

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 13, 2016**

PROPOSED MINUTES

Supervisor Price called the meeting to order at 7:05 p.m. and asked Ms. Conzelman to lead the Pledge of Allegiance to the Flag.

MEMBERS PRESENT: Shannon Price, Supervisor
Ron Edwards, Treasurer
Nancy Conzelman, Clerk
Robert Doroshewitz, Trustee
Charles Curmi, Trustee
Steve Mann, Trustee

MEMBERS ABSENT: None

OTHERS PRESENT: Joann Coobatis, HR Director
Patrick Fellrath, Dir. of Public Utilities
Mark Lewis, Chief Building Official
Mike Mitchell, Dir. of Parks and Grants
Dan Phillips, Fire Chief
Jana Radtke, Comm. Dev. Director/Planner
Robert Antal, Police Lieutenant
Kevin Bennett, Township Attorney
David Richmond, Spalding DeDecker Associates
Alice Geletzke, Recording Secretary
64 Members of the Public

D. PROCLAMATION - Constitution Week September 17-23rd, 2016

Mr. Price presented the proclamation, a copy of which will be presented to the Daughters of the American Revolution (DAR).

E. APPROVAL OF AGENDA

Regular Meeting - Tuesday, September 13, 2016

Mr. Price asked that Item K.9 be added to the agenda, Discussion of Plymouth Township vs. Gallagher pertaining to enforcement of the Township's zoning ordinance.

Moved by Ms. Conzelman and seconded by Mr. Mann to approve the agenda for the Board of Trustees regular meeting of September 13, 2016 as amended. Ayes all.

F. APPROVAL OF CONSENT AGENDA

F.1 Approval of Minutes: Regular Meeting - August 9, 2016

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, SEPTEMBER 13, 2016**

PROPOSED MINUTES

F.2 Acceptance of Utility Easements:

Andover Forest Offsite Sanitary Sewer Easement

F.3 Acceptance of Communications, Resolutions, Reports:

Fire Department - August 2016

FOIA - August 2016

Building Department - August 2016

F.4 Approval of Township Bills:

		Year 2016
General Fund	(101)	\$1,364,946.22
Solid Waste Fund	(226)	120,478.81
Improvement Revolving Fund (Capital Projects)	(246)	51,139.72
Drug Forfeiture Fund	(265)	1,321.92
Golf Course Fund	(510)	37,727.33
Senior Transportation	(588)	11,428.88
Water and Sewer Fund	(592)	1,144,109.76
Trust and Agency Fund	(701)	6,902.64
Police Bond Fund	(702)	10,040.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	17,104.49
Total:		\$2,765,199.77

Mr. Doroshewitz pointed out a correction to the speaker's name in the Public Comments section of the minutes of August 9, 2016—Chris Zavisa rather than Chris Lavisa.

Moved by Ms. Conzelman and seconded by Mr. Edwards to approve the Consent Agenda for the Board of Trustees regular meeting of September 13, 2016. Ayes all.

G. PUBLIC COMMENTS AND QUESTIONS

A resident praised the increased activities at Friendship Station for the senior citizens and presented the board with written feedback from members of the Senior Council on Aging.

H. PUBLIC HEARING

I. COMMUNITY DEVELOPMENT

**CHARTER TOWNSHIP OF PLYMOUTH
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PROPOSED MINUTES

1) Request for Board Action - Approve Plymouth Marketplace PUD Option
Jana Radtke, Community Development Director/Planner, reviewed the proposal for the property currently occupied by Kmart and the recommended approval of the Planning Commission.

Representatives of the developer addressed the Board, presented proposed drawings, and answered questions.

Moved by Mr. Kelly and seconded by Ms. Conzelman to approve Application 2213, which would allow Parcel R-78-065-99-0012-000 to be developed under a Planned Unit Development (PUD) Option, as recommended by the Planning Commission. Ayes all.

2) Request for Board Action - Andover Forest Cluster Housing Agreement and Final Site Plan

Mrs. Radtke reviewed the proposal for development of 15 detached single-family condo units, per the Planning Commission's recommendation.

Developer Bruce Michael addressed the Board and answered questions.

Moved by Mr. Curmi and seconded by Mr. Edwards to approve the Cluster Housing Agreement and Final Site Plan for Application 2138, Andover Forest, as recommended by the Planning Commission. Ayes all.

J. UNFINISHED BUSINESS

A. NEW BUSINESS

1) Request for Board Action - Approve Local Governing Body Resolution for Charitable Gaming License for PBJ Outreach - **Resolution 2016-09-13-21**

Colleen Kelly, representative of PBJ Outreach, explained the need for the resolution in conjunction with the raffle to be held as part of their fund-raising spaghetti dinner.

Moved by Ms. Conzelman and seconded by Mr. Mann to approve **Resolution 2016-09-13-21** approving the Local Governing Body Resolution for Charitable Gaming License for PBJ OUTREACH, INC. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

2) Request for Board Action - Bid Award for Lake Pointe Soccer Park Drainage

**CHARTER TOWNSHIP OF PLYMOUTH
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TUESDAY, SEPTEMBER 13, 2016**

PROPOSED MINUTES

Mike Mitchell, Dir. of Parks and Grants, and Dave Richmond of Spalding DeDecker explained the bid procedure and the success with the EGRP technology of Parjana on the eastern portion of the soccer park.

A representative of Parjana addressed the Board, noted some of their successes with other clients, and described the process.

Moved by Mr. Mann and seconded by Mr. Kelly to award the bid to install additional drainage at western soccer field in the Lake Pointe Soccer Park to Parjana in the amount of \$47,330.00.

AYES: Mann, Kelly, Conzelman, Doroshewitz, Edwards, Price

NAYS: Curmi

Motion carried.

- 3) Request for Board Action - Adopt Vantagecare Retirement Health Savings Plan Adoption Agreement Amendment - **Resolution 2016-09-13-22**

Board members discussed the proposed changes with Human Resources Director Joann Coobatis. The contribution amount would increase to \$75 from \$50 per pay period and the vesting schedule would change to provide 20% vesting after each year with full vesting at 5 years. This would be extended to all other represented and non-represented employee participants as was negotiated with IAFF.

Moved by Mr. Curmi and seconded by Mr. Mann to approve **Resolution 2016-09-13-22**, approving the Employer Vantagecare Retirement Health Savings (RHS) Plan Adoption Agreement, as amended. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

- 4) Request for Board Action - Approve AT&T Uniform Video Service Local Franchise Agreement Renewal

Moved by Mr. Curmi and seconded by Mr. Kelly to approve the Uniform Service Local Franchise Agreement submitted by AT&T. Ayes all

- 5) Request for Board Action - Repeal Compensation Commission

Board members discussed whether the Compensation Commission, which meets in odd-numbered years, should currently be abolished or whether the incoming administration should decide.

