

**CHARTER TOWNSHIP OF CHESTERFIELD
REGULAR BOARD MEETING
TO BE HELD AT THE MUNICIPAL OFFICES, 47275 SUGARBUSH RD.
CHESTERFIELD, MI 48047
586-949-0400**

**May 16, 2016
7:00 P.M.**

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE- Anchor Bay High School Junior Air Force ROTC
3. ROLL CALL
4. PRESENTATION:
 - Certificates of Appreciation to Anchor Bay High School Junior Air Force Reserve Officer Training Cadets.
5. **CONSENT AGENDA:** All items under the Consent Agenda are considered routine by the Board and will be enacted in one motion. There is no separate discussion of these items. If discussion of any item(s) is required by a Board Member, it will be removed from the Consent Agenda and considered separately. Public comments on the Consent Agenda items are permitted.
 - A) Approval of the Agenda (with Addendum if necessary).
 - B) Approval of the Minutes of the Regular Board Meeting of May 2, 2016.
 - C) Approval of the Payment of Bills as submitted by the Finance Department.
6. **REGULAR AGENDA:**
 - A) Adopt Ordinance No. 159, repealing Chapter 18, (Businesses) Article IV (Used Car Lot), sections 18-159 through 18-166 and authorize final publication. (**Postponed from the Regular Township Board Meeting of May 2, 2016.**)
 - B) Approve the Supervisor's request to award the Mitel VOIP Telecom Bid to BSB Communications Inc. for a total cost of \$137,779.08.
 - C) Approve a two year Employment Agreement with Assessor Dean Babb.
 - D) Approve the Supervisor's request to repair the roof top solar panels and install snow gems on the Township Municipal building by Electrex Industrial Solutions at a total cost of \$11,750.00.

- E) Approve Arteeza Enterprises Inc.'s request for a Vending License Permit variance for a 30' x 30' tent at 33157 23 Mile Rd. for the sale of fireworks from 10am-10pm June 23, 2016 through July 4, 2016.
- F) Approve the Planning Commission's recommendation for the Palazzolo Brothers, Petition No. 335, to rezone approximately 41 acres located west of Chesterfield Rd. and north of 23 Mile Rd. from R-1-A to R-1-B.
- G) Approve the Planning Commission's recommendation for the Cabela's Conditional Rezoning with Supporting Site Plan, Petition No. 336, for the 10.67 acres in the Chesterfield Towne Center Development.
- H) Approve the Planning Commission's recommendation for the Woodlands, JVC Development, PUD No. 2016-03 for 21 single family residential lots located east of Gratiot and south of 22 Mile Rd.

7. ADDENDUM: (If Necessary)

8. PUBLIC COMMENTS: (Five-Minute Time Limits)

9. BOARD COMMENT:

10. ADJOURNMENT

NEXT REGULAR BOARD MEETING IS MONDAY, JUNE 6, 2016 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY, JUNE 1, 2016. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 949-0400 EXT. 5.

The Charter Township of Chesterfield fully embraces the spirit and letter of the law as it pertains to the American with Disabilities Act. In accordance with the law, any individual who needs accommodation is asked to contact the Clerk's Office during normal business hours at 586-949-0400 ext. 5. To provide appropriate accommodation, the Clerk's Office needs two (2) business days notice prior to the meeting.

POSTED: May 12, 2016

Consent Agenda Item # *B*

PROPOSED MINUTES OF THE REGULAR BOARD MEETING OF THE CHARTER TOWNSHIP OF CHESTERFIELD

May 2, 2016

The meeting was called to order by Supervisor Lovelock at 7:00 pm in the Charter Township of Chesterfield Municipal Offices at 47275 Sugarbush, Chesterfield, MI 48047.

Present: Supervisor Lovelock, Clerk Berry, Treasurer Hartman
Trustees: Anderson, Bell, Joseph, DeMuynck
Also Present: Deputy Clerk Wurmlinger, Township Attorney Seibert

The Pledge of Allegiance was led by Anchor Bay High School Junior Air Force ROTC. **PLEDGE OF ALLEGIANCE**

Motion by Berry, supported by DeMuynck to: **4A)** Approve the Agenda with two addendums. Two presentations by the Police Department to follow consent agenda **4C)** and an update from the Water and Sewer Rate Advisory Board as item **7. 4B)** Approve the Minutes of the April 18, 2016 Regular Board meeting. **4C)** Approve the Payment of Bills as submitted by the Finance Department. **CONSENT AGENDA /APPROVED**

