

NORTHFIELD TOWNSHIP BOARD AGENDA
***** NOTICE OF SPECIAL MEETING *****
July 25, 2017 - 6:30 PM
8350 Main Street

CALL TO ORDER
INVOCATION/PLEDGE
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER CLARIFICATIONS
CORRESPONDENCE and ANNOUNCEMENTS

AGENDA ITEMS:

1. Closed Session to receive written attorney client privileged communication, pursuant to MCL 15.268(8)(e) +
2. Possible Action as a Result of Closed Session +

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

NORTHFIELD TOWNSHIP BOARD AGENDA
July 25, 2017 - 7:00 PM
8350 Main Street, 2nd Floor

CALL TO ORDER
INVOCATION / PLEDGE
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER CLARIFICATIONS
CORRESPONDENCE AND ANNOUNCEMENTS

PRESENTATIONS

1. 2017 Flow Monitoring Results and Revised Capacity Analysis – TetraTech

AGENDA ITEMS

1. Update of Wastewater Cost of Service "SmartRate" Study from TetraTech
2. Request Authorization to Purchase Grit Conveyor for Wastewater Treatment Plant
3. Election Equipment Purchase and Maintenance Contract
4. Natural Gas Supplier
5. Resolution #17-570 Investment Policy Amendment
6. Independent Contractor Contracts
7. Videographer Compensation

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

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MEMO

To: Marlene Chockley, Dan Willis - Northfield Township

From: Tetra Tech

Date: July 12, 2017

Subject: 2017 Flow Monitoring Results and Revised Capacity Analysis

1.0 INTRODUCTION

In March 2016, the available capacity of some of Northfield Township's major trunk sewers and pump stations was assessed. The available capacity was then compared to projected levels of development within the service area to evaluate conceptual-level improvements that would be necessary to convey post-development flows. At that time, the only flow data that was available was recorded at the Township's wastewater treatment plant (WWTP) and assumptions regarding the upstream flow rates had to be made. In April 2017, flow meters were installed at three locations along sewers found in the previous study to have limited available capacity for future flows to provide data to refine the flow estimates and available capacity of the Township's collection system infrastructure. The purpose of this memorandum is to describe the flow monitoring data and update the capacity analysis presented in March 2016.

Northfield Township has separate sanitary sewers, which were intended to only convey wastewater flows. It is common in Michigan for older separate sanitary collection systems to have high flow peaks and volumes during wet weather due to inflow and infiltration sources that allow rain or groundwater to get into the sewers. The State of Michigan's Sanitary Sewer Overflow (SSO) Policy requires collection system's to be able to convey and treat flows up to the 25-year, 24-hour design storm (3.90 inches) without overflowing. Therefore, the flow monitoring is particularly important to correlate rainfall to flow rate, which can then be extrapolated to this design storm.

2.0 FLOW AND RAINFALL MONITORING LOCATIONS

Sewers in the March 2016 study predicted to have an available capacity less than the projected flows were selected for the flow monitoring sites. Temporary ISCO 2150 flow meters and a rain gauge were installed in the following locations:

- **EightMile-27:** Located in manhole SS-0035, in the gravity sewer immediately upstream of the Eight Mile Road Pump Station. The entire collection system is tributary to this meter except for the portion of the service area tributary to the North Territorial Pump Station.
- **Barker-18:** Located in manhole N-19, at Barker Road and US-23. This meter is upstream of the EightMile-27 meter and measures flow in the sewer where it crosses US-23. The portion of the system east of US-23 and south and east of Whitmore Lake are tributary to this meter location. The meter is located in the upstream pipe and does not measure flow from the sewer branch that serves customers located on the north and west shores of Whitmore Lake.
- **EastShore-12:** Located in manhole N-114, at the intersection of East Shore Drive and Elizabeth Street. This meter is upstream of the Barker-18 meter. Areas east of Whitmore Lake are tributary to this meter.
- A temporary, tipping bucket rain gauge was installed at the wastewater treatment plant.

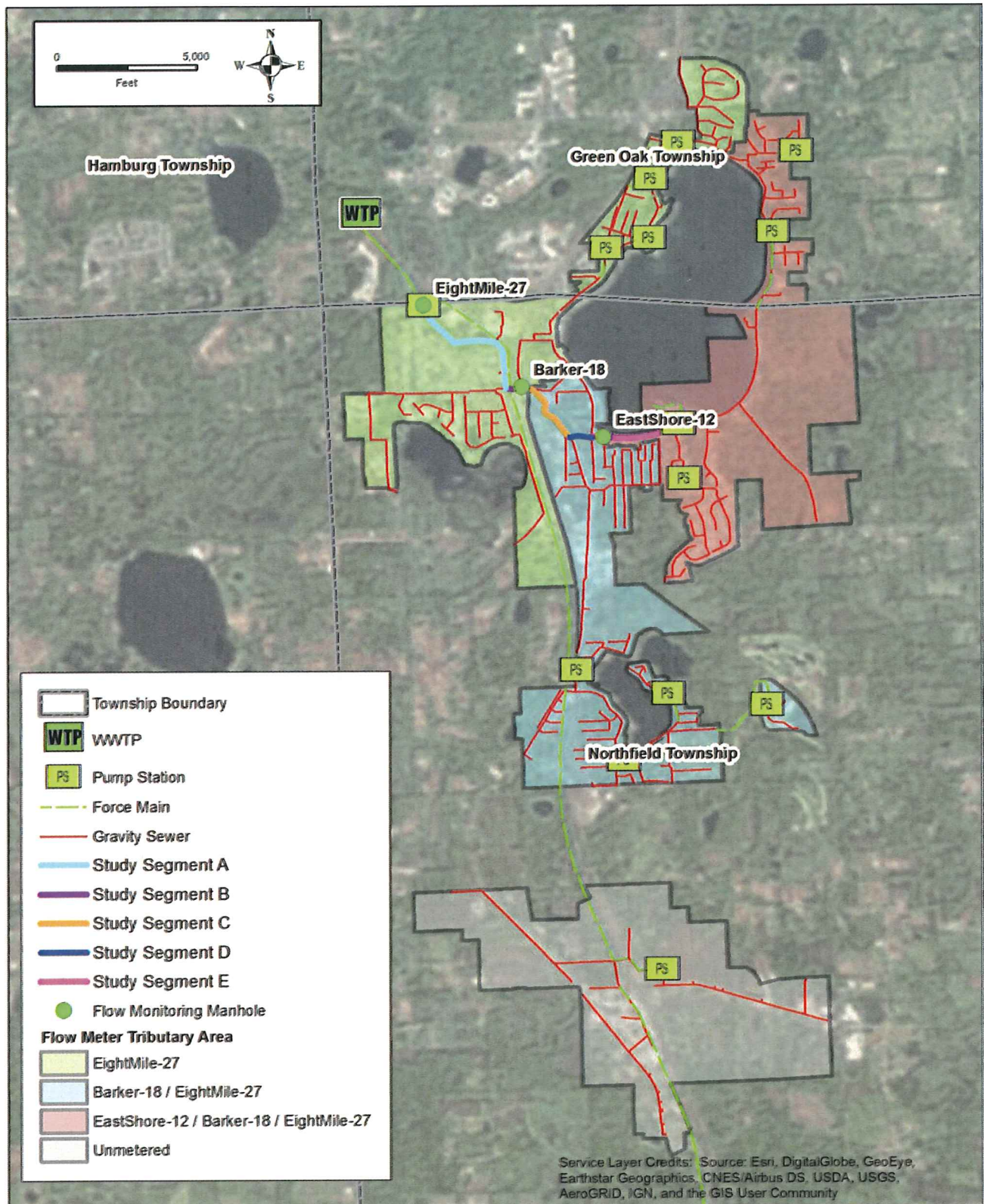
The meters and rain gauge were downloaded approximately once every two weeks and serviced at least once a month.

The meter locations and direct tributary areas are shown in Figure 2-1. The population and parcels tributary to each meter were also estimated for use with the flow monitoring results. They are shown in Table 2-1.

Table 2-1: Population and Parcels Tributary to Flow Monitoring Locations

Meter	Installation Date (2017)	Removal Date (2017)	Tributary Meter(s)	Tributary Population	Tributary Parcels
EightMile-27	April 4	July 5	Barker-18, EastShore-12	5,200	3,500
Barker-18	April 3	July 5	EastShore-12	3,700	2,000
EastShore-12	April 3	July 5	none	1,800	800

Figure 2-1: Meter Locations and Tributary Areas



3.0 FLOW MONITORING RESULTS AND DESIGN STORM PROJECTION

The primary focus of the flow monitoring was to evaluate the flow response to rainfall. However, dry weather flow is also important in the case of Northfield Township because prolonged periods of elevated flows that were measured following rainfall. These flows are not as high as the peak flow rate measured during the rainfall, but it would often take several days for them to subside back to the dry weather flow.

The flow monitoring terms used to describe the analysis that was performed include:

- Average dry weather flow rate, which includes wastewater flows and dry weather infiltration. Typical average wastewater flows are in the range of 70 to 100 gallons per capita per day (gpcd), so average dry weather flow rates above this range indicates a probability of dry weather infiltration. Dry weather flow was assumed to occur when no more than 0.10 inch of rain fell in the 72 hours prior to the flow measurement.
- Peak flow rate is the maximum measured flow rate during a rainfall.
- Peaking factor, which is the ratio of the peak flow rate to the average dry weather flow rate. As a general rule, a peaking factor greater than 5 in a separate sanitary sewer indicates a significant response to rainfall. Even so, lesser peaking factors may be important depending on the collection system.
- Nominal capacity is the flow rate that can be conveyed without surcharging the sewer. Sewers may be able to convey an additional flow rate without creating SSOs if they surcharge although this is not recommended.
- Surge is the water depth in the sewer that is above the pipe crown.

3.1 DRY WEATHER FLOW MONITORING RESULTS

The average dry weather flow rate at each meter location is shown in Table 3-1. The average dry weather flow over the entire flow monitoring period is higher than 100 gpcd. In general, the average dry weather flow decreased from April to June as the soil moisture became drier with warmer weather and less rainfall. Both these statements suggest infiltration in the system. Dry weather infiltration would be more likely in Northfield Township because of the high groundwater elevation caused by the lakes.

