work has included drilling, testing, inspection and making repairs.

Please note that these are all not-to-exceed estimates, and that Waterford will only be invoiced for the actual work completed.

I am requesting that the Board recognize Peerless Midwest as Waterford Township's Single Source vendor for water well services and award a contract to Peerless Midwest to carry out the production well and pump services.

Moved by Joliat,

Seconded by Birch, RESOLVED, to recognize Peerless Midwest as a Waterford Township Single Source vendor for water well services; furthermore, to award a contract to Peerless Midwest to perform the production well and pump services in an amount, not-to-exceed, two hundred twenty-nine thousand, four hundred ninety (\$229,490.00) dollars; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

4. Grounds Fertilization Weed and Pest Control 2017-2019

The following memo was received from William A. Frtiz, DPW Director.

One sealed bid for the above-mentioned contract was opened on November 29, 2016 and reviewed by David Papke for accuracy and content. I have attached a memo from Mr. Papke outlining his recommendation and bid information for your review.

I concur with Mr. Papke's memo and recommend that the Board award the contract for grounds fertilization, weed and pest control services to TruGreen in the combined amount of \$23,330.46 for 2017, 2018 & 2019.

Moved by Camilleri,

Seconded by Birch, RESOLVED, to award a three (3) year contract for Grounds Fertilization, Weed and Pest Control Services to TruGreen in the combined amount of twenty-three thousand, three hundred thirty dollars and forty-six cents (\$23,330.46) for years 2017, 2018 and 2019; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

5. Purchase of (4) 2017 Police Patrol Vehicles

The following memo was received from Police Chief Underwood.

Upon a completed review of our entire fleet of vehicles, we determined the size of our patrol vehicle fleet could be reduced significantly. A portion of the patrol vehicle fleet was sold at auction, generating revenue which allowed the police department to reduce maintenance and data costs. We feel our fleet is now at a size that is more efficient and easier to manage. The age and mileage of most the remaining vehicles will only require us to turn over a small portion of the fleet annually.

We have identified five marked patrol fleet vehicles that need to be replaced due to age and mileage. These vehicles are nine and ten years old and approaching one hundred thousand miles. As these vehicles have aged, mechanical failure and maintenance costs have increased.

Once these vehicles are replaced, the age and condition of our entire patrol fleet should allow us to operate as is through 2018, without the need for any replacement vehicles. Our intention is to purchase four new patrol vehicles and sell four of our current patrol vehicles at auction. We will sell four of the highest mileage/oldest vehicles and rotate the new vehicles into the patrol fleet.

Our patrol vehicles are used by uniformed Officers for daily patrol, traffic details, school liaison activities, and all other uniformed special assignments. These vehicles are assigned as needed and routinely rotated throughout the fleet as necessary.

The vehicles for the proposed purchase are listed below:

<u>Vehicle</u>	<u>Model</u>	<u>Unit Price</u>	<u>Total</u>
2017 Utility (4)	Police Interceptor	\$ 28,095.00	\$ 112,380.00

Purchase of (4) 2017 Police Patrol Vehicles Continued.

Lighting/accessories/build out (4)	\$ 7,955.00	\$ 31,820.00
Total Cost		\$ 144,200.00

All vehicles listed above are being purchased through the Macomb County cooperative bid. Pricing was determined through competitive bid.

Funds are available for this purchase as follows:

<i>2017 Police budget, as adopted</i>	<i>Line item: 20730-97136</i>	<i>\$ 70,000.00</i>
<i>Police restricted use/forfeited funds</i>	<i>Line item: 20830-97136 PDSM</i>	<i>\$ 74,200.00</i>
<i>(This is an appropriate and allowable expenditure under the State of Michigan civil asset forfeiture law.)</i>		
<i>Total Expenditure</i>		<i>\$ 144,200.00</i>

We are requesting the Township Board approve the above described expenditure in the amount of \$144,200.00. Thank you in advance for your consideration. If you have any questions, please don't hesitate to contact me.

