

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
JULY 17, 2017 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara _____	Trustee Miller _____
Clerk Wright _____	Trustee White _____
Treasurer Budd _____	Engineer Nummer _____
Trustee Frazier _____	Attorney McCauley _____
Trustee Martin _____	Secretary Montgomery _____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the re-appointments of Steve Partridge and Gerald Graf to the Water and Sewer Commission with terms to expire June 1, 2019.
2. Discussion on Resolution 2017-15 the Downriver Utility Wastewater Authority (DUWA) Stipulated Agreement.
3. Discussion on the Township Vehicle Management & Replacement Policy.
4. Discussion on the Fire Department Fleet.
5. Discussion on the Public Hearing for the McBride Road Improvement Special Assessment District.
5. Discussion on Resolution 2017-16 the assessment role for the McBride Road Improvement Special Assessment District.
6. Discussion on Resolution 2017-17 authorizing a loan from the Landfill Fund in the amount of \$185,407.00 at an interest rate of 1.25% for the McBride Road Improvement Project.
7. Discussion on the re-authorization of Wade Trim to continue preliminary Engineering Services for the McBride Road Improvement Project.
8. Discussion on the first reading of Ordinance 07-18-17 (1) an amendment to the General Code of Ordinances Chapter 50 (Law Enforcement), Article 1 (In General) Sec. 50-1 to 50-3.
9. Discussion on Edward Jones and One America.
10. Discussion on the Landlord Consent Agreement with STS Hydropower LTD (operator of French Landing Dam).
11. Discussion on the Consent and Acknowledgement with Eagle Creek Hydro Holdings, LLC (Parent Company of STS Hydropower, LTD.).
12. Discussion on the Drawdown Agreement with Eagle Creek Hydro Holdings, LLC (Parent Company of STS Hydropower, LTD.).

PUBLIC COMMENT:

CLOSED SESSION:

1. The Township Board will go into closed session, pursuant to MCL 15.268(e), to discuss trial and/or settlement strategy involved in the pending litigation, Van Buren Twp. v. Amanda Jackson, Wayne County Circuit Case No. 15-015063.
2. The Township Board will go into closed session, pursuant to MCL 15.268 (h) to discuss attorney-client privileged written opinion letter regarding Cobblestone Ridge.

ADJOURNMENT:

NOTICE OF CLOSED SESSIONS
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD FOLLOWING
4:00 P.M.
WORK STUDY SESSION
ON MONDAY, JULY 17, 2017
TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111

FOR THE PURPOSE OF DISCUSSING:

- 1. The Township Board will go into closed session, pursuant to MCL 15.268(e), to discuss trial and/or settlement strategy involved in the pending litigation, Van Buren Twp. v. Amanda Jackson, Wayne County Circuit Case No. 15-015063.**
- 2. The Township Board will go into closed session, pursuant to MCL 15.268 (h) to discuss attorney-client privileged written opinion letter regarding Cobblestone Ridge.**

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Posted July 13, 2017.

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 07-17-17

BOARD MEETING DATE: 07-18-17

Consent Agenda _____

New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Water & Sewer Commission Re-Appointments
DEPARTMENT	Office of the Supervisor
PRESENTER	Supervisor Kevin McNamara
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director James T. Taylor

Agenda topic

ACTION REQUESTED	
Board approval to re-appoint Mr. Steve Partridge and Dr. Gerald Graf to the Water & Sewer Commission effective immediately.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Mr. Partridge has been a member of the Water & Sewer Commission for the past 6 months. He has indicated his desire to continue serving his community by being a member of the Water & Sewer Commission. Mr. Partridge has been and will continue to be an asset to the Commission. Dr. Graf has many years of distinguished and dedicated service on the Water & Sewer Commission. He has extensive knowledge of the Township’s water/sewer projects, history and budgets.	

BUDGET IMPLICATION	\$25.00 per meeting
IMPLEMENTATION NEXT STEP	

DEPARTMENT RECOMMENDATION	Approval by Township Board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Services recommends approval.

ATTORNEY RECOMMENDATION	NA
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2017-07-17

BOARD MEETING DATE:
2016-07-18

Consent Agenda _____ New Business X _____ Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	DUWA Stipulated Agreement Resolution 2017-15
DEPARTMENT	Public Services
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve Resolution 2017-15 regarding the stipulated amendment for Wayne County to continue its court ordered financing plan with the transfer of ownership of the Downriver Sanitary Disposal System to the local communities of the DUWA Board.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attached documentation.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Approval by Township Board to authorize Township Clerk and Supervisor to sign resolution.
DEPARTMENT RECOMMENDATION	Approval by Township Board
COMMITTEE/COMMISSION RECOMMENDATION	DUWA Board
ATTORNEY RECOMMENDATION	Approval by Township Board
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

FAUSONE BOHN, LLP
ATTORNEYS AT LAW

May 12, 2017

Municipal Attorney

RE: DUWA & Stipulated Amendment to Financing Plan

Dear Attorney:

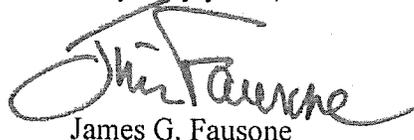
The Downriver Utility Wastewater Authority (DUWA) requests that your member client authorize a resolution for the execution of the attached "Stipulated Amendment to Financing Plan and Final Judgment" ("Stipulation"). The DUWA Board, by motion on April 13, 2017, recommended this action by its members.

If the DUWA purchases the downriver sewer system assets from Wayne County, the millage collection and payment of bonds until 2028 will continue as it has in the past. The County will continue to carry the bonds on its books and pay them off as it has been doing from the judgment millage revenue. The Stipulation will maintain the status quo on the collection of the judgment millage pursuant to the 1994 Financing Plan.

Please place this matter on your council or board agenda as soon as possible. Attached is a model resolution, in Word, the Stipulation and its exhibits. The executed signature page for the Stipulation should be scanned back to me no later than Thursday, July 13, 2017.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



James G. Fausone

JGF:emf

Enclosure

cc: Mayor Sollars, DUWA Chair
D. Hinson, DUWA Secretary

X:\JGF\DUWA\Correspondence\Municipal Attorney 051217.docx

RESOLUTION TO APPROVE THE "STIPULATED AMENDMENT TO FINANCING PLAN AND FINAL JUDGMENT" IN *US, et al. v WAYNE COUNTY, et al.*, CASE NO. 87-70992, EASTERN DISTRICT COURT OF MICHIGAN

RESOLUTION NO. 2017-15

Charter Township of Van Buren

WHEREAS, Wayne County presently operates the Downriver Sewage Disposal System ("DSDS") which provides sewage treatment and conveyance facilities for wastewater generated by thirteen downriver communities; and

WHEREAS, in 1987, the United States and the State of Michigan sued Wayne County and the downriver communities, alleging that Wayne County had violated the Clean Water Act and the Michigan Water Resources Commission Act (*US, et al. v Wayne County, et al.*, Case number 87-70992, Eastern District Court of Michigan); and

WHEREAS, in 1994, the Court entered a stipulated order which included a DSDS 1994 Financing Plan and Final Judgment; and

WHEREAS, the 1994 Financing Plan authorized Wayne County to finance sewer and pollution control improvements by selling bonds and collecting Judgment Payments from the downriver communities to repay the County's obligations; and

WHEREAS, in 2005, the Court entered a stipulated order which terminated the Consent Decree, which stated that the 1994 Financing Plan "will remain in full force and effect and within the Court's oversight"; and

WHEREAS, in 2016, Downriver Utility Wastewater Authority ("DUWA") provided Wayne County with a Letter of Intent which proposed a transfer of the facilities, operation, and

management of the DSDS to DUWA, contingent upon the occurrence of events and approvals which are under negotiation; and

WHEREAS, upon the transfer of DSDS to DUWA, Wayne County and the downriver communities intend that DUWA will thereafter be responsible for the financing and operation of the DSDS, and that Wayne County will have no continuing obligations concerning DSDS, except as required by the final agreement between the parties, and the requirements of the Financing Plan; and

WHEREAS, in order to continue the operation of the DSDS, DUWA and Wayne County desire to provide for the continuing payment of the outstanding Judgment Levy Debt, without any increase of the outstanding Judgment Levy Debt itself, including through tax levy supported Judgment Payments from the downriver communities as mandated by Section 8 of the Financing Plan; and

WHEREAS, in order to ensure these continued payments, it is necessary for the attached "Stipulated Amendment to Financing Plan and Final Judgment" ("Stipulation") to be approved and executed by: United States District Court Judge Sean F. Cox; Wayne County; and each of DUWA's thirteen member Cities and Charter Townships.

WHEREAS, the DUWA board, by motion on April 13, 2017, recommends the execution of the Stipulation by each of its thirteen members.

NOW THEREFORE BE IT RESOLVED by the Charter Township of Van Buren Board of Trustees, that:

1. The attached "Stipulated Amendment to Financing Plan and Final Judgment in *US, et al. v Wayne County*, et al., Case number 87-70992, Eastern District Court of Michigan, is hereby approved.

2. The Supervisor and the Township Clerk are hereby authorized to execute the "Stipulated Amendment to Financing Plan and Final Judgment".

ON MOTION OF _____ SUPPORTED BY _____ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT _____ AYE _____ NAY _____

I, Leon Wright, Clerk for the Charter Township of Van Buren, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the Township Board for the Charter Township of Van Buren at a regular meeting held on the 18th day of August, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

Kevin McNamara, Supervisor
Charter Township of Van Buren

Leon Wright, Township Clerk
Charter Township of Van Buren

X:\VGF\DUWA\Resolution to Approve Stipulated Amendment to the Financing Plan and Final Judgment 051117.docx

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2017-07-17

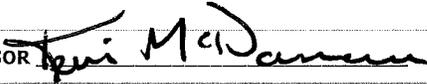
BOARD MEETING DATE:
2016-07-18

Consent Agenda _____ New Business X Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Fleet Management Policy
DEPARTMENT	Public Services
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve the recommended Vehicle Management & Replacement Policy	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attached documentation.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Approval by Township Board
DEPARTMENT RECOMMENDATION	Approval by Township Board
COMMITTEE/COMMISSION RECOMMENDATION	Fleet Work Group – recommend approval
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

DATE: July 17, 2017
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Public Services
RE: Fleet Management Proposal

I was tasked by the Supervisor with the responsibility of leading a work group of directors for the purpose of creating recommendations for a fleet management program for the General Fund vehicles of the Township.

The work group members were:

- James T. Taylor, Director of Public Services
- Matt Best, Deputy Director of ECD & Building
- Lynette Jordan, Seniors Director
- Jennifer Wright, Recreation Director
- Dan Selman, Executive Assistant

Here are the work group recommendations:

- Policy - This policy assists the Board of Trustees to address all long-range strategic and business aspects of owning, operating and disposing of vehicles. In addition to this, the Board also needs to address the financial aspects of establishing vehicle use rates and replacement funding for both department and pool vehicles.
- Establish Vehicle Pool - The pool will contain an established minimum number of vehicles that will be available for use by General Fund departments only. These vehicles will not be available to Public Safety or Water & Sewer Fund departments. The pool should be separately funded by the Board, who will be responsible to annually determine the number of pool vehicles available for use.
- Transportation Account - It is recommended that the Transportation Account in the Building & Grounds Budget captures all costs, including maintenance, repair and replacement attributable to the Township pooled fleet.

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."



CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

- Establish a Board Fleet Subcommittee - An integral part of managing the vehicle-replacement cycle is having funding available when needed. The Board can reduce the life-cycle costs of replacement by adhering to appropriate schedules. The proper replacement of vehicles minimizes costs and assures safety. Vehicle-replacement cycles are developed through life-cycle analysis that predicts the optimum replacement time. This analysis considers depreciation, maintenance, fuel consumption, vehicle-preparation costs, overhead and resale value. Newer vehicles are more technically advanced, have improved safety systems, produce fewer emissions and are more fuel efficient.

The Supervisor is recommended to annually establish an ad hoc subcommittee consisting of two Board Trustees and the Public Services Director to annually review the fleet pool vehicles, report and recommend to the Board for the upcoming fiscal year regarding:

1. the number of pool vehicles needed to maintain desired service levels,
 2. disposal and replacement of existing vehicles,
 3. funding to provide for the maintenance of pool vehicles and any recommended vehicle purchases
- Acquire a GPS tracking system that includes maintenance records and reporting capabilities - The fleet tracking software is to be used to track usage, monitor driving practices, costs of maintenance and operation and reporting. The fleet tracking software is also for improving management of staff movements and driver safety practices. Having timely and accurate data is vital to optimize overall fleet performance and provide the following:
 - Manage proper maintenance
 - Maintain proper sized inventory
 - Identify and analyze high-cost vehicles
 - Develop reports for regulatory compliance
 - Monitor vehicle use
 - Establish vehicle-replacement cycles

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."



**CHARTER TOWNSHIP OF VAN BUREN
DEPARTMENT OF PUBLIC SERVICES**

CONCLUSION

While feedback on the recommendations is welcome, in order to begin to move this initiative forward, I am requesting that the Board approve the attached policy recommendation.

Respectfully,

James T. Taylor
Public Services Director

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."



**CHARTER TOWNSHIP OF VAN BUREN
VEHICLE MANAGEMENT & REPLACEMENT POLICY**

JULY 2017

**CHARTER TOWNSHIP OF VAN BUREN
VEHICLE MANGEMENT & REPLACEMENT
POLICY AND GUIDELINES**

TABLE OF CONTENTS

POLICY STATEMENT

Article I. General Guidelines

- Section 1.01 authority
- Section 1.02 definitions
- Section 1.03 responsibilities
- Section 1.04 vehicle budget
- Section 1.05 authorized modifications; exceptions
- Section 1.06 establish a common vehicle
- Section 1.07 establish an ad hoc committee

Article II. Policy Objectives & Goals

- Section 2.01 cost objectives
- Section 2.02 purchase recommendations
- Section 2.03 annual fleet review

Article III. Acquisition/Disposal Guidelines

- Section 3.01 ordinances and policies
- Section 3.02 budget preparation
- Section 3.03 fleet expansion
- Section 3.04 cost factors in replacement consideration
- Section 3.05 vehicle transfers

Article IV. Maintenance Guidelines

- Section 4.01 maintenance practices goal
- Section 4.02 preventative maintenance
- Section 4.03 maintenance records

Article V. Replacement Point System

- Section 5.01 use of point system
- Section 5.02 point system factors
- Section 5.03 point system levels

Appendix A. Replacement Point System Factors

Appendix B. Vehicle Inventory Report

VEHICLE MANAGEMENT & REPLACEMENT POLICY AND GUIDELINES OF THE CHARTER TOWNSHIP OF VAN BUREN

POLICY STATEMENT

The Charter Township of Van Buren Vehicle Management & Replacement Policy is to provide a vehicle management and replacement plan for the Township. This policy reflects the vision of the Charter Township of Van Buren to maintain a multi-year vehicle and equipment replacement plan that will serve as a guide in providing direction to meet needs. This is a living document that will be modified and updated annually to reflect changes in the Township's organizational climate, the changing needs of citizens and changes in the automotive and equipment industry. It is the intention of the Charter Township of Van Buren to enforce all guidelines and replacement schedules, and specifications of all vehicles covered in this policy.

Article I. GENERAL GUIDELINES

Section 1.01 Authority. The Charter Township of Van Buren's Department of Public Services is assigned the overall responsibility of oversight of the Township's fleet of vehicle and construction/maintenance equipment. This oversight is limited to the coordination, compilation and collection of scheduled reports from departments related to fleet maintenance. This policy and associated guidelines does not include vehicles and equipment of the Public Safety Department or Water / Sewer Fund.

Section 1.02 "Director," Deputy Director," and "Superintendent" shall refer to the management of each individual department of the Charter Township of Van Buren, unless otherwise noted. "Department" shall refer to each individual department of the Charter Township of Van Buren, unless otherwise noted.

Section 1.03 Public Services Department responsibilities: develop vehicle and equipment specifications and use; develop vehicle and equipment replacement schedules, acquire vehicles and equipment; provide for the maintenance; and reassignment and disposal of vehicles and equipment.

Section 1.04 Vehicle Budget: The annual appropriations for operations, maintenance, repair and fueling for non-Public Safety vehicles and equipment shall be maintained by the Public Service Department.

Section 1.05 Authorized modifications: In all cases where any unusual circumstances make it necessary to deviate from the Policies and Guidelines Manual the written approval of the Township Supervisor is required. All other additions, deletions and other modifications of these procedures shall be approved by the Township Supervisor.

