

**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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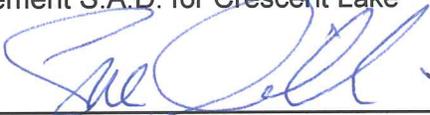
**Sue Camilleri**  
Clerk  
scamilleri@waterfordmi.gov

**Kari Vlaeminck**  
Deputy Clerk  
kvlaeminck@waterfordmi.gov

**SYNOPSIS**

**PROCEEDINGS OF THE  
CHARTER TOWNSHIP OF WATERFORD  
BOARD OF TRUSTEES  
REGULAR MEETING  
MONDAY, JANUARY 22, 2018**

- Approved      Agenda – January 22, 2018
- Approved      Consent Agenda
  - January 8, 2018, Meeting Minutes
  - January 22, 2018, Bill Payment
  - Receive the Cable Department's December 2017 Report
  - Receive the Clerk's Office November 2017 Report
  - Receive the Clerk's Office 2017- 4th Quarter Business License Report
  - Receive the Department Of Public Works' October 2017 Report
  - Receive Development Services' October and November 2017 Reports
  - Receive the Fire Department's December 2017 Report
  - Receive the IT Department's September and October 2017 Reports
  - Receive the Treasurer's Office December 2017 Report
  - Reappointment of Donna Kelley to the Parks and Recreation Board
  - Appointment of Nicole Alef to the Library Advisory Board
- Adopted      Consideration of Rezoning Case No.17-11-03, Skipper Properties, LLC, located at S.E. corner of Cass Elizabeth Road and Parkway, Parcel ID No. 13-35-301-001
- Adopted      Consideration of Rezoning Case No. 17-11-04, Vacant Property located on Rural Street, East off Dixie Highway, Parcel ID Nos. 13-04-253-013 and 13-04-253-014
- Approved      Resolution Withdrawing and Rescinding Application for Road Commission S.A.D. Improvement County Roads in Elizabeth Lake Golf and Country Club Summer Home Sites and Randgate Subdivision
- Approved      2018 NO HAZ (North Oakland Housing Hazardous Waste Consortium) Program Interlocal Agreement and Resolution
- Approved      Approval of 2018 Single Source Vendors
- Approved      Resolution to State legislators Regarding The Headlee Amendment
- Approved      Resolution of Tentative Declaration of Intent to Implement S.A.D. for Crescent Lake

  
\_\_\_\_\_  
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:**

Ruth Wagner  
Vaughn Wagner  
Marty Kuhn  
Bob Wollard  
Carole Wollard  
Steve M  
Crystal M  
Dawn Cito  
Joanne Ries

Joyce Hetherington  
Derek Diederich  
Joan Rogers  
Grant Smith, WAY  
Donna Wall  
Barb Miller  
Anthony R. Bogedin  
Jared Black  
Wendell Evans

Marc Leopold  
John Lyman  
Rebecca Irey  
Tom Wilhelm  
Johan Palazzo  
Jim Heinsimer  
Patrick Newland  
Kim DeConick

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 that defend our Country and then led the Pledge of Allegiance.

Roll call was taken and all Board Members were present.

**1. APPROVE AGENDA**

**1.1 January 22, 2018, Agenda**

Moved by Camilleri;

Seconded by Joliat, Resolved, to amend the January 22, 2018, agenda by deleting Awards and Presentation item 3.2 – Department of Corrections and Consent Agenda Item 4.6 DPW Report should say December 2017 Report.

Motion carried unanimously.

Moved by Birch;

Seconded by Joliat, RESOLVED, to approve the January 22, 2018, agenda as amended.

Motion carried unanimously.

**2. ANNOUNCEMENTS**

- 2.1** Waterford Township offers free recycling collection of magazines and cardboard including shipping boxes, cereal boxes, toothpaste boxes, etc. on the first Saturday of every month. The next collection will take place Saturday, February 3, 2018 from 9am to 1pm in the parking lot of Town Hall. Waterford residents only, please.
- 2.2** Winter 2017 property taxes are due and payable without penalty through Wednesday, February 14, 2018. Payments may be mailed, paid in person at the Waterford Township Treasurer's Office, placed in the afterhours drop box located near the lower entrance door to Town Hall, paid online through your financial institution, or paid through the Waterford Township website at [www.waterfordmi.gov](http://www.waterfordmi.gov). Please contact the Treasurer's office at 248-674-6220 with any questions.
- 2.3** Tickets are now on sale for the annual State of the Township Breakfast. Don't miss out on this opportunity to hear the latest news and plans in Waterford Township from speakers including Township Supervisor Gary Wall, Waterford School District Superintendent Keith Wunderlich, and Oakland Community College Chairman of the Board of Trustees John McCulloch. This year's event will take place Wednesday, February 21st at 7:30am at the Overtyme Fireside Lounge. Tickets are \$20 each and may be purchased at the Waterford Area Chamber of Commerce office or online at [www.waterfordchamber.org](http://www.waterfordchamber.org).
- 2.4** Oakland County Animal Control has announced an increase on the 2018 license fees effective January 1, 2018. This is the first increase in 24 years.  
The license fees are:  
    \$10.50 if dog is spayed or neutered  
    \$18.00 if dog is not spayed or neutered  
    \*\*\*If pet owner is a senior citizen (65 years or older):  
        \$ 9.75 if dog is spayed or neutered  
        \$16.50 if dog is not spayed or neutered
- 2.5** Keepsake Waterford Montage - Get Your Copy Now! Pick up your copy of the new Waterford montage featuring iconic locations around Waterford that will surely stir up some fond memories and hometown pride! A beautifully crafted artist's rendering to be displayed in your home, business location, or office for years to come. Just \$10 cash or check. Available at Town Hall in the Supervisor's office, the Waterford Public Library or the Waterford Chamber office while supplies last! Call 248-674-6201 for more information.
- 2.6** Waterford Township was voted the 10<sup>th</sup> safest community in Michigan.

**3. AWARDS AND PRESENTATIONS****3.1 Certificate of Achievement for Excellence in Financial Reporting – Barb Miller**

Supervisor Gary Wall and Sue Camilleri presented Barb Miller with a Certificate of Achievement for Excellence. The Board thanked her for her hard work and dedication and offered their congratulations.

Ms. Miller thanked the accounting staff, Dawn Cito, Lisa Lievois, and Julie Wallis for their work in accomplishing this award.

#### 4. CONSENT AGENDA

*Board Members may remove items from the Consent Agenda for discussion purposes or for the purpose of voting in opposition. Public comment for items removed from the consent agenda may be received in the same manner immediately following the Consent Agenda.*

- 4.1 January 08, 2018, Meeting Minutes
- 4.2 January 22, 2018, Bill Payment
- 4.3 Receive the Cable Department's December 2017 Report
- 4.4 Receive the Clerk's Office November 2017 Report
- 4.5 Receive the Clerk's Office 2017- 4th Quarter Business License Report
- 4.6 Receive the Department Of Public Works' December 2017 Report
- 4.7 Receive Development Services' October and November 2017 Reports
- 4.8 Receive the Fire Department's December 2017 Report
- 4.9 Receive the IT Department's September and October 2017 Reports
- 4.10 Receive the Treasurer's Office December 2017 Report
- 4.11 Reappointment of Donna Kelley to the Parks and Recreation Board

The following memo was submitted by Supervisor Wall.

I respectfully request the Township Board's approval for the reappointment of Waterford resident and former Trustee Donna Kelley to the Parks and Recreation Board for a three-year term through December 31, 2020.

The Waterford Township Parks and Recreation Department as directed by its Board serves a critical role in providing programs and services related to enhancing the quality of life for Waterford residents, as well as conserving and protecting the Township's natural resources.

Donna has served on the Parks and Recreation Board as both a Township Board liaison and resident-at-large and she wishes to continue contributing ideas and guidance to help steer and grow Waterford's recreation programs. I believe she has made valuable contributions and will continue to help the Waterford Parks and Recreation programs and facilities remain both viable and relevant to the community.

Thank you for your consideration.

- 4.12 Appointment of Nicole Alef to the Library Advisory Board

The following memo was submitted by Supervisor Wall.