Moved by Joliat,
Seconded by Bartolotta, RESOLVED, to approve the purchase of four (4) police patrol vehicles in the amount of one hundred-forty-four thousand, two hundred (\$144,200.00) dollars; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas
Nays: None
Absent: None

Motion carried unanimously.

Moved by Camilleri,
Seconded by Joliat; RESOLVED, to approve a budget increase in the amount of seventy-four thousand, two hundred (\$74,200.00) dollars to account 20830-97136; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas
Nays: None
Absent: None

Motion carried unanimously.

6. 51st District Court – MMRMA Grant Budget Amendment Request

The following memo was received from Jennifer Thom, Court Administrator.

In 2016, the 51st District Court applied for two Michigan Municipal Risk Management Authority (MMRMA) matching grants to help curb the costs of several court security enhancements.

The first project, for which the Court was awarded \$19,225.91, involves purchasing upgraded x-ray and metal detector screening equipment used to prevent contraband items from entering the building. The equipment is stationed at the public entrance of the courthouse and is used to screen patrons, personal belongings (briefcases, bags, purses) and parcels entering, and being delivered to the building.

The second project, for which funding was awarded in the amount of \$4,966, seeks to expand and upgrade the Court's panic alarm system to include offices and chambers along the corridor of the building used for prisoner transport, the drug testing/prisoner holding area, and other pertinent offices currently unequipped. Additionally, the Court believes it's necessary to upgrade and expand the panic notification system so front door security staff are alerted in real time in instances of distress. Lastly, installation of a push button locking system for the public entrance of the building which will provide security staff the ability to instantly restrict building access in emergency situations.

The Court received correspondence from MMRMA indicating approved grant funding in amount of \$24,191.91 for the proposed enhancements; the projected total cost of the project is \$48,383.82.

Grant recipients are required to sponsor all project costs in their entirety before submitting invoices and proof of payment receipts to MMRMA for funding reimbursement. As such, the Court would respectfully request a budgetary increase to line 11360-97125 in the amount of \$4,191.82 to cover the Township's match. The Court would further request the reimbursement from MMRMA be posted to 11360-97125 in order to make up the difference.

On behalf of the 51st District Court I would like to thank the Board for its consideration, and would welcome the opportunity to answer any questions.

Moved by Bartolotta;

Seconded by Thomas, RESOLVED, to accept the Michigan Municipal Risk Management Authority grant to cover security enchantments and increase the budget increate to line 11360-97125 in the amount of four thousand, one hundred ninety-one dollars and eight-two cents (\$4,191.81).

Clerk Camilleri asked to take the money from the wages line item vs. the general fund. The Court recently advised the Board that due to reorganization that they would save approximately fifteen thousand (\$15,000.00) dollars. Judge Kuhn and Derek Diederich, Budget Director, agreed to that change.

Trustee Bartolotta and Trustee Thomas amended their motion.

Moved by Bartolotta;

Seconded by Thomas, RESOLVED, to accept the Michigan Municipal Risk Management Authority grant to cover security enchantments and increase the budget line item 11360-97125 in the amount of four thousand, one hundred ninety-one dollars and eight-two cents (\$4,191.81) and decrease line item 11360-70200 in the same amount; a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

7. Software Maintenance Renewals

The following memo was received from Jared Black, IS Director.

The Township utilizes many software products that require some sort of annual support contract. These contracts provide the following items:

1. Licensing for upgraded versions of the product as they come out
2. Patches and updates necessary to maintain security and correct operation
3. Technical support
4. Updates to forms and reports that change on a regular basis (for example, payroll tax forms in the financial system)

For many software products, such annual contracts are not optional, but are essential to the continued use of the products.

We have two such systems with contract renewals in January of each year, and each one is in excess of the \$25,000 amount that requires Township Board approval. The vendors that provide these contracts need to have Single Source status for these maintenance agreements, because it is not possible for any other vendor to provide support for them. The support agreement or subscription service must come from the vendor that created the product in the first place; the only way to have a different company provide these services would be to switch to a different product altogether, which could cost many times the amount of the annual contract and would cause significant business disruption.

