

Agenda for the
Allendale Charter Township Board Meeting
Monday, July 12, 2021, 7:00pm

Members Present:

Members Absent:

Guests Present:

Meeting called to order

- Invocation given by Jody Hansen
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the June 28, 2021 Regular Board Meeting Minutes
 - Bills
 - Interim Bills
 - DDA Budget Amendments
- For information
 - Financial Report
 - NEXT BOT MEETING: Minutes of the June 21, 2020 Planning Commission Meeting
 - June Sheriff's Department Monthly Report
 - MiWarn Agreement
- Public Hearings
- Public Comments
- Guest Speakers
 - Department Head Update
 - Fire
- Action Items
 - Resolution 2021-16 Tax Payment Designees
 - Public Utilities Assistant Operator Hiring Recommendation
 - Rehmann IT Managed Services
 - Office 365 Transition Support
 - ACT Park Driveway Budget Amendment Request
 - Principles of Governance
- Discussion Items
 - Ordinance 2021-02 Emergency Services Cost Recovery

- Resolution 2021-17 Emergency Services Cost Recovery
- Public Comments
- Board Comments
- Future Agenda Items
- Adjournment

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**PROPOSED
PROCEEDINGS OF THE ALLENDALE
TOWNSHIP BOARD OF TRUSTEES
JUNE SESSION-2nd DAY**

The Allendale Township Board of Trustees met at the Allendale Township Park Auditorium, located at 6676 Lake Michigan Drive, on Monday, June 28, 2021, at 7:00 p.m. and was called to order at 7:00 by Mr. Elenbaas.

Present: Ms. Vander Veen; Mr. Murillo; Ms. Hansen; Ms. Kraker; Mr. Zeinstra and Mr. Elenbaas. (6)

Absent: Mr. Vander Wall (1)

Staff and Guest Present: Bob Sullivan, Legal Counsel; Kevin Yeomans, Project Coordinator; Colton Hyble, Township Intern; Tim VanBennekomp, Finance Director; Gary Nestle, Public Utilities Wastewater Supervisor, Gary Scholten, Public Utilities Water Supervisor; Allison Romanski, Grand Valley University Research Assistant; Bruce Pindzia, Fleis & VandenBrink; Steve Witte, Nederveld; Patrick Morrow, Metro Health; James Christopollos; Peter Christopollos; Steve VanDyken; Patrick Marks; Mitch Johnson and several other unidentified guests.

Ms. Vander Veen pronounced the invocation.

Mr. Elenbaas led in the Pledge of Allegiance to the Flag of the United States of America.

BOT 21-102 Ms. Vander Veen moved to approve the agenda of today as presented. The motion passed.

BOT 21-103 Ms. Kraker moved to approve the following Consent Resolutions:

1. To approve the Minutes of the June 14, 2021 Board of Trustees meeting.
2. To approve the general claims in the amount of \$262,099.97 and the interim payments of \$5,377.48 as presented by the summary report for June 16, 2021 – June 29, 2021. The motion passed.

Items Received for Information

1. Financial Report
2. Minutes of the June 7, 2021 Planning Commission Meeting
3. Sheriff's Department May Monthly Report

Public Hearings

1. Metro Health Signage-University Park PUD Amendment

Mr. Elenbaas opened the public hearing at 7:12 p.m.

No comments were received.

BOT 21-104 Mr. Elenbaas moved to close the public hearing at 7:13 p.m. The motion passed.

BOT 21-105 Mr. Zeinstra moved to approve and authorize the Clerk and Supervisor to sign Resolution 2021-11, with established edits, allowing construction of a Metro Health wall sign exceeding the maximum area permitted by the Zoning Ordinance. The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Ms. Kraker, Mr. Zeinstra and Mr. Elenbaas. (6)

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

2. Mr. Burger- Walgreen's PUD Amendment

Mr. Elenbaas opened the public hearing at 7:19 p.m.

Public Hearing comments were received from:

Patrick Marks

BOT 21-106 Mr. Elenbaas moved to close the public hearing at 7:22 p.m. The motion passed.

BOT 21-107 Ms. Vander Veen moved to approve and authorize the Clerk and Supervisor to sign Resolution 2021-12, allowing construction of a 5,414 square foot Mr. Burger restaurant and drive-thru, as outlined in the "Mr. Burger" site plan.

The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Ms. Kraker, Mr. Zeinstra and Mr. Elenbaas. (6)

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

Public Comments and Communications

Comments were received from:

1. Mitch Johnson, Allendale

BOT 21-108 Mr. Elenbaas moved to close public comment. The motion passed.

Guest Speakers

Chad Doornbos, Public Utilities Superintendent, presented the 2020 Annual Report/Year in Review highlighting various topics such as: Coronavirus and its financial impact to operations, new administration building, new construction in Allendale, new water and sewer mains, grant funds, upcoming RFP needs, and a financial overview. Public Utilities is investigating the potential of hosting an open house for their new facilities.

Gary Nestle, Public Utilities Wastewater Supervisor, provided an introduction of the Grand River Watershed Project, a clean water initiative and an overview of the 1972 Clean Water Act. He introduced Ms. Allison Romanski, a Research Assistant from Grand Valley State University. Ms. Romanski presented an update of the Grand Valley Research project. The goal of this project is to assess the overall quality of the Grand River. GVSU researchers have partnered with Allendale Wastewater Treatment Plant including utilizing the lab. Ms. Romanski thanked Allendale Township and Public Utilities for their continued partnership, stating this has provided them opportunities they otherwise would not have had. Several board members thanked Ms. Romanski for her presentation and indicated they would like to have her come back to present GVSU final research findings on this project.

Action Items

BOT 21-109 Ms. Kraker moved to approve and authorize the Clerk and Supervisor to sign Resolution 2021-13, adopting an Automated Clearing House (ACH) Policy. The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Ms. Kraker, Mr. Zeinstra and Mr. Elenbaas. (6)

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

BOT 21-110 Mr. Zeinstra moved to approve and authorize the Clerk and Supervisor to sign Resolution 2021-14, adopting a Credit Card Policy. The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Ms. Kraker, Mr. Zeinstra and Mr. Elenbaas. (6)

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

BOT 21-111 Ms. Kraker moved to approve the Personnel Policy updates as presented. The motion passed.

BOT 21-112 Mr. Zeinstra moved to approve the Fire Station Design and Bid Budget Amendment Request, the Intern Program Budget Amendment Request, and the Allendale Chamber Membership Directory Budget Amendment Request as outlined in Budget Amendment Requests 1, 2 and 6. The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Ms. Kraker, Mr. Zeinstra and Mr. Elenbaas. (6)

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

BOT 21-113 Ms. Kraker moved to approve and authorize the Clerk and Supervisor to sign Resolution 2021-15, authorizing Ottawa County Water Resource Commissioner to expend money for the maintenance and repair of the Curry Drain. The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Ms. Kraker, Mr. Zeinstra and Mr. Elenbaas. (6)

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

BOT 21-114 Ms. Hansen moved to approve the hiring of Tawnee Szczepanek to fill the Substitute Library Page and Circulation Assistant position at a wage of \$12.06 per hour. The motion passed.

Discussion Items

Three proposed Zoning Text Amendments were presented to the board including: Tree Preservation, Waste Disposal Facilities and Building Appearance. Discussion was had on these items. A few clarifying edits were suggested. The board requested the language surrounding Waste Disposal Facilities be referred back to the Planning Commission for edits. A few members of the board expressed concerns pertaining to Waste Disposal Facility repair restrictions outlined in the text language.

Kevin Yeomans, Project Coordinator, provided an overview of IT service proposal recommendations. Mr. Yeomans suggested the board consider accepting the bid from Rehmann Technology. Should the board consider approving this bid, there will be necessary budget amendments. Mr. Yeomans will submit this to the board for final consideration at an upcoming meeting.

Kevin Yeomans provided an update of Office 365 program upgrades. Mr. Yeoman's suggests that Rehmann Technology oversee the final transition to this software program. Should the board consider approving this recommendation, there will be necessary budget amendments. Mr. Yeomans will submit this to the board for final consideration at an upcoming meeting.

Mr. Elenbaas called a ten-minute recess at 9:32 p.m.

The meeting resumed at 9:41 p.m.

Mr. Yeomans introduced a draft of the ACT Park Driveway Budget Amendment Request. He explained the need for this amendment coincides with the Fire Station Construction. The construction of the driveway and parking lot is needed sooner in the timeline of the project to help with preparing the park for the upcoming closure of driveway access once construction begins. Mr. Yeomans will bring the final draft of the proposed budget amendment to a future meeting for final consideration.

Mr. Elenbaas and Ms. Hansen presented the board with an overview of Principles of Governance. This includes actions needed in achieving MTA's "Township of Excellence", while enhancing a "Golden Rule" culture for our organization that emphasizes excellent Customer Service.

Public Comments and Communications- None

BOT 21-115 Mr. Elenbaas moved to close public comment. The motion passed.

Board Comments:

1. Ms. Vander Veen inquired to the gravel legislation. Mr. Elenbaas clarified.

BOT 21-116 Ms. Vander Veen moved to adjourn at 10:24 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

User: DENISE

EXP CHECK RUN DATES 06/30/2021 - 07/13/2021

DB: ALLENDALE

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Department: 000.000

AFLAC	Misc Ins - Aflac	285.50	Misc Ins - Aflac
AFLAC	Misc Ins - Aflac	412.14	
ALERUS RETIREMENT SOLUTIONS	Deferred Compensation	773.33	Deferred Compensation
ALERUS RETIREMENT SOLUTIONS	Pension	8,057.61	Pension
ALERUS RETIREMENT SOLUTIONS	Pension	107.67	Pension
ALERUS RETIREMENT SOLUTIONS	Deferred Compensation	100.01	Deferred Compensation
ALERUS RETIREMENT SOLUTIONS	Pension	443.56	Pension
ALERUS RETIREMENT SOLUTIONS	Deferred Compensation	625.92	Deferred Compensation
ALERUS RETIREMENT SOLUTIONS	Pension	4,582.54	Pension
ATA NATIONAL TITLE GROUP LLC	CERT OF COMPLIANCE	10.00	CERT OF COMPLIANCE
GRAND VALLEY DEVELOPERS LLC	HIDDEN SHORES WEST-PHASE 3	488.00	HIDDEN SHORES WEST-P
ILLINOIS STATE DISBURSEMENT UNIT	COURT ORDER PAYABLE	341.54	COURT ORDER PAYABLE
NANCI KNOPER	PAVILION RENTAL	30.00	PAVILION RENTAL
OTTAWA COUNTY TREASURER	Due To County	440.00	Due To County
OTTAWA COUNTY TREASURER	Due To Schools	1,016.00	Due To Schools
Total: 000.000		17,713.82	

Department: 100.000 Water

ACENTEK	Telephone	39.95	TELEPHONE
ALLENDALE TRUE VALUE HDWE INC	SUPPLIES-MISC	259.73	SUPPLIES-MISC
AMBS CALL CENTER	Contracted Services	60.00	Contracted Services
APPLIED IMAGING	Contracted Services	115.90	Contracted Services
BERENDS HENDRICKS STUIT INS AGEN	Insurance	12,987.68	Insurance
CONSUMERS ENERGY	Electricity	4,668.97	Electricity
CREATIVE IMAGE DESIGNERS LLC	OFFICE SUPPLIES	62.50	OFFICE SUPPLIES
EMERALD TOOL INC	Service Laterals - Parts	982.50	Service Laterals - P
ETNA SUPPLY COMPANY	Meter Cost	1,325.00	Meter Cost
H2O COMPLIANCE SERVICES INC	Contracted Services	437.50	Contracted Services
MINER SUPPLY COMPANY INC	SUPPLIES-MISC	51.04	SUPPLIES-MISC
MUTUAL OF OMAHA INSURANCE COMPAN	Life Insurance - Employer	28.96	Life Insurance - Emp
MUTUAL OF OMAHA INSURANCE COMPAN	Disability Insurance	92.42	Disability Insurance
MUTUAL OF OMAHA INSURANCE COMPAN	Employers Health Insurance	523.70	Employers Health Ins
NAPA - GENUINE PARTS COMPANY	Truck Maintenance	14.99	Truck Maintenance
PREIN & NEWHOF PC INC	Contracted Services	650.00	Contracted Services
SMART BUSINESS SOURCE LLC	SUPPLIES-MISC	365.16	SUPPLIES-MISC
SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	39.03	OFFICE SUPPLIES
TOLMAN'S AUTO TECH GROUP INC	Truck Maintenance	76.60	Truck Maintenance
VERIZON WIRELESS	Telephone	279.77	TELEPHONE
VISION SERVICE PLAN	Employers Health Insurance	84.25	Employers Health Ins
WEX BANK	Gas & Oil	507.86	Gas & Oil
WINDEMULLER ELECTRIC INC	Maintenance	560.00	Maintenance
ZEHN'S LANDSCAPE & LAWN SERV	Maintenance	450.00	Maintenance
Total: 100.000 Water		24,663.51	

Department: 120.000 KNOWLTON HOUSE

ALLENDALE TRUE VALUE HDWE INC	Miscellaneous	99.31	Miscellaneous
CONSUMERS ENERGY	Electricity	82.07	Electricity
Total: 120.000 KNOWLTON HOUSE		181.38	

Department: 171.000 Supervisor

VERIZON WIRELESS	Cell Phone	38.89	Cell Phone
Total: 171.000 Supervisor		38.89	

Department: 200.000 Sewer

AAA LAWN CARE INC	GENERAL MAINTENANCE	1,143.00	GENERAL MAINTENANCE
ACENTEK	Telephone	355.41	TELEPHONE
AGILE SAFETY LLC	WRRF MAINTENANCE	1,737.00	WRRF MAINTENANCE

User: DENISE

EXP CHECK RUN DATES 06/30/2021 - 07/13/2021

DB: ALLENDALE

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

ALLENDALE TRUE VALUE HDWE INC	SUPPLIES-MISC	489.63	SUPPLIES-MISC
AMBS CALL CENTER	Contracted Services	60.00	Contracted Services
APPLIED IMAGING	Contracted Services	115.89	Contracted Services
BERENDS HENDRICKS STUIT INS AGEN	Insurance	12,987.68	Insurance
BIOTECH AGRONOMICS INC	SEWER POND CLEANING	52,274.35	SEWER POND CLEANING
CONSUMERS ENERGY	Electricity	894.59	Electricity
CREATIVE IMAGE DESIGNERS LLC	OFFICE SUPPLIES	62.50	OFFICE SUPPLIES
EJ USA INC	SUPPLIES-MISC	1,743.56	SUPPLIES-MISC
ELDERS APPLIANCE INC	WWTP EXPANSION PHASE 1	689.99	WWTP EXPANSION PHASE
FLEIS & VANDENBRINK ENG'G INC	Professional Services	4,015.00	Professional Service
HAVILAND PRODUCTS COMPANY	Chemicals	2,253.00	Chemicals
MINER SUPPLY COMPANY INC	SUPPLIES-MISC	51.04	SUPPLIES-MISC
MUTUAL OF OMAHA INSURANCE COMPAN	Life Insurance - Employer	28.96	Life Insurance - Emp
MUTUAL OF OMAHA INSURANCE COMPAN	Disability Insurance	92.42	Disability Insurance
MUTUAL OF OMAHA INSURANCE COMPAN	Employers Health Insurance	523.70	Employers Health Ins
NAPA - GENUINE PARTS COMPANY	Truck Maintenance	14.99	Truck Maintenance
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	313.48	LAB SUPPLIES
NORTH CENTRAL LABORATORIES	WWTP EXPANSION PHASE 1	2,119.39	WWTP EXPANSION PHASE
OTTAWA COUNTY FISCAL SERVICES	WWTP EXPANSION PHASE 1	3,501.82	WWTP EXPANSION PHASE
PLUMMER'S ENVIRONMENTAL SERVICE	COLLECTION SYSTEM MAINTENANCE	7,195.60	COLLECTION SYSTEM MA
POTLUCK PICK-UP INC	Trash	403.50	Trash
PREIN & NEWHOF PC INC	Contracted Services	30.00	Contracted Services
RYAN VANDERPLOEG	Dues	70.00	Dues
SMART BUSINESS SOURCE LLC	SUPPLIES-MISC	365.16	SUPPLIES-MISC
THOMAS SCIENTIFIC LLC	LAB SUPPLIES	270.07	LAB SUPPLIES
TOLMAN'S AUTO TECH GROUP INC	Truck Maintenance	76.60	Truck Maintenance
VERIZON WIRELESS	Telephone	675.84	TELEPHONE
VISION SERVICE PLAN	Employers Health Insurance	84.25	Employers Health Ins
WEX BANK	Gas & Oil	507.85	Gas & Oil