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Moved by Mr. Kelly and seconded by Ms. Conzelman to approve the first reading of the proposal to repeal Chapter 2, Article II, of Ordinance No. 1016 and any and all amendments thereto.

AYES: Kelly, Conzelman, Price, Edwards

NAYS: Mann, Curmi, Doroshewitz

Motion carried.

A copy of the Ordinance is on file in the Clerk's office for public perusal.

6) Request for Board Action - Board of Trustee Meeting Dates for 2017

Moved by Mr. Doroshewitz and seconded by Mr. Curmi to postpone consideration of the 2017 meeting dates for the Board of Trustees until the Board meeting of September 27, 2016. Ayes all.

7) Request for Board Action - Approve Release and Settlement Agreement with Wayne County Regarding 323 Acres

Mr. Price explained that in exchange for the Township's agreement not to pursue litigation against Wayne County for its failure to follow proper procedures in foreclosing property owned by the City of Detroit, Wayne County has agreed that if the Township sells the property, instead of remitting all surplus proceeds to the County, the Township will be permitted to retain all of the following:

- The entire \$606,149.98 purchase price including interest paid
- Reasonable attorney fees incurred by the Township in all related litigation and settlement negotiations involving the property, including the appeals process (not to exceed \$135,000)
- The cost of any litigation or money judgment against Township due to a lawsuit filed by the City of Detroit or another third party, or any tax liability incurred by Township in connection with the property identified in the recitals
- All costs incurred by the Township relating to demolition, revocation, improvements, or infrastructure development involving the subject 133 acre parcel, and any other costs Township is entitled to retain, with any remaining excess amount from the sale proceeds to be remitted to the Wayne County Treasurer.

Moved by Mr. Edwards and seconded by Ms. Conzelman to approve the Agreement between the Charter Township of Plymouth and the Wayne County Treasurer regarding certain property located on Five Mile and Ridge and authorize the Supervisor to sign the agreement. Ayes all.

8) City of Plymouth Outstanding Debt Discussion

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PROPOSED MINUTES

Mr. Price updated Board members on the need to continue negotiations in a timely fashion to resolve the \$4 million debt owed by the City of Plymouth to the Township pursuant to the joint fire services agreement which the City terminated almost five years ago. So far, the City has only paid a fraction of that amount owed, \$330,000, which is the City's share of retiree medical costs that the Township has been funding during the past 4 years. Still at issue are: (1) the City's share of future retiree medical costs from January 1, 2016 going forward, and (2) the City's share of pension contributions from January 1, 2012 on into the foreseeable future. Mr. Price reviewed supporting documentation with the board (see attached Handout #1). Mr. Price cited examples of the City not following through on its promises to the communities in the Plymouth-Canton school district at that time, and to Plymouth Township, all of which contributed the land and funds to build a community recreation center in the City (e.g., Plymouth Cultural Center), in exchange for the City agreeing that everyone would be treated as residents for purposes of participating in the City's community recreation programs (see attached Handout #2).

9) Plymouth Twp. vs. Gallagher

Attorney Bennett and Chief Building Official Lewis discussed with the Board how to proceed with the case which involves a business owner who lives with his family inside of his furniture refinishing business on Ann Arbor Trail. This residential usage is not permitted by the Township's Zoning Ordinance and a temporary restraining order has been issued which prevents the Township from enforcing its ordinance. Also discussed were the serious safety and building code issues. Mr. Bennett indicated that a hearing on the temporary restraining order was scheduled for Wednesday, September 20, 2016.

L. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Curmi had questions about the recreation survey. Mr. Mann had concerns about trash pickup of items covered by the contract. Mr. Price brought up Shred Day this Saturday and the upcoming Resident Appreciation Day on Monday.

M. PUBLIC COMMENTS

Mr. Kuzma had comments on the inadequacy of the sound system.

N. CLOSED SESSION - At 9:15 p.m., Ms. Conzelman moved that a closed session be called for contract negotiations and related attorney opinion pursuant to OMA Sections 8(c) and (h). Seconded by Mr. Mann. Ayes all on a roll call vote. At 9:54 p.m. the Board returned to open session.

O. ADJOURNMENT

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
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TUESDAY, SEPTEMBER 13, 2016**

PROPOSED MINUTES

Moved by Ms. Conzelman and seconded by Mr. Mann to adjourn the meeting at 9:55 p.m.
Ayes all.

Nancy C. Conzelman, Township Clerk

Shannon G. Price, Township Supervisor

CHARTER TOWNSHIP OF PLYMOUTH
BOARD MEETING HANDOUT - SEPTEMBER 13, 2016

RESOLUTION

WHEREAS: The City of Plymouth has prepared a plan for recreation facilities which is under consideration by the State of Michigan for funding under State Act 108; and,

WHEREAS: The Township of Plymouth has not made application for funds under said State Act 108; and,

WHEREAS: The City of Plymouth has pledged the use of its recreational facilities to Township residents on an equal basis with residents of the City of Plymouth.

NOW THEREFORE, BE IT RESOLVED: that the Township of Plymouth requests that its per capita allocation of funds for distribution under the State Recreation Bond formula be made available to the City of Plymouth.

I certify that I am the Clerk of the Township of Plymouth; that the above is a true copy of a resolution adopted by a quorum of the Township of Plymouth at a meeting held June 8, 1971

Signed John L. Richardson

At the July 13, 1971 meeting of the Board of Trustees, Mr. Millington requested that the minutes of June 8, be amended to include that it was the understanding of the Board that Mr. Rugerillo would allow any adjoining property owners to connect into the water system that would be going through his property.

Page 7, June 8, 1971

stated that the facts do not justify the need for this rezoning, and in concluding he indicated the location of their property, stating that the rezoning would make it valueless, but if the Board were seriously going to grant this rezoning, he would request that their property be rezoned at the same time for the same use.

Mr. Dietrich, Attorney, introduced himself to the Board, stating he was appearing on behalf of Mr. & Mrs. Rowland. He stated that in preparing to appear before the Board, he reviewed the Comprehensive Development Plan, as well as the Township's zoning ordinances, and that he believed this rezoning request represented a departure from the orderly zoning proposed in the comprehensive development plan, there having been no significant changes in the area to warrant it. Mr. Dietrich stated that it would represent piecemeal zoning. In concluding his presentation, he stated that the Board, before proceeding with rezoning this section of land, which would represent carving up this area to the point which it would not be able to salvage for a desirable use, should give this matter additional consideration, take two or three weeks and ask the Planning Commission to come back with a plan, possibly to revise the development plan, but a plan that will be better for the entire area.

Then following discussion of ingress and egress, and additional comments by the attorneys representing both sides, the question was called and the motion passed unanimously.