Table 3-1: Average Dry Weather Flow by Meter

Meter	Average Dry Weather Flow Rate, MGD				Average Dry Weather Flow Rate, gpcd			
	Overall	April	May	June	Overall	April	May	June
EightMile-27	0.62	0.69	0.71	0.54	120	130	140	100
Barker-18	0.48	0.56	0.56	0.40	130	150	150	110
EastShore-12	0.25	0.31	0.28	0.19	140	170	160	110

3.2 WET WEATHER FLOW MONITORING RESULTS

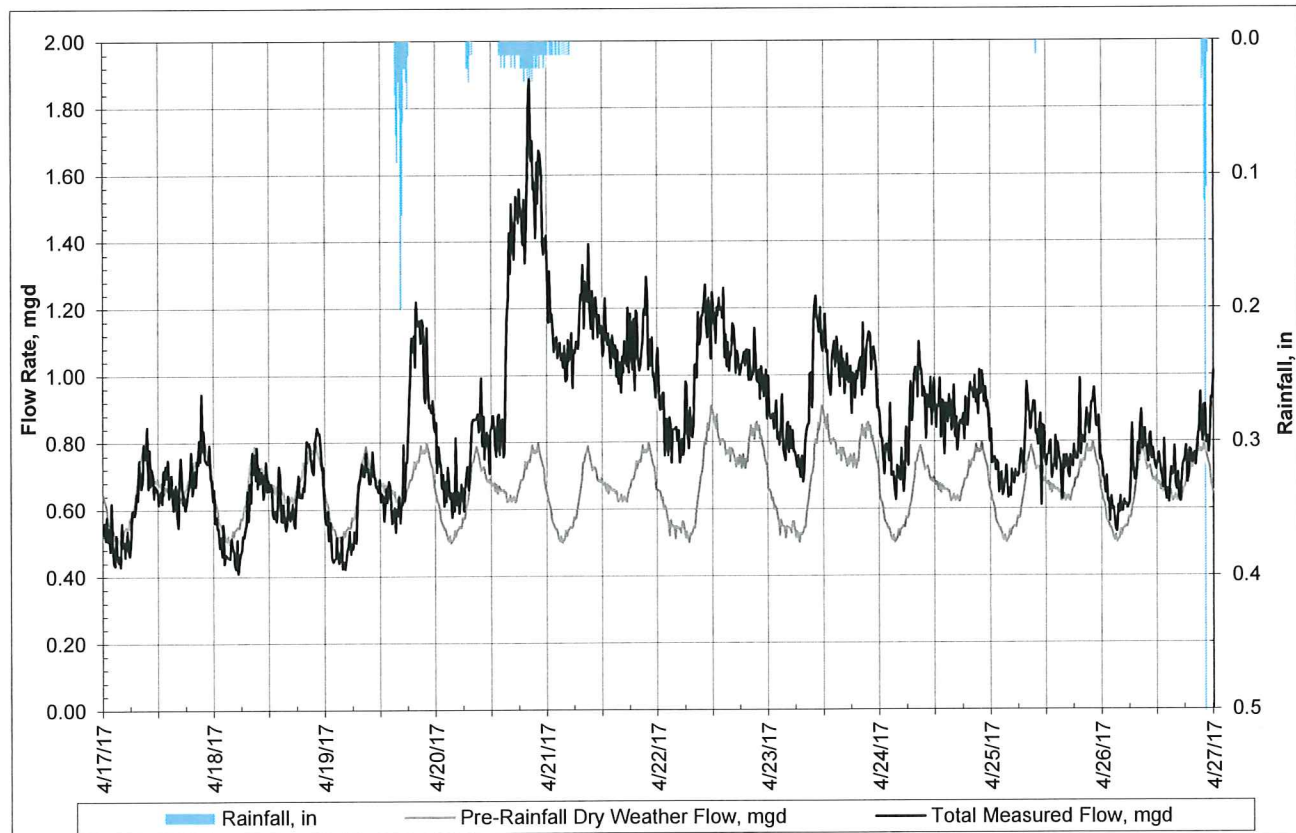
During the flow monitoring period, there were eight rainfall events that exceeded 0.25 inches, including two that exceeded 1.00 inch. These rainfall events and the peak flow rates during each event are presented in Table 3-2. During flow monitoring projects, it is desirable to obtain at least three or more storms with over 1 inch of rainfall to develop a definitive trend. The weather during this project did not provide this number of events, so there is more uncertainty in the trend than if higher volume rainfall events were recorded.

Table 3-2: Rainfall Events during the Monitoring Period

Event	Rainfall Date (2017)	Rainfall, inches	Duration, hours	Peak Hour Rainfall, inches	EightMile-27 Peak Flow Rate, MGD	Barker-18 Peak Flow Rate, MGD	EastShore-12 Peak Flow Rate, MGD
1	April 20	1.53	32.50	0.10	1.89	1.07	0.63
2	April 26	0.82	1.50	0.78	1.09	0.75	0.48
3	April 30	0.75	40.50	0.27	1.17	0.85	0.48
4	May 4	0.70	13.25	0.10	1.39	0.90	0.54
5	May 16	0.48	3.50	0.42	0.89	0.66	0.42
6	May 21	1.52	13.75	1.23	1.35	0.95	0.53
7	June 22	0.29	12.00	0.12	0.69	0.50	0.31
8	June 30	0.27	19.75	0.13	0.72	0.50	0.32

The measured peak flow rates were 50 to 70 percent of the pipe capacity at the monitoring sites. Additional information about the capacity analysis will be provided in Section 4.0. No surcharging (water level above the pipe crown) was recorded by the meters. A sample hydrograph from the EightMile-27 meter during the April 20 event is provided in Figure 3-1. The peak flow rate and return to dry weather flow following the event is shown.

Figure 3-1: Hydrograph for April 20, 2017 Rainfall at Gravity Sewer Discharge into Eight Mile Road Pump Station



The peaking factor is one indicator of the wet weather response and peaking factors typically increase with rainfall. At the flow monitoring sites, the peaking factor for every event at every meter, except one was 2 or less. Storage in upstream pump stations and the relatively small storms that were observed likely contributed to a smaller peaking factor.

Table 3-3: Summary of Peaking Factors by Meter

Event	Rainfall Date (2017)	EightMile-27 Peaking Factor	Barker-18 Peaking Factor	EastShore-12 Peaking Factor
1	April 20	2.7	1.9	2.0
2	April 26	1.6	1.3	1.5
3	April 30	1.7	1.5	1.5
4	May 4	2.0	1.6	1.9
5	May 16	1.3	1.2	1.5
6	May 21	1.9	1.7	1.9
7	June 22	1.3	1.3	1.6
8	June 30	1.3	1.3	1.7

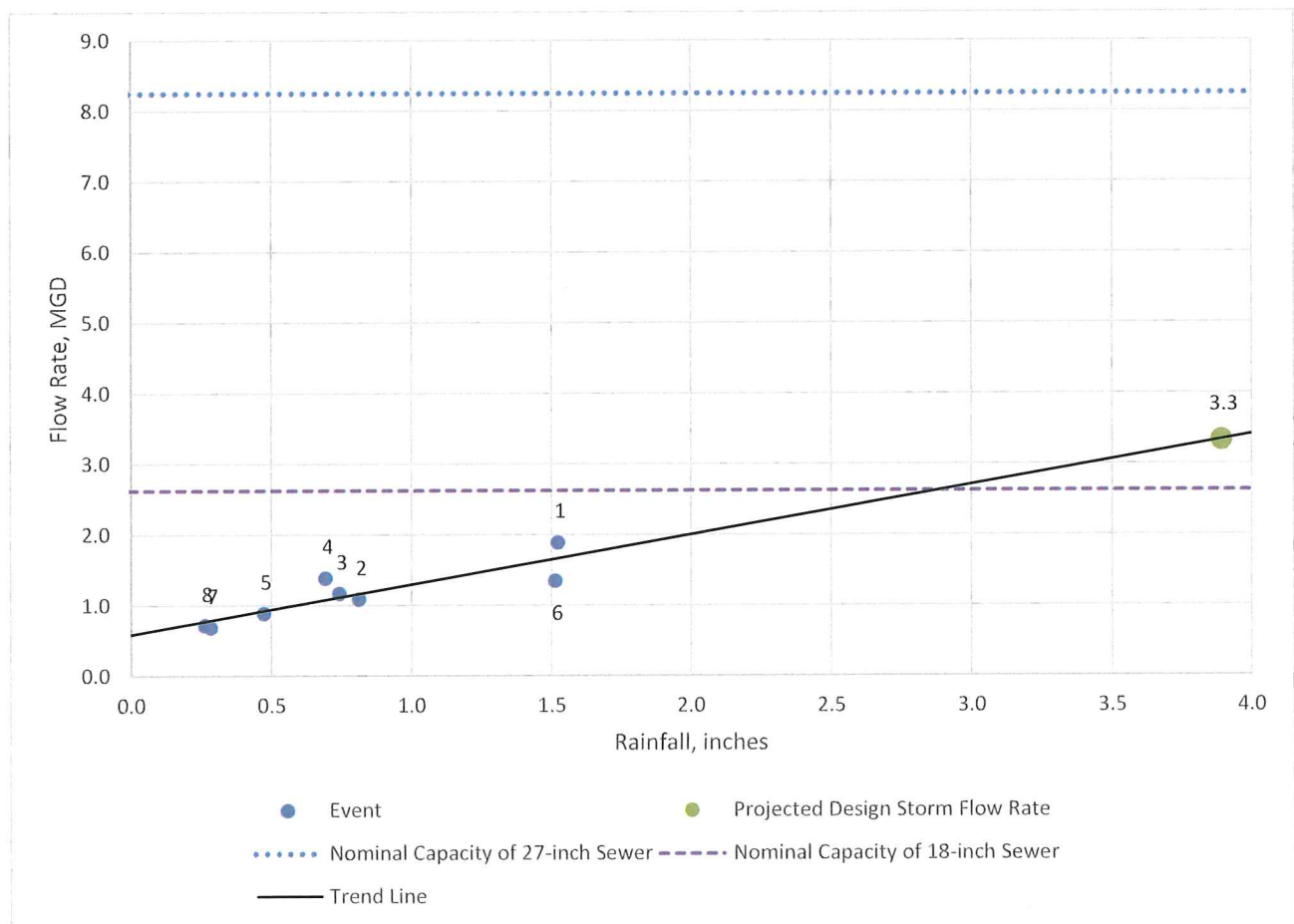
3.3 DESIGN STORM PROJECTIONS AT METER LOCATIONS

For each of the meter locations, a relationship between the measured peak flow rates and rainfall was developed and projected to the 25-year, 24-hour design storm, which the Michigan Department of Environmental Quality defines as 3.9 inches of rainfall with normal soil moisture during the vegetative growing season (April through October). The peak hour rainfall is 1.7 inches if the SCS Type II distribution is used.