Section 1.06 Establish a common pool of vehicles for use by Township departments. The pool will contain an established minimum number of vehicles that will be available for use by General Fund departments only. These vehicles will not be available to Public Safety or Water & Sewer Fund departments. The pool should be separately funded by the Board, who will be responsible to annually determine the number of pool vehicles available for use.

Section 1.07 The Township Supervisor, each January, shall annually establish an ad hoc subcommittee for the duration of the fiscal year consisting of two Board Trustees and the Public Services Director to annually review the fleet pool vehicles, report and recommend to the Board for the upcoming fiscal year regarding:

1. the number of pool vehicles needed to maintain desired service levels,
2. disposal and replacement of existing vehicles,
3. funding to provide for the maintenance of pool vehicles and any recommended vehicle purchases

Article II. POLICY OBJECTIVES

Section 2.01 The primary objectives of the Township is to control the overall cost of operating and maintaining the fleet of vehicles, to maintain vehicles in a manner that extends their useful life, to control the growth in size of the fleet, to standardize the composition of the fleet and to accurately budget for maintenance and replacement costs.

Section 2.02 All new purchases for vehicles are part of the budget cycle and is coordinated through the Township Supervisor for recommendation to the Township Board of Trustees.

Section 2.03 In order to meet the primary objectives stated in Section 2.01, the Township will annually review vehicle pool and other operational procedures towards maintaining an appropriately sized fleet to control costs and meet the service delivery commitments of the Township.

Article III. ACQUISITION/DISPOSAL GUIDELINES

Section 3.01 All purchases of vehicles will follow the applicable purchasing ordinances and policies of the Township.

Section 3.02 As part of the annual Township budget preparation, the Director of Public Services will review the vehicle replacement schedule and plan for the acquisition, disposal or transfer of replacement vehicles. The vehicle replacement schedule will include the following:

- a. Age in years
- b. Usage in hours or miles
- c. Useful life (based upon commonly used standards)
- d. Cost of maintenance
- e. Overall condition; mechanical, operating safety, appearance
- f. Maintenance downtime
- g. Availability of replacement parts
- h. Funding
- i. Current depreciation value
- j. Letter of approval for disposal of equipment to be given to Public Services Director

Section 3.03 Any request for new or transfer equipment that would increase the size of the overall fleet must be cost and operationally justified to the Township Supervisor and Board of Trustees.

Section 3.04 Primary cost factors in replacement consideration:

- a. Increased age and mileage
- b. Accumulated down time of a vehicle due to maintenance and repairs
- c. Workload of vehicle (hauling materials or pulling equipment)
- d. If a vehicle has reasonable depreciated, but not yet incurring significant maintenance costs

Section 3.05 Transfers of vehicles from one department to another should include the following:

- a. Letters of approval from respective directors initiating and accepting transfer
- b. Maintenance and cost history of vehicle recommended for transfer

Article IV. MAINTENANCE GUIDELINES

Section 4.01 The Public Services Department is responsible to keep vehicles in sound and safe operating condition.

Section 4.02 Preventative maintenance routines and schedules will be based upon local driving conditions, specific use and manufacturer's recommendations for each type of vehicle and maintenance service.

Section 4.03 Maintenance records: accurate and complete vehicle maintenance records, fuel usage, and cumulative costs of parts, labor and overhead will be maintained by the Public Services Department for each assigned vehicle over its life cycle

Article V. REPLACEMENT POINT SYSTEM

Section 5.01 The Township's current procedures for identifying the actual units to be replaced each year are, for the most part, informal. We believe that a more formalized process for making these selections would be of benefit. We have provided a recommended point system for guiding fleet replacement selections.

Section 5.02 The point system will consist of the following factors:

- a. Age of vehicle
- b. Miles and/or hours of use
- c. Type of service used for
- d. Reliability
- e. Maintenance and repair costs
- f. Condition

Section 5.03 The point system will have four levels:

- a. Excellent
- b. Good
- c. Qualify for replacement
- d. Needs immediate consideration

Appendix A: Replacement Point System Factors

Factor	Points
Age	1 point for each year of chronological age, based on in-service date
Miles/Hours	1 point for each 10,000 miles or 750 hours of use
Type of Service	1, 3, or 5 points are assigned based on the type of service that the vehicle or equipment had during most of its life. The more severe the type of service performed the higher the number assigned.
Reliability	1, 3, or 5 points are assigned depending on the frequency that a vehicle or equipment piece is in the shop for repair. The more the frequency of shop visits the higher the number.
Maintenance Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life repair costs equal or greater to the vehicle's current depreciation value and a 1 is given to a vehicle with life repair costs equal to 20% or less of its current depreciation value.
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. a scale of 1 to 5 points is used with the higher the number the worse the condition.
Point ranges	
Under 20 points	Condition I: Excellent
20 to 23 points	Condition II: Good
24 to 30 points	Condition III: Qualifies for replacement
31 or more points	Condition IV: Needs immediate consideration

Appendix B: Vehicle Inventory Report

VEHICLE ID#	LICENSE #	DEPARTMENT	MAKE/MODEL	AGE IN YEARS	MILEAGE	TYPE OF SERVICE	RELIABILITY	MAINT COST	CONDITION	TOTAL RATING
S-25	011X689	SENIORS	ELDORADO BUS	14	5	1	3	3	5	31
S-42	011X692	SENIORS	FORD E-350 VAN	11	6	3	3	3	3	29
S-61	011X701	SENIORS	CROWN VIC	8	13	1	3	3	4	32
S-62	011X683	SENIORS	CROWN VIC	7	12	1	5	4	3	32
S-64	011X657	SENIORS	CROWN VIC	11	16	1	5	4	3	40
S-65	011X711	SENIORS	CROWN VIC	11	10	1	3	3	4	32
S-66	011X641	SENIORS	CHEVY TAHOE	12	14	1	3	3	3	36
S-67	011X681	SENIORS	FORD ADA MED LIFT VAN	11	8	1	3	3	3	29
S-68	011X706	SENIORS	CROWN VIC	6	10	1	3	5	4	29
S-69	011X660	SENIORS	CROWN VIC	10	9	1	3	1	3	27
P-51	011X717	RECREATION	FORD PICK - UP	9	9	3	1	3	3	28
R-35	011X685	RECREATION	FORD VAN	14	10	1	1	3	3	32
703	BPH-4217	SUPERVISOR	DODGE CHARGER	7	10	1	1	2	3	24
702	011X677	ASSESSOR	CROWN VIC	11	10	1	5	4	4	35
636	011X672	BLDG/PLANNING	CROWN VIC	6	10	1	3	3	3	26
635	011X676	BLDG/PLANNING	CHEVY SILVERADO	13	15	3	3	5	4	43
714	011X728	BLDG & GROUNDS	FORD F-250	0	0	3	1	1	1	6
715	011X729	BLDG & GROUNDS	FORD F-250	0	0	3	1	1	1	6
716	011X730	BLDG & GROUNDS	FORD F-250	0	0	3	1	1	1	6
713	011X687	BLDG & GROUNDS	FORD F-150	6	4	1	1	2	1	15
711	011X642	BLDG & GROUNDS	GMC SIERRA PICK UP	10	9	3	2	5	3	32
712	011X666	BLDG & GROUNDS	GMC SIERRA PICK UP	10	6	3	4	5	4	32
508	011X667	BLDG & GROUNDS	CHEVY PICK UP	19	10	3	5	5	5	47
504	011X700	WATER & SEWER	FORD F-750 DUMP TRUCK	14	1	3	3	3	3	27
507	011X719	WATER & SEWER	GMC CRANE TRUCK	8	2	3	3	3	3	22
510	011X712	WATER & SEWER	INTERNATIONAL STAKE TRUCK	33	4	3	3	1	3	47
511	011X693	WATER & SEWER	VACTOR TRUCK	6	11	3	5	5	3	33
512	011X702	WATER & SEWER	FORD F-150	7	3	1	1	1	1	14
514	011X697	WATER & SEWER	CHEVY SILVERADO	13	14	3	1	1	1	33
516	011X699	WATER & SEWER	CHEVY SILVERADO	13	12	3	3	3	3	37
517	011X695	WATER & SEWER	GMC SAFARI MINI-VAN	12	7	3	3	3	3	31
521	011X643	WATER & SEWER	GMC Sierra Mini Dumptruck	10	2	5	3	3	3	26
525	011X723	WATER & SEWER	FORD F-150 TRUCK	9	4	3	1	1	1	19
526	011X650	WATER & SEWER	FORD F-150 TRUCK	6	5	3	1	1	1	17
528	011X696	WATER & SEWER	FORD F-150 TRUCK	4	5	3	1	1	1	15
529	011X698	WATER & SEWER	FORD F-150 TRUCK	4	4	3	1	1	1	14
530	011X680	WATER & SEWER	FORD F-150 TRUCK	3	3	3	1	1	1	12
531	011X705	WATER & SEWER	FORD F-150 TRUCK	3	4	3	1	1	1	13
532	011X647	WATER & SEWER	FORD F-150 SUPER CAB	3	4	3	1	1	1	13

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING

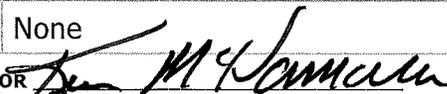
DATE: 7/17/2017

Consent Agenda _____ New Business X Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Discussion of the status of the Fire Department's Fleet
DEPARTMENT	Fire Department
PRESENTER	Fire Chief Brow
PHONE NUMBER	734.699.8900
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To discuss the status of the Fire Department's Fleet, specifically the Ladder 1 Truck.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The Van Buren Township Fire Department recently underwent a State-mandated inspection of its emergency response vehicles. Ladder 1 Truck failed its inspection, meaning it cannot be deployed for service in case of emergency. Estimated cost to have it repaired and make it service worthy is \$40,000 – which is cost prohibitive. Over \$20,000 has been spent on the emergency vehicle recently.</p> <p>Fire Chief Brow will present numerous options for the Board's consideration and direction.</p>	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	NA
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	NA
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 07/17/17

BOARD MTG. DATES: 07/18/17

Consent Agenda _____ New Business _____ Unfinished Business _____ **Public Hearing X**

ITEM (SUBJECT)	Public Hearing on the McBride Road Improvement Special Assessment District Assessment Roll.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	To conduct a Public Hearing on the McBride Road Improvement Special Assessment District.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	<p>At the June 20, 2017 Township Board meeting the Township Board approved resolution 2017-14 which required the creation of a Special Assessment Roll for the McBride Road Improvement project and scheduled a public hearing on the proposed Assessment Roll.</p> <p>I have attached to this Board Action, the previously approved resolution, the notice which was published in the Belleville Independent on July 6 & July 13, the mailing list for all of the owners in the SAD, the proposed assessment roll, and the technical memorandum from the Township Engineers.</p>
BUDGET IMPLICATION	None, costs are pass through.
IMPLEMENTATION NEXT STEP	Consider resolution to confirm the assessment roll.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

McBride Road Improvement Special Assessment District Special Assessment Roll - July 6, 2017

Parcel ID #	Owner(s)	Owner(s)	Street Address	City/State	Annual Payment Spread Over Five Years	Total Estimated Principal to be Paid
82 83 062 01 0105 000	STARIK, PATRICK & ELIZABETH		10386 QUIRK ROAD	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0106 000	JOHNSON, JESSE		46616 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0107 000	WYLIE, HELEN		46632 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0108 000	GALLEY, DARYL		46648 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0109 001	FABINSKI, DARRYL-CYNTHIA		46664 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0109 002	JERNIGAN, RICHARD & CONNIE		46680 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0111 000	HALLOCK, GARY & ANDREA		46696 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0112 000	HOLLENBECK, RALPH & HAZEL		46716 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0113 000	MONOPOLY INVESTMENTS, LLC		46732 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0114 000	SOLOMON, KORY & JENNIFER		46748 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0115 000	CHROSBECK, KENNETH G.		46764 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0116 000	WESLEY, LINARD		46780 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0117 000	DEBIAS, ANTHONY-SONIA		46796 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0118 000	BAILEY, PALE		46812 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0119 000	BREZEALE, CHARLES		46832 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0120 000	JONES, JENNIFER		47016 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0121 000	HOPPE, WAYDE		47032 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0122 000	GRAY, STEPHANIE		47048 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0123 000	MASSEY, GLEN H.		47064 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0124 000	BLADE, LODEMA & DEWITT, CHRISTOPHER		47080 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0125 000	NICKEL, RANDY ET AL.		47096 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0126 000	TOEPFER, DAVID J.		47116 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0127 000	STRANGE, DANIEL L.		47132 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0128 000	METRO BAPTIST CHURCH	VAPREZSAN, JOHN, PASTOR	47148 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0129 000	DEBORD, TINA G		47164 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0130 000	APOSTOLOU, DIMITRI & AMANDA		47180 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0131 000	MACLEAN, JOHN & CAROL		47196 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0132 000	COUGHLIN, BONNIE		47216 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 062 01 0133 000	CLAY, DANIEL		47232 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 063 01 0001 000	WOLF, STEVEN		10404 BORGSMAN AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 063 01 0006 000	OLIVE, BOBBY		10404 QUIRK ROAD	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 063 01 0067 000	ANZALONE, LAURENCE-THERESA		10405 BORGSMAN AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12
82 83 063 99 0001 000	VAN BUREN PUBLIC SCHOOL		47097 MCBRIDE AVE	BELLEVILLE MI 48111	\$90,000 In Year 1	\$90,000.00
82 83 063 99 0002 000	LESPERANCE, CRYSTAL		46801 MCBRIDE AVE	BELLEVILLE MI 48111	\$578.22	\$2,891.12



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sharry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

June 14, 2017

Township Board of Trustees
46425 Tyler Road
Van Buren Township, MI 48111

RE: Schedule for the McBride Road Improvement Special Assessment District Establishment and Project Construction

Honorable Trustees,

The following is the projected schedule for the establishment of the McBride Road Improvement Special Assessment District and a tentative schedule for the process until construction.

- June 06 – Set 1st public hearing for June 20th.
- June 08th & June 15th – Notices for 1st public hearing are published in newspaper.
- First class mailings are sent at least ten (10) days prior to hearing.
- June 20th – 1st Public hearing is held; district is approved, and the 2nd public hearing is set.
- July 6th & July 13th – Notices for 2nd public hearing are published in newspaper.
- First class mailings are sent at least ten (10) days prior to hearing
- July 18th - 2nd Public hearing is held, the assessment roll is set, and the Township will authorize Engineer to resume preliminary engineering.
- Mid-August - Preliminary Engineering completed
- Mid-September – Bid Opening
- October – Contract Award
- Late Fall/Early Spring - Construction

If you have any questions or would like to discuss this further, please contact me.

Sincerely,

Ron Akers, AICP
Director of Planning and Economic Development

PA 188 of 1954 PROCEEDINGS

AFFIDAVIT OF MAILING

I, Ron Akers, being first duly sworn, depose and say that I personally prepared for mailing and mailed by first class mail, on Wednesday July 5, 2017, a Notice of Hearing, a true copy of which is attached hereto and made a part hereof, to each owner of or party in interest in property located within the McBride Road Improvement Special Assessment District as described in the attached notice, whose name appears on the last local tax assessment records for ad valorem tax purposes, which has been reviewed by the local Board of Review as supplemented by any subsequent changes in the names or the addresses of such owners or parties listed thereon; that I personally checked each envelope against the list of such owners or parties in interest shown by said tax assessment roll and that each envelope was properly addressed to each such owner or party in interest as shown on said tax assessment roll; that each such envelope had contained therein the appropriate notice of the aforesaid hearing, was securely sealed, with postage fully prepaid thereon for first class mail delivery, and was properly addressed; that I personally placed all of said envelopes in a United States Post Office receptacle in Van Buren Township, Michigan, on said date; that said notice referred to a hearing scheduled for July 18, 2017, before the Charter Township of Van Buren Township Board.

Ronald A. Akers 7-5-17
Signature :

Ronald A. Akers 7-5-17
Name & Title (printed)

Director of Planning + Economic Development

PA 188 of 1954 PROCEEDINGS

**CHARTER TOWNSHIP OF VAN BUREN
WAYNE COUNTY, MICHIGAN**

NOTICE OF PUBLIC HEARING ON THE SPECIAL ASSESSMENT ROLL FOR THE MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT.