2. Action taken by the Planning Commission at their May 19, 1971, meeting.
Following Mrs. Richardson's advice that no action was needed on this report, there being no objection, it was received and filed.

3. Frank Millington

(a) Sign Permits

Mr. Breen advised that the Planning Commission is studying the sign provisions under the ordinance and a recommendation will be made.

(b) Dedication of Sewers

Mr. Breen advised that it has been the policy of the Township to have dedication of sewers prior to issuing certificates of occupancy.

(c) Special Meetings of the Appeal Board.

Mr. Millington moved that the Board adopt a fee of \$50 for special meetings of the Appeal Board in addition to the present \$35, or a total of \$85. Seconded by Mrs. Richardson and carried unanimously.

(d) Court Action on Junk Yard

Mr. Alloway advised that he had not received drawings pertaining to a fence or a wall around this property from Mr. Seekin, which drawings should have been furnished the building department. In reply to this, Mr. Seekin advised that he had the plans, he explained his planning for the property and the problems encountered, and stated that he was going to put up a masonry wall. Mrs. Richardson stated that this matter should be referred to the building inspector, and there being no objection, it was so ordered. Mr. Seekin agreed to furnish two sets of plans with the architectural stamp on them.

4. City of Plymouth

Re: Request for Population Waiver

Mr. Millington moved that the Board adopt the following resolution.

WHEREAS: The City of Plymouth has prepared a plan for recreation facilities which is under consideration by the State of Michigan for funding under State Act 108; and,

WHEREAS: The Township of Plymouth has not made application for funds under said State Act 108; and,

WHEREAS: The City of Plymouth has pledged the use of its recreational facilities to Township residents on an equal basis with residents of the City of Plymouth.

NOW THEREFORE, BE IT RESOLVED: that the Township of Plymouth requests that its per capita allocation of funds for distribution under the State Recreation Bond formula be made available to the City of Plymouth.

Seconded by Mr. Ash and carried unanimously.

5. James Gignac

Re: (a) Purchase of needed equipment in the Fire Dept. (7 items)

Following a short discussion of the request contained in this communication, involving equipment in the approximate total amount of \$3000.00 and allocation of this cost, Mrs. Richardson moved that the Board approve the request as submitted. Seconded by Mr. Ash and carried unanimously.

(b) Attendance of Byron Degen at the University of Michigan course titled "The initial management of the acutely ill or injured patient."

Mrs. Holmes moved that the Board approve the above-mentioned request and authorize an expenditure of an amount not to exceed \$30. Seconded by Mr. Millington and carried unanimously.

(c) Part-time office help.

Following discussion of this communication by the board and Mr. Gignac, Mr. Millington moved that the Board provide part time clerical help for a probationary period of 90 days. Seconded by Mr. Ash.

In the discussion, it was suggested that the rate be \$1.65 per hour and the hours be 12 noon to 5:00 P.M.

The following roll call vote was taken:

Ayes: Millington, Overholt, Burke, Ash, Breen

Nays: Holmes, Richardson.

6. Robert Watson - School Farm Manager

Re: Requesting donation of 5 or 6 farm gates and feeding racks from Township recreation property.

Mrs. Richardson moved that the Board deny this request for additional items until some disposition is determined by the Board as to their full development of the recreational site. Seconded by Mr. Burke and carried unanimously.

ITEM NO. IV - RESOLUTIONS

1. Frances Marcilonis - Lincoln Park Deputy Clerk

Re: Opposition to H.B. 5078 which would abolish Municipal Courts in Michigan.
There being no objection this resolution was received and filed.

2. Bonnie Highley - Rockwood City Clerk

Re: Mayor and Council do not support H.B. 4199 which would allow Home Rule Cities to establish a local officers compensation commission to set the salaries for locally elected officials.
There being no objection, this resolution was received and filed.

Mrs. Richardson moved that a communication from Brender-Hamill and Associates be added to the agenda. Seconded by Mrs. Holmes and carried unanimously.

1. Brender-Hamill and Associates, Inc.

Re: Recommendation that the sanitary Sewer be accepted for tapping purposes in Woodlore Subdivision.

Mrs. Richardson moved that the Board approve the recommendation of the engineer and accept the sanitary sewer in Woodlore Subdivision for tapping purpose, and the residents be so notified. Seconded by Mr. Overholt and carried unanimously.

D-66

MEMORANDUM OF LEASE

WITNESSETH: That PLYMOUTH COMMUNITY SCHOOL DISTRICT OF WAYNE AND WASHTENAW COUNTIES, MICHIGAN, a corporation, hereinafter designated as Lessor, does hereby let and lease unto CITY OF PLYMOUTH, a Michigan Municipal Corporation, hereinafter designated as Lessee, the following lands in the City of Plymouth, County of Wayne, State of Michigan, described as:

"Lots 1 to 9, both inclusive, except the northerly 11.00 feet thereof and Lots 14 to 27, both inclusive, and including Karmada and Blanche Streets and alley Right of Ways as dedicated in and by the plat of Thomas Subdivision of part of the Northwest 1/4 of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, as recorded in Liber 41 of Plats on Page 46, Wayne County Records, subject to easements of record. Total area, including Karmada and Blanche Streets and Alley Right of Ways approximately 4.76 Acres,"

for a term beginning on the First day of July, 1971, and ending on the 30th day of June, 2070, to be used and occupied only for community and recreational uses and purposes.

PROVIDED, that in case any rent shall be due and unpaid or default made in the covenants herein contained, it shall be lawful for the Lessor and the Lessor's attorneys, successors, representatives and assigns to re-enter into and repossess the premises and the Lessee and each and every occupant remove and put out.

The Lessee hereby hires the said premises for the term aforesaid and covenants to pay the Lessor as rental for the said premises the sum of One (\$1.00) Dollar upon the delivery hereof, and to pay a like sum in advance on the First Day of July annually thereafter during the term and to indemnify the Lessor against public liability during the term of this lease; to assume all costs and expenses for the maintenance of the grounds and the buildings to be constructed thereon; to pay all charges for utilities, and to pay and hold the Lessor harmless from any costs and expenses in connection with the leased property.

The Lessee hereby takes said premises for the term aforesaid, and, as further consideration covenants to forthwith improve, develop and maintain said premises as a Cultural Center, including but not limited to, ice rink and meeting rooms. Plans and Specifications are at the exclusive discretion of the Lessee.

The Lessee covenants to keep the premises in accordance with all police, sanitary and other regulations, to observe all reasonable regulations, and requirements of underwriters concerning the use and condition of the premises, and will not allow any rubbish or waste material or products to accumulate on the premises.

The Lessee will not assign this lease without the written consent of the Lessor.

The Cultural Center Building is for use by all citizens and youth of the total community including the City of Plymouth, Plymouth Township, and those portions of Canton Township, Northville Township, Superior Township and Salem Township within the Plymouth Community School District. An equal charge, if required, would be made for all residents or members residing in the governmental units previously listed."