The gravity sewer between Barker Road and the Eight Mile Road Pump is primarily an 18-inch diameter sewer, except the last segment of pipe where the meter was located, which is a 27-inch diameter sewer. The measured peak flow rate at this site reached 70 percent of the nominal capacity (the full flow capacity of the sewer without surcharging) of the 18-inch portion of the sewer in April. A linear relationship between the flow rate and rainfall produced a projected 25-year, 24-hour design storm peak flow rate that is less than the nominal capacity of the 27-inch portion of the sewer, but greater than the 18-inch portion of the sewer. This is shown in Figure 3-2. The events are labeled chronologically in the figure and are the same events listed in Table 3-2.

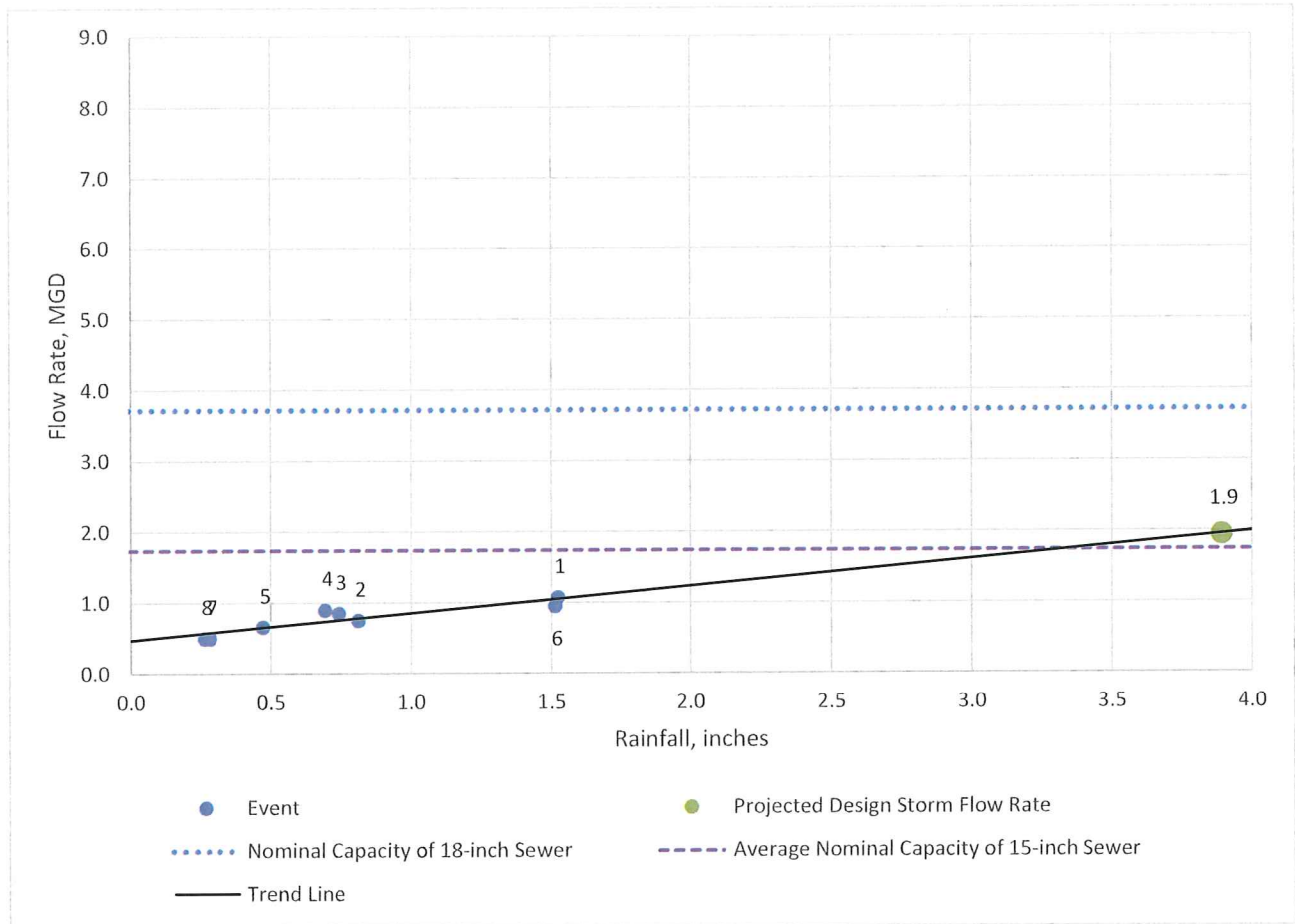
The limited number of large rainfall events adds some uncertainty to the projection, but a decrease in the design storm projection below the pipe capacity would not be expected even with additional data given the magnitude of the measured flow rates.

Figure 3-2: Projected Design Storm Peak Flow Rate at EightMile-27 Meter



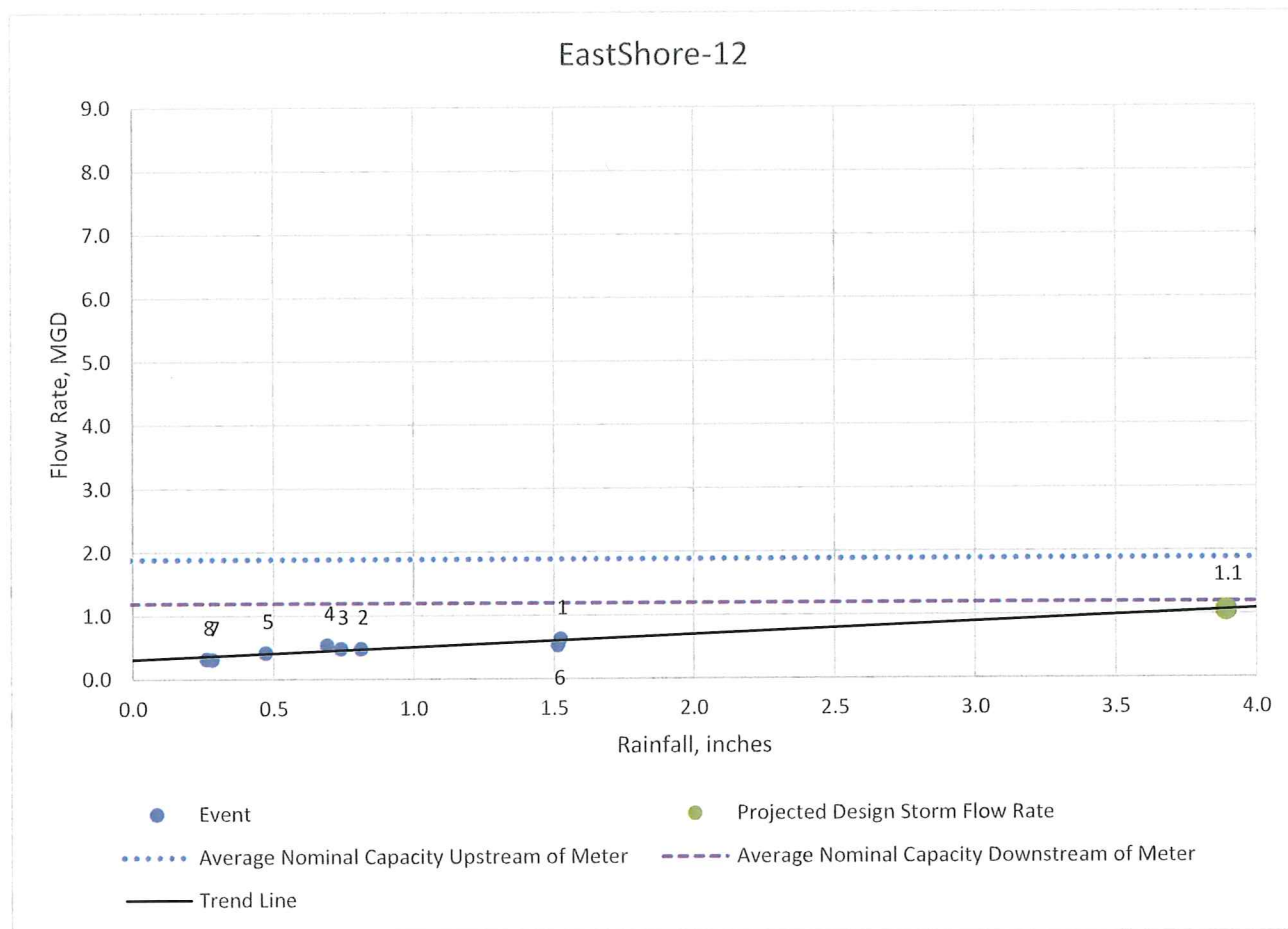
The sewer along Barker Road and the railroad is comprised of two diameters of pipe, 15 and 18 inches. The peak measured flow rate reached 60 percent of the 15-inch sewer's nominal capacity. The 25-year, 24-hour design storm peak flow rate was projected to be just above the nominal capacity of the 15-inch portion of the sewer. The projected design storm peak flow rate and the nominal capacity of the sewers are shown in Figure 3-3.

Figure 3-3: Projected Design Storm Peak Flow Rate at Barker-18 Meter



The East Shore Drive sewer has a constant 12-inch diameter, although differences in the pipe slope occur. The pipe in which the meter was located and upstream of that point has a steeper slope, and therefore, a larger capacity. The downstream reach of sewer has a flatter slope and smaller capacity. Both these capacities are shown in Figure 3-4. During the flow monitoring period, the measured peak flow rate reached 50 percent of the average nominal capacity of the sewer downstream of the meter location. The projected 25-year, 24-hour design storm peak flow rate, shown in Figure 3-4, is less than the average nominal capacity of the sewer both upstream and downstream of the meter location.

Figure 3-4: Projected Design Storm Peak Flow Rate at EastShore-12 Meter



The projected design storm peak flow rates at 3.9 inches of rainfall are summarized in Table 3-4. The peaking factors for the design storm are larger than those that were measured because the peak flow rate for the design storm is larger than the measured events.