Total: 200.000 Sewer

95,146.27

Department: 215.000 Clerk

AMAZON CAPITAL SERVICES	Supplies	16.47	Supplies
MLIVE MEDIA GROUP	Printing & Publishing	1,270.53	Printing & Publishin
VERIZON WIRELESS	Miscellaneous	38.89	Miscellaneous

Total: 215.000 Clerk

1,325.89

Department: 248.000 General Office

ADOBE INC	COMPUTER CONTRACTED SERVICES	108.06	COMPUTER CONTRACTED
AMAZON CAPITAL SERVICES	Supplies	112.35	Supplies
AMAZON CAPITAL SERVICES	Miscellaneous	10.37	Miscellaneous
ARBORIST SKILLS INC	Safety Training And Materials	739.20	Safety Training And
FLEIS & VANDENBRINK ENG'G INC	INFRASTRUCTURE COSTS	2,200.00	INFRASTRUCTURE COSTS
KCI (KENT COMMUNICATIONS INC)	Postage	135.00	Postage
SMART BUSINESS SOURCE LLC	Supplies	3.15	Supplies
US BANK EQUIPMENT FINANCE	COMPUTER CONTRACTED SERVICES	162.64	COMPUTER CONTRACTED
VERIZON WIRELESS	Miscellaneous	6.33	Miscellaneous

Total: 248.000 General Office

3,477.10

Department: 265.000 Building & Grounds

ACENTEK	Telephone	843.85	Telephone
ALLENDALE TRUE VALUE HDWE INC	Maintenance	150.69	
AMAZON CAPITAL SERVICES	Supplies	35.84	Supplies
BERENDS HENDRICKS STUIT INS AGEN	Insurance	14,611.14	Insurance
BRENDA BORST	Contracted Services	1,058.00	Contracted Services
CONSTRUCTION SIMPLIFIED	BUILDING IMP-FIRE	1,800.00	BUILDING IMP-FIRE
CONSUMERS ENERGY	Electricity	1,792.84	Electricity
MENARDS-HOLLAND INC	Supplies	63.85	Supplies
MENARDS-HOLLAND INC	Maintenance	414.92	Maintenance
MENARDS-HOLLAND INC	Miscellaneous	197.56	Miscellaneous

07/07/2021 10:36 AM
User: DENISE
DB: ALLENDALE

INVOICE APPROVAL BY DEPT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 06/30/2021 - 07/13/2021
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 3/4

REBECCA BENJAMIN	Contracted Services	150.00	Contracted Services
VERIZON WIRELESS	Cell Phone	60.93	CELL PHONE
		<hr/>	
Total: 265.000 Building & Grounds		21,179.62	

Department: 276.000 Cemetery

ALLENDALE TRUE VALUE HDWE INC	Maintenance	148.07	Maintenance
BERENDS HENDRICKS STUIT INS AGEN	Insurance	405.87	Insurance
CONSUMERS ENERGY	Electricity	32.72	Electricity
KERKSTRA PORTABLE RESTROOM	Contracted Services	95.00	Contracted Services
		<hr/>	
Total: 276.000 Cemetery		681.66	

Department: 336.000 Fire Dept.

ALLENDALE FIRE FIGHTERS ASS'N	Fire Fighting Supplies	44.60	Fire Fighting Suppli
ALLENDALE TRUE VALUE HDWE INC	Supplies	24.94	Supplies
ALLENDALE TRUE VALUE HDWE INC	Fire Fighting Supplies	28.67	Fire Fighting Suppli
ALLENDALE TRUE VALUE HDWE INC	Equipment Maintenance	57.95	Equipment Maintenanc
ALLENDALE TRUE VALUE HDWE INC	Equipment Replacement	56.91	Equipment Replacemen
ALLENDALE TRUE VALUE HDWE INC	Fire Fighter Training	147.83	Fire Fighter Trainin
BERENDS HENDRICKS STUIT INS AGEN	Insurance	24,351.90	Insurance
GREAT LAKES EMS ACADEMY	Medical Training	1,650.00	Medical Training
MAGNUM LAKES INC.	Turnout Replacement	218.10	Turnout Replacement
MENARDS-HOLLAND INC	Scba Maintenance	59.91	Scba Maintenance
RAAP SIGNS INC	New Equipment	1,045.00	New Equipment
STATE OF MICHIGAN - MDHHS	Dues	50.00	Dues
VERIZON WIRELESS	Cell Phone	72.89	CELL PHONE
WEX BANK	Gas & Oil	27.93	Gas & Oil
WEX BANK	Fuel For 121	107.71	Fuel For 121
WEX BANK	Truck Fuel Truck 122	93.18	Truck Fuel Truck 122
WEX BANK	Fuel For 141	146.50	Fuel For 141
WEX BANK	Fuel For 161	112.89	Fuel For 161
WEX BANK	FUEL FOR 170	266.55	FUEL FOR 170
WEX BANK	Fuel For 171	169.60	Fuel For 171
WEX BANK	Fuel For 190	215.70	Fuel For 190
		<hr/>	
Total: 336.000 Fire Dept.		28,948.76	

Department: 371.000 Inspection Department

MUTUAL OF OMAHA INSURANCE COMPAN	Life Insurance - Employer	3.09	Life Insurance - Emp
MUTUAL OF OMAHA INSURANCE COMPAN	Disability Insurance	5.10	Disability Insurance
MUTUAL OF OMAHA INSURANCE COMPAN	Life Insurance - Employer	6.18	Life Insurance - Emp
MUTUAL OF OMAHA INSURANCE COMPAN	Disability Insurance	17.21	Disability Insurance
MUTUAL OF OMAHA INSURANCE COMPAN	Employers Health Insurance	174.12	Employers Health Ins
PROFESSIONAL CODE INSPECTIONS IN	Contracted Services	41,316.30	Contracted Services
SMART BUSINESS SOURCE LLC	Miscellaneous	31.08	Miscellaneous
VISION SERVICE PLAN	Employers Health Insurance	14.37	Employers Health Ins
		<hr/>	
Total: 371.000 Inspection Department		41,567.45	

Department: 447.000 Highway M-45

ALLENDALE TRUE VALUE HDWE INC	Irrigation Maintenance	133.95	Irrigation Maintenan
BERENDS HENDRICKS STUIT INS AGEN	Insurance	7,305.57	Insurance
CONSUMERS ENERGY	Electricity	1,186.22	Electricity
		<hr/>	
Total: 447.000 Highway M-45		8,625.74	

Department: 448.000 Street Lights

CONSUMERS ENERGY	Electricity	22,647.42	Electricity
CONSUMERS ENERGY	Henry St/Town Center Electrici	72.34	Henry St/Town Center
		<hr/>	
Total: 448.000 Street Lights		22,719.76	

Department: 751.000 Recreation And Parks

ALLENDALE TRUE VALUE HDWE INC	Maintenance	122.92	Maintenance
BERENDS HENDRICKS STUIT INS AGEN	Insurance	4,464.52	Insurance
CONSUMERS ENERGY	Electricity	824.21	Electricity
MENARDS-HOLLAND INC	Maintenance	36.72	Maintenance
Total: 751.000 Recreation And Parks		5,448.37	

Department: 790.000 Library

ACENTEK	Telephone	43.87	Telephone
ACENTEK	COMPUTER CONTRACTED SERVICES	218.95	COMPUTER CONTRACTED
ALLENDALE TRUE VALUE HDWE INC	Maintenance	9.49	MAINTENANCE
BAKER & TAYLOR BOOKS LLC	BOOKS PURCHASED	45.74	BOOKS PURCHASED
BAKER & TAYLOR BOOKS LLC	Childrens Books Purchased	93.42	CHILDRENS BOOKS PURC
BERENDS HENDRICKS STUIT INS AGEN	Insurance	4,058.64	Insurance
ELITE FUND INC	Contracted Services	100.00	Contracted Services
ENGINEERED PROTECTION SYSTEMS IN	Contracted Services	123.60	Contracted Services
GALE/CENGAGE LEARNING INC	BOOKS PURCHASED	62.38	BOOKS PURCHASED
HERRICK DISTRICT LIBRARY	BOOKS PURCHASED	10.00	BOOKS PURCHASED
LAKELAND LIBRARY COOPERATIVE	DIGITAL COLLECTION	450.00	DIGITAL COLLECTION
LAKELAND LIBRARY COOPERATIVE	Computer Support - Lakeland	4,677.23	Computer Support - L
MIDWEST TAPE LLC	DIGITAL COLLECTION	999.92	DIGITAL COLLECTION
REBECCA BENJAMIN	Contracted Services	800.00	Contracted Services
T-MOBILE	Miscellaneous	273.61	Miscellaneous
Total: 790.000 Library		11,966.85	

Department: 852.000 Hospital Reimbursement

MUTUAL OF OMAHA INSURANCE COMPAN	Employers Health Insurance	1,963.97	Employers Health Ins
VISION SERVICE PLAN	Employers Health Insurance	296.44	Employers Health Ins
Total: 852.000 Hospital Reimbursement		2,260.41	

Department: 853.000 Employee Life Insurance

MUTUAL OF OMAHA INSURANCE COMPAN	Life Insurance - Employer	137.57	Life Insurance - Emp
MUTUAL OF OMAHA INSURANCE COMPAN	Disability Insurance	421.14	Disability Insurance
Total: 853.000 Employee Life Insurance		558.71	

*** GRAND TOTAL ***

286,504.19

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

July 7, 2021

Township Board of Trustees:

The Allendale Downtown Development Authority recently approved two amendments to their 2021 budget. As the Township Board of Trustees is the township's governing body, it must also approve of the amendments to the DDA budget.

An amendment sheet follows this letter in the July 12, 2021 board packet. The two amendments were approved by the DDA body and consists of the following:

\$75,000 Sidewalk installation along 48th Ave in coordination with the METRO Health building project

\$50,000 Allendale "All In" campaign with the Chamber of Commerce

Regards,



Adam Elenbaas
Township Supervisor

Budget Amendment Request

Fund Name: DDA Development	Date: 6/29/2021
Department Number: N/A	Budget Entry #: 7
Department Name: N/A	Amendment #:
Requested by: DDA Board	

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In				
TOTAL REVENUES:	\$1,867,603.00			\$1,867,603.00

EXPENDITURES:

AUDIT	\$5,000.00			\$5,000.00
ATTORNEY CONTRACTED SERVICES	\$4,000.00			\$4,000.00
SUPPLIES	\$0.00			\$0.00
ADMINISTRATION	\$40,299.00			\$40,299.00
CONTRACTED SERVICES	\$8,000.00			\$8,000.00
PRINTING AND PUBLISHING	\$400.00			\$400.00
MISCELLANEOUS	\$100.00			\$100.00
SIDEWALKS	\$225,000.00		\$75,000.00	\$300,000.00
GATEWAY PROJECT	\$0.00			\$0.00
M45 ENHANCEMENT PROJECTS	\$0.00			\$0.00
TOWNE CENTER	\$0.00			\$0.00
PARK IMPROVEMENT	\$395,000.00			\$395,000.00
HENRY STREET	\$0.00			\$0.00
64TH-LMD PROJECT	\$0.00			\$0.00
SAFE ROUTES TO SCHOOLS	\$0.00			\$0.00
FIRE NEEDS ASSESSMENT	\$0.00			\$0.00
GENERAL MARKETING	\$90,000.00		\$50,000.00	\$140,000.00
MEDIAN MAINTENANCE	\$0.00			\$0.00
PROPERTY ENHANCEMENT PROGRAM	\$100,000.00			\$100,000.00
WHISPERING CREEK SEWER	\$0.00			\$0.00
WINTER READINESS PROGRAM	\$150,000.00			\$150,000.00
PROPERTY PURCHASED	\$0.00			\$0.00
ROAD MAINTENANCE	\$175,000.00			\$175,000.00
FIRE EQUIPMENT	\$0.00			\$0.00
INFRASTRUCTURE COSTS	\$275,000.00			\$275,000.00
ALLENDALE CHRISTIAN SCHOOL FIELDS	\$0.00			\$0.00
TRANSFER OUT	\$0.00			\$0.00
PRINCIPAL PAID	\$0.00			\$0.00
INTEREST PAID	\$0.00			\$0.00
TOTAL EXPENDITURES:	\$1,467,799.00			\$1,592,799.00
Revenue Over/(Under) Expenditures	\$399,804.00			\$274,804.00

OTHER FINANCING SOURCES AND USES:

Transfers in from other funds:				
Transfers out to other funds:				
TOTAL ALL:				

Description (1) \$75,000 in support of new sidewalk along 48th ave as part of metro healths new building (50% of cost, not to exceed \$75,000). (2) \$50,000 in support of Allendale Area Chamber of Commerce's All-In Campaign.

Other Current Projected DDA Development Fund Balance: \$4,850,713

Projected DDA Development Fund Balance After Amendment: \$4,725,713

Approved/Denied?



Treasurer's report for Board Meeting dated Monday, July 12, 2021

Interim Payments:

Date	Check #	Amount	Vendor	Description
6/30/2021	100226	\$979.98	Elders Appliance Inc	Appliances for New Admin Bldg Breakroom
6/30/2021	100227	\$1,835.00	Swank Motion Pictures Inc	Movies in the Park - DVDs
7/6/2021	100228	\$10,691.18	Northern Machining & Repair Inc	RBC Repair
7/6/2021	100229	\$5,125.44	Webb Chemical Service Corp	Chemicals

\$18,631.60 TOTAL

General Fund Cash Balance at board meeting dated 7/12/2021

Checking Account	\$	4,410,502.00
Liquid Investment	\$	259,371.00
CD	\$	18.00
Total	\$	4,669,891.00

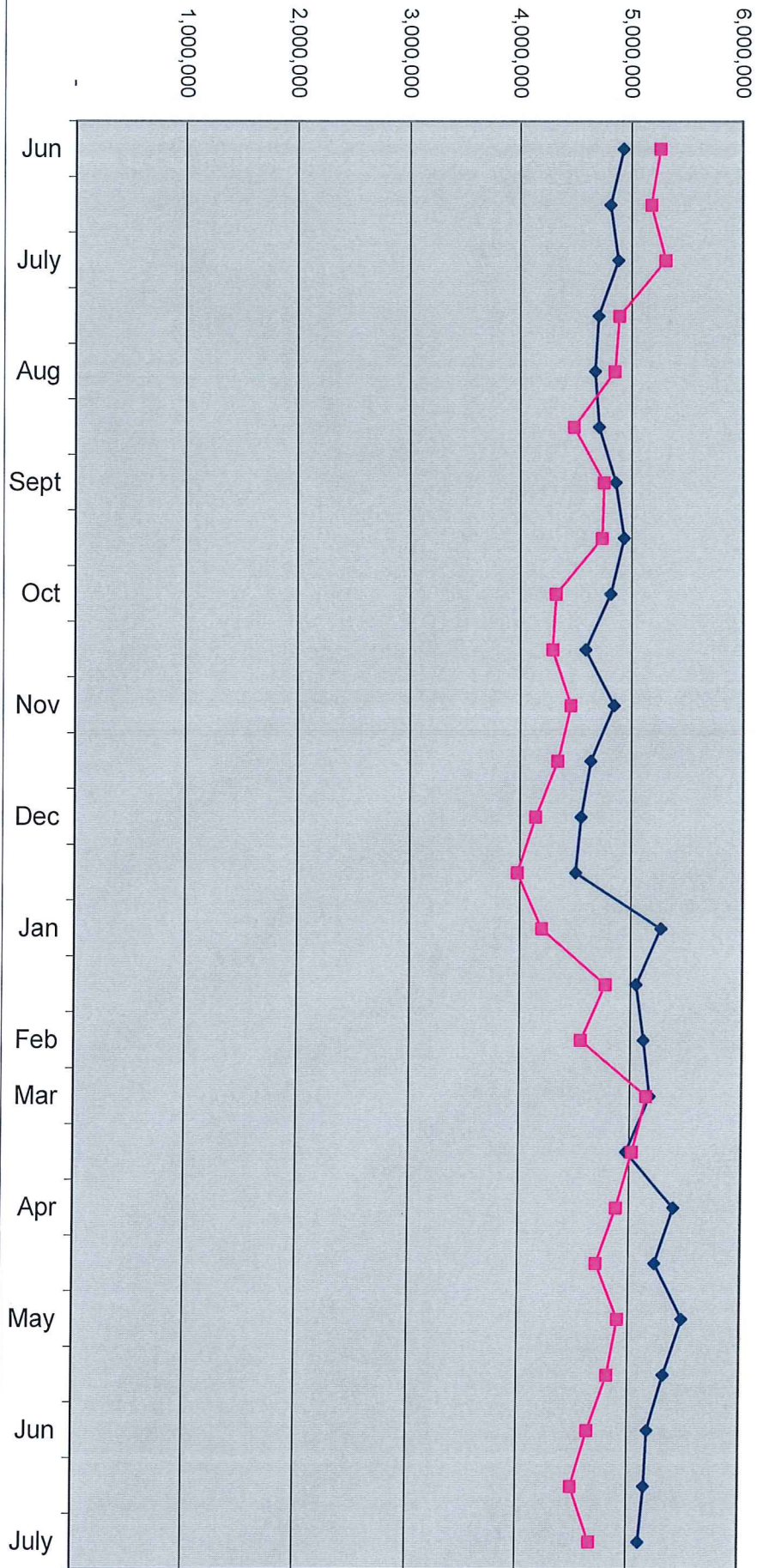
Note: Does not include today's Accounts Payable run

Last board meeting balances

Checking Account	\$	4,239,359.00
Liquid Investment	\$	259,365.00
CD	\$	18.00
Total	\$	4,498,742.00

Last year at this time the balance was \$ 5,107,358.00

2019 - 2021 GENERAL FUND BALANCES





County of Ottawa

Sheriff's Office

Steve A. Kempker
Sheriff

Valerie L. Weiss
Undersheriff



Headquarters/Administration

12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4000 or (888) 731-1001
Fax: (616) 738-4062

Correctional Facility

12130 Fillmore Street
West Olive, Michigan 49460
(616) 786-4140 or (888) 731-1001
Fax: (616) 738-4099

Date: 07-06-2021

To: Allendale Township Supervisor Adam Elenbaas

From: Sgt. Cal Keuning

RE: Monthly Report (June 2021)

The Sheriff's Office during the month of June responded to 433 calls for service. Looking back at June 2020, the Sheriff's Office responded to 410 calls for service.