To the residents and property owners of the Charter Township of Van Buren, Wayne County, Michigan, the owners of land within the **MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT** and any other interested persons:

PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll covering all affected properties within the **MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT (MAP ATTACHED)** that are benefited by the proposed rehabilitation and improvement of McBride Road. based upon the recommendation and cost estimates of the Township Engineer. Said assessment roll has been prepared for the purpose of assessing a portion of the costs of the rehabilitation and improvement of McBride Road between Quirk Road and Beck Road per recommendation and cost estimates of the Township Engineer and costs incidental thereto within the special assessment district as detailed on the plans of the Township Engineer on file with the Township Clerk at the Township Hall, 46425 Tyler Road, Van Buren Township, Michigan. The proposed total assessment for each tax parcel is as follows:

- A. For parcel 83-063-99-0001-000, also known as, 47097 McBride Road which is owned by Van Buren Public Schools, the assessment shall be at \$90,000 as specified in the agreement between Van Buren Public Schools and the Charter Township of Van Buren dated May 25, 2017 and the Van Buren Public Schools Resolution Authorizing a Special Assessment Agreement dated February 27, 2017. The \$90,000 shall be payable in accordance with the above mentioned agreements.
- B. The remaining parcels within district shall be assessed upon a unit basis with each parcel assessed for 1/33 share of the remaining sum. This is estimated to total \$2,891.12 which may be paid by property owners in up to five (5) annual installments of \$578.22 each, plus interest.

PLEASE TAKE FURTHER NOTICE The assessment represents the local match of a project, in which 80% of the construction costs are to be paid by Wayne County.

PLEASE TAKE FURTHER NOTICE that the Township Board will meet at the Van Buren Township Hall, 46425 Tyler Road, Van Buren Township, Michigan on Tuesday, July 18, 2017 at 7:00 PM for the purpose of reviewing said special assessment roll, hearing any objections thereto from the public, and approving the roll. Said roll may be examined at the office of the Township Clerk during business hours of regular business days until the time of the public hearing and may be examined at said hearing.

Any owner, or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required. The owner or any person having an interest in the real property who protests in person or in writing at this hearing may file a written appeal of this special assessment with the state tax tribunal within 30 days after the confirmation of the special assessment roll.

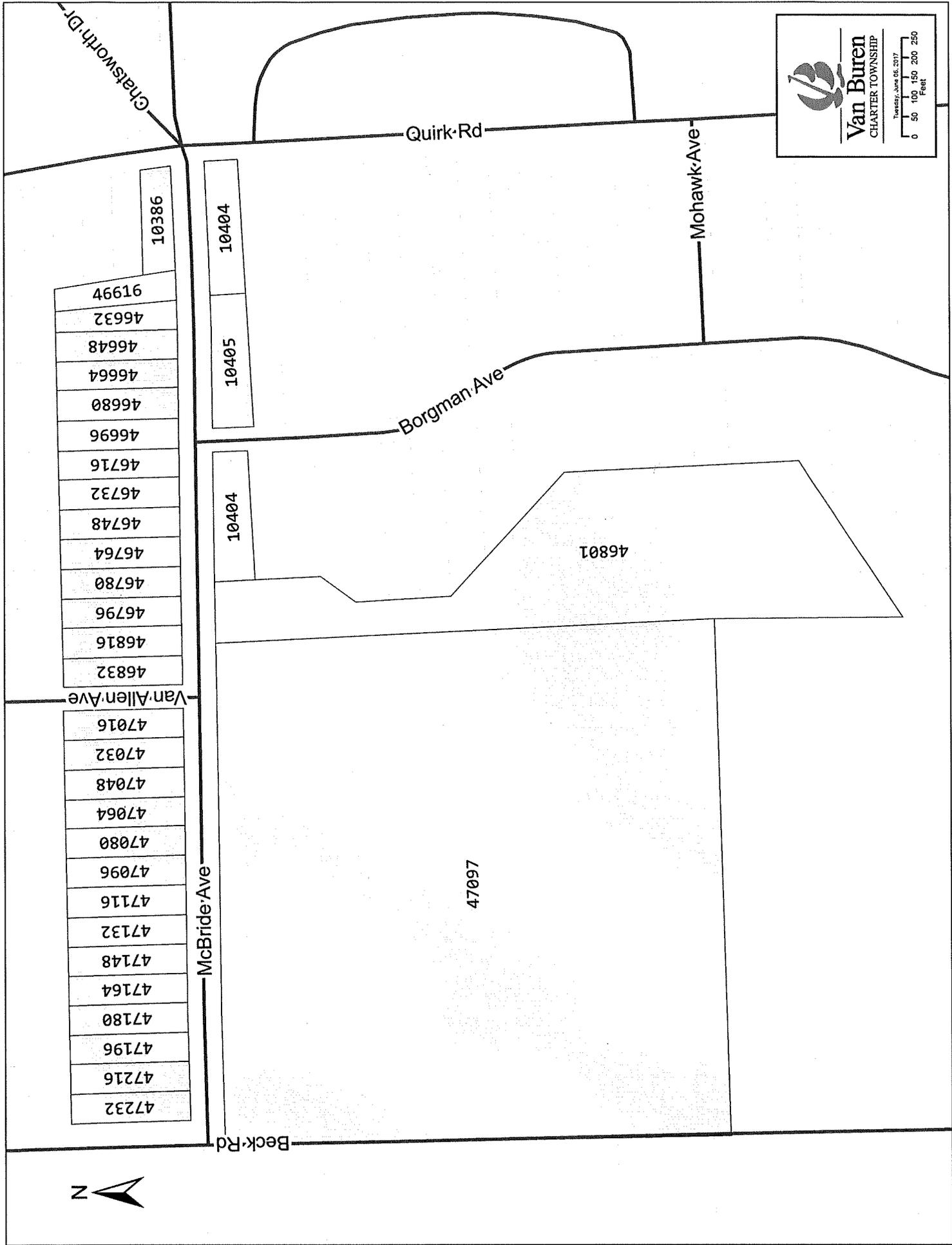
Publish: July 06, 2017; July 13, 2017



Van Buren
CHARTER TOWNSHIP

Tuesday, June 06, 2017

0 50 100 150 200 250
Feet



82 83 062 01 0105 000
STARK, PATRICK & ELIZABETH
10386 QUIRK RD
BELLEVILLE MI 48111

82 83 062 01 0106 000
JOHNSON, JESSE
46616 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0107 000
WYLIE, HELEN
46632 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0108 000
GALLEY, DARYL
46648 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0109 001
FABINSKI, DARRYL-CYNTHIA
46664 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0109 002
JERNIGAN, RICHARD & CONNIE
46680 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0111 000
HALLOCK, GARY & ANDREA
46696 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0112 000
HOLLENBECK, RALPH & HAZEL
1002 45TH AVE DR E
ELLENTON FL 34222-2735

82 83 062 01 0113 000
MONOPOLY INVESTMENTS, LLC
134 W UNIVESTIRY, STE 316
ROCHESTER MI 48307

82 83 062 01 0114 000
SOLOMON, KORY & JENNIFER
46748 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0115 000
GROESBECK, KENNETH G.
46764 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0116 000
WESLEY, LINARD
46780 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0117 000
DEBIAS, ANTHONY-SONIA
46796 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0118 000
BAILEY, DALE
46816 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0119 000
BREZEALE, CHARLES
46832 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0120 000
JONES, JENNIFER
47016 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0121 000
HOPPE, WAYDE
47032 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0122 000
GRAY, STEPHANIE
47048 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0123 000
MASSEY, GLEN H.
47064 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0124 000
BLADE, LODEMA & DEWITT, CHRISTOPHER
47080 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0125 000
NICKELL, RANDELL ET. AL.
47096 MCBRIDE AVE.
BELLEVILLE MI 48111

82 83 062 01 0126 000
TOEPFER, DAVID J.
47116 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0127 000
STRANGE, DANIEL J.
47132 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0128 000
METRO BAPTIST CHURCH
VAPREZSAN, JOHN, PASTOR
47100 N I-94 SERVICE DR
BELLEVILLE MI 48111

82 83 062 01 0129 000
DEBORD, TINA G
47164 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0130 000
APOSTOLOU, DIMITRI & AMANDA
47180 MCBRIDE AVE
BELLEVILLE MI 48111

82 83 062 01 0131 000
MACLEAN, JOHN & CAROL
47196 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0132 000
COUGHLIN, BONNIE
47216 MC BRIDE
BELLEVILLE MI 48111

82 83 062 01 0133 000
CLAY, DANIEL
47232 MC BRIDE
BELLEVILLE MI 48111

82 83 063 01 0001 000
WOLF, STEVEN
10404 BORGMAN
BELLEVILLE MI 48111

82 83 063 01 0066 000
OLIVE, BOBBY
10404 QUIRK RD
BELLEVILLE MI 48111

82 83 063 01 0067 000
ANZALONE, LAURENCE-THERESA
10405 BORGMAN
BELLEVILLE MI 48111

82 83 063 99 0001 000
VAN BUREN PUBLIC SCHOOL
555 W COLUMBIA
BELLEVILLE MI 48111

82 83 063 99 0002 000
LESPERANCE, CRYSTAL
46801 MCBRIDE AVE
BELLEVILLE MI 48111

**PA 188 of 1954 Proceedings
RESOLUTION 2017-14**

**RESOLUTION TO SCHEDULE A HEARING ON THE ASSESSMENT ROLL FOR THE
MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT**

WHEREAS, the Supervisor and Assessing Officer of the Township, in accordance with Resolution of the Township Board and the laws and statutes pertinent thereto, shall prepare a special assessment roll in the total amount of first year \$185,407.00. Annual payments are estimated as follows:

- A. For parcel 83-063-99-0001-000, also known as, 47097 McBride Road which is owned by Van Buren Public Schools, the \$90,000 assessment shall be paid in full at the time the Charter Township of Van Buren approves preliminary engineering to commence for the Project as specified in the Agreement between Van Buren Public Schools and the Charter Township of Van Buren dated May 25, 2017.
- B. For the remaining parcels in the MCBRIDE ROAD IMPROVEMENTS SPECIAL ASSESSMENT DISTRICT annual payments are estimated at \$578.22 per year, per parcel for five (5) years plus interest, based upon a unit basis with each parcel assessed for 1/33 of the remaining estimated costs.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

- 1. That said special assessment roll shall be filed with the Township Clerk and shall be available for public examination during regular working hours of regular working days from Thursday July 6, 2017 until the public hearing upon the same and shall further be examined at such public hearing.
- 2. That the Township Board shall meet at 7:00 p.m. on Tuesday July 18, 2017 at the Van Buren Township Hall located at 46425 Tyler Rd, Van Buren Township, Michigan, within the Township, to review such special assessment roll and hear any objections thereto.
- 3. That the Township Clerk shall cause Notice of such hearing and the filing of such assessment roll to be published twice in the Belleville Independent, a newspaper of general circulation in the Township prior to the date of the hearing with the first publication being not less than ten (10) days prior to the hearing and shall further cause Notice of such hearing to be mailed by First Class Mail to all owners of or persons interested in property within the MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT as shown on the current assessment roll of the Township also at least ten (10) days prior to said hearing, all in accordance with law and statute provided.
- 4. All Resolutions and parts of Resolutions insofar as they conflict with the provisions of the within Resolution are hereby rescinded.

CERTIFICATE

I, Leon Wright, the duly elected and acting clerk of the Charter Township of Van Buren, hereby certify that the foregoing constitutes a true copy of an excerpt of the Minutes of a regular meeting of the Township Board, Wayne County, Michigan, held on June 20, 2017, at which meeting members were present as indicated in said minutes and voted as therein set forth; that said meeting was held in accordance with the Open Meeting Act of the State of Michigan, and the foregoing Excerpt contains all material pertinent to the McBride Road Improvement Special Assessment District.

Leon Wright, Township Clerk

Date

TECHNICAL MEMORANDUM

Wayne County Local Partnering Initiative for Township Roads

Prepared For: Mr. Ron Akers, Director of Planning and Economic Development

Prepared By: David M. Nummer, PE

Date: January 5, 2016

Wayne County has made available a pool of funds that may be used by Wayne County Townships to repair, resurface, or reconstruct local roads. The available funding for each community is based upon population. For Van Buren Township, the available funding for construction in 2016 is \$750,000. In order to take advantage of this funding, the Township must submit an application which includes the following information:

- The project must meet eligibility requirements
- Detailed scope of the project
- Engineer's estimate of cost
- Statement certifying that the Township has the capital to front the costs of the project
- Acknowledgement that the Township's Contractor must comply with permit requirements including insurance and bonds

The proposed project for 2016 is to pave McBride Avenue from Quirk Road to Beck Road. McBride Avenue is an existing gravel road that serves the adjacent residential properties and provides access to North Middle School.

A map showing the project area is attached as Exhibit A.

Project Eligibility

The proposed project includes road improvements to McBride Avenue. McBride Avenue is a residentially zoned street that is under the jurisdiction of Wayne County. As local streets they are not eligible for Federal aid.

Detailed Project Scope

McBride Avenue was originally constructed as a gravel subdivision street in the 1950's. The existing roadway widths are approximately 27 feet wide with open ditches. The existing gravel surface is rough with numerous potholes. See attached photos.

The proposed project includes paving the roadway and excavating ditches where necessary. The roadway section will be constructed in accordance with Wayne County standard detail L-2, "*Typical (SAD) HMA Local Road over Existing Aggregate*" with the exception that we will maintain the existing 27 foot width. For purposes of cost estimating, we have assumed a pavement section consisting of 1½ inch HMA wearing course and 3 inches HMA base course on top of existing aggregate base. Other project work will include minor ditching, relocation of mailboxes (if required), restoration of the disturbed areas of the right-of-way, mobilization, traffic control, and other associated work items.

Engineer's Estimate of Cost

The total project cost is estimated at \$882,890.13. This includes construction cost, engineering and contingency. A detailed cost estimate is attached as Exhibit B.

Township Acknowledgements

Van Buren Township certifies that they have the capital assets necessary to complete the project, including the 20% local match. Furthermore, the Township understands that this funding from Wayne County will be in the form of a reimbursement after the project has been completed. The reimbursement amount will be the project cost less the 20% local match, with a maximum reimbursement amount of \$750,000.

The Township will be responsible for contracting the work and administering the construction contract. An interagency agreement with Wayne County will be necessary to clearly define the duties and responsibilities of each party. The Township understands that this project will require a permit from Wayne County and that the Contractor for the project will be subject to any permit requirements including providing insurance and bonds as required by Wayne County.

DMN:

VCN 1020-15T

[Local Road Partnering Tech Memo.docx](#)