Table 3-4: Summary of 25-year, 24-hour Design Storm Projection

Meter	Average Dry Weather Flow Rate, MGD	Peak Flow Rate, MGD	Peaking Factor
EightMile-27	0.62	3.3	5.3
Barker-18	0.48	1.9	4.0
EastShore-12	0.25	1.1	4.4

4.0 CAPACITY ANALYSIS

The flow monitoring provided more precise data on which to base the design storm flow rates and, therefore, projected flows are different than those presented in Table 2 of the March 2016 memorandum. The changes in the design storm flow rates are shown in Table 4-1. Using the flow monitoring data, the design storm peak flow rates increased up to 0.5 MGD from the estimates shown in the March 2016 memorandum.

Table 4-1: Comparison of Flow Rates to Estimates made in March 2016 without Flow Monitoring Data

Meter / Sewer Segment†	Average Dry Weather Flow Rate, MGD		Design Storm Peak Flow Rate, MGD		Peaking Factor	
	March 2016	July 2017	March 2016	July 2017	March 2016	July 2017
EightMile-27 / A	0.70	0.62	2.8	3.3	4.0	5.3
Barker-18 / C	0.40	0.48	1.6	1.9	4.0	4.0
EastShore-12 / E	0.17	0.25	0.7	1.1	4.0	4.4

† From Table 2 of the March 22, 2016 memorandum.

In all cases, the design storm peak flow rate was greater using the flow monitoring data as a basis. Therefore, the capacity analysis for Sewer Segments A through E from the March 2016 study was updated using the revised numbers. The capacity analysis for other sewer segments and pump stations is not updated because there is no basis for changing those numbers.

The updated peak flow rate and available capacity are presented in Table 4-2. As a result of the larger design storm flow rates, the available capacity is reduced from the March 2016 memorandum (where it was greater than zero), except Segment E where the nominal sewer capacity was revised. As in the March 2016 memorandum, the methodology for calculating the number of additional REUs that can be served by a particular sewer assumes a peak hour flow of 1,040 gallons per day per REU.

Table 4-2: Capacity Analysis

Sewer Segment†	Location	Pipe Diameter, inches	Nominal Capacity, MGD	Design Storm Peak Flow Rate, MGD	Available Capacity, REUs
A	Barker Road to Eight Mile Road Pump Station	18	2.6	3.3	0
B	Barker Road across US-23	18	2.4	2.7	0
C	Barker Road to East Shore Drive (extended)	15	1.7	1.9	0
D	East Shore Drive (extended) west of Main Street	12	1.2	1.1	100
E	East Shore Drive east of Main Street	12	1.9	1.1	770

† From Table 2 of the March 22, 2016 memorandum.

Given that there is no available capacity in the gravity sewer at the downstream end of the system, additional significant development anywhere in the system upstream of the gravity sewer discharging into the Eight Mile Road Pump Station is not recommended until capacity can be increased.

The March 2016 memorandum also provided an estimate of the magnitude of the projected development tributary to each sewer segment. Projected development demand (as presented in Table 2 of the March 2016 memorandum) already exceeds the available capacity at all sewer segments A through E. Therefore, capacity improvements are projected to be necessary to convey the existing design storm peak flow rate plus the additional flows from the projected development. The additional conveyance capacity that is projected to be needed is presented in Table 4-3.

Table 4-3: Capacity Required to Convey Existing and Projected Development Design Flow Rate

Sewer Segment [†]	Maximum Projected Development, REUs [†]	Average Flow from Projected Development, MGD	Peak Flow from Projected Development, MGD	Projected Future Design Storm Peak Flow Rate, MGD	Additional Capacity Needed, MGD
A	764	0.20	0.80	4.1	1.5
B	614	0.16	0.64	3.3	0.9
C	510	0.13	0.52	2.4	0.7
D	386	0.10	0.40	1.5	0.3
E	386	0.10	0.40	1.5	0.0

[†] From Table 2 of the March 22, 2016 memorandum.

5.0 CONCEPTUAL IMPROVEMENTS

Conceptual improvements were identified that will allow the Township to begin planning for future improvements that may be necessary to realize any significant growth. It is likely that the Michigan Department of Environmental Quality will not allow permits to new developments that would become tributary to the sewers in this memorandum without other data (such as a numerical model) showing that pipe surcharging will not cause sanitary sewer overflows or basement flooding.

The conceptual improvements were evaluated for the additional capacity that they would provide and compared to the required additional capacity that is projected to be needed and shown in Table 4-3. Larger improvements may be necessary if development projections increase.

5.1 SEWER SEGMENTS A AND B

Improvements #2 and #3 documented in the March 2016 memorandum are still feasible with the revised flow projections. These improvements for Sewer Segments A and B replace the existing gravity sewer with a larger sewer, which consist of the following elements:

- Replace 3,700 feet of the existing 18-inch cross-country sewer between Barker Road and the Eight Mile Road Pump Station with a 21-inch diameter sewer. This is the same as Improvement #2 listed in Table 3 of the March 2016 memorandum.

A replacement sewer was recommended over a relief sewer based on the age of the existing sewer and its construction material. If the existing pipe is later determined to be in good condition, a relief sewer may be able to increase the conveyance capacity at a lower cost than estimated in this document. A 15-inch relief sewer would be recommended.

The Township sewer O&M staff have noted that a replacement interceptor would require significant tree clearing. Pipe bursting is a technique to replace sewer line with a reduced amount of excavation. Pipe bursting would require less excavation, but substantial tree removal would likely still be required along the route to allow truck access and for construction pits.

- Replace 420 feet of existing 18-inch sewer along Barker Road under US-23 with a 21-inch diameter sewer. This is the same as Improvement #3 listed in Table 3 of the March 2016 memorandum, except that the length of the improvement has decreased.

These improvements would increase the nominal capacity of Segments A and B to 4.1 MGD. The opinion of probable cost from the March 2016 memorandum for these improvements is \$1,950,000.

Another alternative that was evaluated and has a comparable cost would divert all or a portion of the flows from the gravity sewer at US-23 and Barker Road to a new pump station that would pump those flows to the Eight Mile Road Pump Station. It is estimated that up to 1.5 MGD would have to be diverted from the gravity sewer during the design storm to prevent surcharging, which would be approximately 40 percent of the projected design storm flow rate at this location. This alternative would also include 4,100 feet of 8-inch diameter force main.

5.2 SEWER SEGMENTS C, D, AND E

Improvements #4 and #5 documented in the March 2016 memorandum are also still feasible with the revised flow projections. These improvements impact Sewer Segments C and D. No improvements are needed for Segment E because the nominal capacity of the sewer is greater than the projected peak flow rate. Improvements #4 and #5 replace the existing sewer with a larger diameter sewer and consist of the following elements:

- Replace 1,700 feet of the existing 15-inch cross-country sewer between Segment D and Barker Road with an 18-inch diameter sewer. This is the same as Improvement #4 listed in Table 3 of the March 2016 memorandum.
- Replace 600 feet of the existing 12-inch cross-country sewer between Main Street and Segment C with a 15-inch diameter sewer. This is the same as Improvement #5 listed in Table 3 of the March 2016 memorandum. Given the short reach of sewer in this recommendation, small offsets in the published sewer invert elevations from the actual elevations may lead to errors in the slope used to calculate the nominal capacity of the sewer that are more discernable than for longer reaches of sewer. Differences in the slope from one reach to the next may result in an extension or reduction in the length of this portion of the improvement.

These improvements would increase the nominal capacity of Segments C and D to 2.8 and 2.1 MGD, respectively. The opinion of probable cost from the March 2016 memorandum for these improvements is \$920,000.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The spring 2017 flow monitoring period was relatively dry with only two storms over 1 inch in volume. The small rains produced mild responses in the sewer flows. As a result of the mild storms, there is still some uncertainty with the flow rates that can be expected for the 25-year, 24-hour storm.

The projected wet weather response for the 25-year, 24-hour design storm did increase from the theoretical projections made in the March 2016 memorandum to the Township. The wet weather response often lasted several days after the rainfall. Future flow monitoring that captures larger storms may further modify the peak flow projections and results of this memorandum.

Based on the current knowledge of flow rates, conveyance improvements should accompany significant new connections to the sanitary sewer. Measured flow rates in the downstream 18-inch gravity sewer at the Eight Mile Road Pump Station were already 70 percent of its nominal capacity for a 1.5-inch rainfall. The projected 25-year, 24-hour design storm for this segment of sewer was greater than its nominal capacity.

The recommended improvements did not change from the March 2016 memorandum. They consist of the following elements:

- 3,700 feet of 21-inch diameter cross-country sewer between Barker Road and the Eight Mile Road Pump Station to replace the existing sewer. Pipe bursting would also be a feasible alternative for this segment of sewer.
- 420 feet of 21-inch diameter sewer along Barker Road to replace the existing sewer.
- 1,700 feet of 18-inch cross-country sewer between Segment D and Barker Road.
- 600 feet of 15-inch cross-country sewer between Main Street and Segment C.

The total opinion of cost of the improvements is \$2,870,000.

An alternative with a similar cost that could be used to avoid replacing or bursting the existing gravity sewer would be to divert all or a portion of the flows from the gravity sewer at US-23 and Barker Road to a new pump station that would pump those flows to the existing Eight Mile Road Pump Station. This alternative would consist of a 1.5 MGD firm capacity pump station and 4,100 feet of 8-inch force main.

The Township plans to do future flow monitoring. Locations that would be beneficial to flow monitor during planned future flow monitoring projects include:

- Flows from Green Oak Township to establish contributions from customers outside Northfield Township.
- Influent sewers to significant pump stations because if those flows are known, it may be possible to develop alternatives that can include re-routing force mains or replacing aging pumps that would likely be lower cost to the Township than new gravity sewers.
- Areas in close proximity to proposed developments to ensure sewer branches further upstream in the collection system also have adequate capacity.

Most future flow monitoring should also repeat the monitoring along the trunk sewer upstream of the Eight Mile Road Pump Station because this collects wastewater from a majority of the Township and has the most expensive improvements that were identified.

If the Township decides to pursue these improvements, the Township should consider updating the system development charge (i.e. connection fee) to allow the cost of the improvements to be recovered from new connections, which are the primary stimulus in requiring these improvements.



TETRA TECH

July 13, 2017

Ms. Marlene Chockley
Northfield Township Supervisor
8350 Main Street
Whitmore Lake, MI 48189

**Re: Northfield Township, Michigan
Update of Wastewater Cost of Service "SmartRate" Study**

Dear Ms. Chockley:

Tetra Tech has appreciated the opportunity to serve Northfield Township since the 1960s. One of the many services we have completed is cost of service (i.e. rate studies) for the wastewater utility. A rate study was last completed in April 2014.