Basic EMT and MFR units with assistance of general road patrol responded to 35 medicals and 4 personal injury accidents in Allendale Township. Looking back at June 2020, the Sheriff's Office responded to 43 medicals.

Deputies conducted traffic contacts in Allendale Township during the month of June resulting in 116 traffic violations.

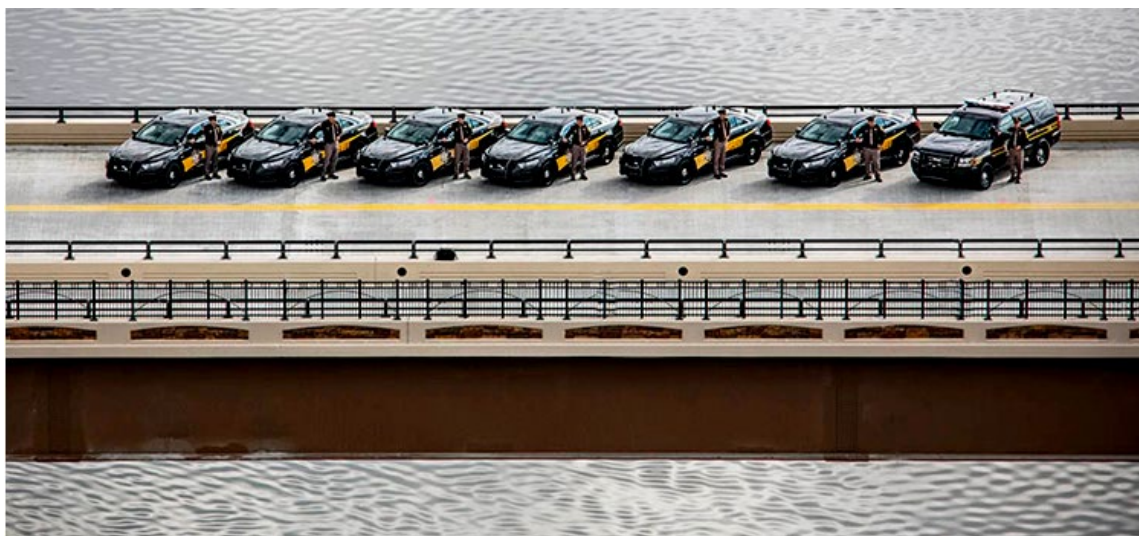
Michigan State Inspection of Medical Equipment for Car 101:

Sgt. Keuning's new police car (Car 101) is state certified as a Basic-EMT licensed vehicle. Because of the vehicle being new, a state medical representative had to inspect it making sure all the medical equipment / medications required were on the vehicle. The vehicle passed the state inspection and is out on patrol in Allendale Township.



High Visibility Enforcement in Allendale Township:

Ottawa County Sheriff's Office Traffic Service Units conducted "High Visibility Enforcement (HVE)" in Allendale Township on June 15th. 45 violations were cited as a result of the High Visibility Enforcement along Lake Michigan Dr. Some of the violations included speed, no seat belt use and vehicles having no insurance.



School News:

Deputy Ortman assisted at the end of the school year field days and festivities. Deputy Ortman also chaperoned the high school wrestling team to Iowa for a wrestling clinic and volunteer activities.

Thank you

Sgt. Cal Keuning



Allendale Township Community Policing

Sergeant Cal Keuning
ckeuning@miOttawa.org

Deputy John Ortman
jortman@miOttawa.org

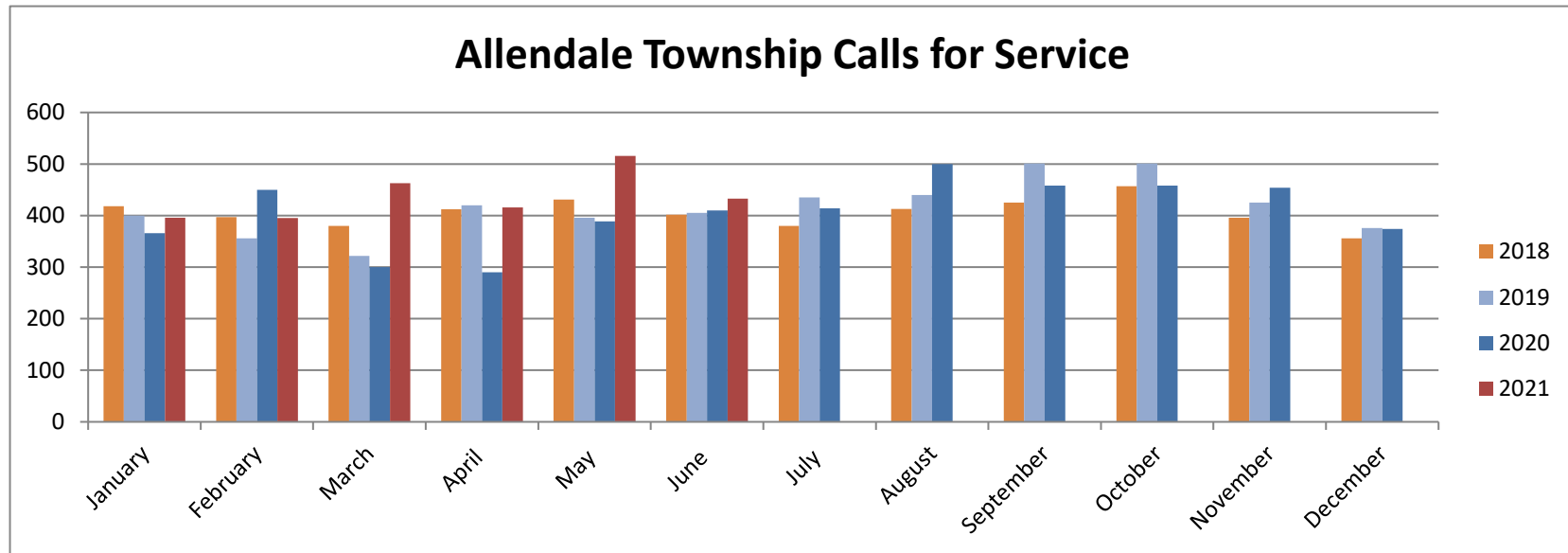
Deputy Cameron Malkewitz
cmalkewitz@miOttawa.org

Deputy Jon Smoes
jsmoes@miOttawa.org

For emergencies, dial 911. For non-emergencies, dial 1-800-249-0911.

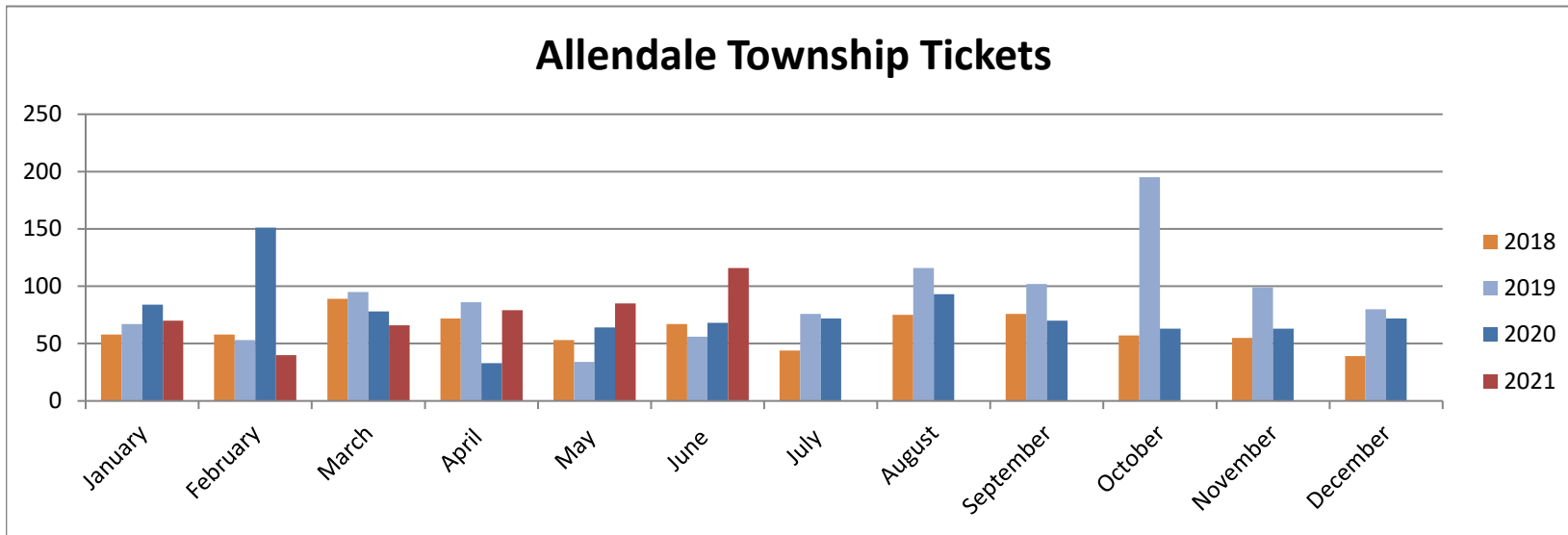
Total Number of Calls

	January	February	March	April	May	June	July	August	September	October	November	December
2018	418	397	380	412	431	402	380	413	425	457	396	356
2019	400	356	322	420	396	405	435	440	501	501	425	376
2020	366	450	300	290	389	410	414	500	458	458	454	374
2021	396	395	463	416	516	433						



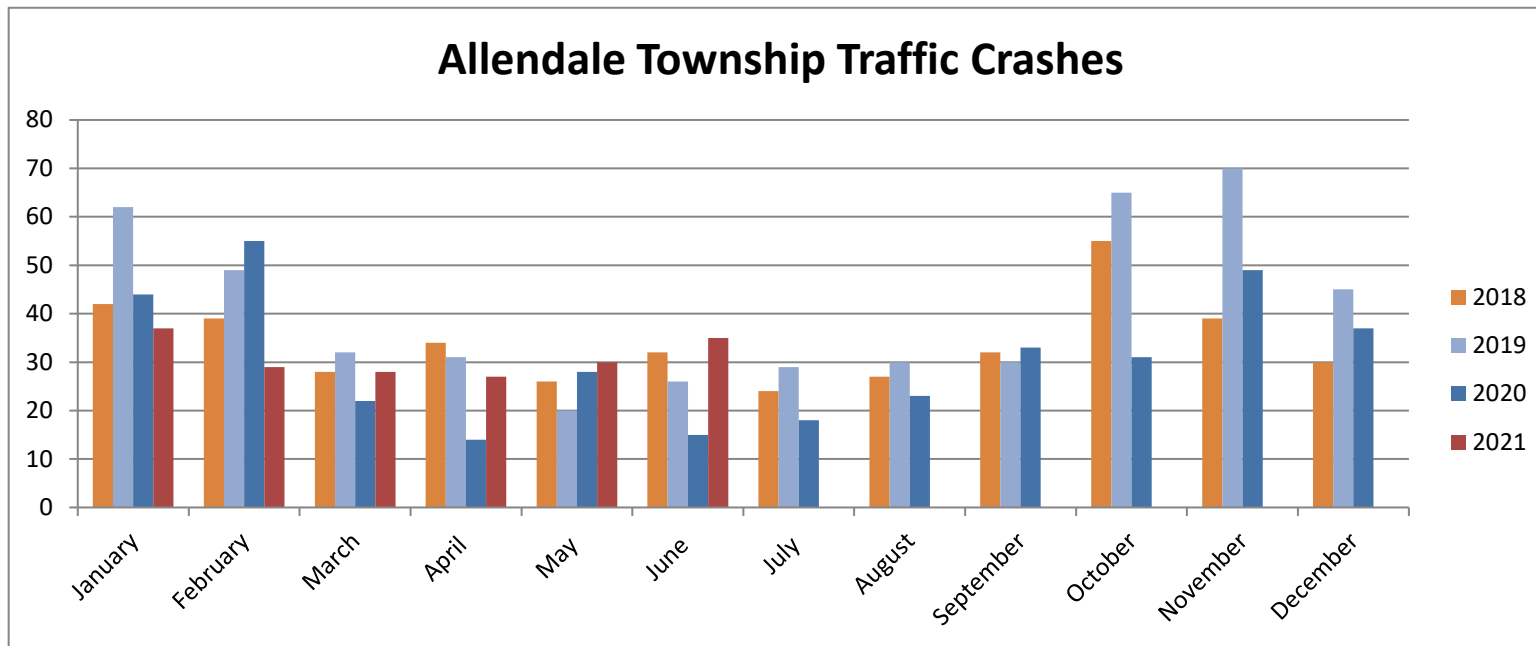
Total Tickets by Month

	January	February	March	April	May	June	July	August	September	October	November	December
2018	58	58	89	72	53	67	44	75	76	57	55	39
2019	67	53	95	86	34	56	76	116	102	195	99	80
2020	84	151	78	33	64	68	72	93	70	63	63	72
2021	70	40	66	79	85	116						



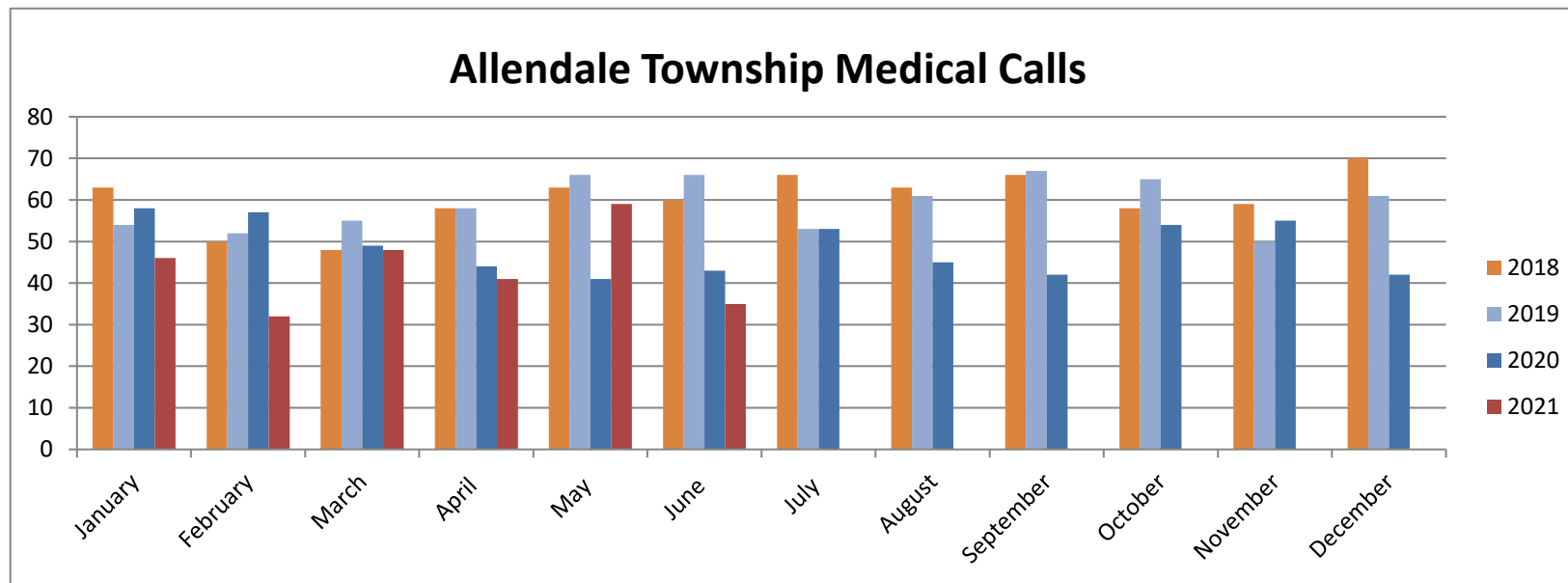
Traffic Crashes

	January	February	March	April	May	June	July	August	September	October	November	December
2018	42	39	28	34	26	32	24	27	32	55	39	30
2019	62	49	32	31	20	26	29	30	30	65	70	45
2020	44	55	22	14	28	15	18	23	33	31	49	37
2021	37	29	28	27	30	35						