On December 31, 2017 Cheryl Kozell's second term serving on the Library Advisory Board expired. Library Advisory Board members are limited to serving two consecutive terms, therefore Ms. Kozell's position will need to be filled by another candidate. Cheryl served the Waterford community diligently as a member of the Library Board and we appreciate her time and efforts in this capacity.

At this time, I respectfully request the Township Board's approval for the appointment of Waterford resident Nicole Alef to the Library Advisory Board for a three-year term to expire December 31, 2020. As you are aware, the Library Advisory Board is responsible for working with the Director to establish long-range planning and goal setting for the Township library operations.

Consent Agenda Continued.

Ms. Alef is a frequent patron and supporter of the Library and has expressed interest in serving Waterford residents in this capacity as a representative on the Library Board. Her experience as a professional writer and avid reader combined with her commitment to the community make her an excellent candidate to contribute effectively to the Library Advisory Board.

Joan Rogers, Library Director also supports Ms. Alef's appointment to this position.

Thank you for your consideration.

Moved by Camilleri;

Seconded by Joliat; RESOLVED, to approve Consent Agenda Items 4.1 through 4.12; a roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

**5. BOARD LIASON REPORTS (VERBAL)**

**Trustee Bartolotta**

**Waterford Youth Assistance**

Grant Smith is in the running for the Governor's Service Award for 2018 - Mentor of the Year.

**Planning commission**

The Planning Commission is in the process of reviewing the Master Plan.

**Clerk Camilleri**

**Library**

The Kick-off event for Poetry Leaves was held last Friday evening, including a performance Poet, keyboard Jazz player, food from Dorsey Culinary School, and beverages from Russ' Party Store. The next will be held on Thursday, January 25, 2018. Clerk Camilleri encouraged people to try poetry as you may find something you enjoy.

**Trustee Joliat**

**Drayton Plains Nature Center**

The Drayton Plains Nature Center/ Parks and Recreation is looking for a Caretaker. For more information visit the township's website at [www.waterfordmi.gov](http://www.waterfordmi.gov) or contact 248-674-6252.

**6 OLD BUSINESS****6.1 Rezoning Case No. 17-11-03, Skipper Properties, LLC Located at the S.E. Corner of Cass Elizabeth Road and Parkway; Parcel ID No. 13-35-301-001**

The following memo was received from Larry Lockwood, Superintendent of Planning and Zoning.

This rezoning application by Skipper Properties, LLC, is a request to rezone the above referenced property from C-2, Small Business District to CR, Commercial Recreation District. The subject property, which was formerly known as the Tomato Kitchen carryout restaurant, has since been demolished. The property was recently purchased in combination with adjacent Sun & Ski Marina property in order to provide for a redevelopment of the marina to a more modern and efficient marina facility.

**Zoning History:**

1950 – 1960:	Recreation 1
1960 – 1963:	Commercial 1
1963 – 1981:	RA-2, Commercial Recreation
1981 – 2010:	C-2, General Business
2010 – Present:	C-2, Small Business

**Master Plan:** The Master Plan for the subject property shows Community Business. During the last Master plan update in 2003, the subject property (0.26 acres) was identified as community business as a “stand alone” parcel. The Master Plan designation for the adjacent Sun & Ski Marina property is currently shown as Multiple Family residential.

The Planning Commission reviewed this rezoning application at their December 12, 2017 meeting and resolved 6-0 (with Commissioner Reno absent) to forward a favorable recommendation for the request to rezone from C-2 to CR on to the Township Board (please see attached meeting minutes).

Based upon the Planning Commission’s favorable recommendation in this rezoning case, if the Board wants to consider adopting the requested rezoning to CR, Commercial Recreation District, the appropriate motion would be to introduce the ordinance and schedule it for possible adoption at the January 22, 2018 meeting.

However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the ordinance and deny the rezoning. Staff will be available at Monday’s meeting for any questions on this case. However, if you have any questions in advance of the meeting, please contact this office.

Moved by Bartolotta,

Seconded by Camilleri, RESOLVED, to approve Rezoning Case No 17-11-03, Skipper Properties, LLC, located at the Southeast Corner of Cass Elizabeth Road and Parkway, Parcel No. 13-35-301-001 from C-2, General Business to C-R, Commercial Recreation District. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

**6.2 Rezoning Case No. 17-11-04, Vacant Property Located on Rural Street, East off Dixie Hwy; Parcel ID 13-04-253-013 and 13-04-253-014**

The following memo was received from Larry Lockwood, Superintendent of Planning and Zoning.

This rezoning application by Tom Wilhelm, is a request to rezone two (2) platted acreage lots on Rural St. from R-1, Single Family Residential to R-1E, Single Family Attached Residential. As you may recall, Mr. Wilhelm had presented an initial rezoning request in November to rezone the subject property to the R-1E, Single Family Attached district. That case (17-10-02) was not supported by the Planning Commission and subsequently not supported by the Township Board.

**Zoning History:** 1950 – 1960: Residential I  
1960 – 2010: C-2, General Business  
2010 – Present: R-1, Single Family Residential

**Master Plan:** The Master Plan for this property shows single family residential. This designation provides for a limited range of single family density classifications, from a low density of one dwelling unit per acre to a high density of 5.5 dwelling units per acre.

The subject lots 13 & 14 are part of the Waterford Farms subdivision along Rural St. which was established in 1940. At that time, the original intent was to provide larger lot sizes of one (1) acre or greater, for residential development and associated small farm activities.  
R-1B, Single Family Residential District (please see attached draft meeting minutes).

**Township Board Action**

Based upon the Planning Commission's unfavorable recommendation in this rezoning case, if the Board does not want to adopt the requested rezoning of R-1B, Single Family Residential, the appropriate motion would be to not introduce the ordinance and deny the rezoning.

However, if the Board wants to consider adopting the requested rezoning, the appropriate motion would be to introduce the ordinance and schedule it for possible adoption at the January 22, 2018 meeting.

Staff will be available at Monday's meeting for any questions on this case. However, if you have any questions in advance of the meeting, please contact this office.

Moved by Camilleri,

Seconded by Thomas; RESOLVED, to adopt Rezoning Case No 17-11-04 Vacant Property Located on Rural Street, East off Dixie Hwy; Parcel ID 13-04-253-013 and 13-04-253-014 from R-1, Single Family Residential to R-1B, Single Family Residential.. A roll call vote was taken.

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

Nays: None

Absent: None

Motion carried unanimously.

6.3 Resolution Withdrawing and Rescinding Application for Road Commission S.A. D. Improvement County Roads in Elizabeth Lake Golf and Country Club Summer Home Sites Subdivision

The following Resolution was submitted by Treasurer Margaret Birch.

CHARTER TOWNSHIP OF WATERFORD

RESOLUTION WITHDRAWING AND RESCINDING APPLICATION FOR ROAD COMMISSION SAD IMPROVEMENT OF COUNTY ROADS IN ELIZABETH LAKE GOLF AND COUNTRY CLUB SUMMER HOME SITES AND RANDGATE SUBDIVISION

RECITALS:

- A. By a Resolution adopted November 13, 2017 ("Resolution"), the Township Board of Trustees applied to the Road Commission for Oakland County ("RCOC") Board of County Road Commissioners of the County of Oakland, for the paving improvement of Motorway Drive, Westlawn Parkway, and Lodi Drive in the Elizabeth Lake Golf and Country Club Summer Home Sites and Randgate Subdivision in the Township, in the same manner as was petitioned for under RCOC's SAD No. 23256, and authorized and directed the Township Clerk to submit that Resolution to RCOC for receipt and acceptance.
B. Under Public Act No. 246 of 1931, the Resolution initiated the SAD process by RCOC as an alternative to property owner petitions representing more than 51% of lineal frontage on each road proposed for paving.
C. The Resolution was received by RCOC and resulted in an RCOC hearing on necessity being scheduled for and held on January 3, 2018, during which property owner positions were presented that were not presented to the Township Board on November 13, 2017.
D. Although possible adoption of the Resolution was posted on the Township Board's Agenda for November 13, 2017, at least some property owners have complained regarding the lack of any other prior notice that the Resolution was to be considered.
E. Based on property owner positions that have come to the Board's attention since November 13, 2017, the Township Board has determined to adopt this resolution.

