

EAST CHINA CHARTER TOWNSHIP

OFFICIAL PROCEEDINGS

DECEMBER 20, 2021

CALL TO ORDER – Supervisor Rausch called the meeting to order at 7:30 p.m., with Clerk Mattei, Treasurer Hart, and Trustees Knotts, and Blackstock. Trustees Reichle and Babel absent. Township Manager Cynthia Paperelli present.

PLEDGE OF ALLEGIANCE

APPROVE AGENDA – Clerk Mattei, supported by Trustee Blackstock, moved to approve the Agenda with the addition of NB#5 and NB#6. Carried.

MINUTES – Treasurer Hart, supported by Trustee Blackstock, moved to approve the Minutes of December 6, 2021. Carried.

PUBLIC COMMENT – Park Commission Chair Sarah Blackstock and Park Manager Deanna Slanec presented information regarding a new exercise area at the main park funded primarily thru grants. The overall project costs \$110,000, funded by \$80,000 grant money sponsored thru Priority Health and the National Fitness Campaign, with the remaining \$30,000 from donations.

CONSENT AGENDA – Trustee Blackstock, supported by Clerk Mattei, moved to accept the Consent Agenda items as follows: St. Clair Fire Authority Report for November 2021, Lot Split Minutes for December 3, 2021, Park Commission Minutes for August 2021, and Revenue & Expenditure Reports for November 2021. Carried.

DISBURSEMENTS – Clerk Mattei, supported by Treasurer Hart, moved to approve Invoices \$43,356.70, Payroll Direct Deposits \$33,576.61, Accounts Payable \$64,099.48, EFT's \$12,292.19, E-checks \$302.30, and Tax account \$5,077.03. Roll call vote: Yea: Hart, Blackstock, Knotts, Mattei, and Rausch. Carried.

OLD BUSINESS

OB 1 – Supervisor Rausch, supported by Clerk Mattei, moved to adopt Resolution 21-2021 Establishing 2022 Meeting Dates. Roll call vote: Yea: Blackstock, Knotts, Hart, Mattei, and Rausch. Carried.

BE IT RESOLVED, that the Township Board of East China does hereby establish that there will be two (2) regular monthly meetings held by the Township Board for the year 2022 as follows:

1. All regular meetings will be held at the Township Hall, 5111 River Road, East China.
2. Meetings will be held on the first (1st) and third (3rd) Monday of each month, with exceptions for February, July and September and shall begin promptly at 7:30 p.m.
3. Dates of the meetings will be as follows:

JANUARY 3, 17

JULY 5, 18

FEBRUARY 7, 22

AUGUST 1, 15

MARCH 7, 21

SEPTEMBER 6, 19

APRIL 4, 18

OCTOBER 3, 17

MAY 2, 16

NOVEMBER 7, 21

JUNE 6, 20

DECEMBER 5, 19

RESOLUTION DECLARED ADOPTED.

NEW BUSINESS

NB 1 – Trustee Knotts, supported by Treasurer Hart, moved to reappoint Arthur Peters to the Zoning Board of Appeals, with a term expiring December 31, 2024, and Herbert Blackstock, with a term expiring November 20, 2024. Carried.

Clerk Mattei, supported by Trustee Knotts, moved to reappoint Herbert Blackstock to the Planning Commission, with a term expiring November 20, 2024. Carried.

Trustee Knotts, supported by Treasurer Hart, moved to reappoint John Grabski to the St. Clair Sewer & Water Authority, with a term ending December 21, 2026. Carried.

NB 2 – Trustee Knotts, supported by Trustee Blackstock, moved to approve the Water Transmission Facilities Operation and Maintenance Agreement between China Township and East China Township, effective December 31, 2021. The term of this Agreement is extended to December 31, 2041. Roll call vote: Yea: Hart, Knotts, Blackstock, Mattei, and Rausch. Carried.