Roll Call Vote:

Ayes: Berry, DeMuynck, Anderson, Joseph, Bell, Hartman, Lovelock

Nays: None

MOTION CARRIED

Police Sergeant Brian McNair introduced Mr. and Mrs. Nagel who donated \$5,000.00 from the Jessica Nagel-Wilson Foundation in memory of their daughter. He also acknowledged a \$2,000.00 donation from the Law Enforcement Education Program. These monies will be dedicated to the Chesterfield Police Honor Guard. **PRESENTATIONS**

Motion by Berry, supported by Lovelock to adopt a proclamation establishing the Charter Township of Chesterfield as a Monarch Butterfly Sanctuary. **MOTION TO ADOPT A MONARCH BUTTERFLY SANCTUARY PROCLAMATION**

Roll Call Vote:

Ayes: Berry, Lovelock, Anderson, Joseph, Bell, DeMuynck, Hartman

Nays: None

MOTION CARRIED

/ADOPTED

Motion by Lovelock, supported by Berry to adopt a proclamation declaring May 8th through May 15th 2016 as Beautification Week in Chesterfield Township. **MOTION TO ADOPT THE BEAUTIFICATION WEEK PROCLAMATION**

Roll Call Vote:

Ayes: Lovelock, Berry, Anderson, Joseph, Bell, DeMuynck, Hartman

Nays: None

MOTION CARRIED

/ADOPTED

Motion by Berry to adopt Ordinance No. 159, repealing Chapter 18, (Businesses) Article IV (Used Car Lot), sections 18-159 through 18-166 and authorize final publication. Motion failed for lack of support.

**MOTION TO ADOPT
ORD. NO. 159/FAILED**

Motion by Lovelock, supported by Hartman to postpone to the May 16, 2016 Regular Board meeting adoption of Ordinance No. 159, repealing Chapter 18, (Businesses) Article IV (Used Car Lot), sections 18-159 through 18-166 and authorize final publication.

**MOTION TO
POSTPONE
ADOPTION OF ORD.
NO. 159/APPROVED**

Roll Call Vote:

Ayes: Lovelock, Berry, Anderson, Joseph, Bell, DeMuyneck, Hartman
Nays: None
MOTION CARRIED

Motion by Lovelock, supported by Joseph to approve the Planning Commission's recommendation to grant a Special Land Use, No. 2016-02, for a chemical addition station and underground tanks located on the southwest corner of 21 Mile Rd. and Sugarbush Rd. for Giffels Webster and subject to negotiating an acceptable Sewer Connection Agreement with the Macomb County Waste Water Disposal District addressing worker safety, repair of township sewer damaged by chemicals, cleaning and televising sewer downstream connection and any other issues raised by the Chesterfield Township Department of Public Works, The township's engineering firm and the Macomb County Waste Water Disposal District.

**MOTION TO APPROVE
THE PLANNING
COMMISSION'S
RECOMMENDATION
FOR A SPECIAL LAND
USE FOR GIFFELS
WEBSTER/APPROVED**

Roll Call Vote:

Ayes: Lovelock, Joseph, Anderson, Bell, DeMuyneck, Hartman, Berry
Nays: None
MOTION CARRIED

Motion by Joseph, supported by Hartman to approve Motor City Fireworks' request for a Vending License Permit variance for a 30' x 40' tent at 29500 23 Mile Rd. for the sale of fireworks from 10am-10pm June 25, 2016 through July 6, 2016.

**MOTION TO APPROVE
VENDING LICENSE
VARIANCE FOR
MOTOR CITY
FIREWORKS AT 29500
23 MILE
RD./APPROVED**

Roll Call Vote:

Ayes: Joseph, Hartman, Bell, Lovelock, Berry
Nays: Anderson, DeMuyneck
MOTION CARRIED

Motion by Berry, supported by Hartman to approve Motor City Fireworks' request for a Vending License Permit variance for a 10' x 40' tent at 45690 Gratiot for the sale of fireworks from 10am-10pm June 25, 2016 through July 6, 2016.

**MOTION TO APPROVE
VENDING LICENSE
VARIANCE FOR
MOTOR CITY
FIREWORKS' AT
45690 GRATIOT
AVE./APPROVED**

Roll Call Vote:

Ayes: Berry, Hartman, Joseph, Bell, Lovelock
Nays: Anderson, DeMuyneck
MOTION CARRIED

Motion by Berry, supported by Joseph to approve Phantom Fireworks' request for a Vending License Permit variance for a 40' x 40' tent at 45500 Marketplace Blvd. for the sale of fireworks from 10am-10pm, June 24, 2016 through July 5, 2016.