IT IS THEREFORE RESOLVED, that the Township Board withdraws its application to the Road Commission for Oakland County ("RCOC") Board of County Road Commissioners of the County of Oakland, for the paving improvement of Motorway Drive, Westlawn Parkway, and Lodi Drive in the Elizabeth Lake Golf and Country Club Summer Home Sites Subdivision in the Township, in the same manner as was petitioned for under RCOC's SAD No. 23256, and rescinds its Resolution adopted November 13, 2017, that made the application.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on January 22, 2018.

Charter Township of Waterford

Date

Sue Camilleri, Township Clerk

Resolution Withdrawing and Rescinding Application for Road Commission S.A. D. Improvement County Roads in Elizabeth Lake Golf and Country Club Summer Home Sites Subdivision Continued.

John Palazzo, Motorway – yes; wants to explore more options  
Mike Theilen, Motorway – no; didn't receive proper notice  
Rebecca Irey, Motorway – yes; on committee, there were no deceptive statements were made  
Tom Secoy, Westlawn – yes; the roads need repaving – they are junk  
Carol Wallard, Westland – yes; on committee, the roads are unsafe and it will cost more next year  
Margaret Theilen, Motorway – no; it was not processed properly  
Clif Irey; Motorway – yes; he should have got involved earlier and the road should be fixed.  
Rochelle Denpou, Motorway – the 1<sup>st</sup> try it didn't pass it was not transparent or done correctly  
Kim Conik, Motorway – yes – on 1st committee and at the annual association meeting they voted to continue acting in best interest of neighborhood in favor of paving and acting with integrity  
Mark Leopold, Motorway – OCRC follows Michigan statue and he is disappointed in the process  
Anthony Bogodon, Motorway – many garbage trucks travel on their road along with speeders  
Colleen Murphy, Westlawn – yes, she thanked those who helped with petitions and stated house values were impacted

Moved by Birch;

Seconded by Bartolotta, RESOLVED, to adopt the Resolution Withdrawing and Rescinding the Application for Road Commission S.A.D. Improvement County Roads in Elizabeth Lake Golf and Country Club Summer Home Sites and Randgate Subdivision. A roll call vote was taken.

Ayes: Birch, Bartolotta, Healy, and Thomas

Nays: Wall, Camilleri, and Joliat

Absent: None

Motion carried.

7 **NEW BUSINESS**

7.1 **2018 NO Haz (North Oakland Housing Hazardous Waste Consortium) Program Interlocal Agreement and Resolution.**

**The following memo was received from Stacy St. James, Environmental 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.

2018 NO Haz (North Oakland Housing Hazardous Waste Consortium) Program Interlocal Agreement and Resolution Continued.

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 2018, our estimated obligation is \$15,412.35. It is proposed to have the program costs funded through the following accounts:

59044-84500 - DPW Professional Services (\$7,706.18)

17470-96410 - Environmental Projects (\$7,706.18)

Attached you will find the 2018 Interlocal Agreement and associated Resolution.

**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, Waterford Township, hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature, and

*Be it Further Resolved:* That we will charge residents \$15 to participate in NO HAZ events in 2018, 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 2018.

2018 NO Haz (North Oakland Housing Hazardous Waste Consortium) Program Interlocal Agreement and Resolution Continued.

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 22<sup>nd</sup>, 2018.

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Sue Camilleri, Clerk  
The Charter Township of Waterford

A copy of the 2018 Interlocal Agreement is attached to these minutes.

Moved by Camilleri;  
Seconded by Birch, RESOLVED, to adopt the The North Oakland Household Hazardous Waste Consortium and to authorize Supervisor Wall to sign the 2018 Interlocal NoHAZ Agreement. A roll call vote was taken.

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

Motion carried unanimously.

**7.2 Approval of 2018 Single Source Vendors**

The following memo was received from Dawn Cito, Purchasing and Accounting Coordinator.

I have attached a list of Single Source Vendors from all Departments within the Township for your approval.

This list follows the Township Procurement Policy for Single Source Vendors – Section 3 Procurement Methods - 1.3 Single Source Purchase.

The list is broken down by Department listing the vendor name, type of product or service and explanation code(s) for each.

Thank you

Moved by Joliat,  
Seconded by Bartolotta, RESOLVED, to approve a 2018 Single Source Vendors as presented. A copy of the list 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.

7.3 Resolution to State Legislators Regarding the Headlee Amendment

Clerk Camilleri read the following Resolution

RESOLUTION TO STATE LEGISLATORS REGARDING THE HEADLEE AMENDMENT

RECITALS:

- 1. The cost of living, adjusted for inflation, increased 29.58% from 2004 to 2017 while Waterford's average residential taxable value suffered a net loss of 16% in the same time frame. That is a differential of 45.58%.
2. The average property tax bill paid by Waterford residents in 2004 was \$622.00 and in 2017 was \$614.00. Absent the market downturn and assuming a 2% inflation rate, Waterford's average residential tax bill would have been \$805.00 in 2017, not \$614.00.
3. Anticipating a 2% inflation rate consistently over the years, Waterford will reach the taxable value we had in 2004 (\$63,845.00) in the year 2025, at which time our value adjusted for inflation, and absent the market crash, would have been \$96,767.00 in 2025. This represents a 35% loss in taxable value and tax revenue that cannot be recovered due to the Headlee Amendment limitations.
4. The Headlee Amendment impedes the ability of all municipalities to recover from the Great Recession by limiting tax increases to the rate of inflation or 5%, whichever is lower. And, in spite of the catastrophic economic losses to all municipalities, no downward protection has been put in place to prevent another out-of-control downturn in taxable values.

IT IS THEREFORE RESOLVED:

- 1. The Charter Township of Waterford Board of Trustees requests that the State Legislators enact a statute that limits a catastrophic downturn in taxable values
2. That the State Legislators amend the Headlee Amendment to state that the Headlee rollback does not take effect until such time as the taxable value of the property increases to the taxable value prior to the decline
3. That the State Legislators work to fix the broken model of funding that is currently in place in Michigan, reestablishing a fair distribution of tax revenue to all municipalities
4. And that the State Legislators make this work a high priority and act on it in the near future to provide economic protections to all the municipalities in the state.

YEAS:

NAYS:

ABSENT:

STATE OF MICHIGAN )
) ss
COUNTY OF OAKLAND)

I, the undersigned, the Clerk of the Charter Township of Waterford, County of Oakland, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Township Board of said Township held on the 22nd day of January, 2018, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act, MCL 15.261 et. seq.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 22nd day of January 2018.

Resolution to State Legislators Regarding the Headlee Amendment Continued.

\_\_\_\_\_  
Sue Camilleri, Clerk, Charter Township of Waterford

Moved by Joliat;  
Seconded by Bartolotta, RESOLVED to adopt the Resolution to State Legislators regarding the Headlee Amendment. A roll call vote was taken.

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

Motion carried unanimously.

**7.4 Resolution of Tentative Declaration of Intent to Implement S.A.D. for Crescent Lake.**

The following memo was received from Rob Merinsky, Development Services Director.

**RESOLUTION OF TENTATIVE DECLARATION  
OF INTENTION TO IMPLEMENT AN  
AQUATIC WEED AND PLANT CONTROL PROGRAM**

At a regular meeting of the Township Board (the "Board") of the Charter Township of Waterford, Oakland County, Michigan (the "Township"), held on the January 22, 2018.

PRESENT: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The Township Clerk presented to the Board (a) petitions circulated and signed by record owners of land whose total land area constitutes 68% of the total land area in the proposed special assessment district described in the following resolution, (b) a map showing the location of the proposed special improvement district, (c) a copy of a 5 year cost estimate from Aquatic Services, Inc. solicited by the record owners of Crescent Lake which includes a five-year cost estimate to eradicate and control aquatic weeds and plants in Crescent Lake (the "Program"), and (d) an executed copy of a proposal for services related to the management, monitoring, and study of Crescent lake to be performed by Aquest Corporation for the record owners of Crescent Lake which includes a total cost for said services 2017 and thereafter.

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED by the Township Board of the Charter Township of Waterford, Oakland County, Michigan, as follows:

The Board hereby tentatively declares its intention to implement the Special Assessment District and to assess the cost of the Program to the lands which will be especially benefited thereby, as set forth in the special assessment district described in Exhibit A attached hereto.

Resolution of Tentative Declaration of Intent to Implement S.A.D. for Crescent Lake Continued.