To Tetra Tech's understanding, the Township last raised sewer rates in 2014. It is prudent to periodically complete a rate study to confirm the utility's revenues are keeping pace with the utility's costs and adjust rates accordingly.

There are also growth requests occurring from areas within the Township planned for growth. These requests may necessitate capital improvements to the system. The rate study can be completed with alternative budgets to better understand the impact of potential capital improvements upon connection fees and rates.

Tetra Tech has prepared this proposal to update the 2014 rate study to account for current costs and to better understand the impact of potential improvements upon rates and fees.

INTRODUCTION

The Wastewater Cost of Service Study will address the following items:

1. Calculate wastewater rates and new-customer connection fees to comply with the intent of the proportionality test guidance given in the December 1998 Michigan Supreme Court decision *Bolt v. City of Lansing* ("Bolt").
2. Develop a method to calculate an annual contribution to a dedicated equipment replacement fund to comply with Michigan Department of Environmental Quality (MDEQ) requirements.
3. Project rates and connection fees for a five-year period.

SCOPE OF SERVICES

We propose to perform the following tasks for the Township:

Task 1: Data Collection

We request that Township staff provide us with the following data. In some cases we will request that Township staff review tables of data we prepared previously for ease of update.

Tetra Tech
710 Avis Drive, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.213.3003 www.tetrattech.com



- Audited end of year unrestricted and restricted wastewater fund balances for the last two fiscal years.
- Audited wastewater operation and maintenance (O&M) and capital budgets for the last two fiscal years.
- Audited wastewater system revenues for the last two fiscal years.
- Wastewater O&M and capital budgets for the upcoming fiscal year.
- Wastewater capital improvement plan (CIP) for the next five years.
- List of major equipment items in the wastewater collection, treatment and disposal systems. The list should include the year the item was installed and the cost of the item. The Township's estimate of the remaining useful life of the equipment will also be needed. Major equipment items include such things as:
 - Pumps
 - Chemical Feed Equipment
 - Emergency Generators
 - Vehicles
- Current wastewater bond principal and interest repayment schedules.
- Proposed wastewater bond principal and interest repayment schedules.
- Asset value tabulation (wastewater asset description, year of construction and useful life).
- Contributions to the wastewater fund from sources other than wastewater rates and charges.
- Number of REUs billed per year for the last two fiscal years.
- Projected REU growth rate.
- Billable wastewater flow of each metered customer for the last two fiscal years, by bill.
- Number and type (residential, commercial, institutional, or industrial) of non-metered wastewater customers.
- Wastewater treatment plant influent loadings, in pounds per month, for the last fiscal year for Biochemical Oxygen Demand, Suspended Solids, Phosphorus and Ammonia.

Task 2: Data Review and Clarification

We will review the data collected under Task 1 and request additional data and clarification from Township staff as needed.

Task 3: Prepare Draft Wastewater Cost of Service Study

Once all of the necessary data has been supplied as given in Tasks 1 and 2, Tetra Tech will prepare the Wastewater Cost of Service and System Development Charge (connection fee) Study. The study will include a hardcopy of the "SmartRate" linked financial spreadsheets.

We will include a maximum of four alternative rate and connection fee schedules based on four alternative capital improvement implementation scenarios that the Township may be considering.



TETRA TECH

Our report will summarize sewer rates and connection fees in use by 5 to 10 peer communities in southeastern Michigan.

Task 4: Review Draft Wastewater Cost of Service Study with Township Staff

We meet with Township staff to present our draft of the Wastewater Cost of Service Study. Comments will be discussed in order to address them in the final Wastewater Cost of Service Study.

Task 5: Revise Draft Study and Prepare Final Wastewater Cost of Service Study

The draft study will be revised to incorporate the comments obtained in Task 4. We will then prepare the final Wastewater Cost of Service Study.

Task 6: Presentation to the Township Board

Tetra Tech will present the results of the study in a PowerPoint and Excel presentation to the Township Board.

SCHEDULE

We will deliver the draft Wastewater Cost of Service study within one month of our receipt of all required data.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following tasks are specifically not included in this proposal:

- Wastewater Ordinance Review.
- Preparation of a User Charge System for submittal to the MDEQ.
- Any meetings or presentations sessions beyond the number included in this proposal.
- Training in the use of the Excel spreadsheets.
- Additional rate and connection fee scenarios beyond the maximum of four such scenarios included in this proposal.

COMPENSATION

Compensation for our personnel for the scope of work included in this proposal will be a lump sum of \$10,500.

It is Tetra Tech's opinion that this study can be reimbursed from the Stormwater – Asset Management-Wastewater (SAW) grant that is expected in November 2017 and was procured by Tetra Tech's efforts.

If you concur with our proposal, please sign in the space provided and return one original signed copy to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and are considered an integral part of this proposal.



TETRA TECH

We appreciate this opportunity to be of continued service to Northfield Township, and look forward to helping you achieve your goals. Please contact me at (734) 213-4063 if you have any questions regarding this proposal.

Sincerely,

Brian Rubel, P.E.
Vice President

Vic Cooperwasser, P.E.
Senior Project Manager

PROPOSAL ACCEPTED BY: _____

TITLE: _____ **DATE:** _____



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**JAMES E. COX
NORTHFIELD TOWNSHIP
WATER POLLUTION CONTROL FACILITY
11500 LEMEN ROAD WHITMORE LAKE MICHIGAN
PHONE 734-449-4159 FAX 734-449-4302**

To: Northfield Township Board of Trustees

From: Dan Willis -Wastewater Treatment Plant Superintendent

Date: 7/20/17

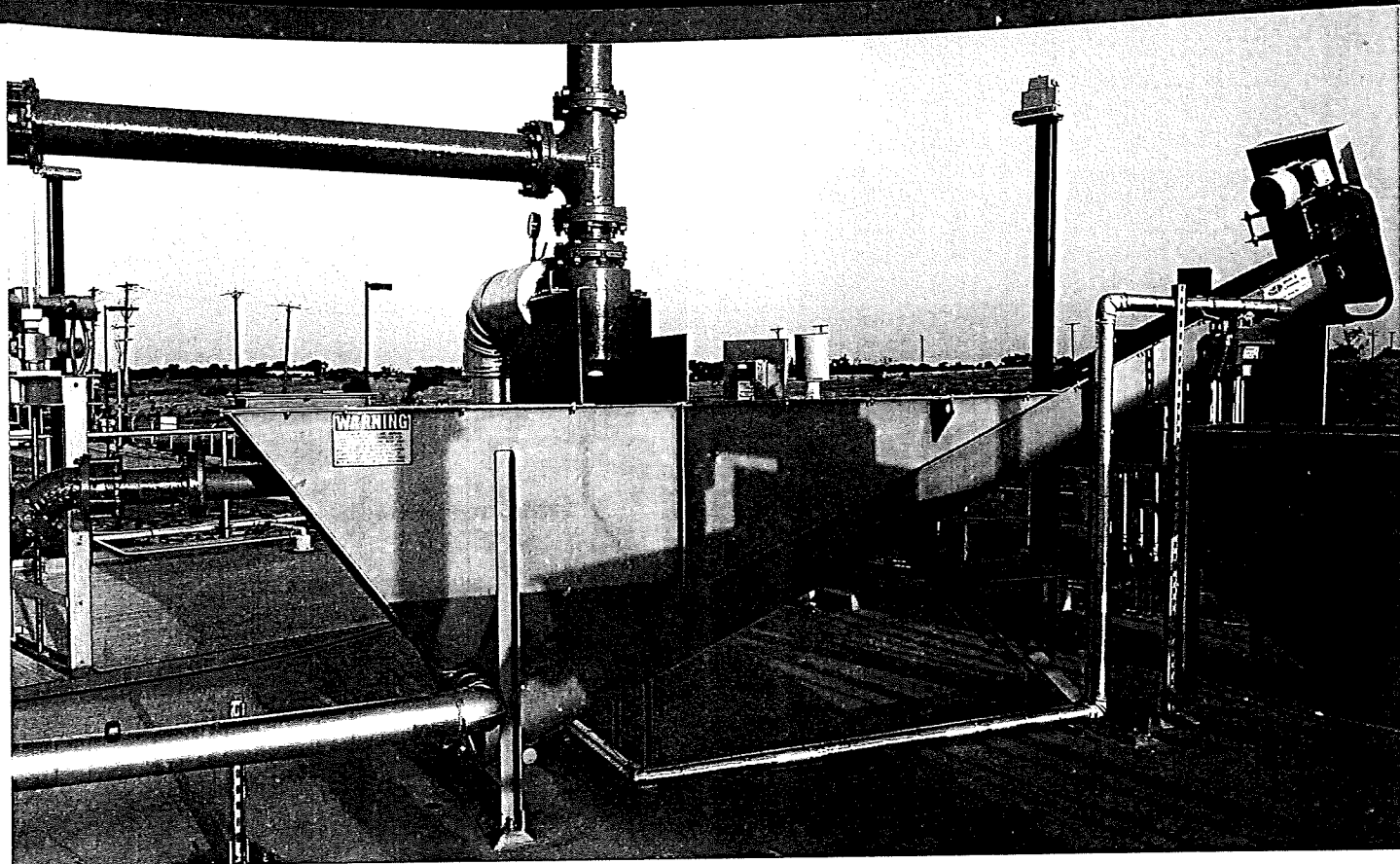
Subject: Grit Conveyor

In 1998 the Wastewater Plant underwent an expansion, and a new grit and screen process was installed. The grit removal process was installed to remove grit from the flow before entering the treatment process. The grit is removed to prevent damage to equipment and to stop it from entering various tanks. It removes approximately 2 yards of grit weekly. This equipment has worked very well for us, however it is housed in a room that is very corrosive to metal and has rusted badly. It has been patched numerous times and is currently beyond repair. This unit has been on the replace list for 3 years. We would like to replace it with a new stainless steel model that won't corrode. The original price of this unit was \$65,601.00. I received a call for a one-time offer of \$50,487.00. This offer is only good until next week. This equipment is made specifically for our plant which makes it unable to be bid out. I would like your approval for purchase of this equipment before we have a failure. It takes 13-15 weeks for delivery.

Thanks,

Dan Willis, Wastewater Supervisor

Dewatering



The dewatering **PISTA®** Grit Screw Conveyor is designed to work in concert with the complete **PISTA®** Grit Removal System, providing superb dewatering and high retention of fine grit without the burden of high maintenance. The **PISTA®** Grit Screw Conveyor boasts a sleek, compact design with a similar sleek footprint to S&L's **PISTA®** product line.