Roll Call Vote:

Ayes: Berry, Joseph, Bell, Hartman, Lovelock

Nays: Anderson, DeMuynck

MOTION CARRIED

**MOTION TO APPROVE
VENDING LICENSE
VARIANCE FOR
PHANTOM
FIREWORKS AT 45500
MARKET PLACE
BLVD./APPROVED**

Motion by Lovelock, supported by Hartman to approve a request from the Macomb Intermediate School District (MISD) for a Right-of-Way Telecommunications Permit and authorize the Township Attorney to make necessary modifications and forward to the MISD and Metro Authority.

Roll Call Vote:

Ayes: Lovelock, Hartman, Anderson, Joseph, Bell, DeMuynck, Berry

Nays: None

MOTION CARRIED

**MOTION TO APPROVE
THE MISD RIGHT-OF-
WAY TELE-
COMMUNICATIONS
PERMIT/APPROVED**

Motion by Lovelock, supported by Hartman to approve the DTE Street Lighting project along Gratiot Ave. from Market Place Blvd. to 23 Mile Rd. at a total cost of \$88,147.89 with the total amount to be reimbursed upon completion from the Suburban Mobility Authority for Regional Transportation (SMART) Community Credits and authorize the Supervisor to sign agreement.

Roll Call Vote:

Ayes: Lovelock, Hartman, Anderson, Joseph, DeMuynck, Bell, Berry

Nays: None

MOTION CARRIED

**MOTION TO APPROVE
THE STREET
LIGHTING PROJECT
ALONG GRATIOT
AVE. FROM MARKET
PLACE BLVD. TO 23
MILE RD./APPROVED**

Trustee Joseph gave an oral report on the past accomplishments of the Water and Sewer Rates Advisory Board and highlighted future goals. Advisory Board Members Paul Lafata, Shanesse Bennett and Rick Boyland also made comments regarding future goals.

**WATER AND SEWER
RATES ADVISORY
BOARD REPORT**

Joe Miller, Joe Katich and Tracy Antrikin addressed the board.

PUBLIC COMMENTS

Motion by Lovelock, supported by Anderson to enter into closed session at 8:14pm to consult with the Township Attorney regarding trial or settlement strategy in connection with pending litigation –Aldea v. Charter Township of Chesterfield, Macomb County Circuit Court Docket No. 2016-000323-AA, pursuant to Section 8(e) of the Open Meetings Act.

Roll Call Vote:

Ayes: Lovelock, Anderson, Joseph, DeMuynck, Bell, Hartman, Berry

Nays: None

MOTION CARRIED

**MOTION TO ENTER
INTO CLOSED
SESSION REGARDING
ALDEA V. THE
TOWNSHIP
/APPROVED**

Motion by Lovelock, supported by DeMuynck to return to open session at 8:20pm. **MOTION TO RETURN TO OPEN SESSION**

Roll Call Vote:

Ayes: Lovelock, Anderson, Joseph, DeMuynck, Bell, Hartman, Berry

Nays: None

MOTION CARRIED

No action was taken regarding closed session item.

Motion by Joseph, supported by DeMuynck to approve closed session minutes of March 16, 2016. **MOTION TO APPROVE CLOSED SESSION**

Roll Call Vote:

Ayes: Joseph, DeMuynck, Anderson, Bell, Hartman, Lovelock, Berry

Nays: None

MOTION CARRIED

MINUTES FROM

3/16/16

MINUTES/APPROVED

Motion by Lovelock, supported by Anderson to adjourn the meeting at 8:21pm. **ADJOURNMENT**

Ayes: All

Nays: None

Cindy Berry, Clerk

Michael Lovelock, Supervisor



Agenda Item # *B*

May 11, 2016

Charter Township of Chesterfield Board
47275 Sugarbush Road
Chesterfield, MI 48047

Re: Mitel VOIP Telecom Bid

Dear Board Members:

The Township received two bids for the Telecom bid project which were analyzed thoroughly by the Telecom committee to insure that the bids met the needs of every department and would be the best solution for the Township. Based on the thorough analysis the Telecom committee made up of the Township Supervisor, representatives from the General offices, the Fire Department, the Police Department, and the DPW would like to ask for the Township Board approval to award the bid for the Mitel VoIP system to BSB Communications Inc.