The aforesaid petitions, map, 5 year cost estimate from Aquatic Services, Inc., and executed copy of a proposal for services related to the management, monitoring, and study of Crescent lake to be performed by Aquest Corporation for the record owners of Crescent Lake shall be filed in the office of the Township Clerk for public examination.

The aforesaid Program shall be known as the Crescent Lake Aquatic Weed and Plant Control Program and the special assessment district therefore shall be known as the Crescent Lake Aquatic Weed and Plant Control Program Special Assessment District.

The estimated total cost of the Program is \$79,530.00 and is broken done annually as follows:

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Estimated Cost	\$15,906	\$15,906	\$15,906	\$15,906	\$15,906

The special assessments shall be payable in annual installments which shall become due at such time as the Board shall hereafter determine. Said annual assessments will be collected in advance to cover annual costs and it is anticipated that the entire costs of the Program will be assessed against lands in the special assessment district.

This Board shall meet at 6:00 p.m., Eastern Standard Time, on February 26, 2018, at the Township Hall located at 5200 Civic Center Drive, Waterford, Michigan, to hear and consider any objections submitted by any interested persons with respect to the petitions, the Program and the assessing of the cost thereof to the special assessment district. The Township Clerk shall give notice of such hearing by publication of the same twice in *The Oakland Press*, or another newspaper having general circulation in the Township, and by sending by first class United States Mail, postage thereon fully prepaid, a copy of said notice addressed to the record owner or party in interest in whose name any land in the special assessment district is assessed on the Township's last preceding tax assessment roll for ad valorem tax purposes which was reviewed by the Township board of review, as supplemented by any subsequent changes in the names or the addresses of the owners or parties listed on that roll. If a record owner's name does not appear on the Township tax assessment records, then such notice shall be given to the record owner at the address shown by the records of the county register of deeds. The first publication and the mailing shall be at least ten (10) days prior to the date of the hearing. The notice shall contain the information required by Act No. 188, Public Acts of Michigan, 1954, as amended.

RESOLUTION DECLARED ADOPTED.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF OAKLAND        )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Waterford, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Township Board, held on the January 22, 2018, the original of which is on file in my office.

Resolution of Tentative Declaration of Intent to Implement S.A.D. for Crescent Lake Continued.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 22<sup>nd</sup> day of January, 2018.

\_\_\_\_\_  
Sue Camilleri  
Clerk

Moved by Camilleri;  
Seconded by Thomas, RESOLVED to adopt the Resolution of Tentative Declaration of Intent to Implement S.A.D. for Crescent Lake Road and to schedule a public hearing for Monday, February 26, 2018, at 6:00 p.m. A roll call vote was taken.

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

Motion carried unanimously.

**7.5 Public Comments**

- **Grant Smith, Waterford Youth Assistance** January is Mentor's month. He encourages everyone to consider being a mentor. He's been a mentor over 7 years and believes he has helped those two young student become fine young men. Please make a commitment to a child and visit once each week. Are you willing to share a little bit of yourself with a youngster? Contact Waterford Youth Assistance at 618-7392 or [www.waterforyouthassistance.com](http://www.waterforyouthassistance.com), or [www.mentormichigan.org](http://www.mentormichigan.org). Mr. Smith left the Board with a quote from Booker T. Washington, "If you want to lift yourself up , lift someone else." - Booker T. Washington

**ADJOURNMENT**

Moved by Joliat;  
Seconded by Healy, RESOLVED, to adjourn the meeting at 7:21 p.m.

Motion carried unanimously.

  
\_\_\_\_\_  
Sue Camilleri, Clerk

  
\_\_\_\_\_  
Gary Wall, Supervisor

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
275841	01/22/2018	PRINTED	011292 AIRGAS USA, LLC	84.75			
275842	01/22/2018	PRINTED	011730 ARROW PRINTING	538.98			
275843	01/22/2018	PRINTED	023068 K & Q LAW, PC	350.00			
275844	01/22/2018	PRINTED	023073 ANDREA BADALUCCO	350.00			
275845	01/22/2018	PRINTED	032467 AYAR CONSTRUCTION	600.00			
275846	01/22/2018	PRINTED	043331 CHEMCO PRODUCTS INC	14,738.10			
275847	01/22/2018	PRINTED	044074 COUNTRY WATER TREATMENT I	70.49			
275848	01/22/2018	PRINTED	051029 D'S TEES INC	551.80			
275849	01/22/2018	PRINTED	053580 DOORS OF PONTIAC	719.40			
275850	01/22/2018	PRINTED	083746 FRANKLIN SPORTS, INC	210.00			
275851	01/22/2018	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	7,884.94			
275852	01/22/2018	PRINTED	093705 GRAINGER	697.74			
275853	01/22/2018	PRINTED	103249 HEWLETT-PACKARD FINANCIAL	965.26			
275854	01/22/2018	PRINTED	111112 IBM CORP	870.45			
275855	01/22/2018	PRINTED	113551 NICHOLS PAPER & SUPPLY CO	137.13			
275856	01/22/2018	PRINTED	121011 J&B MEDICAL SUPPLY	3,154.40			
275857	01/22/2018	PRINTED	121135 JC WATER TREATMENT INC	480.60			
275858	01/22/2018	PRINTED	121560 JOES ARMY NAVY	35.00			
275859	01/22/2018	PRINTED	121571 JONES & BARTLET LEARNING,	4,844.25			
275860	01/22/2018	PRINTED	143542 KNOWBE4, INC	6,560.00			
275861	01/22/2018	PRINTED	151011 LTM AUTO TRUCK AND TRAILER	2,887.29			
275862	01/22/2018	PRINTED	153068 OSCAR W LARSON CO	265.45			
275863	01/22/2018	PRINTED	153367 LIBRARY NETWORK, THE	14,985.02			
275864	01/22/2018	PRINTED	161140 MCNABS HARDWARE	113.55			
275865	01/22/2018	PRINTED	163437 MICHIGAN LIBRARY ASSOCIAT	85.00			
275866	01/22/2018	PRINTED	174620 MPARKS	1,080.00			
275867	01/22/2018	PRINTED	174721 STATE OF MICHIGAN	180.00			
275868	01/22/2018	PRINTED	183952 NYE UNIFORM COMPANY	2,461.04			
275869	01/22/2018	PRINTED	193074 MEDIA NEWS-21CM ADVERTISI	140.72			
275870	01/22/2018	PRINTED	193273 OFFICE DEPOT	21.21			
275871	01/22/2018	PRINTED	204040 OAKLAND COUNTY TREASURER	5,069.48			
275872	01/22/2018	PRINTED	213566 COFFEE BREAK INC	71.95			
275873	01/22/2018	PRINTED	233839 QUALITY FIRST AID AND SAF	450.91			
275874	01/22/2018	PRINTED	243040 PENGUIN RANDOM HOUSE LLC	26.25			
275875	01/22/2018	PRINTED	243608 ROCKET ENTERPRISE INC	1,575.00			
275876	01/22/2018	PRINTED	243609 ROOTS CRANE SERVICE INC	875.00			
275877	01/22/2018	PRINTED	251014 SMAFC	40.00			
275878	01/22/2018	PRINTED	253293 HOWARD L SHIFMAN, P.C.	10,000.00			
275879	01/22/2018	PRINTED	254816 RICHARD STRENGER	300.00			
275880	01/22/2018	PRINTED	261701 TRI-COUNTY PLBG INSP ASSO	45.00			
275881	01/22/2018	PRINTED	263749 TRANSACT TECHNOLOGIES	181.58			
275882	01/22/2018	PRINTED	263772 TRENDSET COMMUNICATIONS G	4,583.33			
275883	01/22/2018	PRINTED	273533 UNIFIRST CORP	1,156.44			
275884	01/22/2018	PRINTED	273572 UNITEX DIRECT, INC	260.62			
275885	01/22/2018	PRINTED	283243 AMERICAN MESSAGING	129.97			
275886	01/22/2018	PRINTED	500246 MI MED SUPPLY	4,345.22			
275887	01/22/2018	PRINTED	500247 MICHIGAN ASSOCIATION FIRE	85.00			