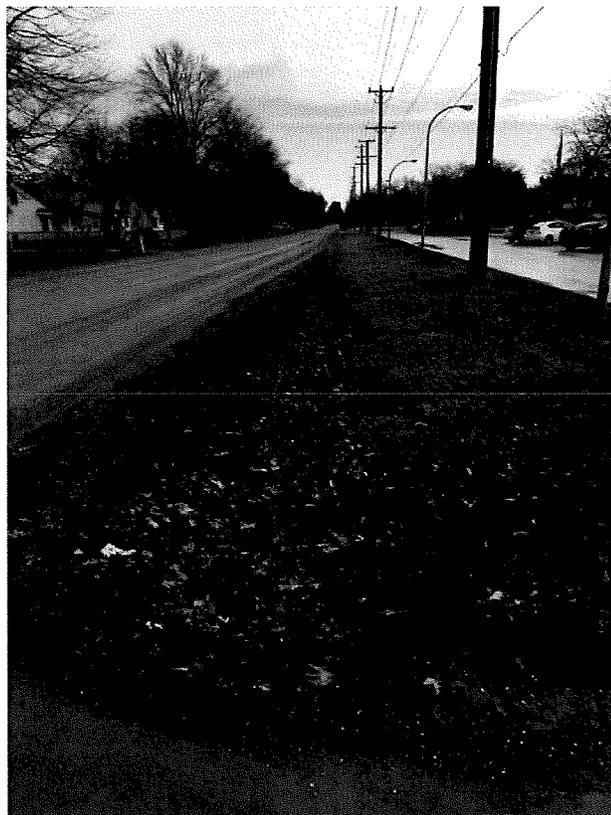
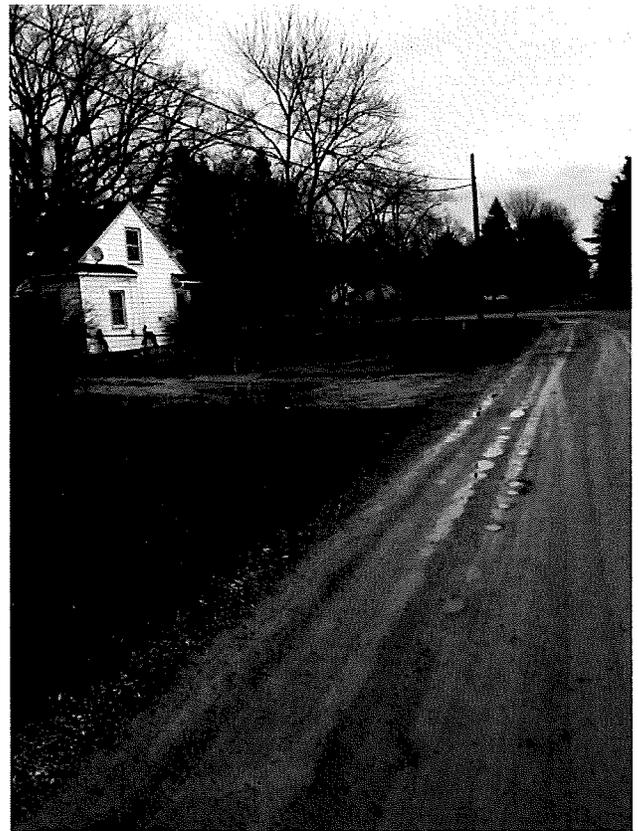
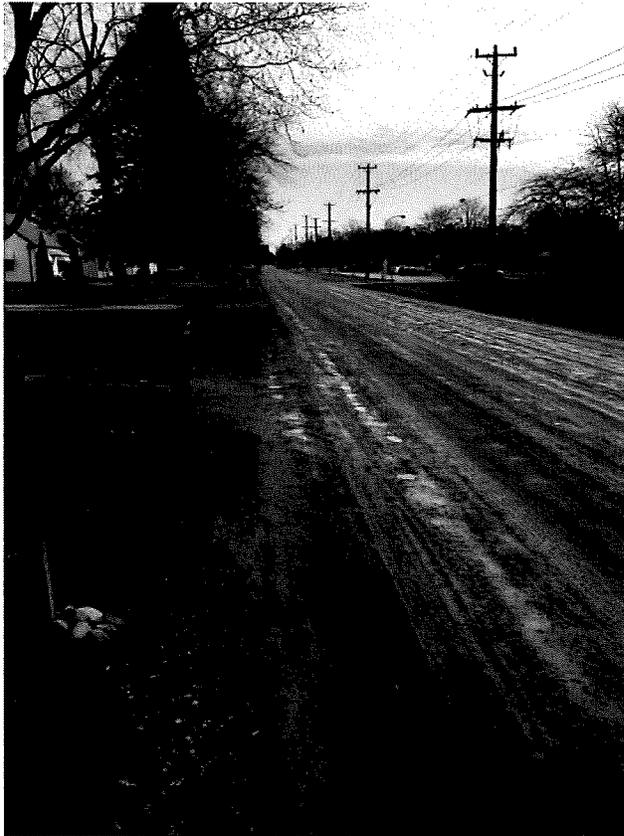
Enclosures:

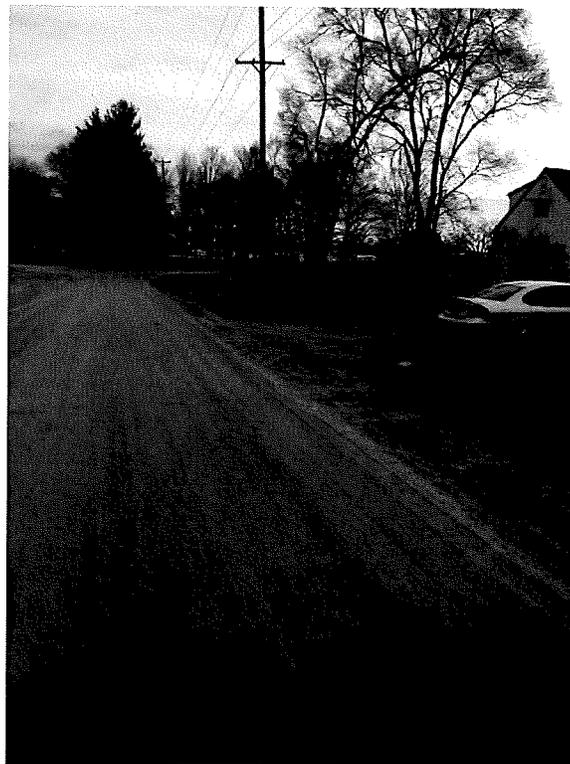
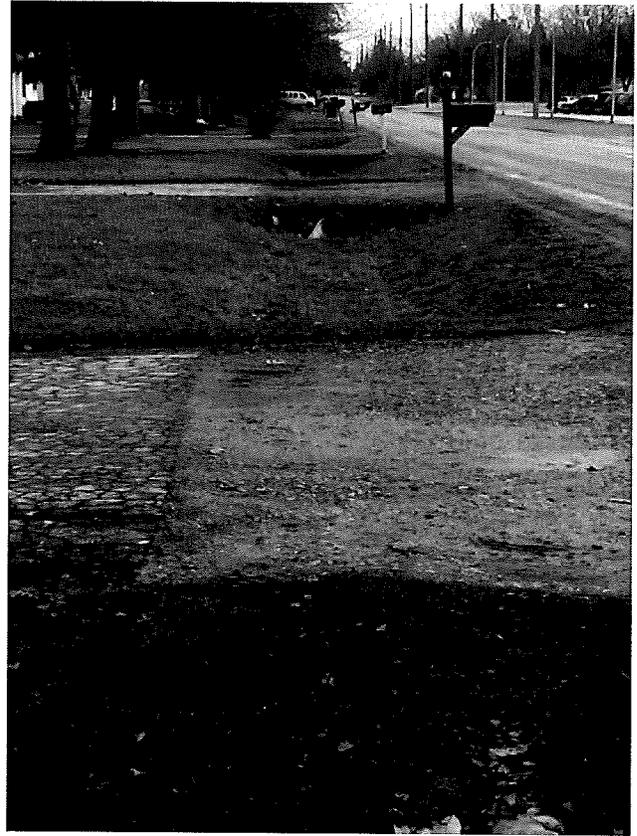
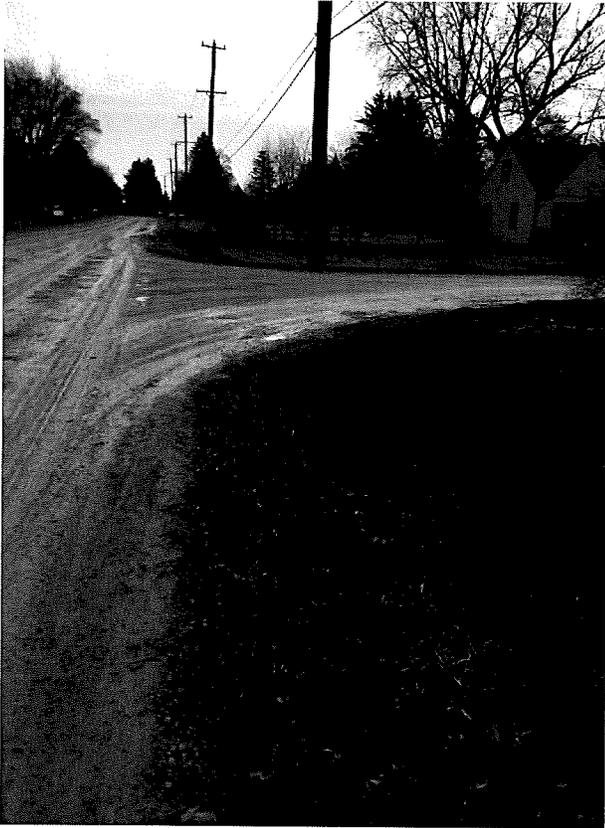
Existing Condition Photos

Exhibit A – Project Area Map

Exhibit B – Engineer's Estimate of Probable Construction Cost

Wayne County Standard Detail L-2







Project Area

Google Earth

Van Buren Charter Tow

Lake Crest Dr

Dewitt Rd

Belleville Rd

Westh...

Sage Crk

Purple Sage Crk

Excelsior St

Clayton St

Garfield St

Wayne County 4-H Fair-Growth

Monaw St

Borgman Ave

Van Allen St

McBride Ave

Beck Rd

94

N-Interstate-94-Service Dr

Detroit Industrial Expy

S-Interstate-94-Service Dr

© 2015 Google

Shuman Dr N

Village Green Dr

Village Green

WADE TRIM
Prelim cost Est.

SUBJECT McBride Paving

JOB NO.

CLIENT: Van Buren Township

DATE: January 5, 2016

Bid Date:

PAY ITEM

NUMBER	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Eng. Est.
1	Scarify, regrade, and add 3" 21AA agg	8,500	Syd	\$10.00	\$85,000.00
2	Pavement Remove, Butt Joint	50	Syd	\$20.00	\$1,000.00
3	Bituminous Drives, Remove	1,125	Sft	\$2.25	\$2,531.25
4	Concrete Drives, Remove	1,125	Sft	\$3.00	\$3,375.00
6	12" CMP Drive Culverts Including end sections	5	Each	\$1,000.00	\$5,000.00
6	Ditching	1200	LF	\$125.00	\$150,000.00
7	Subgrade Undercut and 21AA Backfill	100	Cyd	\$57.00	\$5,700.00
8	Embankment	200	Cyd	\$13.00	\$2,600.00
9	Maintenance Aggregate	100	Ton	\$23.00	\$2,300.00
10	Aggregate Bleeder	2	Each	\$1,000.00	\$2,000.00
11	Bituminous Leveling Course, LVSP	2200	Ton	\$80.00	\$176,000.00
12	Bituminous Wearing Course, LVSP 20AAA	750	Ton	\$80.00	\$60,000.00
13	Agg Surface Course, 6", Drives	125	Syd	\$5.00	\$625.00
14	Bituminous Drives, LVSP	50	Ton	\$190.00	\$9,500.00
15	Concrete Drive, 6 inch	125	Syd	\$93.00	\$11,625.00
16	Relocate Mailbox, with New Post	27	Each	\$170.00	\$4,590.00
17	Miscellaneous Sign Type B, Perm	100	Sft	\$15.00	\$1,500.00
18	Restoration with 4 inches Topsoil, Seed Fertilizer and Mulch	10,120	Syd	\$12.50	\$126,500.00
19	Traffic Maintenance and Control	1	L.S.	\$12,000.00	\$12,000.00
20	Audio/Video Route Survey	1	L.S.	\$1,200.00	\$1,200.00
21	Inspector Days	\$700.00	\$/Day	23	\$16,100.00
(Items 1 thru 20)				Total	\$679,146.25
				<i>Contingency/Engineering/CE 30%</i>	\$203,743.88

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 07/17/17

BOARD MTG. DATES: 07/18/17

Consent Agenda _____ **New Business** X Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	To consider Resolution 2017-16 to confirm and approve the McBride Road Improvement Special Assessment District assessment roll.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	To consider Resolution 2017-16 to confirm and approve the McBride Road Improvement Special Assessment District assessment roll.
-------------------------	---

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	<p>After the public hearing has been conducted for the assessment roll for the McBride Road project the Township Board will have to confirm the assessment roll to move forward with the project. The proposed resolution 2017-16 essentially does the following three (3) actions:</p> <ul style="list-style-type: none"> A. The resolution indicates that the Township Board confirms the assessment roll. B. The resolution divides the payments into five (5) equal annual installments with the 1st payment being placed on the 2018 winter tax roll. The remaining four (4) installments will be placed on the following years winter tax rolls. C. The resolution sets a 1.25% interest rate on the loan the Township will provide to cover the costs of the special assessment district. This interest rate is the same as what was charged for Venetian, Dewitt, and Jeanette project. <p>If this resolution is approved the next steps involved in the process will be for the Township Board to adopt a resolution authorizing the loan from the Landfill Fund and the Township reauthorizing preliminary engineering for the road project.</p>
--	--

BUDGET IMPLICATION	None, costs are pass through.
IMPLEMENTATION NEXT STEP	See above

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A

ATTORNEY RECOMMENDATION	N/A
<small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>	

ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**CHARTER TOWNSHIP OF VAN BUREN
RESOLUTION 2017-16
TO CONFIRM THE MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT
DISTRICT ASSESSMENT ROLL**

WHEREAS, the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, after due and legal notice, has conducted a public hearing upon a proposed assessment roll prepared by the supervisor and assessing officer of the township for the purpose of defraying a portion of the costs of road improvements proposed to be installed within the MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT, as shown on the plans and specifications for such project, and;

WHEREAS, such public hearing was preceded by proper notice in the Belleville Independent, a newspaper of general circulation in the Township, and by first-class mail notice to each property owner of record within said district and upon said assessment roll, and;

WHEREAS, comments were received from those present at such public hearing concerning said assessment roll and opportunity to all present to be heard in the matter, and;

WHEREAS, (no) written objections were received to said roll and levy (or objections received) to said MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT, and;

WHEREAS, the oral comments received indicated the reasonableness of the following amendments to said assessment roll, and;

WHEREAS, a record of those present to protest, and of written protests submitted at or before the public hearing was made a part of the minutes of the hearing, and;

WHEREAS, it is the opinion of the Township Board that no further time should be granted for the consideration of the matter, and;

WHEREAS, the Township Board has duly inspected the proposed assessment roll and considered all comments and proposed amendments thereto and has found the proposed assessment roll to be correct, just and reasonable;

NOW THEREFORE, BE RESOLVED AS FOLLOWS:

1. The assessment roll submitted by the supervisor and assessing officer of the Township (as amended in the within resolution) shall hereafter be designated as MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT assessment roll, and shall hereby be confirmed as the assessment roll for the MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT.

2. The assessments in said MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT shall be divided into five (5) equal annual installments of principal with the first installment to be placed on the 2018 winter tax roll and the following installments to be placed

on the winter tax rolls during the years following. All unpaid installments prior to their transfer to the tax roll as provided by Michigan Public Act 188 of 1954, as amended, shall bear interest payable annually on each installment due date at the rate of 1.25% per annum commencing on the first installment due date herein before set forth. Any payments made before such first installment due date shall not bear any such interest.

3. Future due installments of an assessment against any parcel of land may be paid to the Township Treasurer at any time in full with interest accrued through the month in which the final installment is paid in accordance with the Michigan Public Act 188 of 1954, as amended. If any installment of a special assessment is not paid when due, then the installment shall be considered to be delinquent and there shall be collected, in addition to interest as provided by this section, a penalty at the rate of 1 percent for each month, or fraction of a month, that the installment remains unpaid before being reported to the Township Board for reassessment upon the township tax roll, also in accordance with said PA 188.

4. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with the direction of the Township Board and said PA 188, as amended.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

CERTIFICATE

I, Leon Wright, the duly elected and acting clerk of the Charter Township of Van Buren, hereby certify that the foregoing constitutes a true copy of an excerpt of the Minutes of a regular meeting of the Township Board, Wayne County, Michigan, held on July 18, 2017, at which meeting members were present as indicated in said minutes and voted as therein set forth; that said meeting was held in accordance with the Open Meeting Act of the State of Michigan, and the foregoing Excerpt contains all material pertinent to the McBride Road Improvement Special Assessment District.

Leon Wright, Township Clerk

Date

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 07/17/17

BOARD MTG. DATES: 07/18/17

Consent Agenda _____

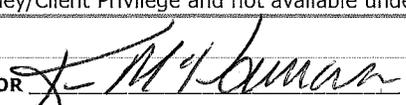
New Business

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider Resolution 2017-17 a resolution regarding the loaning and reimbursement of landfill funds for local participation in road improvements for the McBride Road Improvement Special Assessment District; setting an interest rate.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider Resolution 2017-17 a resolution regarding the loaning and reimbursement of landfill funds for local participation in road improvements for the McBride Road Improvement Special Assessment District; setting an interest rate.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>This resolution authorizes the use of landfill fund dollars to finance the up-front costs of the McBride Road project. Based on the special assessment roll which was previously approved, this amount will be \$185,407. Please keep in mind that the \$185,407 includes the \$90,000 which will be paid by the school district. This number needs to be included in the loan amount, but they will have paid in full the amount prior to any funds being transferred from the Township.</p> <p>Additionally, this resolution also establishes the interest charge at 1.25% which is consistent with what we charged for the Venetian, Dewitt, and Jeanette road improvement project. Please feel free to contact me with any additional questions.</p>	
BUDGET IMPLICATION	None, costs are pass through.
IMPLEMENTATION NEXT STEP	See above
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**CHARTER TOWNSHIP OF VAN BUREN
RESOLUTION 2017-17**

A RESOLUTION REGARDING THE LOANING AND REIMBURSEMENT OF LAND FILL FUNDS FOR LOCAL PARTICIPATION IN ROAD IMPROVEMENTS FOR THE MCBRIDE ROAD IMPROVEMENT - SPECIAL ASSESSMENT DISTRICT; SETTING AN INTEREST RATE.