Medical Calls

	January	February	March	April	May	June	July	August	September	October	November	December
2018	63	50	48	58	63	60	66	63	66	58	59	70
2019	54	52	55	58	66	66	53	61	67	65	50	61
2020	58	57	49	44	41	43	53	45	42	54	55	42
2021	46	32	48	41	59	35						



Calls of Interest 2021

	January	February	March	April	May	June	July	August	September	October	November	December
B & E's	7	4	1	9	4	1						
Larcenies	8	6	6	9	12	8						
Shoplifting	0	1	1	1	0	2						
Mental	6	2	11	5	9	11						
Civil	6	11	8	8	6	12						
Assaults	4	6	3	1	3	4						
Domestic	28	22	26	15	27	31						
Animal	18	18	15	14	10	18						
Alarms	4	7	9	8	6	7						
Traffic	26	34	38	41	48	37						
Narcotics	3	2	3	1	2	8						

Calls of Interest 2020

	January	February	March	April	May	June	July	August	September	October	November	December
B & E's	2	1	2	1	5	3	2	10	3	3	2	6
Larcenies	6	6	2	7	9	8	12	14	18	19	15	8
Shoplifting	1	0	1	0	1	1	0	0	1	1	0	0
Mental	8	10	7	8	2	5	6	10	5	7	10	7
Civil	9	8	9	7	12	12	6	12	12	6	6	6
Assaults	4	3	2	4	2	4	4	3	1	7	0	0
Domestic	15	14	11	9	19	24	30	20	24	19	23	17
Animal	10	18	8	8	20	11	22	15	15	10	1	12
Alarms	6	8	7	12	6	7	8	6	6	14	8	6
Traffic	40	35	30	23	30	39	38	34	35	30	43	22
Narcotics	2	4	4	2	2	0	0	6	2	5	4	2

MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

Mutual Aid and Assistance Agreement

RECITALS

WHEREAS, certain Michigan water, wastewater and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of mutual aid and assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

ARTICLE I. PURPOSE

The water/wastewater mutual aid program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters may obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an intrastate program for mutual aid and assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

ARTICLE II. DEFINITIONS

A. Agreement - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

B. Authorized Official - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance and/or offer assistance under this agreement.

C. Emergency - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a mutual aid and assistance program member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

D. Member - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

E. Requesting Member - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the mutual aid and assistance program.

F. Responding Member - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

G. National Incident Management System (NIMS) – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

H. Period of Assistance - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to its facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

I. Steering Committee – A committee consisting of representatives from Members and other agencies that may have a role to play in the mutual aid and assistance program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the MiWARN program for the State of Michigan.

K. Work or Work Related Period - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

ARTICLE III. ADMINISTRATION

The mutual aid and assistance program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the mutual aid and assistance program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the mutual aid and assistance program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address mutual aid and assistance program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the mutual aid and assistance program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

ARTICLE IV. PROCEDURES

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

B. Response to a Request for Assistance – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

A. National Incident Management System (NIMS) - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

B. Control - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member's personnel must be self-sufficient for up to 72 hours.

C. Food and Shelter - The Requesting Member shall supply reasonable food and shelter for the Responding Member's personnel. If the Requesting Member fails to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established

by the State of Michigan for that area. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

D. Communication - The Requesting Member shall provide Responding Member's personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. Licenses & Permits - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

H. No Waiver of Governmental Immunity – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

I. Independent Contractor - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

J. Liability. Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

K. Insurance. Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

L. Confidential Information. To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

A. Personnel - Responding Member's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-requesting Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

B. Equipment - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

C. Materials and Supplies - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Steering Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

D. Incidental Costs - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

E. Payment Period - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61st) day following the billing date unless alternate payment agreement between parties can be reached. Once a bill is determined to be delinquent, it shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

F. Disputed Billings - Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

ARTICLE VIII. DISPUTE RESOLUTION

If any controversy or claim arises out of or relates to the Agreement, including but not limited to an alleged breach of the Agreement, the disputing Member may agree in writing, if authorized by the Member's governing body, to arbitration of the matter in accordance with the rules of the American Arbitration Association. This provision does not waive any right of any party to file the claim in appropriate court having jurisdiction.

ARTICLE IX. SIGNATORY INDEMNIFICATION

In the event of a liability, claim demand, action or proceeding of whatever kind or nature arising out of a specified event of Assistance, the Requesting and Responding Members who receive and provide assistance shall indemnify and hold harmless those non-responding Members whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

In the event of a claim for property damage or bodily injury by a non-party hereto, arising from an event of assistance neither the Responding Member nor the Requesting Member will be deemed to indemnify, defend or hold harmless the other from any act or omission of the other Member's officers, employees, agents, contractors or volunteers acting under this Agreement.

ARTICLE X. WORKER'S COMPENSATION CLAIMS

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

ARTICLE XI. NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII. EFFECTIVE DATE

This Agreement shall be effective on the date of full execution of the Agreement. The date of full execution of this Agreement shall be the last date on which this agreement has been signed by a party to this Agreement. The Steering Committee shall maintain a list of all Members.

ARTICLE XIII. DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT

A. **Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

B. **Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

C. **Termination.** The MiWARN shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

ARTICLE XIV. MODIFICATION

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XV. ASSIGNMENT OF RIGHTS/DUTIES

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XVI. PRIOR AGREEMENTS

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

ARTICLE XVII. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

ARTICLE XVIII. INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

ARTICLE XIX. RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, are classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

ARTICLE XX. MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. **Recitals.** The Recitals shall be considered an integral part of this Agreement.

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Steering Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

K. Permits and Licenses. Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this ____ day of _____, 2014.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: _____

By: _____

Title: _____

Title: _____

Name of Participating Member: _____

(Please note: Attach a copy of your MiWARN resolution to this document when you submit it. Thank You.

Resolution 2021-16

Property Tax Payment Designee Appointments

At a regular meeting of the Township Board of the Charter Township of Allendale, Ottawa County, Michigan, held at the Township Hall located at 6676 Lake Michigan Drive, Allendale, Ottawa County, Michigan on July 12, 2021.

Present:

Absent:

The following resolution was offered by VanderWall and seconded by Kraker.

BE IT RESOLVED that the following Elected Officials (other than the Treasurer) and employees be authorized Designees of the Treasurer in order to collect/receive property tax payments per Public Act 129 of 2019:

Adam Elenbaas
Jody Hansen
Candy Kraker
Ken Murillo
Barb VanderVeen
Bruce Zeinstra
David Vander Wall
Elizabeth Szymanski
Michelle Kowalczyk
Natasha Shepard

Kelli McGovern
Tammy Walker
Denise Wiersma
Kathy Hanes
Tyler Wolfe
Connor Galligan
Lydale Weaver
Larry Haveman
Kevin Yeomans
Tim VanBennekorn

This Authorization shall only be for tax payments that are received at the township office during scheduled office hours.

Yes:

No:

Resolution adopted on July 12, 2021.

Jody Hansen
Allendale Charter Township Clerk

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

Public Utilities Assistant Operator Recommendation-Mike Brummel

Prepared by Lydale Weaver

On 7/7/2021

Board of Trustees:

We have reviewed applications for Public Utilities Assistant Operator. Chad Doornbos Superintendent of Public Utilities, Garry Scholten Public Utilities Water Supervisor, Gary Nestle Public Utilities Wastewater Supervisor, and HR Specialist Lydale Weaver were part of the process and we recommend Mike Brummel for the position.

Mike's experience working in a similar position was a big advantage above other candidates in the interview process. His experience and understanding will help him as he moves to the position within the Township. Mike also showed a willingness to move up to a Public Utilities Operator if the opportunity arises.

We recommend bringing Mike at a rate of \$19.66. We are excited for Mike to join the Allendale Charter Township team.

Respectfully,
Lydale Weaver
HR Specialist

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

Dear Board of Trustees,

On May 12, 2021 Allendale Township posted a request for proposal (RFP) for IT managed services. The RFP was open for 23 days, closing at the end of business on June 4, 2021. In response to our RFP, we received four (4) proposals.

These proposals were reviewed by a multi-department committee representing a wide breadth of perspectives and technology needs throughout the Township. After reviewing and discussing the proposal the committee selected Rehmann as the company to recommend to the Board of Trustees.

We selected Rehmann because:

- They are able to meet all the requirements of the RFP,
- They had the 2nd lowest monthly cost,
- They are not charging an onboarding cost,
- The professionalism of the presentation of their proposal,
- Their communication during the RFP process,
- And the prior beneficial experience of working with Rehmann on previous projects.

We are confident that Rehmann will be able to meet the needs of the Township now and well into the future. We believe they will be a great partner in our continuous improvement efforts, helping us more efficiently and effectively serve the Allendale Community.

We look forward to hearing your decision on our recommendation.

Sincerely,



Kevin Yeomans

Allendale Charter Township

Project Coordinator

Budget Amendment Request

Fund Name: <u>General Fund</u>	Date: <u>6/21/2021</u>
Department Number: <u>248</u>	Budget Entry #: _____
Department Name: <u>General Office</u>	Amendment #: <u>3</u>
Requested by: <u>Kevin Yeomans</u>	

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In				
TOTAL REVENUES:				

EXPENDITURES:

SALARIES	\$125,968.75	\$4,100.00		\$130,068.75
EMPLOYERS FICA	\$9,636.61			\$9,636.61
EMPLOYER'S 401(A)	\$7,558.13			\$7,558.13
POSTAGE	\$10,000.00			\$10,000.00
SUPPLIES	\$5,500.00			\$5,500.00
CONTRACTED SERVICES	\$13,000.00			\$13,000.00
SEMINARS	\$3,200.00			\$3,200.00
DUES	\$10,000.00			\$10,000.00
MILEAGE	\$0.00			\$0.00
CELL PHONE	\$500.00			\$500.00
MAINTENANCE	\$0.00			\$0.00
COMPUTER MAINTENANCE	\$45,000.00		\$29,819.00	\$74,819.00
COMPUTER REPLACEMENT	\$1,800.00			\$1,800.00
MISCELLANEOUS	\$5,000.00	(\$257.40)		\$4,742.60
SAFETY TRAINING AND MATERIALS	\$3,000.00			\$3,000.00
CAPITAL OUTLAY	\$1,800.00			\$1,800.00
TOTAL EXPENDITURES:	\$241,963.49			\$275,625.09
Revenue Over/(Under)				
Expenditures	(\$241,963.49)			(\$275,625.09)

OTHER FINANCING SOURCES AND USES:

Transfers in from other funds:				
Transfers out to other funds:				
TOTAL ALL:				

Description	Increase Computer Maintenance Budget to cover the increased cost of new IT managed services and improved back up of email and files. For 2022 and beyond IT managed services will be budgeted as part of the normal revenue/expenditure budgeting process and not dependent on general fund balance.
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Other	Current Project General Fund Year End Balance: \$3,878,934
	Projected General Fund Year End Balance After Amendment: \$3,849,115



QUOTE

Rehmann.com

Quote Re

Framework Managed Offering

Quote To:			Ship To:			Quote #		TGIQ76785	
Allendale Charter Township			Allendale Charter Township			Date		06/09/21	
Kevin Yeomans			Kevin Yeomans			Account Mgr		Ken Zimmer	
6676 Lake Michigan Dr.			6676 Lake Michigan Dr.			Support			
PO Box 539			PO Box 539			email		ken.zimmer@rehmann.com	
Allendale	MI	49401	Allendale	MI	49401	Acct Mgr Ph:		616-957-9803	
Tel # (616) 895-6295			Order Contact						
Fax # (616) 895-6330			Tel # Ship to Address						
Here is the quote you requested.									

Qty	Description	Unit Price	Ext. Price
	Framework Managed Service Per Month - 12 month term		
1	Framework for Physical Servers - Fixed, 24x7, 1 Year	\$140.00	\$140.00
5	Framework for Servers - Fixed, 24x7, 1 Year	\$140.00	\$700.00
56	Framework for Workstations (per workstation) - Fixed, 6am-6pm, 1 Year	\$55.00	\$3,080.00
6	Framework for Network or Other Devices (per physical and virtual device) - Fixed, 6am-6pm, 1 Year	\$21.00	\$126.00
1	Framework for Firewalls\Routers\Other Edge Devices - Fixed, 6am-6pm, 1 Year	\$69.00	\$69.00
1	Relentless Service Bundle (Network Probe, Wattbox, Environmental Monitoring) - Fixed, 6am-6pm, 1 Year	\$50.00	\$50.00
1	Provides for the Management of up to Five (5) domains and up to Five (5) DNS Record additions or changes per month - Fixed, 6am-6pm, 1 Year		
1	Provides for the Management of up to 5 SSL Certificates and Certificate installation on up to 5 servers per year - Fixed, 24x7, 1 Year		
1	vCIO Services - 1 visit per year	\$155.00	\$155.00
	SubTotal per month for full Framework Support		\$4,320.00

Rehmann

QUOTE

Rehmann.com

Quote Re

Barracuda Total Email Protection

Quote To:

Allendale Charter Township
Kevin Yeomans
6676 Lake Michigan Dr.
PO Box 539

Allendale MI 49401

Tel # (616) 895-6295

Fax # (616) 895-6330

Here is the quote you requested.

Ship To:

Allendale Charter Township
Kevin Yeomans
6676 Lake Michigan Dr.
PO Box 539

Allendale MI 49401

Order Contact

Tel # Ship to Address

Quote #

TGIQ78629

Date

06/18/21

Account Mgr

Ken Zimmer

Support

Fadia Taylor-Cline

email

ken.zimmer@rehmann.com

Acct Mgr Ph:

616-957-9803

Qty	Description	Unit Price	Ext. Price
1	Barracuda Total Email Protection Edition, 49 Users, 12 Month New Subscription (Optional)	\$4,193.00	\$4,193.00
	-Or		
1	Barracuda Total Email Protection Edition, 49 Users, 36 Month New Subscription (Optional)	\$3,899.00	\$3,899.00

FRAMEWORK SERVICES SCHEDULE

Framework Services (Business Hours Support) Schedule for Allendale Charter Township

This Framework Services Schedule dated June 18, 2021 ("Schedule") is attached by reference to the Managed (Networks and Services) Addendum to the Master Services Agreement between the Parties.

1.0 Purpose and Intent of Services

During the Term of this Schedule and subject to the terms and conditions set forth herein, Rehmann agrees to provide to Client managed IT and cybersecurity services ("Framework Services" or "Services") as listed in Exhibit A of this Schedule, including the remote support and onsite support, if necessary, thereof, as further defined herein ("Support"), during the hours of Support Coverage (as defined below) for the purpose of supporting Client's business technology.

2.0 Term

The Term of this Schedule shall commence on the first day of the month following the Effective Date (as defined below) and continue for a period of twelve (12) months. Thereafter, the Term shall automatically renew for an additional twelve (12) month Renewal Term at Rehmann's then current rates and this Schedule shall continue in effect on a year-to-year basis unless either Party provides the other Party with written notice of its intent not to renew this Schedule at least ninety (90) days prior to the end of the then current Term. The Effective Date for this Schedule shall be the first date upon which implementation of the Services has commenced.