The lamella plate design aids in the retention of fine grit while reducing turbulence and overflow.

The **PISTA®** Grit Screw Conveyor is available in 2 sizes

Dewatered grit discharges into attached container for disposal while the flow and residual organics* are returned to the inlet channel prior to the grit chamber. By returning organics, Smith & Loveless's design keeps odor concerns to a minimum.

**Typically 93% of the flow and 95% of the organics.*

Model	Concentrator	Screw Diameter	Conveyor Length
Model 15 PISTA® Grit Screw Conveyor	250 GPM / 16 LPS	9" / 230 MM	15' / 4.6 M
Model 17 PISTA® Grit Screw Conveyor	500 GPM / 32 LPS	14" / 355 MM	17' / 5.2 M



SALES AGREEMENT

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, Kansas 66215-1284, USA
Phone: (913) 888-5201; Fax: (913) 748-0106

DATE: 7/20/17
PROJECT: Northfield Twp., MI
INQ #: HE-21163
EXISTING S&L SN: 03-1425

YOUR LOCAL SMITH & LOVELESS REPRESENTATIVE CONTACT INFORMATION:

SALES PERSON & CONTACT PH: Kip Koszewski-586-978-7200
REPRESENTATIVE COMPANY: HESCO
REPRESENTATIVE FAX: 586-978-2200

Equipment:

One (1) Model 15 SMITH & LOVELESS® PISTA® GRIT SCREW CONVEYOR™ constructed of 304 stainless steel, including the screw and concentrator mounting bracket.

- Drive motor to be 1 HP, 1200 RPM, 3/60/460 volt, **explosion proof**
- Screw diameter: 9", Screw length: 15'
- Anti-friction bearings at the outlet end and greasable bronze bushing at the inlet end.
- Mesh covers over the hopper and trough openings shall be provided.
- Does not include controls.
- Does not include **PISTA® GRIT CONCENTRATOR™**.

SPECIALS:

- Hinged hopper and trough covers, 14 gauge thick, constructed of 304 stainless steel. Covers linked to an explosion proof limit switch which disables the screw when the covers are opened.
- 304 stainless steel support legs.
- Ship-loose spare V-belt.
- 16 gauge belt guard constructed of 304 stainless steel
- Clamp-on type canvas extended discharge chute, approximately 4' long.

Price: ~~\$65,601~~ **\$50,487***

NOTE: ***This is a one time, limited-time discount that expires on Wednesday, July 26, 2017 at 5:00pm Central Time**

PAGE: 2 OF 2
Inq: HE-21163
SN: 03-1425
Location: Northfield Twp., MI

SHIPMENT: Estimated at 12 - 14 weeks from approved submittals, if submittals are required.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. shall be passed on at cost to customer. This fuel surcharge was not included in our quote and will be in addition to the contract amount.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
DELIVERY: Shipment Upon Receipt of an approved PO or sales agreement
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
Any retrofit buy/resale orders must be pre-authorized by Smith & Loveless' After Market Div.
Payment is 100% prior to shipment via chec, OR, with continuing credit approval, 100% the earlier of net 30 days from date of shipment or at time of start up (if S&L start up is included in our quote).
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.
TIME FRAME: *Quote is good for until Wednesday, July 26, 2017 at 5:00pm Central Time.*
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include, but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. Smith & Loveless is relying on information provided by the customer, the installing contractor, or others with regard to the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, Smith & Loveless shall not be responsible for any problems or difficulties encountered when fitting up new equipment with existing equipment.

Agreed to this ____ day of _____, 2017. Lenexa, KS.

Agreed to this ____ day of _____, 2017 at

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME

By: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

ADDRESS

CITY, STATE, ZIP

PHONE

Is this purchase tax exempt? ____ Yes ____ No

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Northfield Township Clerk's Office

Memo

To: Township Board of Trustees

From: Kathy Manley, Clerk
Cristina Wilson, Deputy Clerk

Date: July 25, 2017

RE: New Equipment License agreement and purchase agreement

The Schedule B License Agreement is between Hart InterCivic, Inc. and Northfield Township.
The term agreement is for 10 years from the date of purchase.

Purchase Agreement is between the State of Michigan, Michigan Department of State and Washtenaw County and the Township of Northfield.

There's no charge for the election equipment. Years 1-5 no charge for maintenance. In year 6-10 there are maintenance fees.

$\$424.00 \times 4 \text{ tabulators} = \$1696.00 \text{ per year} \times 5 \text{ years} = \8480.00
 $\$380.00 \times 2 \text{ (ADA)} = 760.00 \times 5 \text{ years} = \3800.00
Grand Total for 5 years = \$12,280.00

If paid in year 5 we can save 10% by paying \$11,052.00

I would like to recommend that we set aside \$2763.00 in the budget for the next 4 years starting with the fiscal year of 2018-19. This would save the township \$1,228.00 by paying this in full in year 5.

**State Of Michigan
Michigan Department of State
And
Washtenaw County
Township of Northfield
Help America Vote Act (HAVA) Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contract
071B7700128 - Hart Intercivic, Inc.**

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

Definitions:

“*Contractor*” means the voting system vendor selected by the county.

“*County*” means any county within the State of Michigan.

“*Department*” means the Michigan Department of State.

“*Grantee*” means the county or local jurisdiction entering into this *Grant Agreement*.

“*Local Jurisdiction*” means any city or township within the State of Michigan.

“*Voting Systems*” means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 93% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition.

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State
430 W Allegan St., 4th Floor
Lansing, MI 48933
517.335.1952
LangeJ1@michigan.gov

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center, with the original returned to the Department via US Mail.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

**Washtenaw County
Township of Northfield**

*Grant Manager for County, City, or Township (point of contact for the State):

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

Authorized Voting System Component Totals:

Number of Precinct Tabulators Authorized for State-Federal Funding:	3
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	1
Number of Accessible Voting Devices Authorized for State-Federal Funding:	2
EMS Software Authorized for State-Federal Funding:	No None

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: _____

*Title: _____ *Date: _____

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:

Cindy Paradine, Director, Office of Financial Services

Signature

Date



SCHEDULE B LICENSE AGREEMENT
Hart InterCivic, Inc.

VERITY

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**"), entered into effective as of _____, 201__ ("**the Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure or license from Hart certain software ("**Software**") for use in connection with certain hardware ("**Hardware**"). Hart will provide Software support services ("**Software Support Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time pursuant to that certain Standard Contract Terms dated as of the Effective date between Hart and Customer ("**Contract**"). Hardware and Software may be referred to as "**Products**" and Software Support Services and/or related services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. "**Third Party Products**"). The foregoing may be referred to together as the "**Verity system**." Capitalized terms not otherwise defined herein have the meanings assigned to them in the Contract.

Hart agrees to sell or provide to Customer Software and Services according to this Agreement and the Contract, which includes all Schedules, Attachments and Exhibits hereto and thereto. Customer agrees to all terms and conditions of this Agreement and the Contract, which includes all Schedules, Attachments and Exhibits hereto and thereto.

Agreed and Accepted:

Customer

Hart

Jurisdiction: _____

Executed By: _____

Name: _____

Phillip W. Braithwaite

Title: _____

CEO

This Agreement is not effective until executed by both parties.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.



1. **RESERVED.**

2. **PRICING AND PAYMENT**

2.1. **Software Subscription and License Fee.** The "License Fee" is the fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any) and support (a "License and Support Subscription") for the Term (defined below). Pricing for the License Fee is included within the Schedule C Cost Tables. Pricing for subsequently ordered License and Support Subscriptions beyond the Term shall be mutually agreed between the parties.

2.2. **Other Services.** Pricing and payment for Professional Services for custom software development shall be set forth in the Contract or if not specified, as agreed between Hart and Customer.

2.3. **Payment.** The License Fee is due upon receipt of Deliverables and the EMS Software.

3. **RESERVED.**

4. **SOFTWARE SPECIFIC TERMS**

4.1. **License.** Subject to the terms and conditions of this Agreement, during the Term, Hart grants to Customer (i) a personal, nonexclusive, nontransferable and limited license to use the Hart Proprietary Software (which includes firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation or as set forth in a Statement of Work executed as part of the Contract. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software. See Exhibit B for a listing of Sublicensed Software, if any

4.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Customer agrees that during the Term, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, shall make such payment then due, including appropriate historical payments without limiting Hart's remedies.

4.3. **Restrictions**

4.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; (iii) Customer shall not modify the Hardware or Software and (iv) Customer shall not attempt to access or derive any source code. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section [31] of the Contract and the licenses and sublicenses granted under Section 3.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under the Contract; (iii) Hart will have no further installation obligations. Furthermore, if



Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 4.1, Hart reserves its rights to enforce its patents with respect to those claims.

- 4.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.
- 4.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, B, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 4.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 4.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

5. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation. Customer may make unlimited hard copies for internal business purposes.

6. PROPRIETARY RIGHTS

- 6.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, bug fixes, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Hart Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart. For the purposes of this Agreement and the Contract, Hart Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement and the Contract.
- 6.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. For purposes of clarity, Hart agrees to make modifications required pursuant to Section 1.5 (D) in the Statement of Work in accordance with the Contract. Such proposals, modifications, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, modifications, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without



restriction or obligation. Subject to Section 1.5(D) in the Statement of Work, Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

- 6.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims, unless prohibited under Michigan law.

7. SOFTWARE SUPPORT SERVICES

- 7.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer the Software Support Services described in Section 1.6 in the Statement of Work. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 8. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8. WARRANTY

- 8.1. **Limited Warranties.** The Hart Products carry the limited warranties set forth in Section [31] of the Contract, subject to any disclaimers or exclusions set forth therein.
- 8.2. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 7 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition;; (l) servicing or support not authorized by Hart; or (m) Force Majeure. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications within this Contract. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9. RESERVED.

10. CUSTOMER RESPONSIBILITIES

- 10.1. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder for the purposes of facilitating customer service. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely



access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

- 10.2. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.
- 10.3. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 10.4. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.
- 10.5. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

11. TERM AND TERMINATION

11.1. Term.

The term of this Agreement is 10 years from the date of purchase, and any extension thereof by the State or Authorized User.