The Lessor covenants that the Lessee shall on the payment of rental at the time and manner aforesaid and performing all of the foregoing covenants shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

The covenants and conditions herein shall bind the successors, representatives and assigns of the Lessor and Lessee, respectively.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized officers by authority of their governing bodies at Plymouth, Michigan, this 19th day of July, 1971.

IN PRESENCE :

PLYMOUTH COMMUNITY SCHOOL DISTRICT of
WAYNE AND WASHTENAW COUNTIES, MICHIGAN.

Melvin I. Blunk
Melvin I. Blunk
Joyce Hill
Joyce Hill

By: Esther L. Hulsing
President - Esther L. Hulsing
By: John E. Hanskat
Secretary - John E. Hanskat

CITY OF PLYMOUTH, a MICHIGAN
MUNICIPAL CORPORATION

Mary Alice Heskett
Mary Alice Heskett
Beulah G. Hanchett
Beulah G. Hanchett

By: James B. McKee
Mayor - James B. McKee
By: Paul V. Brumfield
Acting Clerk - Paul V. Brumfield

STATE OF MICHIGAN)

COUNTY OF WAYNE)

SS

On this 19 day of July, 1971, before me a Notary Public, in and for said county, appeared Esther L. Hulsing and John E. Hanskat, to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Secretary of the Plymouth Community School District of Wayne and Washtenaw Counties, Michigan, names in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its School Board of Directors, by resolution duly passed; and said President and Secretary acknowledged said instrument to be the free act and deed of said Corporation.

MARY M. SARKOZY
Notary Public, Wayne County, Mich.
My Commission Expires April 27, 1974

(SEAL)

Mary M. Sarkozy
Notary Public, Wayne County, Michigan
My Commission expires: _____

CHARTER TOWNSHIP OF PLYMOUTH
BOARD MEETING HANDOUT - SEPTEMBER 13, 2016

The City shall notify the Township no later than April 1st if it desires to accept any of the listed equipment as part of the equity settlement. Any such equipment accepted by the City shall be valued at the current book value as of the date of termination.

(3) If the City's equity exceeds the value of the equipment described in (1) and (2) above, then the Township shall buy the City's remaining equity interest for cash. The Township may pay the City the total amount owed no later than thirty (30) days after the date of termination; or the Township may enter into an agreement with the City prior to that date, providing for payment of the amount owed in ten annual installments due in January of each calendar year following the last year of this agreement, and with interest on the unpaid balance at a rate equal to the average rate of equipment loan obligations incurred by the City in the process of the termination of this agreement, or at the average rate which could be obtained from three local banks if no actual City obligations have been incurred, whichever average rate is lower.

(4) Upon completion of the audit for the last fiscal year before termination of this agreement, the Township shall submit its report as provided in Section 5(e), and shall include in its final statement any adjustment in the payment for equipment equity which may be necessary based on the audited accounts.

(d) Upon termination of this agreement, the allocation of Plymouth Community Fire Department employees shall be made in accordance with the merger agreement reached with the City's union and the Township's union pursuant to the implementation of this agreement.

(e) Post Termination Health Care/Retirement Benefit Costs: Upon termination of this agreement, any post termination health care costs, medical benefit costs or retirement related costs attributable to service by employees performed under this agreement shall be shared on the same basis as costs incurred during the term of this agreement.

12. Severability. Should any provision, paragraph, section or part of this agreement be found void or unenforceable by a court of competent jurisdiction the remainder shall continue in full force and effect.

This agreement was approved and the execution of it was authorized by the Resolution of the Plymouth Township Board on the _____ day of _____, 1999; and by the Resolution of the Plymouth City Commission on _____

DUE TO/FROM CITY OF PLYMOUTH
FOR JOINT FIRE DEPARTMENT TERMINATION
February 28, 2015

<u>SUMMARY</u>	<u>WITHOUT INTEREST as of 12/31/2011</u>	<u>WITH INTEREST/DISCOUNT RATE as of 12/31/2014</u>	
City Equipment Originally Contributed Section 11 c 1	retuned to City	retuned to City	
City's Equity Interest in Joint Fire Dept Equipment Section 11 c 3 - Book Value Township purchase City's equity for cash	(87,491.12)	(88,810.06)	0.5%
Equipment Reserve Fund Section 8 c Return of City's 25% portion of reserve	(106,288.90)	(107,891.22)	0.5%
Post Termination Health Care (OPEB) Section 11 e	2,384,339.64	2,682,057.82	4%
Post Termination Retirement Benefit (MERS) Section 11 e			
City hired firefighters - over payment as 12/31/2011	113,216.59	114,923.34	0.5%
Township hired firefighters - as of 12/31/2011	769,949.50	969,914.62	8%
Post Termination - Earned but Unpaid PTO (Paid Time Off) City's 25% portion of unpaid PTO	113,509.04	115,220.20	0.5%
Cumulative Joint Fire Dept Unpaid Invoices 2008 through 2011 cumulative total	57,125.74	57,986.92	0.5%
TOTAL	3,244,360.49	3,743,401.63	