3.0 Early Termination

Notwithstanding the terms of the "Early Termination" section of the Managed (Networks and Services) Addendum or Managed Services Addendum ("Addendum") between the Parties, if Client terminates this Schedule without cause or if Rehmann terminates the Services for cause prior to the expiration of the Term, then Client shall pay to Rehmann all charges then due plus an early termination fee, which shall be calculated as eighty percent (80%) of the average of the six (6) most recently invoiced monthly amounts for the Services prior to the month in which termination occurs multiplied by the number of months remaining in the Term, including the month in which termination occurs. If Client attempts to terminate the Services prior to the sixth (6th) month of the Term, Client shall pay to Rehmann an early termination fee equal to eighty percent (80%) of the average of all monthly amounts for the Services that were invoiced prior to the month in which termination occurs multiplied by the number of months remaining in the Term, including the month in which termination occurs. This section shall supersede the Early Termination section of the Addendum for the purposes of this Schedule.

4.0 Charges and Monthly In-Scope Support Hours**4.1 Monthly Recurring Charges**

As of the Effective Date, Client shall pay Rehmann in full the Initial Monthly Recurring Charges amount as listed below in consideration for Rehmann providing to Client the Services for the partial month from the Effective Date through the end of the month in which the Effective Date occurs.¹ Thereafter, in advance of each month of the Term, Client shall pay Rehmann Monthly Recurring Charges ("MRC") based on the included Services, actual quantities as of the first business day of such month (which quantities may vary from month to month), and unit prices as are listed in the attached Exhibit A or are later added to this Schedule if not included in Exhibit A as of the Effective Date. The Initial Monthly Recurring Charges, which shall be due and payable as of the Effective Date, are as follows:

Initial Monthly Recurring Charges	\$4,320.00
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4.2 Managed Security Awareness Training and Simulated Phishing Attacks

If "Managed Security Awareness Training and Simulated Phishing Attacks" is included as a Service in the attached Exhibit A, then (i) such Service is In-Scope hereunder according to the below-defined deliverables, which vary based on Client's then current size, and shall be provided during each month of the Term to Client's total quantity of Seats as of the first business day of such month (which quantities may vary from month to month); and (ii) Client hereby accepts and agrees to the terms and conditions of the KnowBe4 End User License Agreement, which is required by the vendor licensing the software for this Service, KnowBe4, and is located at www.rehmann.com/knowbe4-eula. Any

¹ If the Effective Date occurs on the first day of the month, the first payment shall be for the entire month but the Term shall not commence until the first day of the following month.

FRAMEWORK SERVICES SCHEDULE

Managed Security Awareness Training and Simulated Phishing Attack Service that is requested by Client above the below-defined deliverables (e.g., more than one (1) monthly managed phishing campaign or consultation) shall be Out-of-Scope hereunder and payable by Client at Rehmann's then current labor rates. "Seats" refers to the quantity of Client end users allowed access to the Services.

Service and Deliverables	Tier
Managed Security Awareness Training and Simulated Phishing Attacks - Includes one (1) monthly managed phishing campaign and reporting	25 or fewer Seats
Managed Security Awareness Training and Simulated Phishing Attacks - Includes one (1) monthly managed phishing campaign/reporting and follow-up consultation	26 or more Seats

The initial quantity of Seats for Managed Security Awareness Training and Simulated Phishing Attacks Services is as listed in Exhibit A.

4.2 Monthly Quantity of In-Scope Support Hours

During the hours of Support Coverage (as defined below) only, this Schedule shall include an unlimited quantity of help desk-based Support hours per month for In-Scope Services. Help desk Support performed outside of such hours of Support Coverage shall incur charges at Rehmann's then current labor rates.

5.0 Explanation of Services

The Services to be provided hereunder are Rehmann Framework Services which include specific services provided by Rehmann in support of Client's business technology and user environments. Framework Services hereunder are available 24 hours a day, 7 days a week, 365 days a year ("24/7").

A "Full Framework Environment" is a Client environment whereby Rehmann supports all of Client's servers/hosts and workstations/thin clients as evidenced by a corresponding Monthly Recurring Charge in Exhibit A hereunder.

Services for any system or device either indicated as Out-of-Scope or not explicitly provided hereunder as In-Scope or evidenced by a corresponding Monthly Recurring Charge hereunder are Out-of-Scope.

FRAMEWORK SERVICES SCHEDULE

5.1 Framework Basic Services

The In-Scope Services provided by Rehmann hereunder shall include the following Services² for Client's systems:

- Help desk-based remote technical Support for the Standard Applications and devices managed hereunder between the hours of 6:00AM and 6:00PM EDT Monday through Friday, excluding Rehmann-recognized holidays ("Support Coverage")³;
- Onsite Support performed during the hours of Support Coverage as needed⁴ for the Standard Applications and devices managed hereunder if an issue cannot be resolved remotely;
- Monthly Service Alignment Engineer (SAE) consultations for patching of systems and status reports;
- Network attached printer enablement and driver Support (software and functionality only; no hardware/supplies Support);
- Microsoft operating system patching for workstations and servers;
- Hardware and software asset tracking for monitored devices;
- Spam filtering of email (Full Framework Environments only);
- If Non-SafeVault Backup Management is included in Exhibit A, regular review of data backup success and, if remediation is explicitly included for Non-SafeVault Backup Management in Exhibit A, resolution of any failures of Rehmann-approved backup solutions;
- Performance, capacity, and services monitoring for Windows servers;
- Limited third-party application patching (limited to Adobe Acrobat/AIR/Flash Player/Reader/Shockwave Player, Java, Apple iTunes/QuickTime, and Mozilla Firefox);
- Spyware/Malware/Antivirus scan and removal via the capabilities of the standard Rehmann tools in place for workstations and servers;
- Up/down network interface monitoring for most devices that provide network connectivity; SNMP monitoring where available;
- Linux device monitoring for basic up/down status;
- Initial transfer and monthly management of up to five (5) Internet domains and up to five (5) DNS record changes per month (does not include the cost of the domain registration, which is Out-of-Scope); and
- SSL certificate management of up to five (5) SSL certificates and SSL certificate installation on up to five (5) servers per year for no charge (does not include the costs of the SSL certificates, which is Out-of-Scope)

² Data collection and reporting, asset tracking, and device monitoring capabilities may vary per device. Workstation and server agent installations are required for remote management and Support and therefore must be compatible with Client's system or device. Printer and switch monitoring capabilities vary across devices. SNMP device monitoring requires the use of the appropriate server agents or MIBs.

³ Support performed outside of the Support Coverage hereunder shall incur charges at Rehmann's then current labor rates.

⁴ Note that Trip Charges would still apply to any onsite In-Scope Services as provided herein.

FRAMEWORK SERVICES SCHEDULE

5.1.1 Documentation

Rehmann shall create and maintain a standard documentation set in order to provide Support for Client's environment. Client shall provide Rehmann with any information reasonably requested in order for Rehmann to complete such documentation. Upon request, Rehmann shall furnish Client with a copy of the documentation set. As an Out-of-Scope Service, Client may request additional documentation above the standard documentation set. Any labor required to complete such additional documentation shall incur Rehmann's then current labor rates.

Rehmann's standard documentation shall include the following Client information, as applicable:

- Existing issues and concerns
- Usernames and related information
- Credentials for all devices to which Rehmann has access
- Email system configuration information, credentials, and contacts
- Domain, DNS, and SSL information on record
- Network device configurations (router, switch, firewall, WAPs, etc.)
- UPS device configurations
- Applications list
- Any licensing information we have for your applications
- Server and workstation configurations, including any virtualization in use
- File sharing configuration, permissions, and restrictions
- Logical network drawing
- Data backup information and history, if managed hereunder
- Business hours
- Business type
- Physical site and access information
- Pictures of network devices and closets/racks (MDFs and IDF's)
- Basic floorplan drawing per site with IDF's and MDFs noted (where available)
- ISP information
- Website information (if available)
- Active Directory FISMO roles information
- LAN IP schema, DNS and DHCP information and wireless network settings
- Public IP schema information (if available)
- Vendor contact information
- Printing configuration
- Details on any forms of remote access that have been set up
- Details on any additional security measures that have been taken
- Configuration information which Rehmann may have for the phone system
- Documents regarding processes, checklists, forms, SOPs, etc. as needed

FRAMEWORK SERVICES SCHEDULE

5.2 Standard Applications

Rehmann shall provide application and administrative Support for the versions of the following applications⁵ that are supported by the applicable manufacturer as of the date Client requests Support (“Standard Applications”):

<p>Microsoft Domain Basic administration of Microsoft-centric networks Basic Exchange mailbox administration</p> <p>Operating Systems Microsoft Windows business-class systems Apple macOS</p> <p>Software Suites Microsoft Office business-class applications⁶</p> <p>Internet Browsers Native Microsoft browsers (Internet Explorer/Edge) Mozilla Firefox Google Chrome Apple Safari</p> <p>Email Clients Microsoft Outlook</p> <p>Graphics Microsoft PowerPoint Microsoft Visio Adobe Photoshop for PC</p> <p>Desktop Publishing Adobe Acrobat and Reader for PC</p>	<p>Citrix XenApp</p> <p>Database (backup and restore only) Microsoft Access SQL</p> <p>Antivirus Antivirus solutions provided hereunder as part of the Services</p> <p>PC and Network Network connectivity PC hardware diagnosis Printer drivers and queues Database connectivity ODBC connections</p> <p>Wireless Wireless connectivity for supported devices</p>
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5.2.1 Proprietary Applications

A Proprietary Application is any application not listed as a Standard Application for which vendor support is available to Client through a vendor support agreement or a through a per incident engagement with such vendor. Any vendor per incident charges incurred are Out-of-Scope and are separately billable to Client. For any Proprietary Application issue, Rehmann shall, in its sole discretion, either remediate the issue or escalate the incident to the applicable vendor to facilitate resolution.

5.2.2 Software Revisions and Version Changes

Software revision updates are In-Scope hereunder for Standard Applications which do not require hardware, operating system, or other updates. Software revision updates for Proprietary Applications may be performed without additional charges at Rehmann’s sole discretion. Software version updates for either Standard Applications or Proprietary Applications are Out-of-Scope, but Client may elect to have Rehmann perform these services at Rehmann’s then current labor rates.⁷

⁵ Application or operating system Support only includes Support for Standard Applications installed on the Client’s business systems as of the Effective Date. Support for certain applications may require that a third-party vendor support agreement be purchased by Client in order for Rehmann to have access to the applicable third-party vendor’s support system.

⁶ Application and administrative Support for Multi-Factor Authentication (MFA) native to Microsoft Office 365 or Azure is Out-of-Scope hereunder, and, if Client desires that Rehmann provide such service, shall be included in a Managed Security Schedule.

⁷ For example, a software upgrade from Revision 9.1 to Revision 9.2 that requires no other system modifications to implement would be In-Scope as a revision update, while a software upgrade that requires any system modification or an upgrade from Version 9.x to Version 10.x would be Out-of-Scope, the latter being a version upgrade.

FRAMEWORK SERVICES SCHEDULE

5.2.3 Vendor Support

Support for any application which does not fit the above definitions of Standard Application or Proprietary Application, including any third-party vendor charges related thereto, is Out-of-Scope.

5.3 Server and System Support Services

Rehmann shall provide hardware support for Microsoft Windows-based server system types from the following manufacturers:

- Dell
- Hewlett Packard Enterprise (HPE)
- Cisco
- IBM

For any supported server, Services relating to a component replacement shall be provided first by the manufacturer under its warranty provisions. If the manufacturer's warranty does not provide for component replacement labor coverage, then the labor for such replacement shall be In-Scope hereunder but the cost of the component parts shall be Out-of-Scope and paid by Client.

5.3.1 Potential Related Issues for Covered Systems and Devices

When an issue that may be related to a covered system or device arises, Rehmann shall perform reasonable and prudent troubleshooting steps to confirm the issue is related to such covered system or device. These steps may include, among others:

- Confirm that network connectivity to/from the device/system interface is error free
- Confirm that all services that should be running are running
- Confirm that Active Directory functionality is error-free
- Confirm that CPU and RAM resource usage levels are within normal ranges
- Confirm that storage free space and disk health statuses are normal
- Review and remediate any related Event Viewer or other error logs
- Confirm that server patch/update statuses are current

If, after the completion of the above steps and any other troubleshooting steps Rehmann may deem necessary, Rehmann cannot confirm the issue is related to a covered system or device and the issue reported is still unresolved, the issue shall be reviewed with a Client SPOC to determine if any further troubleshooting or remediation is required. If the issue does not relate to a covered system or device, it shall be Out-of-Scope hereunder and any further requested service by Rehmann shall be billable to Client at Rehmann's then current labor rates.

5.4 Backup Support Services

Non-SafeVault Backup Management Services, if included hereunder, are priced according to the Monthly Recurring Charges table in Exhibit A.⁸ The Non-SafeVault Backup Management Services provided under this Schedule include:

- Regular review of backup success or failure and monitoring
- Remediation of failed backups (if remediation is explicitly included in Exhibit A)
- Simple file restores

All other services related to backup remediation, configuration, setup, full system/server restores or other related services are Out-of-Scope hereunder and billable at Rehmann's then current labor rates. Any backup software or system which is end of life or no longer supported by the manufacturer shall not be an approved backup system under this section under any circumstances. Support requested for any backup solution not specifically approved by Rehmann is Out-of-Scope hereunder.

⁸ Support for Rehmann SafeVault backup solutions is provided separately under a SafeVault Schedule.

FRAMEWORK SERVICES SCHEDULE

Upon Client's request at Rehmann's then current rates, Rehmann shall assist Client with the development of a backup solution that:

- Supports the Client's business technology environment;
- Minimizes or eliminates the potential for lost data;
- Has offsite data replication capabilities;
- Provides for an adequate retention period to support Client's business; and
- Conforms to industry standards.

5.5 Server Operating System Patching Services

Rehmann shall provide management of the operating systems installed on the servers supported hereunder. The installation of operating system software patches will typically not require server downtime or complete unavailability. However, in the event such patches do require server downtime, they shall not be implemented during Client's business hours without Client's prior approval but rather shall be implemented during a predefined maintenance window.

5.6 Workstations

For the purposes of this Schedule, Client's workstations are the desktops and laptops supported hereunder that are connected to the Client's network and are Client-owned and conform to Rehmann's deployment and support standards. For any workstation supported hereunder, labor relating to a component replacement shall be provided first by the manufacturer under its warranty provisions. If the manufacturer's warranty does not provide for component replacement labor coverage, then the labor for such replacement shall be In-Scope but the cost of the component parts shall be paid by Client.

5.7 Management Report Services

Each calendar month, Rehmann shall provide a set of standard reports to Client. At minimum, these reports shall include:

- Executive Summary – Snapshot View
- Executive Summary – System-Level Metrics

5.8 Remote and Onsite Services

During the hours of Support Coverage only, unlimited remote and onsite help desk-based Support for all In-Scope Services are In-Scope hereunder.⁹ Onsite Services are provided only for issues which cannot be resolved remotely.

⁹ Trip Charges shall apply for Onsite Services for which the distance travelled between the Rehmann and Client locations exceeds the thresholds set forth in Trip Charges for Onsite Services section hereunder.

FRAMEWORK SERVICES SCHEDULE

5.9 VCIO Services

VCIO Services provide for periodic visits by a Rehmann Virtual Chief Information Officer (VCIO), whose role is to assist Client by providing direction with managing Client's business technology. If included in Exhibit A, VCIO Services are provided only for the systems or devices that are evidenced by a Monthly Recurring Charge hereunder. Depending on Client's technology environment, VCIO Services may include the following:

- Development of a technology plan and corresponding budget
- Service ticket reviews
- Server performance reviews
- Network utilization analysis
- Capacity planning
- High availability planning
- Release management
- Strategic road-mapping for system improvements and replacements
- Technology asset management

The number of annual VCIO visits provided hereunder, if any, is as set forth in Exhibit A.

6.0 Service Center Operations

The function of the Rehmann Service Center is to assist Client's business and end users by serving as a single point of contact for all issues pertaining to the Services.

6.1 Contact Initiation and Support

Rehmann shall provide a contact phone number and email address to which Client's authorized users may submit requests for support. Only Client end users are permitted to make Service-related calls and inquiries to the Service Center. Rehmann shall provide support for all In-Scope issues/incidents at no additional charge. Support for Out-of-Scope issues/incidents is also available at Rehmann's then current labor rates.

6.2 Service Center Response

The Service Center shall record and track all Service incidents reported from initiation through resolution. Rehmann shall periodically provide updates regarding an incident as it progresses toward resolution. Incidents reported by Client's end users shall be assigned a unique incident ticket number for Client's reference. The Service Center shall perform initial diagnostics and resolve the incident remotely whenever possible. If an incident cannot be resolved remotely, an onsite support visit will be scheduled. When required, the Service Center will escalate an incident to the appropriate Rehmann or third-party technical resource.

In the case of an applied work-around, Rehmann shall continue to pursue a permanent solution for the underlying cause for the incident. Each incident reported shall be assigned one of the Severity Levels as described below. Upon advisement by the Service Center that an incident has been resolved, Client is responsible for verifying the resolution of the incident and sending confirmation to the Service Center that the incident has been resolved or sending a request for further assistance if the incident appears to be unresolved.