The Board of Trustees of the Charter Township of Van Buren (Township) hereby resolves:

WHEREAS, the County of Wayne created and funded a Local Roads Paving Initiative program in 2014 making County Road funds available to the Township to pay for 80% of the construction costs of improving certain local public roads subject to the balance of funds being supplied as a local match,

WHEREAS, the property owners in the area now known as MCBRIDE ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT (SAD) circulated petitions to create a special assessment district under PA 188 of 1954, as amended,

WHEREAS, the required public hearings were held and the Township created the SAD and established an assessment roll pursuant to the Act,

NOW THEREFORE BE IT RESOLVED: that the Township Board hereby authorizes the expenditure of funds from the fund balance of the Land Fill fund to cover the local match required by Wayne County. Funds will be transferred as required to pay approved project invoices. Those funds will be repaid from the collection of assessments through the SAD over five (5) annual installments with an interest charge equal to 1.25%,

BE IT FURTHER RESOLVED: that all funds paid by the Township to meet the local portion of the project shall become an obligation of the above mentioned SAD,

BE IT FURTHER RESOLVED: that the Township designates that collections of future special assessments, including interest, will be returned to the Land Fill Fund to reimburse the funds provided to the SAD to meet the local matching obligation.

CERTIFICATE

I, Leon Wright, the duly elected and acting clerk of the Charter Township of Van Buren, hereby certify that the foregoing constitutes a true copy of an excerpt of the Minutes of a regular meeting of the Township Board, Wayne County, Michigan, held on July 18, 2017, at which meeting members were present as indicated in said minutes and voted as therein set forth; that said meeting was held in accordance with the Open Meeting Act of the State of Michigan, and the foregoing Excerpt contains all material pertinent to the McBride Road Improvement Special Assessment District.

Leon Wright, Township Clerk

Date

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

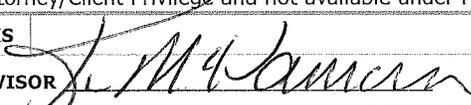
WORK STUDY MEETING DATE: 07/17/17

BOARD MTG. DATES: 07/18/17

Consent Agenda _____ **New Business** X Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	To consider the reauthorization of Wade Trim to resume preliminary engineering for the McBride Road Improvement project.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Dave Nummer, Wade Trim Engineer

Agenda topic

ACTION REQUESTED	To consider the reauthorization of Wade Trim to resume preliminary engineering for the McBride Road Improvement project.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	After the approval of the assessment roll for the McBride Road Improvement project, the Township will need to resume the preliminary engineering work to get the project ready to bid out. Wade Trim has offered to resume the preliminary engineering work on the McBride Road project at the same price which was previously approved by the Township Board last year (\$45,000). If this item is approved the Township engineer will proceed with the preliminary engineering and get the project prepared to bid out.
BUDGET IMPLICATION	None, costs are pass through.
IMPLEMENTATION NEXT STEP	Complete preliminary engineering and solicit bids for the project.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Akers, Ron

From: Nummer, David <DNummer@WadeTrim.com>
Sent: Tuesday, July 11, 2017 4:20 PM
To: Akers, Ron; Taylor, James
Subject: McBride Road Paving and Water Main Design
Attachments: 20160217Akers.pdf; 20160308Taylor.pdf

Hi Ron and Jim. Attached are the proposals we had previously submitted to the Township for work on McBride. The Board had approved the paving design work, and we began the survey when the project was put on hold. Since this proposal had been approved by the Township Board, we are comfortable resuming work at your direction, or if you prefer to have the Board reaffirm their approval of the proposal we are comfortable with that as well. We are willing to hold our original pricing which includes the survey work already performed.

As to the water main design I do not recall if that proposal was ever presented to the Board for approval or not. That was right around the time when the project was being put on hold, so that one may not have been presented. If the Township still desires to replace the water main in conjunction with the paving project we would ask that you also approve that proposal for the water main design work. As with the paving work we are willing to hold our original pricing for this project.

If you have any questions please do not hesitate to contact us at 734-947-2793.



David M. Nummer, Professional Engineer
25251 Northline Road, PO Box 10, Taylor, MI 48180
734.947.2793 office | 734.947.9726 fax

Engineering | Landscape Architecture | Operations | Planning | Sciences | Surveying



Please consider the environment before printing this message.

This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged and/or confidential under applicable law. If you are not the intended recipient, please notify the sender by electronic mail or telephone and delete the original message without making any copies; any unauthorized viewing, copying, disclosure or distribution of this information may be subject to legal restriction and penalty.



WADE TRIM

February 17, 2016

Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

Attention: Mr. Ron Akers, Planning and Economic Development Director

Re: Design Engineering Proposal for McBride Avenue Paving

Dear Mr. Akers:

Van Buren Township is the recipient of funding from Wayne County that may be used to improve local roads. For 2016, a total of \$750,000 is available with a local match of 20% required. The project selected for this year is the paving of McBride Avenue, from Quirk Road to Beck Road. This existing gravel road is the primary access to North Middle School. The School District has been contacted to determine if they would be willing to provide the 20% local matching funds for the project.

McBride Avenue appears to be the original gravel subdivision road and is approximately 27 feet wide. The existing surface is severely deteriorated with large potholes and rutting. During the spring thaw the road surface becomes very rough and can be almost impassible at times. Drainage along McBride Avenue is handled by open roadside ditches, most of which appear to be in good condition and functioning well. There are a few areas near the school and also near Quirk Road that will need additional ditching to properly convey drainage.

The proposed project includes reuse of the existing gravel base to the greatest extent possible and the addition of a new asphalt pavement surface. The roadway section will be constructed in accordance with Wayne County standard detail L-2, "*Typical (SAD) HMA local road over existing aggregate with open shoulder*". For purposes of cost estimating, we have assumed a pavement section consisting of three inches of new aggregate base, three inches of HMA base, and 1.5 inches of HMA top. This pavement section will be confirmed with the Wayne County Engineering staff during project design. Aggregate bleeders will be extended out to the existing ditch in order to properly drain the sub-base. Minor ditch grading will be required at several locations along the project. Other project work will include relocation of mailboxes (if required), restoration of the disturbed areas of the right-of-way, mobilization, traffic control and other associated work items.

We propose to provide the following professional services for this project:

1. Conduct a project kick-off meeting with Wade Trim engineers, Township representatives and Wayne County permitting staff. The purpose of the meeting is to confirm the scope of the work and to review any information that is needed by Wayne County in order to issue construction permits.
2. Our survey crews will complete a topographic survey of the existing pavement, ditches, drive approaches, utilities, structures and other features in the road right-of-way that may be affected by the proposed construction. This topographic data will become the basis for the computer model and roadway design.

Wade Trim Associates, Inc. 734.947.9700
25251 Northline Road 800.482.2864
P.O. Box 10 734.947.9726 fax
Taylor, MI 48180 www.wadetrिम.com

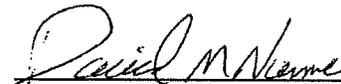


3. Soil Borings – For this project, it is important to determine the existing subsurface conditions so the roadway can be designed for maximum service life. We will obtain soil borings to a depth of five feet at several locations along McBride Avenue.
4. We will design the new pavement based on recommendations from the geotechnical engineer. The existing gravel will be retained as base material and will be supplemented with additional aggregate base. Our plans will include a removal plan, a proposed plan with proposed horizontal and vertical alignments, proposed pavement cross section, limits of construction, existing utilities and associated work items. The preliminary plans will be reviewed with Township staff and Wayne County permitting staff. Any review comments will be incorporated into the final design documents.
5. Our plans will include a proposed construction detour plan if necessary.
6. Permitting – We assume that the only permits needed for this project are through Wayne County for work in the right-of-way. We are not anticipating the need for other permits at this time. We will submit plans for permit review and address any comments from the permitting engineer.
7. Wade Trim will prepare specifications, contract documents and a bidding package that can be used to obtain competitive bids for the project.
8. A final construction cost estimate will be provided to the Township based on the final quantities and final design.
9. Wade Trim will assist the Township with the bidding process including addressing any questions that arise, issuing addendums as necessary and conducting the actual bid opening. All bids received will be verified and tabulated. After review of the bids, Wade Trim will provide a recommendation to the Township Board for award of the project to the lowest responsive bidder.

We propose to provide this scope of services on a time and materials basis for an amount not-to-exceed \$45,000.00. This scope of services will bring the project through design and bidding to contract award by the Township, but does not include construction engineering, testing or inspection. We will provide a separate proposal for these services based on the quantities of work and project timeline that is determined through the project design process. Should you have any questions on this proposal, please contact me directly at 734.947.2793.

Submitted by: Wade Trim Associates, Inc.

Acceptance by: Van Buren Township



David M. Nummer, PE, Client Representative

Linda Combs, Township Supervisor

Leon Wright, Township Clerk

DMN:ka
VBN 1000-16T
20160217Akers.docx

cc: Mr. Matthew Best, Deputy Director

Charter Township of Van Buren

Agenda Item: _____

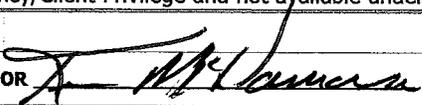
REQUEST FOR BOARD ACTION

WORK STUDY: JULY 17, 2017
1ST READING DATE: JULY 18, 2017
2ND READING DATE: AUGUST 1, 2017

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 07-18-17(1) to discuss an approval of the amendment of Sec. 50-1 to 50-3 of Article I (In General) of Chapter 50 (Law Enforcement).		
DEPARTMENT	Police Department		
PRESENTER	Director Greg Laurain		
PHONE NUMBER	(734) 699-8930		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED	
First reading of Ordinance 07-18-17(1) to discuss an approval of the amendment of Sec. 50-1 to 50-3 of Article I (In General) of Chapter 50 (Law Enforcement).	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The addition of the parking citation ordinances, Sec. 50-1 to 50-3, allows the Township to train and utilize volunteers, including police officers for the Wayne County Community College District, to write certain parking citations (civil infractions only).	

BUDGET IMPLICATION	None anticipated
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 07-18-17(1)

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Trustees: _____

ABSENT: Trustee: _____

It was moved by Trustee _____ and supported by Trustee _____

the following Ordinance be adopted to amend Sec. 50-1 to 50-3 of Article I (In General) of Chapter 50 (Law Enforcement) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 50-1. Issuance of Parking Citations by Persons Other Than Police Officers

The Township, pursuant to MCL § 257.742(6) and MCL § 257.675d, as amended, authorizes the Director of Public Safety to implement and administer a program to authorize and utilize persons other than police officers as volunteers to issue parking citations for the violations specifically set forth in Section 50-2 of this Chapter. The Director of Public Safety shall maintain a list of such authorized persons and may add or remove persons from that list at his/her sole discretion.

Sec. 50-2. Prohibited Parking

A vehicle shall not be parked, except if necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:

- (a) On a sidewalk.
- (b) In front of a public or private driveway.
- (c) Within fifteen (15) feet of a fire hydrant.
- (d) On a crosswalk.

- (e) Within twenty (20) feet of a crosswalk, or if there is not a crosswalk, then within fifteen (15) feet of the intersection of property lines at an intersection of highways.
- (f) At a place where an official sign prohibits stopping or parking.
- (g) In a parking space which is clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the person is a disabled person as described in MCL § 257.19a or unless the person is parking the vehicle for the benefit of a disabled person. In order for the vehicle to be parked in the parking space the vehicle shall display 1 of the following:
 - i. A certificate of identification or windshield placard issued under MCL § 257.675 to a disabled person.
 - ii. A special registration plate issued under MCL § 257.803d to a disabled person.
 - iii. A similar certificate of identification or windshield placard issued by another state to a disabled person.
 - iv. A similar special registration plate issued by another state to a disabled person.
 - v. A special registration plate to which a tab for persons with disabilities is attached issued under this act.
- (h) In a clearly identified access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities.
- (i) In violation of an official sign restricting the period of time for or manner of parking.
- (j) In a place or in a manner that blocks access to a space clearly designated as a fire lane.

Sec. 50-3. Violations and Penalties; Severability; Savings; Repealer

- (a) Any person who violates any of the provisions of Section 50-2 is responsible for a civil infraction and shall pay the fines and costs as established by the 34th District Court, pursuant to MCL § 257.907(7).
- (b) Severability. If any Section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.
- (c) Savings. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.
- (d) Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

Kevin McNamara,
Supervisor, Charter Township of Van Buren

Leon Wright,
Clerk, Charter Township of Van Buren

Adopted: _____

Published: _____

Effective: _____

Charter Township of Van Buren

Agenda Item: _____

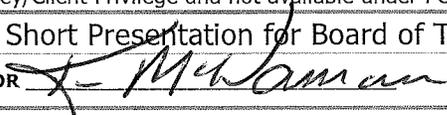
Work Study: July 17, 2017
Board Meeting Date:

REQUEST FOR BOARD ACTION

	Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	Edward Jones and One America			
DEPARTMENT	Supervisor Office			
PRESENTER	Nicole Sumpter, HR Director			
PHONE NUMBER	734.699.8900 ext. 9293			
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Alicia McGovern, Edward Jones Mike Murphy, One America			

Agenda topic

ACTION REQUESTED:	
Discussion on Retirement plan change over for all service providers to One America/Edward Jones. The action is for future approval and authorized execution of all agreements between the Township and One America/ Edward Jones.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The Township Retirement plan has been under heavy consideration for over a year now. The Retirement Committee interviewed several companies, while Plante Moran Financial Advisors completed an extensive analysis on all the fees associated with the current providers. The Retirement Committee concluded that a consolidation is the best course of action for the employees and the Township.	

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Initiate process with One America/Edward Jones.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	Short Presentation for Board of Trustees
APPROVAL OF SUPERVISOR	

Van Buren
CHARTER TOWNSHIP Employee Retirement Plan

Time to Talk About
Your Retirement

fppt.com

Edward Jones
Alicia M. McGovern | Financial Advisor

I have been with Edward Jones for 10 years and have had the office in Van Buren Township for 8 years. Our approach has been focused around creating strong relationships and communicating clearly. This has served us well as we are rated amongst the Top 25% in the firm for Customer Service.

We are excited to have the ability to educate and help our communities with their investment needs. This is truly our passion!

Edward Jones | Our Mission
We help serious, long-term investors achieve their financial goals by understanding their needs and implementing tailored solutions.

fppt.com

One America | Record Keeper

We understand the important role a solid communication and education program plays in employee retirement readiness.

One America offers comprehensive education programs and customized communication packages that empower employees to take control of their future.

The more employees know about investing and working toward their financial goals, the more eager they will be to get involved in preparing for retirement. Our participant communication and education program delivers information to aid participants on their path to retirement.

fppt.com

We personalize the experience

Notable Results

28% Participation Increase

Caribou Coffee
With retail locations across 21 states, Caribou Coffee Company, Inc.® looked for assistance in increasing participation for their employee 401(k) plan.

Founded in 1992, Caribou Coffee Company, Inc.® is one of the leading branded coffee companies in the United States, with a compelling multi-channel approach to their customers. Caribou works hard to ensure their guests not only get the highest quality coffee, but also the peace of mind that their coffee is sourced in an environmentally, socially and economically sustainable manner.

Strategy
OneAmerica created a custom communications plan to highlight the offerings and benefits of the plan and educate employees on the benefits of starting early to prepare for retirement. The materials for this plan were designed to reflect the Caribou Coffee brand and included posters, brochures and flyers. Additionally, an awareness poster was designed for employees on which they could write and share their retirement goals. On-site enrollment meetings were held to educate employees on plan details, as well as how to navigate the new plan website and its features. Results in the nine months following the on-site meetings, Caribou Coffee saw a 28 percent increase in their participation rate.
Caribou Coffee Company, Inc.® All rights reserved.