City
May 12, 2018
Bey

Allocation of Fire Retiree Healthcare Costs to the City of Plymouth and the Charter Township of Plymouth															
Employee	Health, Dental & Vision (net of co-pays)				High Deduct Payments	Total Retiree HC Net of Co Pays	Employee Class.	Date of Hire	Total Months Worked	Joint Months Worked	Joint %	Allocation of Total Retiree HC (net of co-pays)			
	2012	2013	2014	2015								Joint Cost	City Cost	Township Cost	Total
Belsky, Donald	\$ 18,803.75	\$ 20,448.08	\$ 18,187.80	\$ 11,582.28	\$ -	\$ 69,321.92	City	6/14/1969	319	11	3.45%	\$ 2,390.41	\$ 66,931.51	\$ -	\$ 69,321.92
Eldridge, Douglas	\$ 21,191.52	\$ 22,768.58	\$ 22,549.72	\$ 20,735.56	\$ 3,020.00	\$ 90,245.36	City	6/1/1977	336	124	36.90%	\$ 33,404.84	\$ 56,940.52	\$ -	\$ 90,245.36
Grohn, Larry	\$ 12,787.68	\$ 13,942.82	\$ 14,098.68	\$ 13,914.16	\$ -	\$ 54,793.40	Twp	12/1/1968	405	104	25.68%	\$ 14,770.40	\$ -	\$ 40,723.00	\$ 54,793.40
Heer, James	\$ 23,263.08	\$ 19,868.80	\$ 20,543.84	\$ 21,018.19	\$ 2,732.80	\$ 87,426.51	Twp	7/2/1979	342	155	45.32%	\$ 39,623.13	\$ -	\$ 47,803.38	\$ 87,426.51
Hahn, Donald	\$ 23,263.08	\$ 20,032.89	\$ 20,400.54	\$ 21,071.05	\$ 10,879.58	\$ 95,617.24	Twp	2/2/1979	373	131	40.56%	\$ 38,779.75	\$ -	\$ 56,837.49	\$ 95,617.24
Hanks, Fritz 81450	\$ 21,801.36	\$ 23,043.68	\$ 19,017.78	\$ 6,060.97	\$ -	\$ 69,425.79	Twp	5/15/1960	428	11	2.57%	\$ 1,784.31	\$ -	\$ 67,641.48	\$ 69,425.79
Jury, James	\$ 5,377.58	\$ 15,772.38	\$ 8,268.89	\$ 6,703.89	\$ 924.72	\$ 35,040.94	Twp	8/1/1987	301	203	67.44%	\$ 23,632.26	\$ -	\$ 11,408.68	\$ 35,040.94
King, Martin	\$ 22,696.54	\$ 19,542.88	\$ 20,543.84	\$ 17,008.05	\$ 5,394.45	\$ 85,185.58	Twp	1/14/1981	347	178	51.30%	\$ 43,697.50	\$ -	\$ 41,488.08	\$ 85,185.58
Krupp, Fred 111279	\$ 20,025.76	\$ 21,770.08	\$ 19,509.80	\$ 11,582.28	\$ -	\$ 72,687.92	Twp	5/15/1980	416	0	0.00%	\$ -	\$ -	\$ 72,687.92	\$ 72,687.92
Lee, Carlos 130100	\$ 12,025.92	\$ 11,820.34	\$ 10,768.96	\$ 8,830.80	\$ -	\$ 40,575.92	Twp	10/1/1952	395	0	0.00%	\$ -	\$ -	\$ 40,575.92	\$ 40,575.92
Maycock, Randolph	\$ 23,263.08	\$ 20,034.94	\$ 20,389.32	\$ 18,571.10	\$ 1,919.96	\$ 84,158.42	Twp	2/1/1972	437	160	36.61%	\$ 30,813.15	\$ -	\$ 53,345.27	\$ 84,158.42
McDermott, Donald	\$ 9,619.76	\$ 8,289.52	\$ 8,709.20	\$ 8,792.48	\$ 9,620.12	\$ 45,030.08	Twp	2/1/1970	332	140	42.17%	\$ 18,988.59	\$ -	\$ 26,041.49	\$ 45,030.08
Miller, Clayton	\$ 9,619.76	\$ 8,289.52	\$ 7,002.50	\$ 4,773.60	\$ 3,053.04	\$ 32,737.42	Twp	4/11/1971	263	0	0.00%	\$ -	\$ -	\$ 32,737.42	\$ 32,737.42
Mothesenbaugh, Frank	\$ 18,903.77	\$ 20,648.08	\$ 18,187.80	\$ 11,582.28	\$ -	\$ 69,321.93	Twp	7/2/1973	234	0	0.00%	\$ -	\$ -	\$ 69,321.93	\$ 69,321.93
Parney, Paul	\$ 23,263.08	\$ 20,034.94	\$ 20,389.32	\$ 21,172.12	\$ 17,239.95	\$ 102,079.43	Twp	1/8/1980	335	154	45.97%	\$ 46,925.07	\$ -	\$ 55,153.36	\$ 102,079.43
Pueco, Charles	\$ 8,093.59	\$ 15,406.08	\$ 14,649.92	\$ 16,371.66	\$ 11,680.02	\$ 64,142.67	Twp	8/5/1987	300	203	67.67%	\$ 43,403.21	\$ -	\$ 20,739.46	\$ 64,142.67
Valensky, James	\$ 22,696.54	\$ 19,542.88	\$ 20,543.84	\$ 20,735.56	\$ 599.45	\$ 84,118.09	City	3/25/1980	328	150	45.73%	\$ 38,458.54	\$ 45,649.45	\$ -	\$ 84,108.09
Van Vleet, Charles	\$ 15,533.16	\$ 14,413.88	\$ 11,340.26	\$ 5,204.64	\$ -	\$ 46,511.94	Twp	8/25/1973	384	103	26.82%	\$ 12,475.86	\$ -	\$ 34,036.08	\$ 46,511.94
Warren, William	\$ 31,193.53	\$ 22,768.58	\$ 23,549.72	\$ 15,801.42	\$ -	\$ 82,451.27	City	3/31/1980	305	127	41.64%	\$ 34,315.49	\$ 48,095.73	\$ -	\$ 82,411.22
Wendall, Gregory	\$ 23,263.08	\$ 19,734.96	\$ 20,389.32	\$ 21,172.12	\$ 3,702.60	\$ 88,241.04	Twp	7/9/1979	344	125	36.33%	\$ 32,064.71	\$ -	\$ 56,177.37	\$ 88,241.04
Wendall, Mark	\$ -	\$ -	\$ -	\$ 11,718.54	\$ 6,009.40	\$ 17,727.94	Twp	11/1/1976	426	203	47.65%	\$ 8,447.82	\$ -	\$ 9,280.12	\$ 17,727.94
TOTAL (20)	\$ 362,602.74	\$ 366,994.05	\$ 344,565.17	\$ 301,013.47	\$ 76,757.09	\$ 1,451,932.52	City	7/14/1969	1,985	68	16.03%	\$ 1,423.41	\$ 1,450,509.11	\$ 1,450,509.11	\$ 1,451,932.52
												Allocation of Joint Cost (25%)			
												City % of Joint Cost (25%)			
												\$ 117,204.44			
												Twp % of Joint Cost (75%)			
												\$ 351,613.33			
												\$ 468,817.77			
												Allocation of Joint Cost (25%)			
												City % of Joint Cost (25%)			
												\$ 117,204.44			
												Twp % of Joint Cost (75%)			
												\$ 351,613.33			
												Total Cost to Each Entity			
												\$ 468,817.77			

2nd 4/1/17

Adrian Matthews

Noting provisions provided by Twp

**AGREEMENT REGARDING AMENDED INTERGOVERNMENTAL FIRE
SERVICES AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF
PLYMOUTH AND THE CITY OF PLYMOUTH REGARDING POST
TERMINATION FIRE FIGHTER OPEB COSTS**

THIS AGREEMENT REGARDING AMENDED INTERGOVERNMENTAL FIRE SERVICES AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH AND THE CITY OF PLYMOUTH REGARDING POST-TERMINATION HEALTH CARE COSTS ("Agreement") is made on _____, 2016, ("Effective Date"), by and between THE CHARTER TOWNSHIP OF PLYMOUTH ("Township"), a municipal corporation located in Wayne County, Michigan, and THE CITY OF PLYMOUTH ("City"), a municipal corporation located in Wayne County, Michigan (Township and City are collectively "Parties").