47 CHECKS

CASH ACCOUNT TOTAL

95,258.32

.00

*Ok to release funds*

Advance Checks Already Mailed

Jan 9 -> Jan 18

01/18/2018 10:55 | WATERFORD TOWNSHIP  
llievois | 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
275702	01/09/2018	PRINTED	013684 AQUATIC SERVICES INC	1,500.00			
275703	01/09/2018	PRINTED	043582 COMPREHENSIVE RISK SERV I	61,690.10			
275704	01/09/2018	PRINTED	043722 SHARON CRAIN	448.11			
275705	01/09/2018	PRINTED	073604 BLAKE NELSON	104.50			
275706	01/09/2018	PRINTED	103249 HEWLETT-PACKARD FINANCIAL	965.26			
275707	01/09/2018	PRINTED	204040 OAKLAND COUNTY TREASURER	4,274.01			
275708	01/09/2018	PRINTED	227227 HARVEY COOPER	150.00			
275709	01/09/2018	PRINTED	251205 SECMAA	100.00			
275710	01/09/2018	PRINTED	254851 STANDARD INSURANCE COMPAN	6,919.95			
275711	01/11/2018	PRINTED	011730 ARROW PRINTING	316.88			
275712	01/11/2018	PRINTED	013455 ALERT-ALL CORP	360.00			
275713	01/11/2018	PRINTED	013685 APPLIED IMAGING	659.42			
275714	01/11/2018	PRINTED	014474 ALCOHOL DRUG ADMINISTRATI	258.00			
275715	01/11/2018	PRINTED	021079 BAKER & TAYLOR BOOKS	1,042.77			
275716	01/11/2018	PRINTED	021090 BLR	1,695.00			
275717	01/11/2018	PRINTED	021380 BILLS PLBG & SEWER SERV I	878.72			
275718	01/11/2018	PRINTED	023016 BATTERIES PLUS	192.50			
275719	01/11/2018	PRINTED	023784 BROWNSTOWN POLICE DEPARTM	61,355.26			
275720	01/11/2018	PRINTED	023854 BUSY BODIES	132.00			
275721	01/11/2018	PRINTED	041192 CDW GOVERNMENT INC	2,416.69			
275722	01/11/2018	PRINTED	043364 AT&T MOBILITY	66.52			
275723	01/11/2018	PRINTED	043622 COMSOURCE INC	6,083.88			
275724	01/11/2018	PRINTED	043626 CONSUMERS ENERGY	15,249.12			
275725	01/11/2018	PRINTED	043904 COMERICA COMMERCIAL CARD	767.52			
275726	01/11/2018	PRINTED	051007 DTE ENERGY	59,978.07			
275727	01/11/2018	PRINTED	053253 DTE ENERGY	54.05			
275728	01/11/2018	PRINTED	053389 LUNGHAMER GMC INC	454.14			
275729	01/11/2018	PRINTED	053420 DINGES FIRE COMPANY	6,162.97			
275730	01/11/2018	PRINTED	053580 DOORS OF PONTIAC	253.50			
275731	01/11/2018	PRINTED	073201 JOSHUA DORMAN	1,633.00			
275732	01/11/2018	PRINTED	082270 51ST DISTRICT COURT	26.17			
275733	01/11/2018	PRINTED	083047 DOLORES FARRELL	168.00			
275734	01/11/2018	PRINTED	083452 SUBURBAN FORD OF WATERFOR	332.48			
275735	01/11/2018	PRINTED	083580 FORSTER BROTHERS	92.00			
275736	01/11/2018	PRINTED	093565 GOODYEAR AUTO SERV CTR	747.60			
275737	01/11/2018	PRINTED	093825 GROSSE ILE POLICE DEPARTM	61,355.26			
275738	01/11/2018	PRINTED	101950 HYDRO CORP	2,947.00			
275739	01/11/2018	PRINTED	103023 HESCO	24,999.88			
275740	01/11/2018	PRINTED	103031 HALT FIRE INC	110.88			
275741	01/11/2018	PRINTED	103594 JOHN HOLMES	700.00			
275742	01/11/2018	PRINTED	103613 HOUSE ARREST SERVICES INC	194.25			
275743	01/11/2018	PRINTED	103640 TODD HOFFMAN	60.00			
275744	01/11/2018	PRINTED	113542 INGRAM LIBRARY SERVICES	48.63			
275745	01/11/2018	PRINTED	113551 NICHOLS PAPER & SUPPLY CO	669.29			
275746	01/11/2018	PRINTED	123023 JAIL ALTERNATIVES FOR MIC	314.00			
275747	01/11/2018	PRINTED	141440 K&K MAINTENANCE	252.19			
275748	01/11/2018	PRINTED	153240 LESLIE TIRE	308.00			
275749	01/11/2018	PRINTED	161140 MCNABS HARDWARE	52.12			
275750	01/11/2018	PRINTED	163158 MCNABB SAW SERVICE INC	10.49			
275751	01/11/2018	PRINTED	163371 MICHIGAN COURT SERV INC	262.00			
275752	01/11/2018	PRINTED	163489 DAVE MILLER LLC	90.00			
275753	01/11/2018	PRINTED	163608 STAN MOORE	60.00			

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
275754	01/11/2018	PRINTED	163851 COLLEEN MURPHY	60.00			
275755	01/11/2018	PRINTED	174456 STATE OF MICHIGAN	130.00			
275756	01/11/2018	PRINTED	174870 STATE OF MICHIGAN	27,686.05			
275757	01/11/2018	PRINTED	183952 NYE UNIFORM COMPANY	581.89			
275758	01/11/2018	PRINTED	191884 OVERHEAD DOOR WEST COMMER	118.00			
275759	01/11/2018	PRINTED	204040 OAKLAND COUNTY TREASURER	156.00			
275760	01/11/2018	PRINTED	204040 OAKLAND COUNTY TREASURER	316.80			
275761	01/11/2018	PRINTED	204040 OAKLAND COUNTY TREASURER	1,523.00			
275762	01/11/2018	PRINTED	204665 OAKLAND COUNTY TREASURER	19,723.80			
275763	01/11/2018	PRINTED	204665 OAKLAND COUNTY TREASURER	772,153.58			
275764	01/11/2018	PRINTED	204860 ROAD COMMISSION FOR	302.26			
275765	01/11/2018	PRINTED	213771 PRONUNCIATOR	1,800.00			
275766	01/11/2018	PRINTED	241008 RKA PETROLEUM COMPANIES,	1,311.41			
275767	01/11/2018	PRINTED	241960 DON RYKER DVM & ASSOC	90.00			
275768	01/11/2018	PRINTED	243206 RECORDED BOOKS LLC	50.99			
275769	01/11/2018	PRINTED	243224 STEVEN E RENO	60.00			
275770	01/11/2018	PRINTED	243399 RIVERVIEW POLICE DEPARTME	48,017.16			
275771	01/11/2018	PRINTED	251035 SAMS CLUB DIRECT	842.20			
275772	01/11/2018	PRINTED	251160 RICHARD SCHNEIDER	60.00			
275773	01/11/2018	PRINTED	251238 SERVICE HEATING & PLUMBIN	1,044.71			
275774	01/11/2018	PRINTED	253160 SCRAMLIN FEEDS	290.00			
275775	01/11/2018	PRINTED	254369 GARY R STEPP	2,850.00			
275776	01/11/2018	PRINTED	254843 STAR EMS	3,684.69			
275777	01/11/2018	PRINTED	271536 UPS STORE	12.68			
275778	01/11/2018	PRINTED	272540 UHANS	926.00			
275779	01/11/2018	PRINTED	273533 UNIFIRST CORP	59.20			
275780	01/11/2018	PRINTED	273542 UNIQUE MGMT SERVICES INC	80.55			
275781	01/11/2018	PRINTED	283247 VESCO OIL CORP	194.70			
275782	01/11/2018	PRINTED	291365 PRAXAIR DISTRIBUTION INC	78.50			
275783	01/11/2018	PRINTED	291365 PRAXAIR DISTRIBUTION INC	96.25			
275784	01/11/2018	PRINTED	291365 PRAXAIR DISTRIBUTION INC	215.14			
275785	01/11/2018	PRINTED	291365 PRAXAIR DISTRIBUTION INC	254.48			
275786	01/11/2018	PRINTED	293109 WAYNE COUNTY AIRPORT AUTH	48,017.16			
275787	01/11/2018	PRINTED	304930 WATERFORD TOWNSHIP DPW	821.87			
275788	01/11/2018	PRINTED	343835 DAVID ZUEHLKE	60.00			
275789	01/16/2018	PRINTED	013198 ADVANCED DISPOSAL	1,692.79			
275790	01/16/2018	PRINTED	013728 GLEN F. ARMSTRONG	25.00			
275791	01/16/2018	PRINTED	013801 AT&T	222.49			
275792	01/16/2018	PRINTED	021510 BLUE CROSS & BLUE SHIELD	180,241.04			
275793	01/16/2018	PRINTED	032399 TERRANCE COTTON	100.00			
275794	01/16/2018	PRINTED	032466 ALAN SCHULD	100.00			
275795	01/16/2018	PRINTED	044051 CONSUMERS LIFE INSURANCE	4,565.10			
275796	01/16/2018	PRINTED	113603 INKPRESSIONS, LLC	127.02			
275797	01/16/2018	PRINTED	174259 MICHIGAN ASSOC OF PLANNIN	100.00			
275798	01/16/2018	PRINTED	174860 MICHIGAN DEPT MGMT & BUDG	180.00			
275799	01/16/2018	PRINTED	204910 OAKLAND CNTY TREASURERS O	352.50			
275800	01/16/2018	PRINTED	204940 OAKLAND COUNTY TREASURERS	40.00			
275801	01/16/2018	PRINTED	271016 US BANK EQUIPMENT FINANCE	154.69			
275802	01/17/2018	PRINTED	011015 TRACTION	69.96			
275803	01/17/2018	PRINTED	011110 ABC HARLEY-DAVIDSON	9,000.00			
275804	01/17/2018	PRINTED	011194 ALL TRAFFIC SOLUTIONS, IN	4,402.50			
275805	01/17/2018	PRINTED	013537 SCHMIDT, ISGRIGG, ANDERSO	512.82			