Customizable Communications

fppt.com

Our Difference | Our Commitment

- Committed to Plan Design
 - Employee Recruitment
 - Maximize participation
 - Control plan cost
- Committed to Retirement Readiness
 - Everything education
- Committed to Investment Selection and Monitoring
 - Appropriate investment choices
 - Monitoring changing investment options
 - Mitigate fiduciary risk
- Committed to Managing Administration
 - Simplify plan administration
 - Recordkeeping system custom built to meet the needs of all plan sizes
- Committed to Non ERISA and Fiduciary Responsibility
 - Understand your fiduciary responsibility
 - Provide appropriate investment options and monitoring
 - Satisfy reporting and disclosure requirements

fppt.com

Estimated Current Expenses	Estimated Proposed Expenses
401(a) Plan through John Hancock \$9.6 million with a weighted investment expense 1.28% = \$122,880	401(a) Plan through OneAmerica and Edward Jones \$9.6 million with weighted investment .70% = \$67,200
457 Plan through Nationwide \$1.4 million with a weighted investment expense 1.36% = \$19,040	457 Plan through OneAmerica and Edward Jones \$2.165 million with weighted .46% = \$9,939
457 Plan through Voya \$465k with weighted investment expense 1.21% = \$5,615	
457 Plan through ICMA \$230k with weighted investment expense 1.38% = \$307	
Total combined plan expenses 1.31% = \$152,552	Total combined plan expenses through OneAmerica and Edward Jones .65% = \$75,400

Approximate Annual Savings:
\$76,152

Van Buren Township Retirement Plan Comparison
Based on Plan Assets of \$11,696,111

fppt.com

ALICIA MCGOVERN

Personal References:

Mike Renaud, 734-697-6344. He said he has known Ms. McGovern for 10 years. Mr. Renaud described her as very honest and mature. He said she respects the law and those in positions of authority as well as the rights and property of others. He said Ms. McGovern interacts well with different socioeconomic groups and those from different backgrounds and had not seen her display any racial, sexual or religious prejudices. Mr. Renaud said Ms. McGovern is a great person, all around and no one could go wrong in hiring Ms. McGovern. He said she would be an asset to any team.

Tim Keyes, 734-558-4321. Mr. Keyes indicated Ms. McGovern is very attentive and transparent.

Employment References:

Blackmore Industries, Colleen Campbell, Human Resources, 734-483-8661. Ms. Campbell indicated Ms. McGovern handled the 401K program for their company for a "few years." She stated Ms. McGovern was very knowledgeable and accommodating to their specific needs. She said Ms. McGovern was pleasant to deal with and easy to get ahold of if they had questions. Ms. Campbell indicated Ms. McGovern was professional, personable and "super helpful." She highly recommended her.

Marsh Plating, David Willox, Vice President, 734-340-2814. He indicated Ms. McGovern handled the 401k program, was a broker and financial advisor. Mr. Willox stated he was highly satisfied with Ms. McGovern's work, saying she was an "outstanding worker." He indicated the company was with another broker/financial advisor when he met Ms. McGovern and she convinced him to switch. Mr. Willox said his employees "adored her" adding, she was very dependable, motivated and intelligent. He stated the company's employee participation rate in their 401k program was around 40% before they hired her and now it is at 100%.

Ms. McGovern was checked in the Financial Industry Regulatory Authority. Their site indicates Ms. McGovern has 9 years experience with 1 firm. She passed the Uniform Combined State law Exam 5-5-08 and passed the General Securities Representative Examination 3-14-08. Her license is valid in 26 states.

ALICIA MICHELLE MCGOVERN

(ALICIA MICHELLE ANDERSON, ALICIA MICHELLE FITZHUGH)

CRD#: 5467385

EDWARD JONES
CRD#: 250
6093 RAWSONVILLE RD
BELLEVILLE, MI 48111

Broker Regulated by **FINRA**

Investment Adviser ⓘ Visit
SEC Site

0
Disclosures

9 Years of Experience
1 Firm

2
Exams Passed

26
State Licenses



Series 66 - Uniform Combined State Law Examination

May 5, 2008



Series 7 - General Securities Representative Examination

Mar 14, 2008



Arizona

New Mexico

FINRA

California

New York

NYSE American LLC

Colorado

North Carolina

Nasdaq Stock Market

Connecticut

North
Dakota

New York Stock
Exchange

Florida

Ohio

Georgia

Oklahoma

Hawaii

Pennsylvania

Illinois

South
Carolina

Indiana

Tennessee

Kentucky

Texas

Maryland

Virginia

Michigan

West
Virginia

New
Jersey

Wisconsin

Current Employments

EDWARD JONES (CRD#:250)

✦ 6093 RAWSONVILLE RD, BELLEVILLE, MI 48111

Additional Information

The content of this summary, and the available detailed report, is governed by FINRA Rule 8312, and is primarily based on information filed on uniform registration forms. Rule 8312, amendments to the rule and notices related to U.S. Securities and Exchange Commission approval orders, can be viewed [here](#).

State regulators are governed by their public records laws (not FINRA Rule 8312), and may provide information not in BrokerCheck, including information no longer required to be reported or updated on uniform registration forms due, for example, to its age or final disposition. You may contact your state regulator to request this additional information.

[Click here](#) for more information about how to check on an investment professional.

Broker

A brokerage firm, also called a broker-dealer, is in the business of buying and selling securities – stocks, bonds, mutual funds, and certain other investment products – on behalf of its customer (as broker), for its own bank (dealer), or both.

Individuals who work for broker-dealers - the sales personnel are commonly referred to as brokers.

Investment Adviser

An investment adviser is paid for providing advice about securities to clients. In addition, some investment advisers manage investment portfolios and offer financial planning services.

It is common for a financial professional to act as both a broker and an investment adviser. Because of this, we include investment advisers on BrokerCheck, and provide links to the SEC's Investment Adviser Public Disclosure (IAPD) website so you can research further.

Previously Registered

A Previously Registered broker or brokerage firm is not currently licensed to act as a broker (buying and selling securities on behalf of customers) or as an investment adviser (providing advice about securities to clients). They may still be able to offer other investment-related services if properly licensed to do so. [Click here](#) to learn more.

Disclosures

Disclosures can be any customer complaints or arbitrations, regulatory actions, employment terminations, bankruptcy filings and any civil or criminal proceedings that they were a part of.

Use of the BrokerCheck site is subject to
BrokerCheck Terms of Use

©2017 FINRA, All Rights Reserved

FINRA is a registered trademark of the Financial Industry
Regulatory Authority, Inc.

[Privacy](#) | [Legal](#)  [in](#)

OneAmerica Retirement Plan Services

Mike Murphy

Mass Transportation Authority, Ed Benning, GM/CEO, 810-780-8849. Mr. Benning indicated his company has been working with OneAmerica for several years. He said he has no experience with Mike Murphy individually but he and his employees are very satisfied with OneAmerica. Mr. Benning indicated adequate support was readily available and they answered any and all questions. He said he has no complaints with OneAmerica and would highly recommend them.

Grand Traverse Metro Fire, Marcia Schwind, Human Resources, 231-947-3000. Ms. Schwind indicated she had no direct involvement with Mike Murphy, but said OneAmerica is great, stating everyone she has dealt with has been very knowledgeable. She stated OneAmerica has been helpful and friendly. Ms. Schwind said she has had "very good luck" with them. She indicated they are accommodating and answer all questions promptly. Ms. Schwind said they have been using OneAmerica for 10 years and she has no complaints.

City of Westland, Cindy King, Human Resources Director, 734-467-3225. Ms. King indicated Mike Murphy is their representative from OneAmerica. She said they are a "newer" vendor for the city. Ms. King stated Mr. Murphy is knowledgeable and knows what he is doing. She said the City of Westland and the employees are very satisfied with the services provided by OneAmerica. She indicates she has had no issues with billing and they are a competitive provider.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 07/17/17

Board Meeting: 07/18/17

Consent Agenda _____

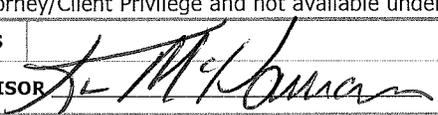
New Business _____

Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of the Landlord Consent Agreement with STS Hydropower LTD (Operator of French Landing Dam)
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development Patrick McCauley – Township Attorney

Agenda topic

ACTION REQUESTED	To consider approval of the Landlord Consent Agreement with STS Hydropower LTD (Operator of French Landing Dam)
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	As part of a financial restructuring by their parent company, Eagle Creek Hydro Holdings, LLC, STS Hydropower LTD has requested an approval from Van Buren Township, similar to a previous agreement the Township previously approved.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	If approved, the Supervisor will execute the agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	The Township Attorney has reviewed the agreement. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**DRAFTED BY, RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
Attention: Michael D. Robson, Esq.

LANDLORD'S CONSENT AND ESTOPPEL CERTIFICATE

THIS LANDLORD'S CONSENT AND ESTOPPEL CERTIFICATE (this "**Agreement**"), dated as of July ___, 2017 by CHARTER TOWNSHIP OF VAN BUREN (the "**Landlord**"), STS HYDROPOWER LTD. (as successor by virtue of a statutory merger to STS French Landing, Ltd.), a Michigan corporation (the "**Tenant**") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Secured Parties (as defined in the Collateral Security Agreement described below) (the "**Collateral Agent**").

RECITALS

WHEREAS, Landlord and Tenant, as successor in interest to STS French Landing, Ltd. by virtue of a statutory merger, are parties to that certain Lease Agreement dated October 19, 1988, a memorandum of which was recorded on December 21, 1988 in Liber 24016, Page 341 in the Official Records of Wayne County, Michigan, as amended by that certain First Amendment to Lease Agreement, dated December 30, 1988 and that certain Landlord's Consent, Estoppel Certificate and Amendment No. Two to Lease ("**Amendment No. 2**") dated as of March 15, 1995 (as amended, modified, supplemented and in effect from time to time, the "**Lease**"), demising certain premises more particularly described on Exhibit A (the "**Premises**");

WHEREAS, Eagle Creek Hydro Holdings, LLC, a Delaware limited liability company, as issuer ("**Company**"), has entered into that certain Note Purchase and Guaranty Agreement (as may be amended, restated, supplemented or modified from time to time, the "**Note Agreement**"), dated as of July ___, 2017, by and among Company, Tenant and certain other subsidiaries of Company named therein, as guarantors (the "**Guarantors**"; together with Company, the "**Obligors**") and certain purchasers named on Schedule A attached thereto as may be modified or amended from time to time (the "**Purchasers**") pursuant to which the Purchasers have agreed to purchase, and the Company has agreed to issue, certain senior secured notes (the "**Notes**") guaranteed by the Guarantors, which Notes will be used to refinance indebtedness in respect of a portfolio of hydroelectric projects (including the Project), fund reserve accounts and for general corporate purposes, among other things;

WHEREAS, it is a condition precedent to the obligations of the Purchasers under the Note Agreement that (i) the Obligors, among other things, enter into that certain Collateral Security Agreement (as may be amended, restated, supplemented or modified from time to time, the "**Collateral Security Agreement**"), dated as of July ___, 2017, by and among Obligors, the Secured Parties and Collateral Agent, pursuant to which each Obligor grants to Collateral Agent for the benefit of the Secured Parties a first-priority security interest in all of its right, title and

interest in and to its assets, including a collateral assignment in, to and under the Lease, and (ii) the Tenant execute and deliver a Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July ____, 2017 (as amended, modified, supplemented, and in effect from time to time, collectively, the "**Mortgage**"), pursuant to which Tenant mortgages and conveys in trust, assigns and transfers to Collateral Agent under the Mortgage all of its rights, title and interest in and under the Lease, and grants a security interest in specified personal property, all as security for the performance and observance of the obligations of Tenant and the other Obligor under the Note Agreement, the Notes and certain other financing documents; and

WHEREAS, Tenant has advised Landlord that it is a condition precedent to the Note Agreement that the parties shall have executed this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. All initially capitalized terms not otherwise defined in this Agreement shall have the same meaning ascribed to them in the Lease.

2. Landlord hereby consents to the assignment, conveyance, pledge and encumbrance of the Tenant's interest in the Lease by Tenant as collateral security to the Collateral Agent for the benefit of the Secured Parties pursuant to the terms of the Mortgage and the Collateral Security Agreement and agrees and acknowledges that all conditions to such consent, including any requirements set forth in the Lease, have been satisfied or waived.

3. Landlord hereby confirms for the benefit of the Collateral Agent that each of Landlord's representations and warranties contained in Section 9 of the Lease are true and correct as of the date of this Agreement. Landlord further represents and warrants that the Lease is in full force and effect and that, to the best of Landlord's knowledge, there is no existing default on the part of Landlord or Tenant under the terms of the Lease, nor has any act, event, happening or contingency occurred which, with the passage of time or giving of notice, or both, would be a default by Landlord or Tenant under the Lease.

4. Landlord hereby agrees to recognize the Collateral Agent as a "Lender" and the Mortgage as the "Mortgage" for all purposes of the Lease, including Article 12 thereof as amended and supplemented by this Agreement.

5. Notwithstanding anything to the contrary contained in the leasehold mortgage protection provisions contained in the Lease, if any, Landlord agrees that:

(a) If an event of default under Section 20 of the Lease shall occur, written notice to that effect shall be sent by Landlord to the Collateral Agent or its successor or assignee (the "**Leasehold Mortgage**") and Landlord shall take no action to terminate the Lease or to interfere with the occupancy, use or enjoyment of the Premises; provided that:

(i) If such event of default shall be a default in the payment of any installment of rent or other money, the Leasehold Mortgagee shall have the right, but is under no obligation to, remedy such default not later than thirty (30) days after the receipt of the aforementioned notice; or

(ii) If such event of default shall be a default in observing or performing any other covenant or condition to be observed or performed by Tenant hereunder, and such default can be remedied by the Leasehold Mortgagee without obtaining possession of the Premises, the Leasehold Mortgagee shall have the right, but is under no obligation to, remedy such default not later than thirty (30) days after the receipt of such notice, provided that in the case of a default which cannot with reasonable diligence be remedied, or the remedy of which cannot be commenced, within such period of thirty (30) days, the Leasehold Mortgagee shall have such additional period as may be reasonably necessary to remedy such default with reasonable diligence and continuity (determined according to commercial standards); or

(iii) If such event of default shall be a default which can only be remedied by the Leasehold Mortgagee upon obtaining possession of the Premises, such Leasehold Mortgagee shall have the right, but is under no obligation to, seek to obtain such possession with reasonable diligence and continuity through a receiver or otherwise, and shall remedy such default within thirty (30) days after obtaining such possession, provided that in the case of a default which cannot with reasonable diligence be remedied, or the remedy of which cannot be commenced, within such period of thirty (30) days, such Leasehold Mortgagee shall have such additional period as may be reasonably necessary to remedy such default with reasonable diligence and continuity (determined according to commercial standards); and

(iv) Upon compliance with the foregoing, any notice of Landlord advising of any such event of default or any action of Landlord to terminate the Lease or to interfere with the occupancy, use or enjoyment of the Premises by reason of such default or action shall be deemed rescinded and the Lease shall continue in full force and effect.

(b) If the Lease shall terminate for any reason or be rejected or not affirmed pursuant to any bankruptcy law or other law affecting creditors' rights, to the extent permitted by applicable law, the Leasehold Mortgagee, or a person designated thereby, shall have the right, but is under no obligation to, enter into a new lease of the Premises with Landlord exercisable by notice to Landlord within ninety (90) days after the effective date of such termination. The term of said new lease shall begin on the date of the execution of such new lease and shall continue for the remainder of the term of the Lease. Such new lease shall otherwise contain the same terms and conditions as those set forth in the Lease, except for requirements which are no longer applicable or have already been performed. It is the intention of the parties hereto that such new lease shall have the same priority relative to other rights or interests to or in the Premises as the

Lease, and the Landlord covenants to discharge or cause to be subordinated to such new lease any lien or encumbrance which was subject to the Lease at the time of such termination.

(c) No Leasehold Mortgagee shall become liable for the performance or observance of any covenants or conditions to be performed or observed by Tenant unless and until (i) such Leasehold Mortgagee becomes the owner of Tenant's interest under the Lease upon the exercise of any remedy provided for in the Mortgage and specifically assumes the Lease in writing, or (ii) such Leasehold Mortgagee enters into a new lease with Landlord pursuant to subparagraph (b) above. Thereafter, such Leasehold Mortgagee shall be liable for the future performance and observance of such covenants and conditions only so long as such Leasehold Mortgagee owns such interest or is lessee under such new lease.

(d) Tenant acknowledges that the indebtedness issued under the Note Purchase Agreement (as defined in Amendment No. 2) has been extinguished. Landlord and Tenant acknowledge and agree that Amendment No. 2 has, except to the extent the Amendment No. 2 amends or modifies the terms of the Lease, been terminated and is no longer in full force and effect.

6. Landlord agrees that, with respect to any amendments, modifications or supplements to the Lease entered into between Landlord and Tenant, Tenant does not have the right to enter into any such amendments, modifications or supplements without the prior written consent of the Collateral Agent except in the case of amendments, modifications or supplements that (a) do not reduce the value of the leasehold estate under the Lease, (b) do not materially increase the obligations of Tenant and (c) are not materially adverse to the interest of Tenant.