WHEREAS, on November 22, 1994, Township and City executed the Intergovernmental Fire Services Agreement Between The Charter Township of Plymouth and The City of Plymouth ("IGA");

WHEREAS, the IGA consolidated the Parties' fire services into a joint fire service, the Plymouth Community Fire Department ("Joint Fire Department");

WHEREAS, on September 14, 1999, Township and City executed the 1st Modified Intergovernmental Fire Service Agreement Between The Charter Township of Plymouth and The City of Plymouth ("Amended IGA");

WHEREAS, the Amended IGA, *inter alia*, added § 11(e) "Post Termination Health Care/Retirement Benefit Costs," which, in part, provided that the Parties, after termination of the Amended IGA, would continue to split any post termination health care costs and medical benefit costs attributable to service by employees performed under the Amended IGA which the Parties both refer to as "OPEB costs." "OPEB costs" include health and medical benefits and costs such as, by way of example, medical, vision, prescription, and dental benefit premiums and costs, as well as co-pays as authorized by Township contracts or agreements with the individuals covered by this Agreement.

WHEREAS, on October 6, 2010, City gave formal notice to Township that City wished to terminate its participation in the Amended IGA, effective December 31, 2011;

WHEREAS, the Amended IGA ended on December 31, 2011 pursuant to City's October 6, 2010 formal notice;

WHEREAS, after City terminated its participation in the Amended IGA, certain unresolved issues related to City's termination of its participation in the Amended IGA

arose, including firefighter OPEB costs, which is the sole subject of this Agreement;

WHEREAS, the Parties wish to resolve the firefighter OPEB cost issue at this time, while continuing to negotiate resolutions on other Amended IGA issues.

TERMS AND CONDITIONS

ACCORDINGLY, in consideration for the promises and obligations assumed in this Agreement, the receipt and adequacy of which Township and City acknowledge, the Parties agree as follow:

1. **Recitals.** The Parties incorporate the above recitals by reference.

2. **Lump Sum Payment To Township.** In consideration of this Agreement's terms, covenants, and conditions, City agrees to pay Township the sum of THREE HUNDRED THIRTY THOUSAND FIVE HUNDRED FIFTY EIGHT AND 22/100 U.S. DOLLARS (\$330, 558.22) via check, payable to The Charter Township of Plymouth, for OPEB costs paid by Township on behalf of City before December 31, 2015. City shall deliver the check to Township's Treasurer, Ron Edwards or his successor, at 9955 N. Haggerty Rd., Plymouth, Michigan 48170 within thirty (30) days of the execution of this Agreement. Once this sum is paid by City to Township, City is no longer responsible nor liable for any OPEB costs pursuant to the Amended IGA mentioned above up to and through December 31, 2015. This payment shall constitute full and final payment of any money owed by City to Township for OPEB costs related in any way to the IGA or Amended IGA up to and through December 31, 2015. Township represents and agrees that it will not seek nor request any additional payment or money from City for any OPEB costs related to the IGA or Amended IGA prior to January 1, 2016, once the lump sum payment has been made by City to Township pursuant to this section of the Agreement.

3. **City's Payments Toward OPEB Costs After January 1, 2016.**

a. *Agreement To Pay According To Formula.* The Parties acknowledge that OPEB costs have continued and will continue to accrue after December 31, 2015 for the retired firefighters identified in **Exhibit 1** ("Retired Firefighters"), which is incorporated into this Agreement and made part of this Agreement.

City agrees that it shall pay the percentage of OPEB costs for currently retired firefighters as set forth in Exhibit 1, pursuant to the following formula for all costs incurred by Plymouth Township after January 1, 2016 as follows:

$$\left[\frac{\text{Joint Fire Dept. Service Months}}{\text{Total Service Months}} \times 0.25 \right] + \left(\frac{\text{City Fire Dept. Months}}{\text{Total Service Months}} \right)$$

For example, as of the Effective Date, Firefighter James Harr is retired. At retirement Fire Fighter Harr had a total of 342 months of service, which included 155 months of service with the Joint Department Fire Department (45.32% of his total service months) and 187 months exclusively with the Plymouth Township Fire Department (55.68% of his total service months). If, for purpose of this illustration, Mr. Harr's OPEB costs in retirement are \$100 per month, then Township will be 100% responsible for 54.68% of the OPEB costs, which represents Mr. Harr's service exclusively with the Plymouth Township Fire Department, and City and Township are jointly responsible for the remaining 45.32% of the costs, which represents Mr. Harr's service with the Joint Fire Department. Of that 45.32% of the total OPEB costs, which is attributable to Mr. Harr's service with the Joint Fire Department, City shall be responsible for 25% of that 45.32% portion or or \$11.33. Township shall be responsible for the remaining 75% of that 45.32% portion attributed to service with the Joint Fire Department or or \$33.99. Based on the contractual formula stated above and using this \$100 per month hypothetical-cost example, City shall pay Township \$11.33 and the Township shall be responsible for the remaining \$88.67 of retiree Harr's OPEB costs

- b. Township and City stipulate and agree to the Joint Fire Dept. Service Months, Total Service Months, Twp. Fire Dept. Months, City Fire Dept. Months, and OPEB cost percentages contained in Exhibit 1.
- c. *Future Firefighter Retirees.* The Parties acknowledge that OPEB costs will continue to accrue after December 31, 2015, for the non-retired firefighters identified in **Exhibit 2** ("Future Firefighter Retirees"), which is incorporated into this Agreement and made part of this Agreement. No additional individuals shall be added to this agreement other than those set forth in Exhibit 2.

City agrees that it shall pay the percentage of each Future Retiree Firefighter's OPEB costs pursuant to the following formula:

$$\left[\frac{\text{Joint Fire Dept. Service Months}}{\text{Total Service Months}} \times 0.25 \right] + \left(\frac{\text{City Fire Dept. Months}}{\text{Total Service Months}} \right)$$

For example, as of the Effective Date, Firefighter P. Bukis is not yet retired. Bukis was hired into the Joint Fire Department on October 24, 2001, and was reassigned to the Township Fire Department as a result of the City's October 6, 2010, Termination Notice. As a result, Mr. Bukis' service time with the Joint Fire Department is capped at 122 months. If, for illustrative purposes, Bukis retires after twenty-

five years of service on October 24, 2026, from the Township Fire Department, Bukis will have 178 "Twp. Fire Dept. Months" (59.33% of his total service time), 0 "City Fire Dept. Months", and 122 "Joint Fire Dept. Service Months" (40.66% of his total service time). If, for purpose of this illustration, Bukis' monthly OPEB costs after his retirement are \$100 per month, then Township will be 100% responsible for 59.33% of the costs attributable to Bukis' service with the Plymouth Township Fire Department and City and Township are jointly responsible for the remaining 40.66% of the costs attributable to Bukis' service with the Joint Fire Department. Of this 40.66% portion of OPEB costs attributable to service with the Joint Fire Department, City shall be responsible for 25% of this portion, or \$10.17. Township shall be responsible for the remaining 75% of this portion, or \$30.49. Based on the contractual formula stated above, and using this \$100 per month hypothetical cost example, the City shall pay Township 10.17% of Bukis' monthly OPEB costs, i.e., \$10.17, and Township will pay 89.83%, i.e., \$89.83 of the monthly OPEB costs.