SECOND AMENDMENT TO THE WATER TRANSMISSION FACILITIES OPERATION AND MAINTENANCE AGREEMENT THIS AMENDMENT AGREEMENT is entered into this 31st day of December 2021, by and between the ST. CLAIR RIVER SEWER AND WATER AUTHORITY, a Michigan municipal corporation ("AUTHORITY"), the CHARTER TOWNSHIP OF EAST CHINA, St. Clair County, Michigan, a Michigan municipal corporation ("EAST CHINA") and the CHARTER TOWNSHIP OF CHINA, St. Clair County, Michigan, a Michigan municipal corporation ("CHINA"). WHEREAS, a Water Transmission Facilities Operation and Maintenance Agreement was entered into between the parties on May 7", 2001; and WHEREAS, a First Amendment to the Water Transmission Facilities Operation and Maintenance Agreement was entered into between the parties on January 21, 2002; and WHEREAS, the parties wish to: 1. Designate the two Elevated Storage Tanks (aka Water Towers) for the purpose of operation, maintenance and repair as part of the Water Plant. 2. Clarify how various operation, maintenance and repair expenses are administered. 3. Specify how the allocation of operation, maintenance and repair expenses for the MASTER METERS are allocated between the two townships. 4. Identify the Recor Road Meter Pit on Appendix A. 5. Raise the limit before apportionment on individual repairs that benefit only one township. 6. Extend the term of the Agreement to 31 Dec 2041. IT IS AGREED: 1. That paragraph 1.A is deleted in its entirety and replaced as follows: "The AUTHORITY shall utilize EAST

CHINA’s administrative personnel and Department of Public Works personnel to perform the operation, maintenance and repair services as provided for in this agreement. All cost of these services will accrue to EAST CHINA as the provider for the AUTHORITY. EAST CHINA will allocate all expenses in accordance with paragraph 2 of this agreement and bill CHINA for their portion. Any administrative cost associated with this work shall be levied as outlined in the Administrative Agreement between China and East China Townships” 2. That the last sentence of paragraph 5.A is amended to read: “... except as provided in paragraphs 5.F and 8.” 3. That paragraph 5.D is deleted in its entirety and replaced as follows: “Facilities shall not include the Water Plant, nor the two Elevated Storage Towers (aka Water Towers) located in EAST CHINA which are considered part of the Water Plant Facility.” 4. That the words “master meters” are deleted from paragraph 5.E. 5. That in paragraph 5.F, the dollar value of an individual repair excluded from apportionment is changed from \$5,000 to \$15,000. 6. That paragraph 8. is amended to add the following sentence: “Once installed, the maintenance, testing, and repair expenses for the MASTER METERS shall be allocated 50% to EAST CHINA and 50% to CHINA.” 7. That the note at the bottom of the legend of Exhibit A be deleted in its entirety and replaced with: “The Operation and Maintenance of the Water Treatment Plant and the two Elevated Storage Tanks (aka Water Towers) are not included in this agreement.” 8. That the map at Appendix A is modified to include a Meter Pit on Recor Road at the China/East China border. 9. That the term of the Agreement is extended continuing until 31 December 2041. 10. All other provisions and terms of the Water Transmission Facilities Operation and Maintenance Agreement dated 7 May 2001, and its First Amendment dated 21 January 2002 not specifically amended by the Amendment Agreement shall remain in full force and effect.

NB 3 – Clerk Mattei, supported by Trustee Knotts, moved to adopt Resolution 22-2021 Amending the 2021 Budget Ledger. Roll call vote: Yea: Mattei, Knotts, Hart, Blackstock, and Rausch. Carried.

WHEREAS, East China Township budgeting and accounting practices require budget amendments to reflect financial activities and provide the basis for financial controls; and

WHEREAS, financial analysis of all fund accounts indicates a need to amend the General Ledger Account Numbers and budgets for the Building Department General Fund account,

NOW, THEREFORE, BE IT RESOLVED, that the East China Board of Trustees hereby approves Budget Amendments as follows below and specifically detailed in Exhibit A:

		FROM	TO	INCREASE/DECREASE
BUILDING INSPECTION DEPARTMENT				
Building Dept	Inactive 249-370	\$30,968.00	\$0.00	-\$30,968.00
Building Dept	Active 249-400	\$0.00	\$30,968.00	\$30,968.00
Total		N/A	N/A	N/A
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Budget Amendment Total		N/A	N/A	N/A

RESOLUTION DECLARED ADOPTED.

NB 4 – Treasurer Hart, supported by Clerk Mattei, moved to adopt Resolution 23-2021 Amending the 4th Quarter Budget for 2021. Roll call vote: Yea: Hart, Mattei, Blackstock, Knotts, and Rausch. Carried.