- 11.2. **Renewals.** Authorized Users' may renew License and Support Subscriptions for successive periods of one (1) year following the end of the Term upon mutual agreement of the parties. In such event, the parties will mutually agree to an addendum to this Agreement with respect to the terms and conditions applicable to such renewal term(s). Customer must pay the Annual Fee invoiced by Hart for such renewals. Each renewal License and Support Subscription term will be one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

- 11.3. **Effect of Expiration and Termination.** Sections 4.2-4.3, 6, 8.2, 11.3, and 12-13 shall survive any termination or expiration of this Agreement. All other rights and obligations (including licenses) shall be of no further force or effect.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 12.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES REFERENCED IN SECTION 8 OF THIS AGREEMENT (WHICH REFERENCES SECTION 31 OF THE CONTRACT), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT. FOR PURPOSES OF CLARITY, THE DISCLAIMERS SET FORTH IN SECTION 31(E) OF THE CONTRACT ALSO APPLY TO THIS AGREEMENT.

- 12.2. **Limitations of Liability.** THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 25 OF THE CONTRACT APPLY TO THIS AGREEMENT AND ARE HEREBY INCORPORATED BY REFERENCE HEREIN. FOR PURPOSES OF CLARITY, CLAIMS OF ANY KIND (WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE MADE OR ALLEGED UNDER THIS AGREEMENT WILL BE DEEMED TO BE CLAIMS UNDER THE CONTRACT (AND CLAIMS OF ANY KIND UNDER THE CONTRACT WILL BE DEEMED TO BE CLAIMS UNDER THIS AGREEMENT) AND PAYMENTS WITH RESPECT THERETO WILL COUNT TOWARD A PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS SECTION 12.2 AND SECTION 25 OF THE CONTRACT. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT AND THE CONTRACT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE



BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

13. GENERAL PROVISIONS

- 13.1. **Entire Agreement.** This Agreement is considered Schedule B of the Contract, and it, along with all other Schedules, Exhibits and Attachments to the Contract are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement, the Contract and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of the Contract will govern; provided that Sections 4 and 6 of this Agreement will govern in the event of any such conflict. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 13.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 13.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.
- 13.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.
- 13.5. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 13.6. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.



Exhibit A

Definitions

"Hart" means Hart InterCivic, Inc., a Texas corporation.

"Verity Access™" means the audio tactile interface (ATI) CONTROLLER created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"Verity Print™" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

"Verity Controller™" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"Verity Scan™" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

"Verity Election Office" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"Verity Touch™" means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"Verity Touch Writer™" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

"Verity Voting" means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

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Exhibit B

HART PROPRIETARY AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription:

ITEM NUMBER	DESCRIPTION	NUMBER OF LICENSES
Verity Scan	Ballot scanner	
Verity Touch Writer	Ballot marking device	

Licensed Location is the jurisdiction named on the signature page of this Agreement.

Software Sublicensed to Customer via annual subscription:

None

(The rest of this page has been intentionally left blank.)

Memo

To: Northfield Township Board of Trustees

From: Marlene Chockley, Supervisor

RE: Natural Gas Supplier

Date: July 20, 2017

Trustees,

At our last meeting, we discussed our contract with Constellation New Energy and whether it was wise to lock in our gas rates for several years again or not. Constellation New Energy is an alternate gas provider licensed through the Michigan Natural Gas Customer Choice Program.

We have since evaluated the cost of having done that for the previous 2 years and it has cost the township over \$2000 more than contracting directly with Consumers Energy.

We are able to return to Consumers Energy retroactive to our last billing date upon notification of Constellation. Since we are currently on a month to month program as we have been evaluating our options, there will be no termination fees imposed.

I recommend that we return to Consumers Energy and ask for authorization to make that change effective as soon as possible.

Thank you for your consideration.

Marlene Chockley

Memo

To: Northfield Township Board of Trustees

From: Lenore Zelenock, Treasurer

RE: Investment and Depository Resolution

Date: July 19, 2017

I requesting an update to our Investment and Depository Policy.

I am requesting to remove First National Bank of Omaha as the Northfield Township Area Library has decided not to use this bank.

I am requesting to add Ann Arbor State Bank and Old National. The plan is to invest the sewer funds in CDs at Ann Arbor State Bank and Old National and to invest in CDARS through Ann Arbor State Bank.

These funds were previous invested in a CD at 1st National Bank. The total amount to be invested is approximately \$1,178,674.

RESOLUTION NO. 17- 570
A RESOLUTION OF THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES
ESTABLISHING A POLICY ON TOWNSHIP INVESTMENT AND DEPOSITORY
DESIGNATIONS

WHEREAS, The Board of Trustees of Northfield Township, Washtenaw County, in exercising its fiduciary responsibilities, desires to safeguard the funds of the Township that may be invested from time to time; and

WHEREAS, Public Act 77 of 1989, MCL 41.77, requires that the Township Board of Trustees designate the banks or depositories for the money belonging to the Township, including the time for which the deposits shall be made and all details for carrying into effect the authority given in this act; and

WHEREAS, Public Act 196 of 1997, MCL 129.91, et seq., requires Township Boards, in consultation with the Township Treasurer, to adopt an investment policy;

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES, That the following Resolution represents the Township's policy on Township investment and depository designations.

Section 1: Policy

This policy is applicable to all public funds belonging to Northfield Township and in the custody of the Township Treasurer, except for the employee pension funds and the employee deferred compensation funds.

The Board of Trustees approves the following financial institutions as depositories and investments of Township funds:

- Morgan Stanley/Graystone Consulting
- First National
- CDARS
- Michigan CLASS
- Ann Arbor State Bank
- Old National Bank

The Northfield Township Treasurer may invest Township funds in certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank but only if the bank, savings and loan association, or credit union meets all of the criteria as a depository of public funds contained in state law. The standard of prudence to be used shall be the "fiduciary" standard and shall be applied in the context of managing an overall portfolio.

The prior approval of the Township Board of Trustees shall be required for the Treasurer to invest in any other lawful investment instruments. The Township Board of Trustees' standard of prudence shall be the "fiduciary" standard, which shall be applied in the context of managing an overall portfolio. The Township Board of Trustees may authorize the Treasurer to invest in the following:

- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States that matures not more than 24 months after the date of purchase.
- (b) Commercial paper rated at the time of purchase within the two highest classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- (c) Repurchase agreements consisting of instruments listed in subdivision (a).
- (d) Bankers' acceptances of United States banks.
- (e) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
- (f) Mutual funds registered under the Investment Company Act of 1940, Title I of Chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:
 - (i) The purchase of securities on a when-issued or delayed delivery basis.
 - (ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
 - (iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.
- (g) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex Sess), MCL 124.501, et seq.
- (h) Investment pools organized under the Surplus Funds Investment Pool Act, Public Act 367 of 1982, MCL 129.111, et seq.
- (i) The investment pools organized under the Local Government Investment Pool Act, Public Act 121 of 1985, MCL 129.141, et seq.

Decisions and actions involving the Township's investment portfolio shall meet the following criteria:

Safety: Safety of principle is the foremost objective of Northfield Township's investment practices.

Diversification: The investments shall be diversified by avoiding over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities and insured certificates of deposit).

Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment: Return on investment is of secondary importance compared to safety and liquidity objectives. Investments shall be selected to obtain a market average rate of return. The core of investments is limited to relatively low risk securities.

The Treasurer may elect to have certificates and other evidence of investments held by a financial institution, provided that the financial institution presents to the Township Treasurer, on a quarterly basis, sufficient documentation and acknowledgment of the investment instruments held on behalf of the Township.

The Township Treasurer shall provide a written report to the Township Board of Trustees, on a quarterly basis, concerning the investment of Township funds.

All financial institutions with which the Township conducts business shall certify that they have received the Township's Investment Policy, have read and fully understand the Investment Policy, and will comply with Public Act 20 of 1943, as amended, and the Investment Policy.

Section 2: Miscellaneous

The Township will comply with all applicable statutes related to public fund investments. If any portion of this Resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other portion of this Resolution.

All prior Investment Policy Resolutions, or parts of Resolutions inconsistent with this Resolution, are hereby repealed and replaced with this Resolution.

PASSED AND Resolved by the Northfield Township Board of Trustees, Northfield, Michigan, on this _____ day of _____, 2017.

Marlene Chockley, Supervisor

ATTEST:

Kathleen Manley, Clerk

**Northfield Township
Board of Trustees**

Memo

To: Northfield Township Board of Trustees
From: Jacqueline Otto, Trustee
cc:
Date: July 19, 2017
Re: Independent Contractor

The township board has had several discussions regarding Independent Contractors. According to the labor laws in Michigan and the IRS, an Independent Contractor falls under certain guidelines:

- Significant investment
- Behavioral Control Factors

Significant investment

An independent contractor often has a significant investment in the equipment he or she uses in working for someone else. However, in many occupations, such as construction, workers spend thousands of dollars on the tools and equipment they use and are still considered to be employees. There are no precise dollar limits that must be met in order to have a significant investment. Furthermore, a significant investment is not necessary for independent contractor status as some types of work simply do not require large expenditures. Resource:

<https://www.irs.gov/businesses/small-businesses-self-employed/financial-control>

Types of Instructions Given

An employee is generally subject to the business's instructions about when, where, and how to work. All of the following are examples of types of instructions about how to do work.

- When and where to do the work.
- What tools or equipment to use.
- Where to purchase supplies and services.
- What work must be performed by a specified individual.

Resource: <https://www.irs.gov/businesses/small-businesses-self-employed/behavioral-control>

A recommendation is that Northfield Township executes agreements with all independent contractors and adopts the attached Personnel Policy for Independent Contractors. Individual(s) that are no longer considered Independent Contractors will need to be considered employees of the township. Attached is a memo from Stacy Belisle confirming that Jim Nelson would be considered an employee of the township and not an Independent Contractor. As the township's stenographer, Lisa would be considered an Independent Contractor and the recommendation is that an agreement is executed.

7/19/2017

Fwd: independent contractor question - Jacqueline Otto

Fwd: independent contractor question

Jacqueline Otto

Thu 7/6/2017 10:36 AM

To: Tawn Beliger <beligert@Northfieldmi.gov>;

FYI

Get [Outlook for iOS](#)

From: Marlene Chockley <chockleym@northfieldmi.gov>
Sent: Wednesday, July 5, 2017 5:11 PM
Subject: FW: independent contractor question
To: Janet Chick <chickj@northfieldmi.gov>, Jacqueline Otto <ottoj@northfieldmi.gov>

From: Stacy J. Belisle [<mailto:sbelisle@mcgrawmorris.com>]
Sent: Wednesday, July 05, 2017 5:07 PM
To: Marlene Chockley <chockleym@Northfieldmi.gov>
Subject: RE: independent contractor question

Marlene,

You are correct. I agree that he is an employee.