As a second example, and using the same hypothetical \$100 monthly OPEB costs, if Firefighter P. Bukis were to retire after 30 years of service on October 24, 2031, from the Plymouth Township Fire Department, Bukis will have 238 "Twp. Fire Dept. Months" (66.11% of his total service time), 0 "City Fire Dept. Months", and 122 "Joint Fire Dept. Service Months" (33.88% of his total service time). Of this 33.88% portion of OPEB costs attributable to service with the Joint Fire Department, City shall be responsible for 25% of this portion, or \$8.47. Township shall be responsible for the remaining 75% of this portion, or \$25.41. Township is 100% responsible for 66.11% of the OPEB costs attributable to Mr. Bukis' service with the Plymouth Township Fire Department. Based on the contractual formula stated above, and using this \$100 per month hypothetical cost example, the City shall pay Township 8.47% of Bukis' monthly OPEB costs, i.e., \$8.47, and Township will pay 91.53% of Bukis' monthly OPEB costs, i.e., \$91.53.

- d. Township and City stipulate that none of the Future Retiree Firefighters ever worked solely for the City before December 31, 2011, and stipulate and agree to the dates of hire and Joint Fire Dept. Service Months contained in Exhibit 2.
- e. *Payment.* After January 1, 2016, every quarter Township shall

present to City a notice of incurred OPEB costs pertaining to the OPEB costs identified in Paragraph 3 of this Agreement for any OPEB costs the Township actually paid minus any set-offs such as co-pays, rebates, or other reimbursements to Township from any source, whether an individual or entity. Township may, at its option, send the notice of incurred costs incurred by USPS first class mail or electronic mail to the City's Manager, Paul Sincock or his successor, at 201 S. Main, Plymouth, Michigan 48170, psincock@ci.plymouth.mi.us.

- f. Within thirty (30) days of the City's receipt of Township's notice of incurred costs, City shall wire the amount contained in the notice of incurred costs to the Township's MERS Retiree Health Funding Vehicle ("Trust"), account number _____. Upon receipt of the funds, City understands and agrees that MERS will promptly release the funds from the Trust to reimburse Township the amount in each notice of incurred costs. City shall have no claim, right, or recourse pertaining to funds City delivers to the Trust. Nothing in this Agreement shall be construed or interpreted to make City a beneficiary, settlor, trustee, or administrator of the Trust.
- g. If there is any dispute as to any incurred costs claimed by Township, then the City shall provide written notice of the specific dispute or disputes, including a description of the disputed cost and name of the affected retiree within (30) days of the City's receipt of Township's notice of incurred costs. The Parties shall meet and cooperate with one another to resolve any disputed cost(s) within the following forty-five (45) days. If the Parties are unable to resolve the specific dispute or disputes within the following forty-five (45) days, the Parties may pursue any other remedy available to the Parties. Any undisputed costs which are not the subject of the written notice shall be paid within the thirty-day (30) period described above in paragraph 3(f).
- h. City shall have a right to audit Township's notice of incurred costs within three months of City's receipt and with thirty days' notice to Township. After Township receives notice of City's request to audit the notice of incurred costs pursuant to this Paragraph, Township shall provide to City all documents supporting the claimed incurred costs, provided that City shall bear the full costs of the audit.

4. **Authority to Bind.** Township Supervisor Shannon G. Price, as signatory for Township, represents and warrants that he has the authority to bind Township to this Agreement, and that he has obtained all necessary approvals from any other governing body, board, entity, or individual necessary to unconditionally bind Township to this Agreement. City Mayor Daniel A. Dwyer, as signatory for City, represents and warrants that he has the

authority to bind City to this Agreement, and that he has obtained all necessary approvals from any other governing body, board, entity, or individual necessary to unconditionally bind City to this Agreement.

5. **Agreement Not Assignable.** The Parties agree that they cannot assign this Agreement. However, nothing in this Paragraph or Agreement shall limit this Agreement from binding the Parties' respective successors.

6. **Indemnification.** City agrees to indemnify and hold harmless Township from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with or related to City's failure to perform pursuant to this Agreement's terms, including, without limitation, claims made by any retirees or governmental entities. For purposes of this Paragraph, "Costs" include, without limitation, all attorney's fees, court costs, penalties, fines, and taxes. Township agrees to indemnify and hold harmless City from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with or related to Township's failure to perform pursuant to this Agreement's terms, including, without limitation, claims made by any retirees or governmental entities.

7. **Costs of Enforcement.** If legal proceedings are commenced to enforce this Agreement's covenants or obligations, the non-prevailing Party in such proceedings shall reimburse the prevailing Party for reasonable attorney fees, costs, and expenses incurred by the prevailing Party in the proceedings. The applicable court or appellate tribunal shall determine the non-prevailing Party.

8. **Parties' Successors.** The Parties agree and understand that this Agreement shall be binding upon and inure to the benefit of their successors, and any successor of either Party shall be deemed substituted for the respective Party under the terms of this Agreement for all purposes.

9. **Effect of Waiving Breach.** Waiver of any breach of any term or provision of this Agreement shall not be construed to be, nor shall be, a waiver of any other breach of any other term or provision of this Agreement.

10. **Entire Agreement.** The Parties may have other agreements, now or later, that involve Amended IGA matters other than firefighter OPEB costs. However, the amount paid by City to Township, as set forth in Paragraph 2 above, shall constitute full and final payment of any amount of money that Township claims City owes to Township for any firefighter OPEB costs through, and including, December 31, 2015. This Agreement constitutes the entire agreement between the parties with respect to OPEB costs for the Retired Firefighters and for Future Retiree Firefighters, and supersedes all other agreements, whether written or oral, respecting firefighter OPEB costs. No other agreement, statement or promise made by either party with respect to firefighter OPEB care costs shall be binding or valid unless amended in writing and signed by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original but all of which together shall constitute

one and the same contract.

11. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but it is the specific intent of the Parties that to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of each Party's respective successors.

13. **Amendments.** This Agreement shall not be modified by either Party by oral representations made before or after the execution of this Agreement, and all amendments to this Agreement must be in writing and signed by the Parties.