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
275806	01/17/2018	PRINTED	013548 ANYTHING A PEEL	500.00			
275807	01/17/2018	PRINTED	013764 SANDRA ASPINALL	954.70			
275808	01/17/2018	PRINTED	021079 BAKER & TAYLOR BOOKS	113.64			
275809	01/17/2018	PRINTED	023016 BATTERIES PLUS	352.49			
275810	01/17/2018	PRINTED	041192 CDW GOVERNMENT INC	995.78			
275811	01/17/2018	PRINTED	043626 CONSUMERS ENERGY	204.57			
275812	01/17/2018	PRINTED	043952 CYNERGY WIRELESS	375.00			
275813	01/17/2018	PRINTED	051232 DETROIT PUBLIC LIBRARY	459.12			
275814	01/17/2018	PRINTED	053580 DOORS OF PONTIAC	6,500.00			
275815	01/17/2018	PRINTED	083407 FIRE SERVICE MANAGEMENT	2,113.75			
275816	01/17/2018	PRINTED	093451 GLOBAL OFFICE SOLUTIONS	11,715.25			
275817	01/17/2018	PRINTED	093565 GOODYEAR AUTO SERV CTR	808.31			
275818	01/17/2018	PRINTED	093840 LOOMIS FARGO & CO	809.19			
275819	01/17/2018	PRINTED	103256 MANUEL HERNANDEZ	8,500.00			
275820	01/17/2018	PRINTED	113488 IMPERIAL AUTO WASH	34.00			
275821	01/17/2018	PRINTED	113595 IDS	928.09			
275822	01/17/2018	PRINTED	113701 IRON MOUNTAIN	443.31			
275823	01/17/2018	PRINTED	153240 LESLIE TIRE	165.00			
275824	01/17/2018	PRINTED	153367 LIBRARY NETWORK, THE	459.12			
275825	01/17/2018	PRINTED	161140 MCNABS HARDWARE	10.49			
275826	01/17/2018	PRINTED	161570 MONTGOMERY & SONS INC	475.00			
275827	01/17/2018	PRINTED	174457 STATE OF MICHIGAN	90.00			
275828	01/17/2018	PRINTED	183052 NAPA AUTO PARTS	64.80			
275829	01/17/2018	PRINTED	183269 SPRINT SOLUTIONS	5.81			
275830	01/17/2018	PRINTED	213764 PROFESSIONAL HEATING & CO	311.00			
275831	01/17/2018	PRINTED	251038 SHERIDAN SALES	1,699.33			
275832	01/17/2018	PRINTED	251238 SERVICE HEATING & PLUMBING	2,341.65			
275833	01/17/2018	PRINTED	254825 SJMH URGENT CARE	2,249.25			
275834	01/17/2018	PRINTED	263598 TOWN PLANNER COMMUNITY CA	2,000.00			
275835	01/17/2018	PRINTED	271016 US BANK EQUIPMENT FINANCE	551.00			
275836	01/17/2018	PRINTED	283242 VERIZON WIRELESS	26.41			
275837	01/17/2018	PRINTED	283242 VERIZON WIRELESS	225.30			
275838	01/17/2018	PRINTED	293348 WHITLOCK BUSINESS SYSTEMS	4,765.36			
275839	01/17/2018	PRINTED	293599 WORLD BOOK SCHOOL AND LIB	24.00			
275840	01/17/2018	PRINTED	304860 WATERFORD TOWNSHIP TREASU	201.21			
2709120	01/11/2018	MANUAL	315063 VICKIE FERGUSON	7.00			
			140 CHECKS	CASH ACCOUNT TOTAL	1,516,996.09		.00

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE  
INTERLOCAL AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
THE CHARTER TOWNSHIP OF WATERFORD**

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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 DR, WATERFORD, MI 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.
- 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)
- 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 2018 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.
- 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 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 2017 NO HAZ events will be assessed \$50.00 per collection event in 2018.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2017 NO HAZ events will be assessed \$125.00 per collection event in 2018.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2017 NO HAZ events will be assessed \$250.00 per collection event in 2018.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2018 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 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.

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 setoff 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.
- 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, 2018, 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, 2018.

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.
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.
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, 5200 CIVIC CENTER DR, 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.

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 there 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: \_\_\_\_\_

**EXHIBIT A**

**2018 Projected NO HAZ Budget**

<b>2018 NO HAZ Program Cost Details</b>		
Program Management		\$27,170.00
Collection Costs		5,900.00
Administration		1,122.00
Education and Outreach		\$14,000
<b>TOTAL</b>		<b>\$48,192.00</b>
<b>2018 NO HAZ Hazardous Waste Disposal and Recycling Costs</b>		
Per Vehicle Fee (including computer & electronic waste and latex paint)		*\$36.15 each
<p><i>This Estimate is based on holding five collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$5,000 each. Any additional collections will be agreed upon by the County and the NO HAZ Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p>		

**EXHIBIT B - 2018 Estimated Costs**

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$24,096.00			\$24,096.00	\$36.15		
Addison*	6,351	1.69%	\$406.98	101	1.75%	\$422.52	\$3,651.15	\$1,010.00	\$3,470.64
Auburn Hills	21,412	5.69%	\$1,372.09	350	6.08%	\$1,464.17	\$12,652.50	\$0.00	\$15,488.76
Groveland*	5,476	1.46%	\$350.90	53	0.92%	\$221.72	\$1,915.95	\$530.00	\$1,958.57
Independence*	34,681	9.22%	\$2,222.38	638	11.08%	\$2,668.97	\$23,063.70	\$6,380.00	\$21,575.04
Lake Angelus	290	0.08%	\$18.58	33	0.57%	\$138.05	\$1,192.95	\$0.00	\$1,349.58
Oakland*	16,779	4.46%	\$1,075.21	479	8.32%	\$2,003.82	\$17,315.85	\$4,790.00	\$15,604.87
Orion	35,394	9.41%	\$2,268.07	1,116	19.38%	\$4,668.60	\$40,343.40	\$0.00	\$47,280.07
Oxford	20,526	5.46%	\$1,315.32	517	8.98%	\$2,162.78	\$18,689.55	\$0.00	\$22,167.65
Pontiac	59,515	15.83%	\$3,813.75	57	0.99%	\$238.45	\$2,060.55	\$0.00	\$6,112.75
Rochester	12,711	3.38%	\$814.53	336	5.83%	\$1,405.60	\$12,146.40	\$0.00	\$14,366.53
Rochester Hills*	70,995	18.88%	\$4,549.40	1,469	25.50%	\$6,145.32	\$53,104.35	\$14,690.00	\$49,109.06
Rose*	6,250	1.66%	\$400.50	19	0.33%	\$79.48	\$686.85	\$190.00	\$976.84
Springfield*	13,940	3.71%	\$893.28	165	2.86%	\$690.25	\$5,964.75	\$1,650.00	\$5,898.28
Waterford**	71,707	19.07%	\$4,595.02	427	7.41%	\$1,786.28	\$15,436.05	\$6,405.00	\$15,412.35
	<b>376,027</b>	<b>100.00%</b>	<b>\$24,096.00</b>	<b>5,760</b>	<b>100.00%</b>	<b>\$24,096.00</b>	<b>\$208,224.00</b>	<b>\$35,645.00</b>	<b>\$220,771.00</b>