All Severity Level 1, 2, and 3 issues shall be initiated via telephone at the Rehmann-provided support number. Client shall use email for any Severity Level 4 or 5 issues. Email is NOT considered a first notification for any Severity Level 1, 2, or 3 issue and should not be used to communicate any such issue.

FRAMEWORK SERVICES SCHEDULE

6.3 Call Classification

The Service Center shall classify service incidents as follows:

Severity Level	Impact	Description
1	Severe Business Impact	An outage, severe performance degradation, or other failure of one or more critical systems, functions, or services that has a severe business impact across multiple users, prevents multiple end users from working, or affects a priority end user from working Examples: Outage affecting a server, router, or switch
2	High Business Impact	An outage, severe performance degradation, or other failure of one or more non-critical systems, functions, or services which prevents a single end user from using his or her workstation or substantially impairs that end user's ability to use his or her workstation Examples: Outage causing an end user's PC to be completely unavailable; network printer is down; or a phone handset is down.
3	Low Business Impact	Any Support Incident or breakdown that adversely affects an end user's ability to work and for which there is a reasonable and practical work-around with minimal or no loss of efficiency or functionality This Level refers to incidents where the end user(s) is still able to work but has lost some functionality and inquiries by an end user for information related to IT services. Examples: A "how to" question or failure of a peripheral device
4	Soft MACD	Any Move, Add, Change, or Delete to a system which can be accomplished remotely and is unrelated to any Severity Level 1, 2, or 3 issues
5	Hard MACD	Any Move, Add, Change, or Delete to a system which requires an onsite presence and is unrelated to any Severity Level 1, 2, or 3 issues

6.4 Hours of Coverage

Remote Support is available 24 hours a day, 7 days a week, and 365 days a year, provided that, for the Standard Applications and devices managed hereunder, this Schedule only includes, as In-Scope Services, Support Coverage from 6:00AM to 6:00PM EDT Monday through Friday, excluding Rehmann-recognized holidays. Certain situations may require onsite Services which are generally provided Monday through Friday from 8:00AM to 5:00PM EDT but are available during all other times for emergencies. Rehmann shall work with Client to schedule a date and time for any required onsite Services.

Client shall under no circumstances use email for reporting Severity Level 1, 2, or 3 issues outside of Rehmann's Business Hours (8:00AM to 5:00PM EDT Monday through Friday, excluding Rehmann-recognized holidays). Emails received by Rehmann outside of Rehmann's Business Hours shall be addressed in the next business day.

6.5 Incident Escalation

Depending on the Severity Level, the Service Center may need to escalate incidents for resolution to internal or external third-party technical teams. When escalation requires contacting Client, Rehmann shall use best efforts to timely contact the Client SPOCs, as defined herein. If the Client SPOCs are unavailable, the Service Center shall escalate the incident administratively within Rehmann and again attempt to contact the Client SPOCs, if necessary.

FRAMEWORK SERVICES SCHEDULE

6.6 Automated Alert Notification

Certain alerts regarding monitored devices are generated by the Framework monitoring system in the case of device failures or exceeded thresholds. During the onboarding process, the Client may select one of the two following options for alert handling:

Option 1: All alerts will go to the Rehmann Service Center and the Client distribution list. Under this option, Rehmann shall proactively remediate any and all events.

Option 2: All alerts will go to a Client distribution list but not to the Rehmann Service Center. Under this option, the Client MUST contact the Service Center via telephone in order to initiate remediation of the given incident.

7.0 Non-Controllability

Rehmann shall be held harmless for any support incident caused by the actions or inactions of Client or a third-party provider of services not engaged by Rehmann or as the result of force majeure. Additionally, Rehmann shall not be liable if the delivery of the Services is impaired because of problems with any of the following:

- The Internet or an end users' Internet browser software
- The unavailability of an end user required in order to remediate an incident
- Any other aspect of the end user's link to the Client site
- Failure of a Client or any of its end users to reply to the Service Center
- The absence of a third-party vendor support agreement

8.0 No Service Level Agreements (SLAs)

No service level agreements shall apply to this Schedule, and the Support provided by Rehmann hereunder shall be on a best efforts basis only.

9.0 Trip Charges for Onsite Services

Travel for onsite In-Scope Services to any Client location located within 100 miles from the Rehmann Technology Solutions, LLC¹⁰ office located nearest to the applicable Client location is included at no additional charge. Travel for onsite In-Scope Services to any Client location located more than 100 miles from the Rehmann Technology Solutions, LLC office located nearest to such Client location and travel for all onsite Out-of-Scope Services to any Client location shall result in a Trip Charge computed in accordance with the table below. Distances from Rehmann Technology Solutions, LLC offices to Client locations shall be computed using Google Maps or a similar program.

One-way driving distance from the nearest Rehmann office to Client location	Trip Charge for Onsite In-Scope Services	Trip Charge for Onsite Out-of-Scope Services
0-100 miles	\$0.00	\$100.00
Each additional 0-25 mile increment over 100 miles	Add \$25.00	Add \$25.00

10.0 Transition Period and Preexisting Issues**10.1 Transition Period**

The first ninety (90) calendar days after the Effective Date shall be considered a period of transition and discovery ("Transition Period").

¹⁰ Note that Rehmann Technology Solutions, LLC is a distinct entity from Rehmann, LLC, its parent company, and that offices of Rehmann, LLC and its affiliates/subsidiaries other than Rehmann Technology Solutions, LLC shall not apply in the calculation of distances between the Rehmann Technology Solutions, LLC and Client location for the purpose of determining Trip Charges hereunder.

FRAMEWORK SERVICES SCHEDULE

10.2 Critical Issues

Critical Issues are defined as issues which impact either the reliability or supportability of a Client's device or system. Critical Issues shall be defined and categorized as either Red Light Issues or Yellow Light Issues. Critical Issues shall be identified as they become known either prior to or at any time after the Effective Date. Critical Issues which exist prior to the Effective Date or within 30 days thereafter are deemed to be Preexisting Critical Issues. Client agrees to work with Rehmann toward the resolution of all Critical Issues in order to promote the reliability and supportability of Client's devices and systems.

10.3 Red Light Issues

Red Light Issues are issues that impact the reliability of a device or system. Red Light Issues shall be resolved by Client within ninety (90) days of notification by Rehmann. Support for any device or system associated with a Red Light Issue which has not been resolved within such 90-day period or within a period as specified in a mutually agreed upon remediation plan is Out-of-Scope.

10.4 Yellow Light Issues

Yellow Light Issues are issues that impact the supportability of a device or system. Yellow Light Issues shall be resolved by Client within twelve (12) months of notification by Rehmann. Support for any device or system associated with a Yellow Light Issue which has not been resolved within such 12-month period or within a period as specified in a mutually agreed upon remediation plan is Out-of-Scope.

10.5 Remediation of Critical Issues

The remediation of Preexisting Critical Issues is deemed to be project work and is Out-of-Scope. Client may engage Rehmann to remediate any such issues or their underlying cause(s) at Rehmann's then current labor rates.

11.0 Out-of-Scope Services

Out-of-Scope Services are each of the Services defined in this Schedule as Out-of-Scope and all other Services not specifically listed as In-Scope. Out-of-Scope Services are not included in the Monthly Recurring Charges hereunder. Client may request Rehmann to perform any Out-of-Scope Services at Rehmann's then current labor rates.

Out-of-Scope Services include, but are not limited to, the following:

- Support of any kind for operating systems other than manufacturer-supported versions of Microsoft Windows and Apple macOS;
- Support of any kind for applications other than Standard Applications;
- Support for time clocks, premise alarm systems, or other similar devices;
- Repair of any hardware other than workstation or server component replacement (e.g., graphic cards, hard drives, memory, CPU, motherboard);
- The cost of replacement of any system other than a Rehmann-owned system;
- Training for any kind of device or software;
- Support of personal or home systems not owned by or used primarily for your business;
- Support of any workstation, server, or other equipment which is an integral part of a manufacturing or machinery system;
- Any installation, configuration, or other such service for the addition of any software or device;
- Support in excess of 16 hours to resolve or remediate a single incident/support request;
- Support of Red Light Issues or Yellow Light Issues which have not been remediated under the terms of this Schedule; and
- Remediation of any cyberattack.

12.0 In-Scope Service Charges

All items defined as In-Scope Services are included in the Monthly Recurring Charges hereunder unless otherwise noted.

FRAMEWORK SERVICES SCHEDULE

13.0 Out-of-Scope Service Charges

Out-of-Scope Services shall incur charges in addition to the Monthly Recurring Charges in accordance with Rehmann's then current labor rates.

14.0 Client Contact

As part of the initial setup and onboarding process, Client shall provide the name(s) of its elected internal Single Point of Contact ("SPOC") and a Backup POC (collectively, the "Client POCs"), giving priority to the SPOC. The Client POCs serve as the points of contact for all information concerning Client's Service activities hereunder. The SPOC appointed by Client shall be the appropriate person to contact if Rehmann needs to communicate something or work with a dedicated employee of Client to coordinate any element of support for Client (e.g., onsite visit times or afterhours access to Client's facilities). The Client SPOCs also have authority to provide preapproval for certain types of support requests which may require approval prior to resolution (e.g., new user setups, user removals, or request for access to accounting or HR files).

15.0 Additions and Removals

In order to add or remove services from this Schedule and subject to this section, Rehmann shall accept either written or electronic authorizations by Client, so long as such preapproved authorizations include the quantity and type of the Services being added or removed and are sent or accepted by an authorized Client contact. Any additions or removals greater than \$300 in the aggregate shall require Rehmann's approval prior to being implemented.

16.0 Continuum-Required Provisions

This Section 16 is required by Continuum Managed Services Holdco, LLC ("Continuum"), Rehmann's provisioning vendor of the proprietary, hosted, remote IT infrastructure monitoring and management platform, as that platform may be modified by Continuum from time-to-time, which enables Rehmann to manage Client's workstations, servers, applications, and network devices via the Internet ("Software Agent"). Client shall indemnify, defend and hold harmless Rehmann for any liability arising from any third-party claims in connection with a breach of this Section by Client.

16.1 Software Agent License Grant

Rehmann hereby grants to Client a non-exclusive, non-assignable, worldwide right to install and use the Software Agent on supported devices during the Term. Except to the extent expressly permitted by applicable law without the possibility of contractual waiver, Client shall not: (i) copy, modify, transfer or distribute the Software Agent, (ii) reverse assemble, reverse engineer, reverse compile, attempt to discover the source code or underlying structure of, or otherwise translate any portion of the Software Agent, (iii) sublicense, sell, resell, rent, lease, time share, assign the license conveyed to Client herein, or otherwise commercially exploit or make the Software Agent available to any third party, (iv) access or use the Software Agent (or any part thereof) to build a competitive product or service, (v) use the Software Agent in violation of any applicable law or regulation, or (vi) use the Software Agent beyond the scope of the rights granted herein. Client shall not use the Software Agent to: (vii) send, upload or otherwise transmit any data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (viii) upload or otherwise transmit, display or distribute any data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (ix) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (x) interfere with or disrupt the Software Agent or networks connected to the Software Agent; or (xi) violate any applicable law or regulation.

16.2 Client System Access

Provided that Rehmann and Continuum shall have no right hereunder to disclose any of Client's data to third parties other than on an aggregate and anonymized basis, Client hereby grants Rehmann and Continuum a royalty-free, worldwide, fully paid up, and nontransferable license and right to access Client servers and (a) copy, use, modify, distribute, display and disclose any data belonging to Client in connection with providing the Software Agent to Client, (b) copy, modify and use Client data in connection with internal operations and functions, including, but not limited to, operational analytics and reporting, internal financial reporting and analysis, audit functions and archival purposes and (c) copy, use, modify, distribute, display and disclose Client data on an aggregate and anonymized

FRAMEWORK SERVICES SCHEDULE

basis. For the avoidance of doubt, Continuum shall own data and information relating to the operation or performance of the Software Agent.

16.3 Nondisclosure

Client shall permit Continuum to collect and report information about the use of the Software Agent by Client for Continuum's research and marketing purposes.

FRAMEWORK SERVICES SCHEDULE

Exhibit A – Framework Monthly Recurring Charges

Service	Initial Quantity	Unit Price	Initial MRC
Framework for Workstations	56	\$55.00	\$3080.00
Managed Security Awareness Training and Simulated Phishing Attacks, per Seat per month (26 or more Seats) - Includes one (1) monthly managed phishing campaign/reporting and follow-up consultation	Client's total quantity of Seats	Included	\$0.00
Framework for On-Premise Hosts (Physical)	1	\$140.00	\$140.00
Framework for On-Premise Servers (Virtual)	5	\$140.00	\$700.00
Framework for Firewalls, Routers, and Other Edge Devices	1	\$69.00	\$69.00
Relentless Service Bundle (includes Framework for Probes and a Remotely Manageable Power-out Device)	1	\$50.00	\$50.00
Framework for Network Devices	6	\$21.00	\$126.00
Management of up to 5 SSL certificates and certificate installation on up to 5 servers per year	1	Included	\$0.00
Management of up to 5 domains and up to 5 DNS Record additions or changes per month	1	Included	\$0.00
VCIO Services, per visit per year	1	\$155.00	\$155.00
Total Initial Monthly Recurring Charges	\$4320.00		

MANAGED (NETWORKS AND SERVICES) ADDENDUM

Managed (Networks and Services) Addendum for Allendale Charter Township

This Managed (Networks and Services) Addendum dated June 18, 2021 ("Addendum") is attached by reference to the Master Services Agreement between the Parties.

1.0 Scope of Addendum

1.1 This Addendum sets forth the rights and responsibilities of the Parties with respect to the Managed Networks Services and Managed Services provided to Client by Rehmann.

2.0 Term

2.1 The Term of this Addendum shall commence on the Service Commencement Date and continue until terminated by the Parties and provided further, that with regard to any schedules attached hereto then outstanding, this Addendum shall continue to govern such schedules until such schedules have been fully performed or terminated.

2.2 Some schedules attached hereto may include the provision for one or more individual services. Each individual service provided under a schedule is billable upon the Service Commencement Date for that service.

3.0 Payments

3.1 Client shall pay Rehmann a monthly recurring charge for each service as provided in a schedule attached hereto.

3.2 Any applicable federal, state, or local use, excise, license, franchise, sales, or privilege taxes, duties, or similar liabilities chargeable to or against Rehmann because of any Managed Networks Services provided to Client shall be paid by Client.

4.0 Suspension or Termination of Service

4.1 In the event Rehmann has not received payment in full from Client on or before thirty (30) days following the invoice date, after having given Client ten (10) days' notice, Rehmann shall have the right to suspend all or any portion of the services provided to Client hereunder or, upon subsequent notice, all or any additional portion of the services provided to Client and, in either event, until such time as Client has paid in full all outstanding charges.

4.2 The services provided by Rehmann to Client are subject to the condition that they may not be used for any unlawful purpose or in any unlawful manner and may be terminated or suspended by Rehmann if any such unlawful use occurs.

5.0 Provision of Managed Networks Services

5.1 The parties acknowledge that Managed Networks Services provided to Client are subject to the terms and conditions of Rehmann's agreement with the provisioning telecommunications carrier and the availability of such services to Rehmann by the carrier.

5.2 Client acknowledges that Managed Networks Services ordered and provided hereunder are classified as "intrastate" in that the Percentage Interstate Usage ("PIU") is less than ten percent (10%), and unless otherwise specifically stated, are provided only so long as such services carry less than ten percent (10%) interstate traffic. In the event PIU is or becomes equal to or greater than ten percent (10%), the Managed Networks Services shall be provided in accordance with the appropriate interstate tariff or interstate agreement.

5.3 Certain backup, replication and telecommunication services use various communication lines, equipment and other technologies that are beyond Rehmann's control and while unlikely, data loss or corruption can occur as a result of transmission across these technologies. Where such technologies are outside of its control, Rehmann will be held harmless hereunder against the loss of data due to any such hardware, software or telecommunication failure. Where applicable, customer is advised to regularly use a verification processes to ensure the integrity of its transmitted data.

6.0 Software Licensing

6.1 Software provided with any Managed Service is provided by third parties. All such third-party-provided software is licensed to Client subject to the terms and conditions of an end user license agreement ("EULA") provided as either a document accompanying such software or as a "pop-up" screen during the initial use of such software. Client shall abide by the terms and conditions of the EULA associated with any such third-party software provided to Client.

6.2 Client and Rehmann recognize that pricing for software or licensing that is provided by Microsoft, VMware, Citrix, or any other providers as the "use of" service is subject to change. Any licensing cost increases by any such provider shall be passed on to the Client, along with Rehmann's standard markup for such services.