14. **Governing Law, Jurisdiction, and Venue.** The Parties agree that Michigan law governs interpretation and enforcement of this Agreement. In an action to enforce this Agreement, the Parties consent to the sole and exclusive jurisdiction and venue of the Wayne County Circuit Court for the State of Michigan and any applicable appellate courts.

ACCORDINGLY, the Parties' duly authorized representatives have signed this Agreement as of the Effective Date.

{Remainder of this page intentionally left blank. Signature pages follow.}

AGREED AND APPROVED:

THE CITY OF PLYMOUTH

DAN A. DWYER,
as Mayor of The City of Plymouth

Dated: _____

STATE OF MICHIGAN)

COUNTY OF _____)

I hereby certify that on _____, 2016 the foregoing Settlement Agreement was produced to me in the above County, and acknowledged before me by Daniel A. Dwyer, Mayor of the City of Plymouth, and acknowledged to be the act and deed of the City of Plymouth.

Subscribed and sworn to before me
this ____ day of _____, 2016.

By: _____, Notary Public
_____ County, State of Michigan
My Commission Expires: _____

AGREED AND APPROVED:

**THE CHARTER TOWNSHIP
OF PLYMOUTH**

SHANNON PRICE

*as Supervisor of the Charter Township
of Plymouth*

Dated: _____

STATE OF MICHIGAN)

COUNTY OF _____)

I hereby certify that on _____, 2016 the foregoing Settlement Agreement was produced to me in the above County, and acknowledged before me by Shannon Price, Supervisor of the Charter Township of Plymouth and acknowledged to be the act and deed of The Charter Township of Plymouth.

Subscribed and sworn to before me
this ____ day of _____, 2016.

By: _____, Notary Public
_____ County, State of Michigan
My Commission Expires: _____

EXHIBIT 1

Firefighter	Total Service Months	Joint Fire Dept. Service Months	City Fire Dept. Service Months	Twp. Fire Dept. Service Months	% of OPEB Costs City Pays Due to Service Months with Joint Fire Dept.	% of OPEB Costs City Pays Due To Service Months With City Fire Dept.	% of OPEB Costs Twp. Pays Due to Service Months with Joint Fire Dept.	% of OPEB Costs Twp. Pays Due To Service Months With Twp. Fire Dept.	Total % of OPEB Costs City Pays	Total % of OPEB Costs Twp. Pays
Belsky, D.	319	11	308	0	0.86%	96.55%	2.59%	0.00%	97.41%	2.59%
Eldridge, D.	336	124	212	0	9.23%	63.10%	27.68%	0.00%	72.32%	27.68%
Mathews, A.	393	63	330	0	4.01%	83.97%	12.02%	0.00%	87.98%	12.02%
Valensky, J.	328	150	178	0	11.43%	54.27%	34.30%	0.00%	65.70%	34.30%
Warren, W.	305	127	178	0	10.41%	58.36%	31.23%	0.00%	68.77%	31.23%
Groth, L.	418	104	0	314	6.22%	0.00%	18.66%	75.12%	6.22%	93.78%
Haar, J.	342	155	0	187	11.33%	0.00%	33.99%	54.68%	11.33%	88.67%
Hahn, D.	323	131	0	192	10.14%	0.00%	30.42%	59.44%	10.14%	89.86%
Honke, F.	428	11	0	417	0.64%	0.00%	1.93%	97.43%	0.64%	99.36%
Jury, J.	301	203	0	98	16.86%	0.00%	50.58%	32.56%	16.86%	83.14%
King, M.	347	178	0	169	12.82%	0.00%	38.47%	48.70%	12.82%	87.18%
Maycock, R.	437	160	0	277	9.15%	0.00%	27.46%	63.39%	9.15%	90.85%
McDurmon, D.	332	140	0	192	10.54%	0.00%	31.63%	57.83%	10.54%	89.46%
Russo, C.	300	203	0	97	16.92%	0.00%	50.75%	32.33%	16.92%	83.08%
Rainey, P.	335	154	0	181	11.49%	0.00%	34.48%	54.03%	11.49%	88.51%
VanVleck, C.	384	103	0	281	6.71%	0.00%	20.12%	73.18%	6.71%	93.29%
Wendel, M.	426	203	0	223	11.91%	0.00%	35.74%	52.35%	11.91%	88.09%
Westfall, G.	344	125	0	219	9.08%	0.00%	27.25%	63.66%	9.08%	90.92%

EXHIBIT 2

Firefighter	Date of Hire	Retirement Date	Total Service Months	Joint Fire Dept. Service Months	City Fire Dept. Service Months	Twp. Fire Dept. Service Months	% of OPEB Costs City Pays Due to Service Months with Joint Fire Dept.	% of OPEB Costs City Pays Due To Service Months With City Fire Dept.	% of OPEB Costs Twp. Pays Due to Service Months with Joint Fire Dept.	% of OPEB Costs Twp. Pays Due To Service Months With Twp. Fire Dept.
Atkins, D.	11/16/1992	TBD	TBD	203	0	TBD	TBD	0.00%	TBD	TBD
Bukis, P.	10/24/2001	TBD	TBD	122	0	TBD	TBD	0.00%	TBD	TBD
Conely, P.	8/20/2001	TBD	TBD	124	0	TBD	TBD	0.00%	TBD	TBD
Conroy, W.	9/2/1995	TBD	TBD	196	0	TBD	TBD	0.00%	TBD	TBD
Fox, D.	12/26/1995	TBD	TBD	192	0	TBD	TBD	0.00%	TBD	TBD
Gross, S.	10/16/1995	TBD	TBD	194	0	TBD	TBD	0.00%	TBD	TBD
Harrell, J.	1/8/1996	TBD	TBD	192	0	TBD	TBD	0.00%	TBD	TBD
Mack, C.	12/29/1995	TBD	TBD	192	0	TBD	TBD	0.00%	TBD	TBD
Mallari, J.	7/14/2003	TBD	TBD	102	0	TBD	TBD	0.00%	TBD	TBD
Mangan, G.	9/12/2005	TBD	TBD	76	0	TBD	TBD	0.00%	TBD	TBD
Mann, C.	8/13/1992	TBD	TBD	203	0	TBD	TBD	0.00%	TBD	TBD
Phillips, D.	9/2/1992	TBD	TBD	203	0	TBD	TBD	0.00%	TBD	TBD
Randall, J.	7/22/2002	TBD	TBD	113	0	TBD	TBD	0.00%	TBD	TBD
Tefend, R.	8/13/1992	TBD	TBD	203	0	TBD	TBD	0.00%	TBD	TBD
Villet, G.	9/14/2005	TBD	TBD	76	0	TBD	TBD	0.00%	TBD	TBD
Jowsey, N.	6/7/1985	TBD	TBD	120	0	TBD	TBD	0.00%	TBD	TBD