\* = Community charges participants \$10 each to participate in NO HAZ events

\*\* = Community charges participants \$15 each to participate in NO HAZ events

- (1.) **This is only an estimate.** The actual costs will be determined by which communities are members of NO HAZ in 2018, and the number of participants in the program from each of the member communities.
- (2.) The cost per vehicle including electronic waste is \$36.15.
- (3.) The total administration fee is \$48,192.00, which includes 5 collection events.
- (4.) The number of participants is estimated using the 2017 number of participants and adding 9%.
- (5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.
- (6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.

**SINGLE SOURCE VENDOR LIST 2018**

DEPARTMENT	VENDOR#	VENDOR	TYPE OF PRODUCT OR SERVICE	SOURCE CODE
ASSESSING	113595	IDS	TAX BILL PRINTING	5
CABLE	13171	ADVANCED LIGHTING & SOUND	CABLE TRUCK & AUDITORIUM SERVICE	4
	500012	COMCAST BUSINESS (WIRELESS)	BUSINESS WIRELESS REMOTE	3
CLERK	211460	PLANTE MORAN	AUDIT & PROFESSIONAL SERVICES FOR FINANCIAL MATTERS	6
	91010	GABRIEL ROEDER SMITH & CO	ACTUARIAL SERVICES & PROFESSIONAL SERVICES FOR RELATED MATTERS	6
DEVELOPMENT SERVICES	161570	MONTGOMERY & SONS, INC	CODE ENFORCEMENT COMPLIANCE BOARD-UPS & CLEAN-UPS	3
	121570	JOHNSON & ANDERSON INC	ENGINEERING CONSTRUCTION INSPECTION SERVICES	6
	500354	TENDER CORPORATION	INSECT REPELLENT	7
	43489	CLARKE MOSQUITO CONTROL	MOSQUITO TABLES	7
HR	213787	PSYBUS	AGENT FOR TOWNSHIP -FOR NEW HIRES	6
	83432	FIFER INVESTIGATIONS LLC	AGENT FOR TOWNSHIP -FOR NEW HIRES	6
IT	51440	DLT SOLUTIONS	AUTOCAD RELATED SOFTWARE	4
	111122	CIVIC PLUS	WEB SITE HOSTING	4
	61775	ESRI	GIS SOFTWARE	4
	111538	SEQRIS	FIREWALL SYSTEM	4
	113701	IRON MOUNTAIN	OFFSITE BACKUP TAPE VAULT	4
	163858	MUNIS DIVISION (TYLER)	FINANCIAL SYSTEM SOFTWARE (ERP)	4
	163082	HYLAND SOFTWARE	DOCUMENT MANAGEMENT SOFTWARE	4
	143542	KNOWBE4, INC	PHISH TESTING & SECURITY TRAINING	4 & 6
	121015	STATEGIC PRODUCTS & SERVICES	NORTEL PBS PHONE SYSTEM MAINTENANCE	4
	143707	KRONOS INC	TIME & ATTENDANCE SOFTWARE	4
	153130	LATITUDE GEOGRAPHICS GROUP LTD	GIS SOFTWARE	4

DEPARTMENT	VENDOR#	VENDOR	TYPE OF PRODUCT OR SERVICE	SOURCE CODE
PARKS	163493	MICHIGAN RECREATIONAL CONTRUCTION	PLAYGROUND EQUIPMENT (CONSISTANCY & REPLACEMENT)	4
	53237	DETROIT ELEVATOR	MAINTENANCE ELEVATOR (REC CENTER)	4 & 6
	43565	COLLETTE VACATIONS	SENIOR TRAVEL	3
		DIAMOND TOURS	SENIOR TRAVEL	3
	93233	GETAWAY TOURS	SENIOR TRAVEL	3
		NATIONAL TRAILS, INC.	SENIOR TRAVEL	3
	253347	SHORELINE TOURS	SENIOR TRAVEL	3
	333570	TRAVEL TREASURES & TOURS	SENIOR TRAVEL	3
FIRE	13666	APOLLO FIRE APPARATUS	FIRE APPARATUS	2,3,4
	13365	APOLLO FIRE EQUIPMENT CO	FIRE EQUIPMENT	2,3,4
	23592	BOSTICK TRUCK CENTER LLC	REPAIR SERVICE HEAVY DUTY VEHICLES	3 & 6
	41460	CLYDE'S FRAME & WHEEL	REPAIR SERVICE HEAVY DUTY VEHICLES	3 & 6
	500012	COMCAST BUSINESS (WIRELESS)	BUSINESS WIRELESS REMORE SITES	3
	44062	CONTROLNET	HEATING & COOLING CONTROLS	4
	63488	EMERGENY VEHICLE PLUS	LARGE SPECIALITY VEHICLE PURCHASES, MAINTENANCE & PARTS	4
	121011	J&B MEDICAL SUPPLY	EMS MEDICAL SUPPLIES	2,3,4
	121571	JONES & BARTLETT LEARNING	EMS TRAINING BOOKS	6
	151001	LTM AUTO TRUCK & TRAILER	AUTO & TRAILER REPAIRS	3 & 6
	161200	PHYSIO CONTROL	EKG, MONITORS, EMS APPRATUS	4
		PIERCE MANUFACTURING	FIRE TRUCKS, MAINTENANCE & PARTS	4
	254843	STAR EMS	BILLING SERVICE	5
	254839	STRYKER SALES CORP	FIRE/EMS APPARATUS	4
253913	TYCO SECURITY SYSTEM	BUILDING SECURITY - CAMPUS	4	
POLICE	51017	DSS CORPORATION	TELEPHONE/RADIO SYSTEM	4 & 6
	151013	L3 MOBILE VISION INC	CAR CAMERAS & MAINTENANCE AGREEMENT	4 & 6
	253129	SCHINDLER ELEVATOR	ELEVATOR REPAIR & MAINTENANCE	4 & 6
	253954	SYMBOL ARTS	UNIFORMS & BADGES FOR OFFICERS	4 & 6
	11026	A.P.C. GLOBAL SERVICES	UPS COMPUTER SYSTEM	4
	63496	EMERGENCY CALLWORKS	ECW PUBLIC SAFETY SYSTEM HARDWARE & SUPPORT	4