7.0 Network Abuse

7.1 Client shall comply in all material respects with all applicable provisions of Rehmann's policies and procedures, incorporated herein by this reference, including without limitation Rehmann's Network Abuse Policy.

7.2 Client shall comply with Rehmann's Network Abuse Policy as posted on Rehmann's website. Furthermore, Rehmann shall not be liable to Client for any action Rehmann takes to remove or restrict access to obscene, indecent, or offensive content made available by Client or for any action taken to restrict access to material made available in violation of any law, regulation, or rights of a third party, including, but not limited to, rights under copyright law and prohibitions on libel, slander and invasion of privacy.

MANAGED (NETWORKS AND SERVICES) ADDENDUM

8.0 System Maintenance

8.1 Rehmann represents that system maintenance normally will not result in interruptions and that, in the event that system maintenance should require any interruption of Service, to the extent possible it shall be completed only after prior notification to Client and within a reasonable time.

9.0 Limitation of Service

9.1 The Managed Networks Services provided by Rehmann hereunder shall not extend to any offering by Client to any other person or entity. The Managed Networks Services provided by Rehmann do not constitute a joint undertaking or venture with Client for the furnishing of any service to any other person or entity. Rehmann does not undertake to transmit messages or to offer any Managed Networks Services under this Addendum to any person or entity other than Client.

10.0 Statements of Work

10.1 In certain cases, Statements of Work ("SOWs") specify the general scope, location, deliverables, standards, requirements, and periods of performance for services to be provided by Rehmann to Client hereunder. The parties recognize and agree that the terms of any SOW may be changed by mutual agreement from time to time in order to provide the service deliverables defined in the SOW. The SOW is provided for project management purposes only and is not intended to define any contractual terms between Rehmann and Client.

11.0 Additional Provisions

11.1 Client shall fully comply with all applicable laws, rules, and regulations related to the export and privacy of data.

11.2 If the Managed Networks Services are provided in any manner which subjects them to regulation by federal or state authority, then Rehmann may in its sole discretion terminate this Addendum.

11.3 In the event of Client's bankruptcy, this Addendum gives Rehmann a first secured interest in any of Client's remaining assets up to and including the value of this Addendum.

11.4 Client may not sell its assets to remove responsibility of payment. In the event such an action occurs, Client agrees that this Addendum shall automatically be assigned to the entity purchasing the assets for full and complete payment by the purchasing entity and that no further authorization is required.

12.0 Named Points of Contact

12.1 As part of the delivery of any Managed Service that Rehmann is providing to Client, Client shall be required to provide two named points of contact ("POCs") within its organization who are authorized to request or direct Rehmann, its employees, agents, and affiliates to perform or do any act on Client's behalf, including but not limited to:

- Manage user accounts, groups, directories, and contacts;
- Change passwords;
- Remove, redirect, or restrict access from or to any resource, device, location, user account, etc.; and
- Perform any other service, function, or act.

12.2 For any request or directive by a Client's POC, Client agrees to RELEASE, WAIVE, DISCHARGE, TO NOT SUE, HOLD HARMLESS, and IDEMNIFY Rehmann and its officers, agents, affiliates, and employees ("Indemnatee(s)") from any and all liability, claims, demands, actions, and proceedings, whether civil, criminal, administrative, or investigative, including court costs and attorney's fees or other such related expenses incurred by Indemnatee(s) arising out of or related to any loss, damage, or injury that may be the direct or indirect result of an Indemnatee's performance of such request or directive by a Client's POC(s). Client further agrees to pay any and all expenses reasonably incurred by Indemnatee(s) in defense of any such claim or claims (including reasonable attorney's fees, court costs, and other costs of investigation or defense), as the same are incurred and in advance of the final disposition of any such claim or claims against Indemnatee(s).

GENERAL AUTHORIZATION FORM

This General Authorization Form contains the authorization for the below-listed agreements dated June 18, 2021 between Rehmann Technology Solutions, LLC ("Rehmann") and Allendale Charter Township ("Client").

Agreement Names:

1. Managed (Networks and Services) Addendum for Allendale Charter Township
2. Framework Services (Business Hours Support) Schedule for Allendale Charter Township
3. Quote# TGIQ76785

IN WITNESS WHEREOF, the Parties hereto have caused the above agreement(s) to be executed by their duly authorized corporate officers or representatives.

CLIENT:

Allendale Charter Township
Company Name

By:

Signature of Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent

Date: _____

REHMANN:

Rehmann Technology Solutions, LLC
Company Name

By:

Signature of Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent

Date: _____

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

Dear Board of Trustees,

Over a year ago I began exploring how the Township could reduce cost and improve efficiency by looking into how we could reduce printing a.k.a. going "paper-less." This exploration led me to conversation with every department in the Township and nearly every employee. "Paper-less" quickly grew to encompass more than just printing less. It grew into what we now know as Project GRIFAAc or GReen Initiative For Access and Collaboration.

As part of Project GRIFAAc, we formed a cross-departmental committee that explored our current and desired future state. Through multiple meetings and conversations, we identified Office 365 as a keystone in building our desired future state. After identifying Office 365 as the goal of the project we began to research how we would implement the new operating system. Which led us to discovering that it would be a multi-stage process. The first step of which was to increase our managed IT Services budget and transition to a service provider that is better setup to managed our increased technology demands. The second step being to transition to Office 365 from our current operating system. With the final step being to work with our IT managed service provider to maintain our new setup.

Steps one and three of the process are a part of ongoing, regular operations that are covered by our service agreement with Rehmann. Step two however is a large one-time project that will require additional resources from Rehmann. These additional resources will support us by doing the necessary technical work to establish Office 365, as well as advising us on best practices and helping us build the framework we will use to collaborate and communicate internally and externally. The included budget amendment covers this project cost.

My request is for the board to continue to support Project GRIFAAc by approving the one-time budget amendment that will give us the funds necessary to build a solid framework we can build off for many years to come.

Sincerely,



Kevin Yeomans

Allendale Charter Township

Project Coordinator

Rehmann

QUOTE

Rehmann.com

Quote Re

Microsoft Q365 / Barracuda Essentials

Quote To:

Allendale Charter Township
Kevin Yeomans
6676 Lake Michigan Dr.
PO Box 539

Allendale MI 49401

Tel # (616) 895-6295

Fax # (616) 895-6330

Here is the quote you requested.

Ship To:

Allendale Charter Township
Kevin Yeomans
6676 Lake Michigan Dr.
PO Box 539

Allendale MI 49401

Order Contact

Tel # Ship to Address

Quote

TG1Q76640

Date

06/18/21

Account Mgr

Ken Zimmer

Support

Becky Peuler

email

ken.zimmer@rehmann.com

Acct Mgr Ph:

616-957-9803

Qty	Description	Unit Price	Ext. Price
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	Microsoft Q365 Monthly -		
49	Office 365 Enterprise E3 (Optional)	\$20.00	\$980.00
	Optional -		
49	Microsoft 365 Business Standard (Optional)	\$12.50	\$612.50
1	Microsoft 365 Business Basic - Monthly (Optional)	\$5.00	\$5.00

MONTHLY SubTotal

Barracuda Complete Essentials - 1 and 3 Year Options

1	Barracuda Essentials Complete Edition, 49 Users, 12 Months - New Subscription (Optional - SELECTED)	\$3,008.00	\$3,008.00
	VS		
1	Barracuda Essentials Complete Edition, 49 Users, 36 Months - New Subscription (Optional - SELECTED)	\$8,392.00	\$8,392.00

Labor

Page 1

1 of 4

Qty	Description	Unit Price	Ext. Price
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65	Engineering/Project Management - M-F - Standard Billing Hours - 6a-6p - Estimated time is 64 hours.	\$185.00	\$12,025.00
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Project Management
Complete necessary preparatory work for the project
Schedule and manage resources throughout the project.
Change Management and control; issue resolution
Periodic status reports and delivery of project completion documents
Meetings (number of staff times number of meetings)

Budget Amendment Request

Fund Name: <u>General Fund</u>	Date: <u>6/21/2021</u>
Department Number: <u>248</u>	Budget Entry #: _____
Department Name: <u>General Office</u>	Amendment #: <u>4</u>
Requested by: <u>Kevin Yeomans</u>	

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In				
TOTAL REVENUES:				

EXPENDITURES:

SALARIES	\$125,968.75	\$4,100.00		\$130,068.75
EMPLOYERS FICA	\$9,636.61			\$9,636.61
EMPLOYER'S 401(A)	\$7,558.13			\$7,558.13
POSTAGE	\$10,000.00			\$10,000.00
SUPPLIES	\$5,500.00			\$5,500.00
CONTRACTED SERVICES	\$13,000.00			\$13,000.00
SEMINARS	\$3,200.00			\$3,200.00
DUES	\$10,000.00			\$10,000.00
MILEAGE	\$0.00			\$0.00
CELL PHONE	\$500.00			\$500.00
MAINTENANCE	\$0.00			\$0.00
COMPUTER MAINTENANCE	\$45,000.00	\$29,819.00	\$12,025.00	\$86,844.00
COMPUTER REPLACEMENT	\$1,800.00			\$1,800.00
MISCELLANEOUS	\$5,000.00	(\$257.40)		\$4,742.60
SAFETY TRAINING AND MATERIALS	\$3,000.00			\$3,000.00
CAPITAL OUTLAY	\$1,800.00			\$1,800.00
TOTAL EXPENDITURES:	\$241,963.49			\$287,650.09
Revenue Over/(Under)				
Expenditures	(\$241,963.49)			(\$287,650.09)

OTHER FINANCING SOURCES AND USES:

Transfers in from other funds:				
Transfers out to other funds:				
TOTAL ALL:				

Description	One time project cost. Cost will be for extra support from Rehmann to lead the Township's transition from current operating system to Office 365. Which will give the Township better tools to collaborate, communicate and access information from the field.
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Other	Current Project General Fund Year End Balance: \$3,849,115
	Projected General Fund Year End Balance After Amendment: \$3,837,090

Budget Amendment Request

Fund Name:	<u>General Fund</u>	Date:	<u>6/15/2021</u>
Department Number:	<u>265</u>		
Department Name:	<u>Building & Grounds</u>	Amendment #:	<u>5</u>
	Mike Keefe, Larry Haveman, Kevin Yeomans, Adam		
Requested by:	<u>Elenbaas</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Transfer In				
TOTAL REVENUES:				

EXPENDITURES:

Salaries	\$61,870.00			\$61,870.00
Employers Fica	\$4,733.00			\$4,733.00
EMPLOYER'S 401(A)	\$3,712.00			\$3,712.00
Supplies	\$4,000.00			\$4,000.00
Flowers/Shrubs/Trees	\$200.00			\$200.00
Fertilizer	\$0.00			\$0.00
Contracted Services	\$17,000.00			\$17,000.00
Insurance	\$15,000.00			\$15,000.00
Insurance - M45	\$0.00			\$0.00
Water Usage	\$1,700.00			\$1,700.00
Electricity	\$16,000.00			\$16,000.00
Telephone	\$9,000.00			\$9,000.00
Cell Phone	\$1,000.00			\$1,000.00
Heating Fuel	\$13,000.00			\$13,000.00
Trash	\$1,100.00			\$1,100.00
Maintenance	\$10,000.00			\$10,000.00
Gas & Oil	\$6,000.00			\$6,000.00
Truck Maintenance	\$3,000.00			\$3,000.00
Tractor Maintenance	\$5,000.00			\$5,000.00
Miscellaneous	\$500.00			\$500.00
Property Taxes	\$0.00			\$0.00
Capital Outlay	\$15,000.00			\$15,000.00
BUILDING IMP-FIRE	\$0.00	\$180,000.00	\$219,000.00	\$399,000.00
BUILDING IMP-MAINT BLDG	\$0.00			\$0.00
Property Purchased	\$0.00			\$0.00
Interest Paid	\$0.00			\$0.00
TOTAL EXPENDITURES:	\$187,815.00	\$180,000.00	\$219,000.00	\$586,815.00
Revenue Over/(Under)				
Expenditures	(\$187,815.00)			(\$586,815.00)

OTHER FINANCING SOURCES AND USES:

Transfers in from other funds:				
Transfers out to other funds:				
TOTAL ALL:	\$0.00	\$0.00	\$0.00	\$0.00

Description	As part of the construction a new driveway into the Township is necessary. The DDA is supporting some of these cost, but there were two items we didn't account for when budgeting for 2021. First, it makes more sense to do a little more of the new driveway in 2021 than originally planned. By doing more we will allow for a smoother transition for residents as well as a safer construction site in 2022. Second, included in the original plans there was a planned future parking lot on the westside of the Township Hall. By extending the driveway, we are also reducing the parking spaces available in front of the Township Hall. By adding the west parking lot now, we ensure that our fire fighters have a close place to park when responding to emergencies.
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Other	Current Projected General Fund Year End Balance: \$3,837,090
	Project General Fund Year End Balance After Amendment: \$3,618,090

Allendale Charter Township

Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations and constituent services as we commit to safeguard our community's health, safety and general welfare.

We pledge to:

- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor and dignity to our public offices through collegial board deliberations, and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government and freedom

These principles we pledge to our township, our state, and our country.

Adam Elenbaas, Supervisor

Candy Kraker, Trustee

Jody Hansen, Clerk

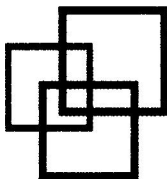
Ken Murillo, Trustee

David Vanderwall, Treasurer

Barb Vander Veen, Trustee

Bruce Zeinstra, Trustee

Date



**MICHIGAN
TOWNSHIPS
ASSOCIATION**

ORDINANCE NO. 2021 - 02**EMERGENCY SERVICES COST RECOVERY ORDINANCE**

An ordinance to protect the public health, safety, and general welfare of persons and property within Allendale Charter Township, Ottawa County, through the assessment and recovery of the expenses incurred in providing emergency assistance for fire services, to repeal any conflicting ordinances or parts of ordinances, and to provide an effective date of this ordinance.

THE CHARTER TOWNSHIP OF ALLENDALE , COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS AS FOLLOWS.

Section 1. Name. This Ordinance shall be known as the Allendale Charter Township Emergency Services Cost Recovery Ordinance.

Section 2. Purpose. This Ordinance is adopted to enable the Fire Department to bill for and collect cost recovery charges from Responsible Parties. It is the further purpose of the Ordinance to provide for funding of the Fire Department's fire protection and other emergency services which remain, in part, an at-large governmental expense based upon the general benefits derived by all those who live within or visit the Township.

Section 3. Definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- (a) *Township* means Allendale Charter Township, Ottawa County, Michigan.
- (b) *Assessable Costs* means the costs incurred by the Township including, but not limited to, the actual labor and material costs to the Township (including, without limitation, employee wages, workers' compensation benefits, overtime, cost of equipment operation, materials, excavation, transportation, disposal, costs of any contracted labor or materials, and any and all other costs, whether or not such services are provided by the Township or by a third party independent contractor on behalf of the Township, service charges or interest, attorneys' fees, litigation cost, and any cost, charges, fines, or penalties to the Township imposed by any local, state, or federal governmental entities.
- (c) *Call* means any request for service requiring the dispatch of the Fire Department's fire apparatus and/or personnel.
- (d) *Excessive Request for Emergency Assistance* means any request for emergency assistance (e.g. emergency medical assistance, public safety, police or sheriff services, or fire department services made for a particular location or commercial entity if that location or commercial entity has requested emergency assistance, of any type, more than five times in the preceding twelve (12) months.

- (e) *False Alarm* means any device, automated or manual, that is designed to request or summon emergency assistance or emergency service personnel, including, but not limited to, fire, emergency medical, and public safety personnel, which device is activated, intentionally or otherwise, in the absence of an actual need for emergency assistance. The determination that there was no actual need for emergency assistance shall be made by the most senior emergency service person responding to a False Alarm.
- (f) *Fire Department* means the Allendale Charter Township Fire Department.
- (g) *Fire Department Response* means coming to the scene of a fire, spill, traffic, vehicular accident, hazardous condition, investigation in connection with a fire, spill, accident or hazardous condition.
- (h) *Hazardous Materials* means those elements, substances, wastes, or by products thereof, including, but not limited to, petroleum products, automotive anti-freeze, polychlorinated biphenyl's, and asbestos, which are contained in the list of hazardous substances adopted by the United States Environment Protection Agency (the EPA) or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable, combustible, explosive, or radioactive by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereinafter in effect including without limitation: Michigan Act 307, as amended, MCLA 299.601 et seq.; The Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Ss9601 et seq.; The Federal Toxic Substance Control Act, as amended, 15 U.S.C. ss2601 et seq.; The Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. ss6901 et seq.; The Federal Hazardous Material Transportation Act, as amended; The Federal Clean Air Act, as amended; The Federal Water Pollution Control Act, as amended; any other similar or successor statute, law, or rules and regulations of the EPA, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction (collectively, the "Environmental Laws").
- (i) *Motor Vehicle* means any self-propelled or towed vehicle designed or used on the public highways to transport passengers or property as defined in section 79 of Public Act No. 300 of 1949 (MCL 257.79), which is required to be registered for use upon the public streets and highways of this state under Public Act No. 300 of 1949 (MCL 257.1 et seq.). For the purposes of this Ordinance, the term "Motor Vehicle" includes those vehicles owned by the government of the United States and any and all trailers or appurtenances to any Motor Vehicle.
- (j) *Motor Vehicle Accident* means any collision or contact involving one or more Motor Vehicles within the public right-of-way or on private property which results in any damage to the Motor Vehicles involved or other real property.