7. Notwithstanding anything to the contrary in the Lease, the Collateral Agent, upon and after the exercise of its rights and enforcement of its remedies under the Mortgage, may assign its rights under the Lease to any party with the prior written consent of Landlord (which consent shall not be unreasonably withheld); provided, however, that such assignee shall have expressly assumed in writing for the benefit of Landlord all the obligations and liabilities of Tenant thereafter arising under the Lease (including its existing restrictions on assignment). Upon such assignment and assumption by such assignee, the Collateral Agent shall be relieved of all obligations under the Lease arising after such assignment and assumption. The Collateral Agent and any successor, assignee or designee of the Collateral Agent shall be entitled to fully perform Tenant's obligations under the Lease, and Landlord shall accept such performance as fully as if the Collateral Agent or such successor, assignee or designee were the original party to the Lease. The Collateral Agent and any successor, assignee or designee of the Collateral Agent shall have the full right and power to enforce directly against Landlord all obligations of Landlord under the Lease and otherwise to exercise all remedies under the Lease and to make all demands and give all notices permitted to be given by Tenant under the Lease.

8. Except as such may be a remedy for breach of the Lease by the Collateral Agent or its Successor (as defined below), or in the event the Collateral Agent or its Successor fails to exercise its rights to cure the default of Tenant as contemplated in this Agreement, Landlord will

not, without the prior written consent of the Collateral Agent (i) cancel, suspend or terminate the Lease or consent to or accept any cancellation, suspension or termination of the Lease (except upon full performance of all of Landlord's and Tenant's obligations under the Lease) or (ii) amend, supplement or otherwise modify the Lease.

9. A foreclosure of, or other exercise of remedies under, the Mortgage by the Collateral Agent or its successor or assignee (a "**Successor**"), whether by judicial proceedings or under any power of sale contained in the Mortgage, or any conveyance from Tenant to the Collateral Agent or any such Successor, in lieu of any such action, shall not require the consent of Landlord or constitute a default under the Lease provided that the Collateral Agent or its Successor shall comply with the requirements set forth in paragraph 10.

10. In the event that the Collateral Agent or its Successor succeeds to Tenant's interest under the Lease, whether by foreclosure or otherwise, the Collateral Agent or its Successor shall assume liability for all of Tenant's obligations under the Lease and shall cure all monetary defaults as of the date of such succession or new lease entered into pursuant to paragraph 5(b), but such liability shall not include any liability, nor shall the Collateral Agent or such Successor be subject to any defense or offset, for claims of Landlord against Tenant arising from Tenant's failure to perform during the period prior to the Collateral Agent's or such Successor's succession to Tenant's interest in and under the Lease, except for any non-monetary obligations which cannot by their terms be performed by a party other than Tenant.

11. Landlord shall, without charge and without incurring any liability to the party receiving such written instrument, at any time and from time to time within ten (10) days after written request by Tenant, the Collateral Agent or any of its successors or assignees, execute and acknowledge and deliver to the party making such request a written instrument certifying that (a) that the Lease is in full force and effect and (b) whether Tenant has or has not, as the case may be, made any default in the performance by Tenant of any agreements, terms, covenants and conditions on Tenant's part to be performed and if any such default exists, specifying such default.

12. All payments to be made by Landlord to Tenant under the Lease, if any, shall be made in lawful money of the United States of America, directly to the Collateral Agent as set forth in a separate written instruction from Collateral Agent to Landlord (or to such other account as Collateral Agent may from time to time specify in writing to Landlord) and shall be accompanied by a notice from Landlord stating that such payments are made under this Agreement; provided that Landlord shall incur no additional liability to Tenant or the Collateral Agent if such payments are inadvertently misdirected by Landlord.

13. Landlord acknowledges and agrees that any purchaser of all or any portion of the Premises pursuant to Section 11 of the Lease shall take title to the Premises subject to the Lease and shall be bound by the terms of this Agreement.

14. Landlord shall simultaneously send the Collateral Agent a copy of all notices that Landlord sends to Tenant under the Lease. Any notice required under this Agreement or the Lease shall be in writing and shall be deemed to have been delivered (i) when presented personally, (ii) when transmitted by telecopy to the Collateral Agent's telecopy

(facsimile) number specified below, (iii) one (1) business day after being delivered to a courier for overnight delivery to the Collateral Agent, addressed to the Collateral Agent, at the address indicated below (or such other address as the Collateral Agent may have specified by written notice delivered to Landlord) or (iv) three (3) business days after being deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to the Collateral Agent, at the address indicated below (or such other address as the Collateral Agent may have specified by written notice delivered to Landlord). The telecopy (facsimile) numbers provided below or to be provided are for the convenience of Landlord only. Transmission by telecopy shall constitute provision of notice under this Agreement only if receipt thereof is acknowledged by the Collateral Agent or Landlord, as the case may be:

Collateral Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
Mail Stop: NYC60-1630
New York, NY 10005
Attention: Project Finance Agency Services – Eagle Creek
Renewable Energy Holdings, LLC
Facsimile: (732) 578-4636

Tenant

STS Hydropower Ltd.
c/o Eagle Creek Hydro Holdings, LLC
65 Madison Avenue, Suite 500
Morristown, NJ 07960
Attention: Elijah C. Smith, EVP - Corporate Finance
Phone: (973) 998-8410
Fax: (973) 998-8401
Email: eli.smith@eaglecreekre.com

Landlord

Charter Township of Van Buren
Van Buren Township Board Members
46425 Tyler Road
Belleville, Michigan 24543
Attention: Director-Community Services
Telephone: (313) 699-8921
Facsimile: (313) 699-5214

With copies to:

Gasiorek, Morgan, Greco, McCauley and Kotzian, P.C.
30500 Northwestern Highway, Suite 425
Farmington Hills, Michigan 48334
Attention: David F. Greco, Esq.
Telephone: (248) 865-0001
Facsimile: (248) 865-0002

15. This Agreement shall be binding upon the successors and assigns of Landlord and shall inure, together with the rights and remedies of the Note Purchaser under this Agreement, to the benefit of the Note Purchaser and its successors and assignees. For purposes of this Agreement, the successors and assignees of the Note Purchaser shall include any person or entity appointed by the holders of the Notes to hold or otherwise act with respect to all or any part of the collateral conveyed pursuant to the Mortgage as collateral agent, security representative or trustee for such holders and any assignment of this Agreement to such person or entity shall not require the consent of Landlord.

16. No amendment or waiver of any provisions of this Agreement or consent to any departure by Landlord from any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Note Purchaser and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

17. The Landlord's obligation for providing insurance under paragraph 6 of the Lease applies to its land outside the physical area of the leased premises.

18. The Tenant shall have the obligation to maintain all the premises contained in the leased premises.

19. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN. IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, UNENFORCEABLE OR VIOLATIVE OF ANY APPLICABLE LAW, IT SHALL BE DEEMED NULL AND VOID TO THE EXTENT OF THE PROVISIONS SO AFFECTED WITHOUT AFFECTING THE BALANCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

WITNESSED BY:

CHARTER TOWNSHIP OF VAN BUREN

By: _____
Name:
Title:

WITNESSED BY:

STS HYDROPOWER LTD.,
a Michigan corporation

By: _____
Name:
Title:

WITNESSED BY:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, not in its individual capacity, but
solely as Collateral Agent

By: Deutsche Bank National Trust Company

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of July, 2017, before me, _____, a notary public in and for said County, personally appeared _____, known or identified to me to be the _____ of CHARTER TOWNSHIP OF VAN BUREN, a charter township of Michigan (the "Landlord") that executed the above instrument or the persons who executed the instrument on behalf of the Landlord and acknowledged to me that Landlord executed the same.

Notary Public
County, _____
My commission expires: _____

Notary Public County, _____
My commission expires: _____
[Notarial Seal]

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of July, 2017, before me, _____, a notary public in and for said County, personally appeared _____, known or identified to me to be the _____ of STS HYDROPOWER, LTD., a Michigan corporation (the "Tenant") that executed the above instrument or the persona who executed the instrument on behalf of the Tenant and acknowledged to me that Tenant executed the same.

Notary Public County, _____
My commission expires: _____

[Notarial Seal]

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of July, 2017, before me, _____, a notary public in and for said County, personally appeared _____, known or identified to me to be the _____ of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation (the “Collateral Agent”) that executed the above instrument or the persona who executed the instrument on behalf of the Collateral Agent and acknowledged to me that Collateral Agent executed the same.

Notary Public
County, _____
My commission expires: _____

Notary Public County, _____
My commission expires: _____
[Notarial Seal]

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of July, 2017, before me, _____, a notary public in and for said County, personally appeared _____, known or identified to me to be the _____ of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation (the “Collateral Agent”) that executed the above instrument or the persona who executed the instrument on behalf of the Collateral Agent and acknowledged to me that Collateral Agent executed the same.

Notary Public County, _____
My commission expires: _____

[Notarial Seal]

EXHIBIT A

LEGAL DESCRIPTION

Land in the Township of Van Buren, County of Wayne, State of Michigan, described as:

Commencing at the Southeast corner of Lot 223, Supervisor Van Buren Plat No. 7, as recorded in Liber 73, Page 45 of Plats, Wayne County Records; thence North 25 degrees 17 minutes 10 seconds West 350.88 feet along the East line of said Lot 223 to the point of beginning; thence South 42 degrees 10 minutes 20 seconds West 173.22 feet; thence South 53 degrees 44 minutes 19 seconds West 129.94 feet; thence South 21 degrees 37 minutes 14 seconds East 62.46 feet; thence South 65 degrees 45 minutes 35 seconds West 117.88 feet; thence North 40 degrees 56 minutes 02 seconds West 99.45 feet; thence North 43 degrees 48 minutes 50 seconds East 85.00 feet; thence North 72 degrees 20 minutes 00 seconds East 78.00 feet; thence South 21 degrees 37 minutes 14 seconds East 20.00 feet; thence North 46 degrees 53 minutes 10 seconds East 139.90 feet; thence North 53 degrees 38 minutes 47 seconds East 130.14 feet; thence North 18 degrees 28 minutes 30 seconds West 64.85 feet; thence North 71 degrees 31 minutes 30 seconds East 228.19 feet; thence Southerly 114.15 feet along the Westerly right-of-way line of Haggerty Road and along the arc of a circular curve concave to the East radius 1812.95 feet central angle 03 degrees 36 minutes 27 seconds chord South 33 degrees 56 minutes 02 seconds East 114.13 feet; thence South 71 degrees 31 minutes 30 seconds West 166.72 feet along the South line of an existing 60.00 foot wide right-of-way; thence North 81 degrees 55 minutes 41 seconds West 79.02 feet to the point of beginning excepting therefrom that portion lying within Alden Avenue and the Old Haggerty Road, as relocated, right-of-ways. Also excepting from the above recited land that portion of land described as Lots 78 and 79 lying South and Westerly of the Westerly line of Haggerty Road as relocated of Edison Lake Estates Subdivision, as recorded in Liber 67, Page 30 of Plats, Wayne County Records.

TOGETHER WITH all right title and interest of lessor, as provided in the above described lease, in easements and all other rights appurtenant to the above real estate, if any, for purposes of flowage, flooding, percolating, saturation, wash away and/or transmission lines relating to any of the same.

RESOLUTION

BE IT RESOLVED that the Charter Township of Van Buren authorizes its Supervisor and Clerk to execute that certain Landlord Consent and Estoppel Agreement dated as of July ___, 2017 with STS Hydropower Ltd.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 07/17/17
Board Meeting: 07/18/17

Consent Agenda _____ **New Business** X Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	To consider approval of the Consent and Acknowledgement with Eagle Creek Hydro Holdings, LLC (Parent Company of STS Hydropower, LTD.)
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development Patrick McCauley – Township Attorney

Agenda topic

ACTION REQUESTED	To consider approval of the Consent and Acknowledgement with Eagle Creek Hydro Holdings, LLC (Parent Company of STS Hydropower, LTD.)
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	As part of a financial restructuring, Eagle Creek Hydro Holdings, LLC has requested an approval from Van Buren Township.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	If approved, the Supervisor will execute the agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	The Township Attorney has reviewed the agreement. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CONSENT AND ACKNOWLEDGEMENT

This CONSENT AND ACKNOWLEDGEMENT (as, amended, modified or supplemented from time to time, this "Consent"), dated as of July [___], 2017, is executed by and among DTE Electric Company, a Michigan corporation as successor to the Detroit Edison Company (hereinafter, "Contracting Party"), the Charter Township of Van Buren ("Township"), STS Hydropower, Ltd., a Michigan corporation both in its individual capacity and in its capacity as agent of the Township ("Assignor"), and Deutsche Bank Trust Company Americas, as collateral agent for the Secured Parties (as defined in the Collateral Security Agreement described below) (the "Collateral Agent").

A. Eagle Creek Hydro Holdings, LLC, a Delaware limited liability company, as issuer ("Company"), has entered into that certain Note Purchase and Guaranty Agreement (as may be amended, restated, supplemented or modified from time to time, the "Note Agreement"), dated as of July [___], 2017, by and among Company, Assignor and certain other subsidiaries of Company named therein, as guarantors (the "Guarantors"; together with Company, the "Obligors") and certain purchasers named on Schedule A attached thereto as may be modified or amended from time to time (the "Purchasers") pursuant to which the Purchasers have agreed to purchase, and the Company has agreed to issue, certain senior secured notes (the "Notes") guaranteed by the Guarantors, which Notes will be used to refinance indebtedness in respect of a portfolio of hydroelectric projects (each a "Project"), fund reserve accounts and for general corporate purposes, among other things;

B. Assignor has entered into that certain Low-head Hydro Generation Sales Contract dated as of July 24, 1984, as amended, amended and restated, supplemented or otherwise modified from time to time after the date hereof in accordance with the terms thereof and hereof (the "Agreement") with Contracting Party;

C. To secure the obligations of the Obligors under the Notes, the Note Agreement and certain other financing documents, (i) the Obligors have, among other things, entered into that certain Collateral Security Agreement (as may be amended, restated, supplemented or modified from time to time, the "Collateral Security Agreement"), dated as of July [___], 2017, by and among Obligors, the Secured Parties and Collateral Agent, pursuant to which each Obligor has granted to Collateral Agent for the benefit of the Secured Parties a first-priority security interest in all of its right, title and interest in and to its assets, including a collateral assignment in, to and under the Agreement (the security interest granted by Assignor under the Collateral Security Agreement being referred to herein as the "Assigned Interest");

D. It is a requirement under the Collateral Security Agreement that Assignor deliver this Consent to Collateral Agent.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, notwithstanding anything in the Agreement to the contrary, as follows:

1. Consent and Acknowledgement. Contracting Party:

(a) acknowledges notice of, and irrevocably consents to the assignment and grant of security interest of the Assigned Interest as collateral security to Collateral Agent pursuant to the Collateral Security Agreement and agrees and acknowledges that all conditions to such consent, including any requirements set forth in the Agreement, have been satisfied or waived. The assignment of the Assigned Interest shall not relieve Assignor of any obligations arising under the Agreement;

(b) agrees that none of (1) the assignment and grant of security interest of the Assigned Interest as collateral security to Collateral Agent, (2) the execution by Assignor and Contracting Party of this Consent and the performance of their respective obligations hereunder or (3) the enforcement by Collateral Agent of its rights under the Collateral Security Agreement or this Consent, in each case, constitutes, or with the giving of notice or lapse of time or both, will constitute, a Default (as defined below); and

(c) agrees to not, without the prior written consent of Collateral Agent, which shall not be unreasonably withheld, (1) cancel or terminate, or accept any cancellation or termination of, the Agreement or suspend performance of its services thereunder, except as provided in the Agreement or by operation of law and, in any event, except as in accordance with Section 5 of this Consent; (2) amend, supplement or modify the Agreement; (3) obtain any waiver or consent by Assignor under the terms of the Agreement; (4) sell, assign or otherwise dispose (by operation of law or otherwise) any part of its right, title or interest in the Agreement; or (5) subordinate or permit subordination of the Assigned Interest to any lien other than the Collateral Security Agreement.

2. Assignor's Acknowledgement. Each of Contracting Party and Assignor acknowledges and agrees that Collateral Agent or its designee or Transferee (as defined below) shall have the right, but not the obligation, (i) to pay amounts due from Assignor under the Agreement and (ii) to perform any other act, duty or obligation required of Assignor thereunder or to cure any Default. Contracting Party agrees (i) to accept such performance, payment and cure and (ii) upon receipt of notice from Collateral Agent, to render to Collateral Agent all performance due by Contracting Party to Assignor under the Agreement and this Consent. Notwithstanding any assumption of the Agreement or execution of any new agreement, in each case as provided herein, Assignor shall not be released or discharged from and shall remain liable for any and all monetary losses suffered by Contracting Party under the Agreement prior to such event.

3. Acknowledgement of Term. Each of Contracting Party and Assignor confirms that the date the interconnection was energized January 30, 1989.