These two are considered "Enterprise" level systems, which means that they are essential parts of our operations that are of such importance that several departments would be unable to function without them. Enterprise systems are typically used by multiple departments, and are necessary to run the core of our operations. These are established products that were implemented many years ago (following a sealed bid process wherein the particular product was chosen) and have been in continual use since then. These annual maintenance agreements are a matter of routine as long as we continue to use these products.

The two systems that need to be renewed this month are:

1. Munis (Tyler Technologies)
2. OnBase (Hyland Software)

Munis is the software used for the Township's finances, accounting, payroll, procurement and utility billing. This is a major mission-critical system. Of all the systems we maintain, this is one of the most important. Renewal of this contract is not optional.

OnBase is the software used for storing and retrieving documents from various departments. This system is used to maintain and organize every manner of documents including payroll paperwork, engineering drawings, land records, DPW project information, meeting minutes, bidding documents, procurement documentation, employee files, job applicant information, financial documents, contracts, cemetery records, permits, pension board records, and so on. Many Township departments are heavily dependent on this system, and we are continually expanding the scope of what records are stored in this system. This system is also mission-critical for many Township departments for whom renewing this maintenance is not optional.

The amounts in question are as follows:

- Munis: \$63,422.05
- OnBase: \$49,499.20

Software Maintenance Renewals Continued.

These amounts will be distributed among General Services, Water & Sewer, Parks & Recreation, Police, Fire, Library and Cable according to the usage of these systems by departments within those funds.

Attached are copies of the invoices along with a spreadsheet that details which funds will be allocated to these expenses.

At this time I would request that the Township Board approve the renewal of these contracts and the payment of the invoices in the amounts indicated above.

Moved by Camilleri;

Seconded by Joliat, RESOLVED, to approve the renewal of the MUNIS – Tyler Technologies contract in the amount of sixty-three thousand, four hundred twenty-two dollars and five cents (\$63,422.05) and the OnBase – Hyland Software contract in the amount of forty-nine thousand, four hundred twenty-two dollars and twenty cents (\$49,499.20); a roll call vote was taken.

Ayes: Wall, Camilleri, Birch, Bartolotta, Healy, Joliat and Thomas

Nays: None

Absent: None

Motion carried unanimously.

8. Appointment of Stan Moore to the Civil Service Commission

The following memo was received from Supervisor Wall.

After more than 31 years of service to the Waterford Community and Waterford's Police and Fire personnel, Garry Garretson has tendered his resignation from the Civil Service Commission. We are grateful to Mr. Garretson for his significant volunteerism in this capacity and we wish him well in his endeavors.

To fill this vacancy on the Civil Service Commission, I respectfully request the Township Board's approval for the appointment of Stan Moore to the Civil Service Commission to complete Mr. Garretson's term to expire March 8, 2021.

The Civil Service Commission is responsible for holding formal hearings based on the written request of a Civil Service Employee or other party in order to investigate matters concerning the enforcement of the Act, the Civil Service Rules and Regulations, and to hear appeals of disciplinary actions or matters concerning the status on applicants on eligibility lists.

Mr. Moore is a lifelong Waterford resident, graduate of Waterford Mott High School, Waterford business owner, former Waterford Township Trustee as well as a current member of the Economic Development Corporation and Zoning Board of Appeals. His experience, knowledge and demonstrated commitment to the Waterford community make him an excellent candidate for this important role on the Civil Service Commission.

Thank you for your consideration.

Appointment of Stan Moore to the Civil Service Commission.

Moved by Birch;

Seconded by Joliat, RESOLVED, to appoint Stanley Moore to the Civil Service Commission to complete the remaining portion of Garry Garretson's term; term to expire March 8, 2021.

Motion carried unanimously.

9. Appointment of Todd Bonnavier to the Zoning Board of Appeals Alternate

The following memo was received from Supervisor Wall.

I respectfully request the Township Board approve the appointment of Waterford resident and business owner Todd Bonnavier as an alternate for the Zoning Board of Appeals. In March 2016, it was requested by Development Services that we establish and appoint two alternate ZBA members who could be called upon if another Board member was unable to attend a meeting to ensure a full Board is in place to hear ZBA cases.