We are asking for the Township Boards approval for the following:

1. Contract price for the Installation including hardware, labor, software and materials and one year of Software assurance for \$112,279.08.
2. In addition, the committee would like to ask for the Boards approval for 50 hours of post-cut support time for \$5500.00
3. A contingency of \$20,000.00 for any variables and unforeseen costs that the Township made incur during this project.

Thank you for your consideration and if you should have any questions or concerns please let us know.

Sincerely,

Mike Lovelock,
Charter Township of Chesterfield Supervisor



TOTAL 137,779.08



Memorandum

19700 Blossom Lane
Grosse Pointe, MI 48236
313-882-2249
www.gg-mi.com

To: Ellen Clark

From: Garrett Myers

Date: 10 May 2016

Re: Telecom purchase recommendations

Based on thorough analysis and planning for a comprehensive new telecom / unified communications system for all Chesterfield Township departments, followed by a competitive bid process and objective evaluation, it is the telecom committees recommendation to contract with BSB Communications to install the new phone system.

Contract price for installation including hardware, labor, software and materials and one year of Software Assurance is \$112,279.08.

In addition, the committee recommends that the Township contract with BSB for 50 hours of post-cut-over support time at \$5,500.00 for one year.

The purchase order / contract should reference BSB's Installation Agreement and their proposal dated 25 April 2016

There are some variables that can not be pre-determined until the implementation planning and activity is underway including interfacing with the new 9-1-1 PSAP system, Police Department recording configuration and EOC switch-over process clarification. As part of the upgrade process, a fax-server will be purchased and implemented. Additionally, there may be some facilities costs to prepare the phone and server rooms and cabling for the new phone system. Therefore, I recommend that a contingency budget of \$20,000 also be approved.

Garrett Myers

INSTALLATION AGREEMENT

BSB Communications Inc

Page 1 of 16

Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
Install Address : 47275 Sugarbush Road, Chesterfield, MI 48047	Install Date	Approx 30 Days

TERMS AND CONDITIONS

BSB Communications Inc, 41150 Technology Park Dr, Ste 101, Sterling Heights, MI 48314 hereinafter referred to as **BSB**, agrees to provide Charter Township of Chesterfield, hereinafter referred to as **Chesterfield Twp**, the items and services as described in "SCHEDULE A", dated 5/10/2016 as well as any following schedule(s) or documents attached to and made part of this agreement. Both parties shall initial any schedule(s) or document(s) attached as part of this agreement

The following terms and conditions shall apply:

- a) Title of the system shall be retained by BSB until payment in full is received.
- b) Chesterfield Twp agrees to provide ready access to the site at reasonable hours.
- c) Chesterfield Twp agrees to provide required heat, air conditioning, light and power during and after the installation.
- d) Chesterfield Twp agrees to provide a suitable location for the installation of the equipment.
- e) Chesterfield Twp shall be responsible for providing approved raceway if required.
- f) Chesterfield Twp shall be responsible for obtaining any permits required by the City, Township, County, State or any other agency, necessary for the installation of the cabling or equipment covered under this agreement.
- g) Chesterfield Twp agrees to provide the information necessary to complete the installation and programming of the system as specified in this agreement. This shall include, but not be limited to; Keysheet Information, Carrier Information, required IP addresses, or other reasonable information requested by BSB or its agents.
- h) BSB, at the request of Chesterfield Twp, will place orders for carrier services and act as Chesterfield Twp's agent. BSB assumes no responsibility for the performance of the carrier(s) or the ability of the carrier(s) to deliver the requested services.
- i) BSB shall not be responsible for any equipment or services provided by Chesterfield Twp. This includes, but is not limited to, voice cabling, data cabling, data switches, routers, Wide Area Connections (WAN) or carrier services. In the event BSB is requested to service any equipment or services provided by Chesterfield Twp, BSB will bill Chesterfield Twp for labor or equipment at the current rate.
- j) Systems that are networked using Voice over Internet Protocol (VoIP) are subject to testing by BSB and successful results of the testing. In the event the networking connection(s) require additional equipment, programming or other services not covered by this agreement, the additional labor and equipment shall be billed at the current rate.
- k) Possible performance degradation on the public Internet. If connected to the public Internet, IP devices will function, but voice quality may suffer due to dynamic bandwidth availability. Possible undesirable consequences include voice quality degradation, garbled speech, dropped calls, equipment resets, etc. Also, the VoIP suitability of any Internet connection can change at any time without advance notice. BSB cannot guarantee satisfactory voice quality if this equipment is operated through the public Internet. Therefore, BSB will bear no responsibility for network quality issues that are caused by using this product through the public Internet.
- l) Chesterfield Twp agrees to the terms of payment as set forth below. Cutover is defined as the point in time that the system is connected to the public network and both internal and external communications are established, all the equipment listed in the schedules is onsite and working and any major problems have been resolved. In the event there are minor problems or items not required for normal operation are not installed, Chesterfield Twp may retain ten percent of the balance until said issues are resolved. In the case of a third party lease, the leasing company's terms and conditions apply.