Stacy

Stacy J. Belisle
McGraw Morris P.C.
2075 WEST BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48084
Phone: 248.502.4000
Mobile: 313.822.3259
Facsimile: 248.502.4001
Email: SBELISLE@MCGRAWMORRIS.COM
Website: WWW.MCGRAWMORRIS.COM

7/19/2017

Fwd: independent contractor question - Jacqueline Otto

CONFIDENTIAL AND ATTORNEY/CLIENT PRIVILEGED:

This e-mail and any attachments are confidential, intended for the addressee only and may be attorney/client privileged. If you are not the addressee, then please DO NOT read, copy or distribute the message or any attachment. Please reply to the sender that you received the message in error and delete it. Thank you.

From: Marlene Chockley [<mailto:chockleym@Northfieldmi.gov>]

Sent: Wednesday, July 05, 2017 5:05 PM

To: Stacy J. Belisle

Subject: independent contractor question

Stacy,

Our videographer is paid \$85/meeting and we thought he was an independent contractor. However, he uses our equipment at our facility at our times. Should he be an employee instead? According to the last email you sent on Dockett's 1099 issue with the criteria enumerated, it would appear that he is an employee. Do you agree?

Thanks.

Marlene

Marlene Chockley

Northfield Township Supervisor

8350 Main Street

Whitmore Lake MI 48189

Office 734 449-2880 x15

Cell 734 730-0795

NORTHFIELD TOWNSHIP – PERSONNEL POLICY AND PROCEDURES

INDEPENDENT CONTRACTOR

PURPOSE: To clearly define and establish a policy for the use of Independent Contractors by Northfield Township (the “Township”).

DEFINITION: An Independent Contractor is defined as an individual, or individuals, who are not employees of the Township, and meet the standards set forth for independent contractors under relevant state and federal law.

POLICY:

1. The Township shall prepare, and the Independent Contractor shall execute a written contract (the “Contract”) with terms and conditions setting forth the relationship between the parties prior to the commencement of services agreed upon, including, but not limited to, the following terms:
 - a. That termination of the Contract may be for any reason, and shall not require just cause to be demonstrated; and
 - b. That the Independent Contractor shall, by the fifth day of the month following, render invoices for the services provided during that month. The Township shall not pay for, and shall not be liable to pay for services rendered without such an invoice.
2. As an Independent Contractor, the Township does not have the right to control the means and methods of accomplishing the intended results, only the right to assess whether intended results were accomplished in accordance with terms and conditions outlined in the contractual agreement.
3. Independent Contractors shall not complete earnings or withholding forms required for employees of the Township upon engagement with the Township, but shall complete any and all forms required for independent contractors by state or federal law.
4. The Township will pay the Independent Contractor according to the terms and conditions set forth by the Contract for services rendered.
5. An Independent Contractor is not an employee, of any type, or “personnel” of the Township, and shall not be noted on the Township’s organizational documents, including, but not limited to, the organizational chart, as a result.
6. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Independent Contractor, except to the extent required by state or federal law for independent contractors. Payroll or employment taxes include but are not limited to FICA, Federal Personal Income Tax, State Personal Income Tax, State Disability Insurance Tax and State Unemployment Insurance Tax.
7. The Township will not obtain nor be responsible for obtaining Workers’ Compensation benefits or insurance on behalf of the Independent Contractor.
- 8.

PROCEDURE:

- 1) All Independent Contractors shall be approved by a vote of the Township Board approving the Contract drafted between the Township and the Independent Contractor.
- 2) Any changes to the Contract will need to be reviewed and approved by the assigned Township Attorney, and approved by a vote of the Township Board.
- 3) All Independent Contractors are required to complete any and all tax forms required by state and/or federal law.

NORTHFIELD TOWNSHIP – PERSONNEL POLICY AND PROCEDURES

- 4) A background check is required for all Independent Contractors, prior to approval of the Contract by the Township Board.
- 5) A certificate of insurance shall be provided by the Independent Contractor, if recommended by the Township's insurance carrier, and in an amount and form acceptable to the Township's insurance carrier and the Township Attorney.
- 6) Independent Contractors shall not have access to the Township information technology systems, including the Township email, without voted approval by the Township Board.

7/19/2017


Re: Independent Contractor info - Jacqueline Otto

Re: Independent Contractor info

Maynes, Bradford <maynes@peblaw.net>

Thu 6/29/2017 3:03 PM

To: Jacqueline Otto <ottoj@Northfieldmi.gov>;

 1 attachments (39 KB)

Northfield - IC Policy - 6-29-17.docx;

Jacki -

Per our discussion, please find a revised independent contractor policy attached hereto for our discussion. Please give me a call when you have an opportunity to review. Paul may have additional ideas once he has an opportunity to review it.

The only section that I was concerned about, but did not revise was paragraph two under "Policy". This section appears to severely limit the ability of the Township, potentially to the Township's detriment. I was not clear on the goal of this paragraph, and wanted to discuss it with you prior to making any suggestions.

Again, please give me a call when you have an opportunity.

Bests,

BLM

On Wed, Jun 21, 2017 at 12:22 PM, Jacqueline Otto <ottoj@northfieldmi.gov> wrote:

Jennifer,

Attached is the draft (PDF) of the policy and procedure for Independent Contractor for the agenda and board approval. I'm also including Brad on this email to review the policy and procedure for any concerns prior to the board meeting.

Brad,

7/19/2017

Re: Independent Contractor info - Jacqueline Otto

There is concern about Independent Contractors using the Township's property for personal "gain". Is there any language that the Township can incorporate into the agreements to "protect" the Township for misuse of such property - such property could include videos of meetings, etc. If you need to reach out to me for more clarification, please let me know.

Thanks, Jacki

From: Jennifer Carlisle
Sent: Tuesday, June 20, 2017 11:26 AM
To: Jacqueline Otto
Subject: Independent Contractor info

Hi Jacki,

For the Independent Contractor Agreements that you asked to have on the agenda, we sent the contract that we have currently to Brad Maynes for review. We can include that in the packet. Is there any other information you have that you would like included? If so, we will need that by Wednesday so we can get it into the packet.

Thanks,
Jennifer Carlisle
Admin. Asst - Northfield Twp.
734-449-2880 ext. 18
carlislej@northfieldmi.gov

--

Bradford L. Maynes
Law Office of Paul E. Burns
133 West Grand River
Brighton, Michigan 48116
p (810) 227-5000
f (810) 220-5895

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July 6, 2017

MEMO

VIDEOGRAPHER COMPENSATION

The compensation rates for our township employees have been and continue to be reviewed comparatively and equitably. The goal has been to ensure those rates are in line with our employee's responsibilities as well as with similar positions in the field with comparable duties.

Currently the cost to the township to have our meetings video recorded is \$85.00 per meeting. In the instance of a Special Meeting there is an additional \$85 charge regardless of the length of the meeting. Meetings that are video recorded on a regular basis include the Planning Commission, ZBA, and Board of Trustees. There is the potential to pay for as many as 60 meetings annually. These meetings can run from as little as one hour (in particular with the Planning Commission) to as many as 3 hours. At the current rate, the cost to the township if paid hourly would be anywhere from \$28.33 for a 3 hour meeting to \$85.00 for a one hour meeting.

At \$28.33/hr, this position pays out more per hour than any of our office staff who carry much more responsibility. At \$85.00, it is 4 times greater than any of our office staff hourly rate.

I am proposing that we begin discussion on making this an hourly compensated position as opposed to a flat fee per meeting, and the rate more commensurate with the duties required by the township.

Per payscale.com the rate for a "videographer" ranges from \$11.74 to \$40.03 with 50% being paid \$17.62 hourly.

Per salary.com the rate for a "videographer" is \$24.00 to \$37.00 hourly.

At the same site, the job description of a Videographer is based on a full time position with an Associate's Degree and the following responsibilities: Integrates video and audio capability to the e-Commerce site; Maintains and operates video equipment, edits select footage and stays up to date with all new technological advances; May require a Bachelor's Degree; Typically reports to a Supervisor or Manager; Gaining exposure to some of the complex tasks with the job function; Occasionally directed in several aspects of the work.

The title of Videographer is given to a profession. I am submitting a document with the duties, responsibilities, and educational requirements of a professional videographer.

For the township's needs the position does not require editing. The township supplies the equipment so use of the recorder's personal equipment would not enter into the calculation. It is a part time position and a degree is not required.

We are very fortunate to have the ability to video record our meetings not only for the purpose of archiving but making our meetings accessible to the public when it is convenient for them to view. It is a valuable tool for information sharing. We only need to be mindful of making sure the expense is fair.

Respectfully,

Janet M. Chick

Northfield Township Trustee

Videographer Job Description

by Will Charpentier



A videographer is part director, part sound man and part editor. You'll be in charge of the images the public sees on television, on DVDs and on movie screens. You'll work in the studio, in remote locations, and as a part of the post-production team that edits and prepares movies, television shows and other video productions. working in TV, motion pictures, music video, sports events and documentaries.

- 1. The videographer works as part of the production team that creates video products. She also directs multi-camera studio equipment and video switching.** She generates and inserts on-screen text and graphics in live productions using cameras, DVRs, switching equipment and a piece of digital editing equipment called an edit controller. Editing is done digitally, since all video is done digitally these days. This includes streaming video for a variety of Internet uses and formats.
- 2. Videographers also use audio mixing equipment, tweak the studio lighting and control the studio mikes. They must be able to prepare secondary footage for use in live productions,** such as the background footage that's scattered through live news reports. Videographers must also be able to perform routine video and audio equipment maintenance. As if that isn't enough, they have duties in the field, as well.
- 3. In the field or remote location, the videographer will set up and place the lighting and the audio equipment for location work.** He operates the portable equipment and works with the other production staff in pre-production planning and production. He maintains the video production equipment used in the field, too. Other duties in the field are similar to those in the studio, except that the outside world is the videographer's backdrop.
- 4. Back in the shop or studio, the videographer becomes part of the post-production team. She reviews the footage that she and others shot.** She eliminates the segments and scenes where things have gone wrong using editing software. She inserts computer graphics and special effects as required, and, using the internal and external duplication services available to the production company, delivers the final product.
- 5. According to the Bureau of Labor Statistics, videographers are part of the larger group identified as film and video editors, and camera operators.** The bureau expects little change in the employment of camera operators between 2010 and 2020. Current growth in the profession is about 2 percent per year. Employment growth for film and video editors in the same period is projected at 5 percent, well below the 14 percent growth projected for all other U.S. occupations.