In October 2016, alternate Todd Hoffman became a full-time ZBA member creating this vacancy I'm requesting be filled by Mr. Bonnavier. Mr. Bonnavier will complete the original term to expire March 31, 2019.

The Zoning Board of Appeals is responsible for:

- Hearing requests for variances from the non-use requirements of the Zoning Ordinance, and granting such variances where practical difficulties exist.
- Conducting appeals of administrative actions made in carrying out or enforcing any Ordinance provisions.
- Hearing and deciding requests for interpretation of the Ordinance.
- Hearing and deciding appeals from the decision of the Planning Commission regarding special approval uses.

Mr. Bonnavier is a licensed builder and long-time Waterford resident and business owner. His extensive career in the building trades more than qualifies him to serve on this board and apply his knowledge and expertise in making fair and informed decisions in this capacity.

Thank you for your consideration.

Moved by Birch,

Seconded by Joliat, RESOLVED, to appoint Mr. Todd Bonnavier to the Zoning Board of Appeals Alternate to the remainder of Todd Hoffman's three year term; term to expire March 31, 2019.

Motion carried unanimously.

10. Notice of a New SDM Liquor License, 2524 Dixie Highway

Clerk Camilleri advised that all requirements have been met for a new SDM Liquor License at 2524 Dixie Highway.

11. Banner Permit – Waterford Coalition for Youth

Clerk Camilleri received a banner request form the Waterford Coalition for Youth to hang banners for the 2017 Taste of Waterford. All requirements have been met.

Moved by Bartolotta;

Seconded by Thomas, RESOLVED, to approve the Waterford Coalition for Youth's, 2017 Taste of Waterford Banners to hang February 4, 2017 through February 25, 2017; further to direct the Clerk to apply for the necessary permits with the State and County.

Motion carried unanimously.

12. Public Comments

David Weyhing, 6192 Anders, invited the Board to the Ribbon Cutting for Media Network on February 1st. The Ribbon Cutting will be taking place Media Network's new home located in the Waterford Mott High School, 1151 Scott Lake Road. The Ribbon Cutting will take place from 12:00 p.m. to 1:00 p.m. and the open house will continue until 6:00 p.m.

ADJOURNMENT

Moved by Camilleri;

Seconded by Joliat; RESOLVED, to adjourn the meeting at 6:54 p.m.

Motion carried unanimously.



Sue Camilleri, Clerk



Gary Wall, Supervisor

1/19/2017 10:30 | WATERFORD TOWNSHIP
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| apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

HECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
270385	01/23/2017	PRINTED	011036 A&M PLUMBING	169.23			
270386	01/23/2017	PRINTED	011730 ARROW PRINTING	730.82			
270387	01/23/2017	PRINTED	013377 AIR CENTER INC	2,093.57			
270388	01/23/2017	PRINTED	014472 ALPHA DIRECTIONAL BORING	1,200.00			
270389	01/23/2017	PRINTED	021079 BAKER & TAYLOR BOOKS	106.14			
270390	01/23/2017	PRINTED	023072 JUSTIN BARNETT	350.00			
270391	01/23/2017	PRINTED	023872 BUSSARD APPL PARTS INC	4.00			
270392	01/23/2017	PRINTED	043202 CENTER POINT LARGE PRINT	579.42			
270393	01/23/2017	PRINTED	043331 CHEMCO PRODUCTS INC	250.00			
270394	01/23/2017	PRINTED	043622 COMSOURCE INC	298.50			
270395	01/23/2017	PRINTED	053389 LUNGHAMER GMC INC	499.98			
270396	01/23/2017	PRINTED	053400 DIG-SMART LLC	3,840.00			
270397	01/23/2017	PRINTED	053580 DOORS OF PONTIAC	824.00			
270398	01/23/2017	PRINTED	063476 ELECTROCOMM-MICHIGAN, INC	100.00			
270399	01/23/2017	PRINTED	063482 EMERGENCY MEDICAL PRODUCT	249.75			
270400	01/23/2017	PRINTED	064008 ELECTRONIC MONITORING SYS	369.50			
270401	01/23/2017	PRINTED	083051 TAREK FAKHOURI	300.00			
270402	01/23/2017	PRINTED	083219 GRANT R FELLOWS	663.24			
270403	01/23/2017	PRINTED	083436 FIVE STAR ASSET MANAGEMEN	269.00			
270404	01/23/2017	PRINTED	091835 GUNNERS METERS & PARTS IN	4,986.00			
270405	01/23/2017	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	2,111.12			
270406	01/23/2017	PRINTED	103031 HALT FIRE INC	503.75			
270407	01/23/2017	PRINTED	113551 NICHOLS PAPER & SUPPLY CO	674.48			
270408	01/23/2017	PRINTED	121011 J&B MEDICAL SUPPLY	691.50			
270409	01/23/2017	PRINTED	121560 JOES ARMY NAVY	48.50			
270410	01/23/2017	PRINTED	121570 JOHNSON & ANDERSON INC	673.50			
270411	01/23/2017	PRINTED	121571 JONES & BARTLET LEARNING,	5,571.75			
270412	01/23/2017	PRINTED	143240 KETTERING COMMONS ASSOCIA	8.59			
270413	01/23/2017	PRINTED	151011 LTM AUTO TRUCK AND TRAILER	205.41			
270414	01/23/2017	PRINTED	153240 LESLIE TIRE	30.00			
270415	01/23/2017	PRINTED	153367 THE LIBRARY NETWORK	728.35			
270416	01/23/2017	PRINTED	161570 MONTGOMERY & SONS INC	210.00			
270417	01/23/2017	PRINTED	163107 MADISON GENERATOR SERVICE	538.00			
270418	01/23/2017	PRINTED	174431 STATE OF MICHIGAN	25.00			
270419	01/23/2017	PRINTED	174431 STATE OF MICHIGAN	800.00			
270420	01/23/2017	PRINTED	174478 STATE OF MICHIGAN	264.00			
270421	01/23/2017	PRINTED	183952 NYE UNIFORM COMPANY	430.00			
270422	01/23/2017	PRINTED	191884 OVERHEAD DOOR WEST COMMER	354.00			
270423	01/23/2017	PRINTED	193456 DOUGLAS K OLIVER	30.00			
270424	01/23/2017	PRINTED	204040 OAKLAND COUNTY	5,170.94			
270425	01/23/2017	PRINTED	204547 OAKLAND COUNTY CLERK ASSO	25.00			
270426	01/23/2017	PRINTED	227232 DION BUTLER	55.00			
270427	01/23/2017	PRINTED	233839 QUALITY FIRST AID AND SAF	317.51			
270428	01/23/2017	PRINTED	241008 RKA PETROLEUM COMPANIES,	1,205.27			
270429	01/23/2017	PRINTED	243040 PENGUIN RANDOM HOUSE LLC	26.25			
270430	01/23/2017	PRINTED	243228 STELLA REYES	270.00			
270431	01/23/2017	PRINTED	243602 ROMULUS PUBLIC LIBRARY	300.00			
270432	01/23/2017	PRINTED	251014 SMAFC	85.00			
270433	01/23/2017	PRINTED	253160 SCRAMBLIN FEEDS	232.50			
270434	01/23/2017	PRINTED	253292 SHIELDS BAG & PRINTING CO	250.00			
270435	01/23/2017	PRINTED	263749 TRANSACT TECHNOLOGIES	183.34			
270436	01/23/2017	PRINTED	271016 US BANK EQUIPMENT FINANCE	153.16			

All 2017
Invoices.

1/19/2017 10:30 | WATERFORD TOWNSHIP
lievois | AP CHECK RECONCILIATION REGISTER

| P 2
| apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

HECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE

270437	01/23/2017	PRINTED	273533 UNIFIRST CORP	356.36			
270438	01/23/2017	PRINTED	273542 UNIQUE MGMT SERVICES INC	196.90			
270439	01/23/2017	PRINTED	293016 WATERFORD AREA CHAMBER OF	195.00			
270440	01/23/2017	PRINTED	336738 MARTIN YONO	22,257.00			

56 CHECKS

CASH ACCOUNT TOTAL

63,060.33

.00