WHEREAS, East China Township budgeting and accounting practices stipulate quarterly budget amendments to reflect financial activities during the quarter and provide the basis for financial controls in future quarters; and

WHEREAS, financial analysis of all fund accounts indicates a need to amend the budgets for General Fund accounts, Capital Projects Fund Expenditures;

NOW, THEREFORE, BE IT RESOLVED, that the East China Board of Trustees hereby approves Budget Amendments for the 4th Quarter of 2021 as follows.

	FROM	TO	INCREASE/ DECREASE
GENERAL FUND			
<u>REVENUES</u>	\$18,500.00	\$237,713.00	\$219,213.00
<u>EXPENSES</u>	\$607,539.00	\$681,256.00	\$73,717.00
CAPTIAL PROJECTS			
Capital Projects	\$0.00	\$5.00	\$5.00

RESOLUTION DECLARED ADOPTED.

NB 5 – Supervisor Rausch, supported by Clerk Mattei, moved to adopt Resolution 24-2021 Performance Resolution for Governmental Agencies. Roll call vote: Yea: Rausch, Mattei, Hart, Knotts, and Blackstock.

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the Charter Township of East China

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers,

agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Supervisor Brian Rausch and/or Township Manager Cynthia Paperelli

RESOLUTION DECLARED ADOPTED.

NB 6 – Clerk Mattei, supported by Trustee Blackstock, moved to adopt Resolution 25-2021 Performance and Indemnification. Roll call vote: Yea: Mattei, Blackstock, Hart, Knotts, and Rausch.

WHEREAS, East China Charter Township, hereinafter referred to as the "GOVERNMENTAL BODY" from time to time makes application to the St. Clair County Road Commission, hereinafter referred to as the "DEPARTMENT" for permits, hereinafter referred to as "PERMIT", to construct, operate, and/or maintain utility or other facilities, or to conduct other activities, on, over, and under county road rights-of-way at various locations within and adjacent to its corporate limits.

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT to the GOVERNMENTAL BODY agrees that:

1. It will faithfully fulfill all permit requirements and will indemnify, save harmless, represent, and defend the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract from any and all claims of every kind for injuries to, or death of any and all persons, and for loss, or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the presence of the GOVERNMENTAL BODY'S facilities, and/or its installation, construction, operation, maintenance, or other activities which are being performed under the terms of the PERMIT on, over and/or under the county roads right-of-way, except claims resulting from the sole negligence or willful acts or omissions of said DEPARTMENT, its officers, agents, employees, and contracting governmental bodies and officers, agents, and employees thereof, performing permit activities.

2. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL BODY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT.
3. It will, by its own volition and/or request by the DEPARTMENT promptly restore and/or correct physical or operating damages to any state trunkline right-of-way resulting or arising out of the installation, construction, operation, and/or maintenance of the GOVERNMENTAL BODY'S facilities pursuant to a PERMIT issued by the DEPARTMENT.
4. The incorporation by the DEPARTMENT of this Resolution as part of a PERMIT does not preclude the DEPARTMENT requiring additional performance security or insurance when deemed necessary by the DEPARTMENT.
5. This Resolution shall continue in force from the date hereof until cancelled by the GOVERNMENTAL BODY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL BODY with regard to any PERMIT, which has already been issued, or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position or positions are hereby authorized to make application to the St. Clair County Road Commission for the necessary permit to work within the county road rights-of-way on behalf of the GOVERNMENTAL BODY.

Supervisor

Township Manager

RESOLUTION DECLARED ADOPTED.

MEMBER COMMENTS – Supervisor Rausch said there were 3-burglaries in East China the previous Sunday; mainly with snow equipment. Trustee Knotts said that the engineering fees in the water and sewer funds were +\$150,000, and would like a breakdown of the year's billings and for what projects; especially those that are unreimbursed through grants. All members wished our residents, staff, Committees and Boards a Merry Christmas and Happy New Year!

ADJOURN – Clerk Mattei, supported by Trustee Blackstock, moved to adjourn at 8:16 p.m. Carried.

Sandra Mattei, Clerk

Brian Rausch, Supervisor