4. Transferees. Contracting Party agrees that if Collateral Agent shall notify Contracting Party in writing that as a result of foreclosure (whether judicial or nonjudicial), deed-in-lieu-of-foreclosure or other sale or transfer of the Assigned Interest, Collateral Agent or any other applicable purchaser, successor, assignee or designee (in each case, a "Transferee") succeeds to Assignor's rights in the Assigned Interest, then the Transferee shall be substituted for Assignor under the Agreement and Contracting Party shall (a) recognize the Transferee as its counterparty under the Agreement and (b) continue to perform its obligations

under the Agreement in favor of the Transferee; provided, however, that such Transferee has assumed in writing all of Assignor's obligations under the Agreement, other than any obligations which by their nature are incapable of being cured. Until such time as Collateral Agent gives written notice as provided herein, Contracting Party agrees, except as otherwise provided in this Consent, to continue to deal directly with Assignor with respect to its obligations to Assignor under the Agreement. If Collateral Agent or an entity controlled by Collateral Agent or one or more of the Secured Parties is the initial Transferee, such initial Transferee shall have the right, with Contracting Party's prior written consent (not to be unreasonably withheld, conditioned or delayed), to assign all of its interest in the Agreement to any subsequent Transferee, provided such subsequent Transferee has assumed in writing all of the initial Transferee's obligations under the Agreement, other than any obligations which by their nature are incapable of being cured. Upon such assignment, the initial Transferee shall be released from any further liability under the Agreement.

5. Notice and Right to Cure. Contracting Party shall give Collateral Agent written notice in accordance with Section 9 (each such notice being referred to herein as a "Default Notice") promptly upon becoming aware of the occurrence of any default or breach by Assignor in the performance of any of its obligations under the Agreement, or upon the occurrence or non-occurrence of any event or condition under the Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Contracting Party to terminate the Agreement or suspend its performance thereunder (a "Default"). Any Default Notice shall specify (1) the nature of the Default, in detail sufficient to enable Collateral Agent to assess the scope and amount of any liability of Assignor resulting therefrom, (2) any other unperformed obligations of Assignor of which Contracting Party is aware as of the date of such Default Notice and (3) all amounts due and payable by Assignor to Contracting Party under the Agreement on or before the date of such Default Notice and which remain unpaid at such date and the nature of Assignor's obligation to pay such amounts. Collateral Agent shall, at any time, have the right, but not the obligation, to cure any Default as provided herein. Contracting Party shall not terminate the Agreement or suspend its performance thereunder until it first delivers a Default Notice to Collateral Agent as described herein and affords Collateral Agent (a) a period of thirty (30) days from receipt of such Default Notice to cure such Default if such Default is the failure to pay amounts to Contracting Party which are due and payable under the Agreement or (b) with respect to any other Default, a reasonable opportunity, but no more than sixty (60) days from receipt of such Default Notice, to cure such other Default, provided that if possession of the Land or Assignor's Project is necessary to cure such Default and Collateral Agent commences foreclosure or any other proceedings necessary to take possession of the Land or Assignor's Project or Collateral Agent is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Default or from commencing or prosecuting such proceedings, such period shall be extended automatically for a reasonable period to allow Collateral Agent to complete such proceedings and Collateral Agent or the applicable Transferee to effect the cure so long as Collateral Agent (i) shall have cured any Default for failure to pay amounts to Contracting Party which are due and payable under the Agreement and, for any other Default, commenced to remedy such Default within the initial cure period described herein (other than any obligations which by their nature are incapable of being cured) and (ii) is, with reasonable diligence, pursuing such remedies as are available. If in curing any such Default, Collateral Agent requires access to the Land or Assignor's Project to effect such cure, Contracting Party shall provide access to the

Land or Assignor's Project to Collateral Agent as necessary for Collateral Agent to effect such cure at all reasonable times.

In connection with any cure of a Default under the Agreement or assumption by Collateral Agent (or any Transferee) of Assignor's liabilities thereunder, only those obligations and liabilities arising expressly under the terms of the Agreement shall be required to be cured, and there shall be no obligation by Collateral Agent (or any Transferee), or any Secured Party (or any of their respective designees or assignees) to cure any non-contractual liability that may have arisen. No curing of any Default under the Agreement shall be constructed as an assumption by Collateral Agent (or any Transferee or any of the Secured Parties) of any of the obligations, covenants or agreements of Assignor under the Agreement.

6. Replacement Agreement. In the event that the Agreement is canceled, rejected or terminated as a result of any bankruptcy or insolvency proceeding, Contracting Party shall, within forty-five (45) days after receiving a written instruction from Collateral Agent following such cancellation, rejection or termination, enter into a new agreement with Collateral Agent or its Transferee, having identical terms as the Agreement (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree, the "Replacement Agreement"); provided that the term under such Replacement Agreement shall be no longer than the remaining balance of the term specified in the Agreement and Collateral Agent (or such Transferee, as the case may be) shall have the right to assign all of its interest in the Replacement Agreement on the terms set forth in the Agreement and this Consent. Upon an assignment as discussed in the immediately preceding sentence, Collateral Agent or such Transferee, as the case may be, shall be released from any further liability under the Agreement.

7. No Liability. Contracting Party acknowledges and agrees that neither Collateral Agent nor any Transferee shall (i) have any obligation to cure any Default, (ii) have any liability under the Agreement prior to the date Collateral Agent or such Transferee, as applicable, shall succeed in writing to the rights of Assignor under the Agreement, or (iii) be subject to, or have any liability for, claims, offsets, defenses which arose (or are based upon events) which Contracting Party might have had against Assignor or which occur prior to Collateral Agent or such Transferee, as applicable, succeeding to the interest of Assignor pursuant to foreclosure or other procedure (other than, from the date Collateral Agent or such Transferee shall succeed in writing to the rights of Assignor under the Agreement, any then-existing payment defaults and any other then-existing defaults that are reasonably susceptible of cure), it being acknowledged by Contracting Party that in any event Collateral Agent or such Transferee shall have no personal liability as successor to Assignor and Contracting Party shall look only to the estate and property of Collateral Agent or such Transferee in the Land or Assignor's Project for the satisfaction of Contracting Party's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Collateral Agent or such Transferee as Assignor under the Agreement, and no other property or assets of Collateral Agent or such Transferee shall be subject to levy, execution or other enforcement procedure for the satisfaction of Contracting Party's remedies under or with respect to the Agreement or the relationship of Assignor and Contracting Party thereunder. Notwithstanding anything to the contrary herein, the sole recourse of Contracting Party in seeking the enforcement of any obligations under this Consent, the Agreement or a Replacement Agreement shall be to Collateral Agent's or any

Transferee's right, title and interest in the Assignor's Project. Unless Collateral Agent otherwise agrees in writing, Assignor shall remain solely liable to perform Assignor's obligations under the Agreement (but only to the extent required by and subject to the limitation included with the Agreement), both before and after Collateral Agent's exercise of any right or remedy under this Consent. If Collateral Agent or any Transferee becomes obligated to perform as Assignor under the Agreement, such person or entity shall be released from those obligations when such person or entity assigns, sells or otherwise transfers its interest in the Land or Assignor's Project.

8. Representations and Warranties. Contracting Party hereby represents and warrants to Assignor and Collateral Agent as of the date of this Consent as follows:

(a) Contracting Party is a corporation, duly organized and validly existing under the laws of the state of Michigan and is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of transactions contemplated by the Agreement and this Consent.

(b) Contracting Party has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and the Agreement. The execution, delivery and performance by Contracting Party of this Consent and the Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate, shareholder, governmental or other necessary third party action. This Consent and the Agreement have been duly executed and delivered by Contracting Party and constitute the legal, valid and binding obligations of Contracting Party, enforceable against Contracting Party in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and the general principles of equity.

(c) The execution, delivery and performance by Contracting Party of this Consent and the Agreement do not and will not (i) require any consent or approval of the board of directors (or similar body) of Contracting Party or any shareholder of Contracting Party or of any other Person or entity which has not been obtained and each such consent or approval that has been obtained has not been modified and is in full force and effect; (ii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to Contracting Party or any provision of the certificate of incorporation or by laws or other constitutive documents of Contracting Party; or (iii) conflict with, result in a breach of, or constitute a default under, any provision of the certificate of incorporation, bylaws or other constituent documents or any resolution of the board of directors (or similar body) of Contracting Party or any indenture or loan or credit agreement or any other agreement, lease or instrument to which it is a party or by which it or its properties and assets are bound or affected. Such Contracting Party is not in violation of any such law, rule, regulation, order, writ, judgment, decree, determination or award referred to in clause (iii) above or its articles of incorporation or bylaws or other constitutive documents or in breach of or default under any provision of its certificate of incorporation or by-laws or other constitutive documents or any agreement, lease or instrument referred to in clause (iv) above.

(d) Each governmental approval required for the execution, delivery or performance of this Consent and the Agreement by Contracting Party has been validly issued and duly obtained, taken or made, is not subject to any condition, does not impose restrictions or

requirements inconsistent with the terms hereof or thereof, as the case may be, is in full force and effect and is not subject to appeal.

(e) There is no action, suit or proceeding at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the best knowledge of Contracting Party, threatened against or affecting Contracting Party or any of its properties, rights or assets which (i) if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Agreement or this Consent or (ii) affects the validity, binding effect or enforceability of the Agreement or this Consent or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(f) Neither Contracting Party nor, to the best knowledge of Contracting Party, Assignor, is in default of any of their respective obligations under the Agreement. Contracting Party and, to the best knowledge of Contracting Party, Assignor has complied with all conditions precedent to their respective obligations to perform under the Agreement. After giving effect to the assignment referred to in Section 1(a), and after giving effect to the consent to such assignment by Contracting Party, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable Contracting Party, or, to the best knowledge of Contracting Party, Assignor, to terminate or suspend Contracting Party's obligations under the Agreement. There are no disputes or legal proceedings between the parties under the Agreement. All amounts due under the Agreement as of the date hereof have been paid in full.

(g) Each representation and warranty made by Contracting Party in the Agreement is true and correct as of the date of this Consent (or, if stated to have been made solely as of an earlier date, each such representation and warranty was true and correct as of such earlier date).

(h) (1) A true and correct copy of the Agreement is attached hereto as Exhibit A, (2) Agreement is in full force and effect; (3) to the best of Contracting Party's knowledge, there are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Agreement, either oral or written other than what is provided in Exhibit A; (4) to the best of Contracting Party's knowledge, there are no agreements, arrangements, understandings or dealings entered into between Contracting Party and Assignor relating to the Project other than what is provided in Exhibit A; (5) Contracting Party has not assigned any of its rights or delegated any of its duties under the Agreement and (6) to the best of Contracting Party's knowledge, Contracting Party affirms that it has no notice of any assignment relating to the right, title and interest of Assignor in, to and under the Agreement other than the pledge and assignment to the Collateral Agent referred to in Section 1(a) and what is provided in Exhibit A.

9. Notices. Any communications between the parties hereto or notices provided herein to be given, may be given to the following addresses:

If to Contracting Party: DTE Electric
414 Main Street Suite 300
Ann Arbor, MI 48104

Attention: Jon Bateman- Contract
Telephone: 313.316.2393
Email: jon.bateman@dteenergy.com

If to Collateral Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
Mail Stop: NYC60-1630
New York, NY 10005
Attention: Project Finance Agency Services – Eagle Creek
Hydro Holdings, LLC
Fax: (732) 578-4636

If to Assignor or Township:

STS Hydropower, Ltd.
65 Madison Avenue, Suite 500
Morristown, NJ 07960
Attention: Elijah C. Smith, EVP - Corporate Finance
Phone: (973) 998-8410
Fax: (973) 998-8401
Email: eli.smith@eaglecreekre.com

All notices hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by telecopy, confirmed by telephone or (e) if sent by email or other direct written electronic means. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by telecopy, email or other direct written electronic means shall be deemed to have been validly and effectively given on the day (if a business day and, if not, on the next following business day) on which it is transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following business day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder by giving of written notice to the other parties in the manner set forth herein above.

10. Binding Effect; Amendments; Confirmation; Conflicts. This Consent shall be binding upon and benefit the successors and assigns of Contracting Party, Assignor and Collateral Agent and their respective successors, transferees and permitted assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Contracting Party, Collateral Agent and Assignor; provided, that all rights and obligations of Collateral Agent hereunder shall terminate upon the indefeasible payment in full of the obligations of Assignor under the Note Agreement and the Collateral Security Agreement without the requirement for any such writing. In the event of any conflict between the terms and provisions of this Consent and the terms and provisions of the Agreement, the terms and provisions of this Consent shall control and be binding.

11. Payments. Beginning immediately, Contracting Party agrees to pay all sums due Assignor whatsoever under the Agreement without offset, counterclaim, deduction, defense, abatement, deferment or diminution for any reason (other than any such rights provided to Contracting Party in the Agreement), on or before such date such payments are due to Assignor under the Agreement, to the following account:

[•]

, or to such other account as Collateral Agent may from time to time specify in writing. Contracting Party, will not, for any reason whatsoever, seek to recover from Collateral Agent any monies paid to Collateral Agent by virtue of the Agreement.

12. Governing Law. This Consent shall be governed by the laws of the State of Michigan.

13. Remedies. All remedies which any party to this Consent may have against any other party to this Consent, if any, are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between the parties. If any party consists of multiple individuals or entities, each of same shall be jointly and severally liable for the obligations of such party hereunder.

14. Costs of Enforcement. The reasonable cost of attorneys' fees and disbursements for any legal action or arbitration between or among the parties arising out of any dispute or litigation relating to enforcement of this Consent shall be borne by the party or parties against whom a final decision is rendered.

15. Partial Invalidity. If any term or provision of this Consent shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

16. Counterparts. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

17. Collateral Agent. The Assignor agrees that all of the rights, protections, immunities and indemnities granted to the Collateral Agent under the Collateral Security Agreement shall be applicable hereto as if set forth herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned, by its officer thereunto duly authorized, has duly executed this Consent as of the date first above written.

DTE Electric Company

By: _____
Name: _____
Title: _____

STS Hydropower, Ltd., as Assignor

By: _____
Name: _____
Title: _____

Charter Township of Van Buren

By: _____
Name: _____
Title: _____

Accepted and agreed:

Deutsche Bank Trust Company Americas,
as Collateral Agent

By: Deutsche Bank National Trust Company

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A
Agreement

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 07/17/17
 Board Meeting: 07/18/17

Consent Agenda _____ **New Business** X Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	To consider approval of the Drawdown Agreement with Eagle Creek Hydro Holdings, LLC (Parent Company of STS Hydropower, LTD.)
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development Patrick McCauley – Township Attorney

Agenda topic

ACTION REQUESTED	
To consider approval of the Drawdown Agreement with Eagle Creek Hydro Holdings, LLC (Parent Company of STS Hydropower, LTD.)	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This agreement with Eagle Creek Hydro Holdings, LLC would drawdown the lake level once to allow for maintenance activities to occur on the Belleville lake shorelines.	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	If approved, the Supervisor will execute the agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	The Township Attorney has reviewed the agreement. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

BELLEVILLE LAKE DRAWDOWN AGREEMENT

This Belleville Lake Drawdown Agreement ("Agreement"), is by and between the Charter Township of Van Buren ("Township"), a Michigan municipal corporation, STS Hydro Power, Ltd. ("STS"), a Michigan corporation and Eagle Creek Hydro Holdings, LLC, ("Eagle Creek"), a Delaware limited liability company, and shall include any and all of the Parties' affiliates, subsidiaries, parents, divisions, successors and assigns. (The Township, STS and Eagle Creek may be referred to collectively herein as the "Parties").

The Parties agree that in consideration for the Township signing the *Consent and Acknowledgement* between DTE Electric Company, STS, the Township and Duetsche Bank Trust Company Americas, dated July ____, 2017, and the *Landlord's Consent and Estoppel Certificate*, entered into by and between STS, the Township and Duetsche Bank Trust Company Americas, dated July ____, 2017, STS agrees to Drawdown Belleville Lake to a level allowing shoreline maintenance access, during the month of September 20__, for a period of [_____] days ("Drawdown"). STS shall take all actions reasonably necessary to timely accomplish the Drawdown. The Drawdown of Belleville Lake will be accomplished in accordance with any and all rules, regulations, procedures and processes required by the Federal Energy Regulatory Commission, the Michigan Department of Environmental Quality, and/or the Michigan Department of Natural Resources.

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 2017.

CHARTER TOWNSHIP OF VAN BUREN

By: _____

Kevin McNamara
Title: Supervisor

and

By: _____

Leon Wright
Title: Clerk