- (k) *Motor Vehicle Fire* means any instance in which a Motor Vehicle is destroyed by or suffers any damage as a result of a fire.
- (l) *Release* means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment, including, but not limited to, the air, soil, groundwater, and surface water.
- (m) *Responsible Party*:
 - (1) In connection with a Release of hazardous materials means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for a Release of hazardous materials, either actual or threatened, or any owner, tenant, occupant, or party in control of property, real or personal, onto which or from which hazardous materials Release, and the heirs, estates, assigns, or successors thereto.
 - (2) In connection with a failure of a Utility Line means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the maintenance or failure of the Utility Line, and the heirs, estates, assigns, or successors thereto.
 - (3) In connection with a Motor Vehicle Accident or Motor Vehicle Fire means the registered owner, the operator of the Motor Vehicle at the time of the Motor Vehicle Accident or Motor Vehicle Fire if different from the registered owner of the Motor Vehicle, and any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the Motor Vehicle Accident or the Motor Vehicle Fire, and the heirs, estates, assigns or successors thereto.
 - (4) In connection with a fire means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the fire, the real property on which the fire occurred, or the object which was damaged or destroyed by the fire, and the heirs, estates, assigns, or successors thereto.
 - (5) In connection with a Water Rescue Attempt means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the situation which necessitated the Water Rescue Attempt, and the heirs, estates, assigns, or successors thereto.
 - (6) In connection with excessive request for emergency assistance means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or any other legal entity that is

responsible, in whole or in part, for the excessive requests for emergency assistance or for the real property, location, or commercial entity to which emergency service personnel are summoned pursuant to the excessive request for emergency assistance, and the heirs, estates, assigns or successors thereto.

- (7) In connection with a False Alarm means the individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity that is responsible, in whole or in part, for the False Alarm or for the real property, location, or commercial entity to which emergency service personnel are summoned pursuant to the False Alarm, and the heirs, estates, assigns, or successors thereto.
- (n) *Structure* means anything constructed or erected which has a permanent location on the ground or is attached to something having such location.
- (o) *Utility Lines* means any transmission or service line, cable, conduit, pipeline, wire, main, or the like used in any way to provide, collect, or transport electricity, natural gas, water, sewage, or communication or electronic signals (including, but not limited to, telephone, computer and cable television and stereo signals or electronic impulses).
- (p) *Water Rescue Attempt* means any emergency response in connection with any emergency, or perceived emergency, on, near or caused by a body of water naturally open to the atmosphere, including, without limitation, rivers, lakes, streams, impoundments, estuaries, springs, wells, or other collectors of water (including a wetland, as that term is defined by Part 303 of Public Act No. 451 of 1994 (MCL 324.30301 et seq.), and including an inland lake or stream, as those terms are defined in Act No. 451).

Section 4. Assessment of Cost.

- (a) All Assessable Costs associated with any of the actions or services described in subsections 1 through 9 below which Assessable Costs are incurred by the Township may be jointly and severally assessed to any or all Responsible Parties:
 - (1) Costs incurred to halt, abate, remediate or remedy any release of any hazardous materials and liabilities resulting therefrom;
 - (2) Extraordinary costs (fire extinguishers, foam, etc.) incurred to extinguish or fight any fire in or at a structure, any demolition cost if the structure must be demolished to protect the public safety following the fire, and any liabilities resulting therefrom;
 - (3) Any Fire Department response to a fire started by a property owner or person, such as a controlled burn, fire or open burning, which becomes uncontrolled;
 - (4) Any Fire Department response to any open burning for which the Fire Department has been called to assist by the person or property owner starting or attending to

it, whether or not the fire becomes uncontrolled after two (2) warnings with no permit issued;

- (5) Costs incurred in connection with a utility line failure and any liabilities resulting therefrom;
 - (6) Costs incurred in connection with any water rescue attempt and any liabilities resulting therefrom;
 - (7) Extraordinary costs (foam, fire extinguishers, extrication, etc.) associated with motor vehicle accident or motor vehicle fire and any liabilities resulting therefrom;
 - (8) Costs associated with the excessive requests for emergency assistance and any liabilities resulting therefrom; and
 - (9) Costs associated with false alarm and any liabilities resulting therefrom after.
- (b) Any Assessable Costs, including litigation expenses, which become known to the Township following the transmittal of a statement to the Responsible Party pursuant to this ordinance, shall be billed in the same manner on a subsequent statement to the Responsible Party.
- (c) The Township Treasurer or the treasurer's designee shall certify to the Township Supervisor and Fire Chief the total Assessable Costs incurred by the Township. The Township Supervisor and Fire Chief shall then decide whether to assess any, all, or part of the costs against any of the Responsible Parties, the Township Supervisor and Fire Chief shall consider the following factors:
- (1) The total cost incurred by the Township, including, but not limited to, materials, equipment, manpower, administration, assistance from other sources, etc.;
 - (2) The risks to the Township, its residents, their property, or any other people or property which results from the situation which caused the Township to incur Assessable Costs;
 - (3) Any injuries or damage to people or property which resulted from the situation which caused the Township to incur Assessable Costs;
 - (4) Whether the situation which caused the Township to incur Assessable Costs necessitated an evacuation;
 - (5) Whether the situation which caused the Township to incur Assessable Costs resulted in damage to the environment;
 - (6) Any other factors deemed relevant by the Township Board.

- (d) The Township Supervisor and Fire Chief may, after consideration of the factors listed in subsection 3(c) above, allocate the cost among and between the Responsible Parties. Any cost not allocated among or between parties shall be a joint and several liability of each Responsible Party assessed costs pursuant to section 3(c) regardless of whether that Responsible Party has any other legal liability therefor apart from this ordinance, and regardless of whether such person is at fault.
- (e) The Township Supervisor and Fire Chief shall direct the Township Clerk to send a statement of cost assessed pursuant to this ordinance to all Responsible Parties so assessed. Such statement shall be dated and sent first class U.S. Mail, postage prepaid, to the last known address of each Responsible Party.
- (f) The Township may charge any cost assessed pursuant to the ordinance to the insurer of any Responsible Party. The submission of an invoice for the assessed cost to an insurer, does not in any limit or extinguish the liability of a Responsible Party for the cost assessed pursuant to this ordinance until such time as the assessed cost or damages are paid in full.
- (g) If the Township Board decides not to assess all or part of its costs against a Responsible Party, such decision shall not, in any way extinguish or limit a reasonable persons liability to other parties for any cost or damages, of any kind, arising from the release.

Section 5. Cost Recovery Charges. The Township Board may establish, from time to time, by Resolution charges due and payable to the Township from the recipient of specified fire protection or other emergency services.

Section 6. Failure to Pay; Procedure to Recover.

The Fire Department may waive or pursue in civil court any unpaid Cost Recovery Charges, subject to the approval of the Township.

Section 7. Non-Exclusive Charge. The rates and charges that may be established by Resolution are not the only charges that may be made for the costs and expenses of providing fire protection and other emergency services. Charges may additionally be collected by the Township through general taxation after a vote of the electorate approving the same or by a special assessment established under the applicable Michigan statutes. General fund appropriations may also be made to cover such additional costs and expenses of providing fire protection and other emergency services.

Section 8. Exemption. No charges shall be made against the Township in connection with any responses or investigations. If the incidents requiring charges occur on property owned, maintained or used by the Township, charges may be made against persons who may be determined responsible for the incident, except Township officers, employees or volunteers.

Section 9. Notice and Right to Appear Provisions.

- (a) Any Responsible Party who receives a statement of costs assessed pursuant to this ordinance shall be given the opportunity to appear before the Township Board to request a modification of the assessed costs. Any Responsible Party who desires to appear before the Township Board shall file a written request to appear with the Township Clerk within fourteen (14) calendar days of the date of the statement of Assessable Costs. The Responsible Party will be placed on the agenda of the next regularly scheduled or special Township Board meeting, which meeting is at least fourteen (14) calendar days after the date on which the Responsible Party files with the Township Clerk its request to appear. Any filed request to appear shall specifically identify and explain all reasons why the Responsible Party believes the costs assessed pursuant to this ordinance should be modified. Any reason, basis or argument for the modification of the Assessable Costs not set forth in the written request to appear shall be deemed waived by the Responsible Party. Failure to file a written request to appear within fourteen (14) days of the date of the statement of Assessable Costs shall constitute a waiver of the Responsible Party's right to appear before the Township Board and the Responsible Party's agreement to pay the Assessable Costs.
- (b) At the Township Board meeting, the Responsible Party shall have the opportunity to address the Township Board regarding its written request that the Township Board modify the Assessable Costs. The Responsible Party shall be limited, in its address to the Township Board, to those reasons and bases set forth in the Responsible Party's written request to appear. The Township Supervisor shall have the opportunity to address the Township Board to explain the process by which the Assessable Costs were determined and allocated. The Township Board, after hearing the Responsible Party and the Township Supervisor, shall review the Assessable Costs and make the final determination regarding the costs assessed to the Responsible Party. The Township Board shall pass a resolution detailing its final determination regarding the Assessable Costs. Upon passage of the resolution of the Township Board, there shall be no further modification of the Assessable Costs by the Township. The Assessable Costs, as set forth in the Township Board's resolution, shall be due and payable thirty (30) days of the date of the resolution the Township shall have available to it all remedies available under Section 10 below.

Section 10. Failure to Pay: Procedure to Recover. The Township may pursue any Responsible Party under either subparagraph (a) or subparagraph (b) below, or both, without limitation as allowed by law.

- (a) All costs assessed pursuant to this ordinance shall be paid in full thirty (30) calendar days of the date of the statement therefore, unless otherwise approved in writing by the Township Supervisor or an authorized representative of the Township Supervisor. Any Responsible Party who fails to pay the cost assessed pursuant to this ordinance within thirty (30) calendar days of the date of the statement therefore shall be considered in default. In the case of default, the Township Board may authorize the Township Attorney to commence a civil action to recover the cost, plus a late payment penalty of

one percent (1%) per month or part of a month during which costs remain unpaid, together with its attorneys' fees and any other cost allowed by law.

- (b) In cases where services have been rendered to a property or property owner, the charges shall constitute a lien on the said property, including both real and personal property. If not paid within thirty (30) days after the same is due, the Township Treasurer shall, prior to September 1 of each year certify to the tax assessing officer of the Township the facts of such delinquency, whereupon the assessor shall enter the delinquent amount on the next general tax roll as a charge against the property, and the liens thereupon shall be enforced in the same manner as provided by and allowed by law for delinquent and unpaid taxes.

Section 11. Severability. If any provision or part of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of the balance of the ordinance is not affected and remains in full force and effect.

Section 12. Administrative Liability. No officer, agent, or employee of the Township or a member of the Township Board shall be rendered liable for any damage that may occur to any person as a result of any act, decision or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this ordinance.

Section 13. Effective Date. This ordinance was approved and adopted by the Township Board of the Charter Township of Allendale, Ottawa County, Michigan, on _____, after introduction and a first reading on _____, and publication after first reading as required by Act 359 of the Michigan Public Acts of 1947, as amended. This Ordinance shall be effective on _____.

Adam Elenbaas, Township Supervisor

Jody Hansen, Township Clerk

CERTIFICATE

I, Jody Hansen, the Clerk for the Charter Township of Allendale, Ottawa County, Michigan, certify that the foregoing Emergency Services Cost Recovery Ordinance was adopted at a regular meeting of the Township Board held on _____, 2021. The following members of the Township Board were present at that meeting:

_____.

The following members of the Township Board were absent: _____

_____. The Ordinance was adopted by the Township Board with members of the Board _____

_____ voting in favor and members of the Board

_____ voting in opposition. The Ordinance

or a summary of the Ordinance was published in the _____ on

_____, 2021. A certified copy of the Ordinance was sent to the Ottawa County Clerk,

by first-class mail with postage pre-paid on _____, 2021.

Jody Hansen, Clerk
Allendale Charter Township

**Resolution 2021-17:
A RESOLUTION ESTABLISHING THE CHARGES PURSUANT
TO ORDINANCE NO. 2021-02:
EMERGENCY SERVICES COST RECOVERY**

At a regular meeting of the Township Board of the Charter Township of Allendale, Ottawa County, Michigan, held at the Township Hall at 6676 Lake Michigan Drive, Allendale Charter Township, Ottawa County, Michigan, on _____, 2021, at 6:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The Township Supervisor advised the Township Board that the next order of business was a consideration of a resolution to establish the charges pursuant to Ordinance No. 2021-____. After discussion the following resolution was offered by _____ and supported by _____:

RESOLUTION

WHEREAS, the Allendale Charter Township Board of Trustees has determined that it is in the best interests of the citizens and residents of Allendale Charter Township to have charges for Fire Department services assessed against those parties receiving specific benefits from said services; and

WHEREAS, tax dollars currently collected by the Township support the costs of certain emergency services of the Township provided to the residents and also provided to non-residents who receive benefits and services herein; and

WHEREAS, Ordinance No. 2021-____ of Allendale Charter Township establishes that charges for Fire Department services may be set forth by resolution of the Township Board.

NOW, THEREFORE BE IT RESOLVED, by the Board of the Charter Township of Allendale, Ottawa County, Michigan as follows:

1. Charges for Services:

The following charges shall be due and owing to the Township for any services provided by the Township as set forth in Ordinance No. 2021-_____.

- (A) The charges for services provided under Allendale Charter Township Ordinance No. 2021-_____ shall be the actual cost incurred, which shall include and not be limited to actual wages for personnel and hourly fees

for equipment based on the current Allendale Fire Department Equipment Rate fee as set forth in section two (2) of this Resolution.

- (B) Charges for services provided under Allendale Charter Township Ordinance shall be the actual cost and wages incurred by the Township or a supporting agency.
- (C) The charges for administrative report copies shall be \$1.00 per page.
- (D) Rates for false alarms will be as follows:
 - 1. False fire alarm caused by onsite alarm contractor employee, false fire alarm caused by an alarm contractor employee testing or repairing the system where no notification was made to the dispatch center informing they were working on the system: \$100 fee.
 - 2. 1st calendar year false fire alarm. Documented 1st false fire alarm for the calendar year: No fee.
 - 3. 2nd calendar year false fire alarm. Documented 2nd false fire alarm for the calendar year: No fee.
 - 4. 3rd calendar year false fire alarm. Documented 3rd false fire alarm for the calendar year: \$250 fee.
 - 5. 4th calendar year false fire alarm. Documented 4th false fire alarm for the calendar year: \$300 fee.
 - 6. 5th calendar year false fire alarm. Documented 5th false fire alarm for the calendar year: \$350 fee.
- (E) Any request for emergency assistance (e.g. emergency medical assistance, public safety, police or sheriff services, or Fire Department services) made for a particular location or commercial entity if that location or commercial entity has requested emergency assistance, of any type, more than five times in the preceding twelve (12) months will be \$250.00 per incident after the 5th response.

2. Equipment Rate Fee:

The rate for any single piece of equipment, apparatus or apparatus with equipment shall be determined by taking the total cost of the equipment, apparatus or combination of both, when new and multiplying .75 cents per \$1,000.00 in value.

3. Severability:

If any part of this Resolution is declared by any court to be invalid, the same shall not affect the validity of this Resolution as a whole, or any party thereof other than the part declared by the court to be invalid, and the balance of this Resolution shall remain in full force and effect.

4. Appeals:

Any person, agency, firm, entity, or party which disagrees with the billings or charges received for the response or condition involved shall have the right to appeal to the Township Board within fourteen (14) days following the date of billing, whose decision regarding said billing or charge shall be final. After an appeal and decision by the Township Board, payment will be required with thirty (30) days following the final decision by the Board.

5. Effective Date:

This Resolution shall take immediate effect, the following date following its passage and approval by the Township Board.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

Dated: _____

Jody Hansen, Township Clerk