DEPARTMENT	VENDOR#	VENDOR	TYPE OF PRODUCT OR SERVICE	SOURCE CODE
LIBRARY	14471	ALLDATA	SOURCE PROPRIETARY ELECTRONIC DATABASE. (DISCOUNTED PRICE NEGOTIATED THROUGH-MCLS)	8
	11525	ANCESTRY.COM	SOURCE OF PROPRIETARY ELECTRONIC DATABASE FOR GENEALOGY RESEARCH. (DISCOUNTED PRICE NEGOTIATED THROUGH-MCLS)	8
	11761	ASI MODULEX	SOURCE OF PROPRIETARY ELECTRONIC DATABASE FOR GENEALOGY RESERCH. (DISCOUNTED PRICE NEGOTIATED THROUGH-MCLS)	4
	11029	AWE INC	SOURCE OF SIGNAGE THROUGHOUT BUIDING WITH SPECS FOR OUR SIGNS ON FILE	4
	13981	AZURADISC	VENDOR PROVIDING REPAIR & RESURFACING SERVICE FOR DVD'S & CD'S	3
	23383	BIBLIOTECHA	VENDOR SUPPLIES, E.G. RFID TAGS FOR PROCESSING MATERIALS (DISCOUNTED PRICE NEGOTIATED THROUGH-TLN)	8
	23880	BIFOLKAL PRODUCTIONS, INC.	SOURCE OF PROPRIETARY MATERIALS FOR BIFOLKAL KITS	8
	43609	CONTROLLED POWER COMPANY	SUP FOR LIBRARY SERVER ROOM (ANNUAL R&M AND BATTERY REPLACEMENT)	4
		ENVISIONWARE	SYSTEM FOR PUBLIC INTERNET ACCESS WORKSTATIONS, BOTH USER-SCHEDULING & PRINT MANAGEMENT (DISCOUNTED PRICING THROUGH TLN)	4 & 8
	63888	EVANCED SOLUTIONS	INTERACTIVE ONLINE CALENDAR EVENTS (DISCOUNTED PRICING THROUGH TLN)	4 & 8
		CENGAGE LEARNING	SOURCE OF PROPRIETARY REFERENCE MATERIALS IN BOTH PRINT & ELECTRONIC FORMATS	4 & 8
	93800	GRESSCO LTD	SOURCE OF PROPRIETARY SECURITY CASES & EQUIPMENT FOR AUDIO-VISIAL MATERIALS	4
	111002	INFOGROUP	SOURCE OF PROPRIETARY ELECTRONIC DATABASE. (DISCOUNTED THROUGH MCLS)	8
	114543	INTERNATIONAL CODE COUNCIL	SOURCE OF PROPRIETARY REFERENCE MATERIALS	6
	143707	KRONOS	SOURCE OF PROPRIETARY TIME & ATTENDANCE HARDWARE & SOFTWARE	4
		MIDWEST CONSORTIUM FOR LIBRARY SERVICES (MCLS)	MEMBERSHIP - ELIGIBLE FOR NEGOTIATED DISCOUNTS ON ACCESS TO ELECTRONIC DATABASES	8
	193882	OVERDRIVE	ONE OF 2 VENDORS CURRENTLY PROVIDING ACCESS TO LIBRARIES FOR DOWNLADABLE ECONTENT TO LEND (DISCOUNTED PRICE THROUGH TLN)	8
	213716	PROQUEST	SOURCE OF PROPIETARY ELECTRONIC DATABASE (DISCOUNTED PRICE THROUGH TLN)	8

DEPARTMENT	VENDOR#	VENDOR	TYPE OF PRODUCT OR SERVICE	SOURCE CODE
LIBRARY - con't	243206	RECORDED BOOKS	PROPIETARY SOURCE FOR ONECLICK DIGITAL EAUDIOBOOKS & ZINIO ELECTRONIC MAGAZINES (DISCOUNTED PRICE THROUGH TLN)	8
	263227	TELEVEND SERVICES (FAX24)	SOURCE FOR PROPRIETARY SUPPLIES FOR SELF-SERVICE PUBLIC FAX MACHINE	4 & 5
	153367	THE LIBRARY NETWORK (TLN)	LIBRARY COOPERATIVE - STATE AID, NEGOTIATED DISCOUNTS ON MATERIALS, ACCESS TO ELECTRONIC DATABASES & SUPPLIES. COST-SHARING SERVICES	8
	253913	TYCO SECURITY SYSTEM	BUILDING SECURITY	4
		WORLD BOOK ENCYCOPEDIA	SOURCE OF PROPRIETARY REFERENCE MATERIALS IN BOTH PRINT & ELECTRONIC FORMATS	6

DPW / F&O	13377	AIR CENTER	WTP AIR COMPRESSOR SERVICE	2
	13452	ALEXANDER CHEMICAL	CHLORINE FOR WTP'S	2
	14472	ALPHA DIRECTIONAL BORING	EMERGENCY SERVICE LINE INSTALL	3 & 6
	13690	AQUASIGHT	ENERGY CONSUMPTION STUDY (WATER STUDY)	1 & 6
	13780	AUTODESK INC	AUTOCAD	4
	13995	AZTECA SYSTEMS INC	CITYWORKS	4
	21090	BLR	SAFETY MGMT SOFTWARE	4
	41460	CLYDES FRAME AND WHEEL	DOT INSP & BRAKE REPAIR LARGE TRUCKS	3 & 6
	500012	COMCAST BUSINESS (WIRELESS)	ISP AT WELL COUSES/REMOTE FACILITIES	3
	53419	DIGITAL HIGHWAY INC	SCADA COMMUNICATION MODEMS	4
	61775	ESRI	GIS	4
	163508	FERGUSON ENTERPRISES INC (MI METER)		4
	93242	GE INTELLIGENT PLATFORMS INC (DIGITAL)	SCADA	4
	93833	GUARDIAN ENVIRONMENTAL	GAS HEATER REPAIRS - CAMPUS HEAT & COOLING SYSTEMS	3 & 6
	103005	HACH	WTP INSTRUMENTATION	4
	103023	HESCO	WTP CHLORINATOR PARTS (STOCK)	2
	101950	HYDRO CORP	CROSS CONNECTION INSPECTION CONTRACTOR	6
	163082	HYLAND SOFTWARE	ONBASE	4
	113591	INNOVYZE	MODELING WATER	6
	533562	JACK DOHENY CO	SEWER JET TRUCK - REPAIRS	3 & 6
12140	JETT PUMP & VALVE		3 & 6	

DEPARTMENT	VENDOR#	VENDOR	TYPE OF PRODUCT OR SERVICE	SOURCE CODE	
DPW / F&O con't	121300	JGM VALVE CORP		3 & 6	
	143228	JJ KELLER & ASSOC	SAFETY MGMT SOFTWARE	4	
	143233	KENNEDY INDUSTRIES	SEWER PUMPS	3 & 6	
	143707	KRONOS INC	PAYROLL SYSTEM - TIMECLOCK	4	
	153130	LATITUDE GEOGRAPHICS	GEOCORTEX	4	
	161027	MSDS ONLINE	PRODUCT SAFETY DATA SHEETS	2	
	161055	M TECH COMPANY	NEW GAPVAX TRUCK SERVICE	3 & 6	
	163858	MUNIS (TYLER TECHNOLOGIES INC)	TOWNSHIP COMPTER SYSTEM	4	
	183289	NETWORK FLEET (VERIZON)	FLEET TRACKING	5	
	193663	OPTO SOLUTIONS	SCADA SUPPLIES	4	
	193026	OPTO 22	SCADA SUPPLIES	4	
	131085	OSCAR W LARSON CO	FUEL ISLAND & UNDERGROUND TANKS	2	
	213274	PEERLESS MIDWEST INC	WELL/PUMP SERVICE	3 & 6	
	213211	PERCEPTIVE CONTROLS INC	SCADA SUPPORT	4	
	213406	PIPELOGIX INC	CAMERA TRUCK SOFTWARE SERVICE	4	
	121003	POWER PLAN (AIS)	BACKHOE REPAIRS & PARTS	4	
	251239	SERVICE HEATING & PLUMBING	MAINTAIN & SERVICE ALL UNITS ON CAMPUS	3 & 6	
	251006	SHRADER TIRE	TIRES & OIL SUPPLIER	2	
	251451	SLC METER SERVICE INC	METER PARTS/DISTRIBUTION SUPPLIES	4	
	253526	SMART UTILITY SYSTEMS	UTILITY BILLING WATER LEAK APP	4	
	263735	THE TRAIING NETWORK	SAFETY TRAINING	6	
			UST TRAINING	UNDERGROUND STORAGE TANK TRAINING	6
	283384	VISUAL IMAGINE RESOURCES	CAMERA TRUCK SOFTWARE SERVICE	4	
263779	TRIHEDRAL ENGINEERING LIMITED	SCADA SOFTWARE	4		
253913	TYCO SECURITY SYSTEM	BUILDING SECURITY	4		

Explanation codes for single source list:

- 1) Only source for good or service
- 2) Regional source for good or service due to geographic boundaries of company
- 3) Quality, reliability and performance of product or service that is important or critical to Township or department
- 4) Compatibility with current equipment or system for maintenance, support, replacement, auxiliary system and/or upgrade
- 5) Cost of changing to new vendor outweighs cost savings
- 6) Expertise and/or institutional knowledge
- 7) Vendor on approved list for 3rd party program
- 8) Discounted or negotiated price through 3rd party program