Any additions or credits to this agreement will be made through change orders and the cost will be adjusted accordingly.

This installation agreement constitutes the entire understanding of the parties and no other understanding, collateral or otherwise shall be binding unless in writing, attached to this agreement and signed by both parties.

Cash Purchase Price :	\$112,279.08	Sales Tax NOT Included	
Equipment :	\$85,836.58		
Labor :	\$26,442.50		
Sales Tax :	\$0.00		
Terms of Payment :	\$56,139.54	50%	Upon Execution of this Agreement
	\$44,911.63	40%	At Cutover
	\$11,227.91	10%	Upon Completion

X

Accepted by BSB Communications, Inc.

Dated : X

X

Chesterfield Twp Authorized Signature

Dated : X



May 10, 2016

Ms. Ellen Clark
Deputy Treasure
Charter Township of Chesterfield
47275 Sugarbush Road
Chesterfield, MI 48047

Dear Ms. Clark,

Attached please find the final Installation Agreement for the Charter Township of Chesterfield's new VoIP communications system.

The final price includes:

- One Year of Warranty on all equipment.
- One Year of Mitel Software Assurance and Support.
- Mitel discount of \$19,420.00 as opposed to the original discount of \$17,896.00 to offset the cost of Software Assurance and Support (SWAS).

We will provide a separate quote for a 50 hour block of time the Township can use for ongoing labor, programming, software upgrades, and training.

If you have any questions, contact me.

Thank you for selecting BSB Communications, Inc. and Mitel. We look forward to continuing our relationship.

Very Sincerely,

Chuck Nutting
Sales Engineer

INSTALLATION AGREEMENT

BSB Communications Inc

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Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
Install Address : 47275 Sugarbush Road, Chesterfield, MI 48047	Install Date	Approx 30 Days

SCHEDULE A

Pricing excludes taxes and is valid until 6/9/2016.

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
1	54001627	NPM IP-Record-a-Call
1	54004571	MiVoice Border Gateway Base
1	54005968	MiVBus Enterprise SW for 3300 (no users)
1	54005330	Enterprise License Group
1	54005968	MiVBus Enterprise SW for 3300 (no users)
1	50006266	3300 CX(i) 8G SATA SSD
1	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
1	50006266	3300 CX(i) 8G SATA SSD
2	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
1	50006266	3300 CX(i) 8G SATA SSD
2	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
1	50006266	3300 CX(i) 8G SATA SSD
1	50006271	Power Cord Pack (Qty 1)
1	52002547	3300 CX Analog Survivable Branch Office
1	50006268	3300 MXe III Controller SATA SSD
1	50006271	Power Cord Pack (Qty 1)
1	50006731	3300 MXe III w/ 1GB RAM Controller
3	50001754	5485 IP Paging Unit
1	50006268	3300 MXe III Controller SATA SSD
1	50006271	Power Cord Pack (Qty 1)
1	50006731	3300 MXe III w/ 1GB RAM Controller
1	54000297	MiVoice Business Mailbox License
1	54000297	MiVoice Business Mailbox License
1	54000297	MiVoice Business Mailbox License
1	54000297	MiVoice Business Mailbox License
5	54002390	MiVoice Business SIP Trunk License
3	54005400	MiVoice Business SIP Trunks x10
1	54005064	MiVoice Business Active Directory Lic
1	54000297	MiVoice Business Mailbox License
5	54002390	MiVoice Business SIP Trunk License
3	54005400	MiVoice Business SIP Trunks x10
35	54004491	SIP Trunking Channel Proxy
4	54004981	MiVoice Business License -App Connection
1	54005064	MiVoice Business Active Directory Lic
1	54000297	MiVoice Business Mailbox License
1	54002390	MiVoice Business SIP Trunk License
4	54005400	MiVoice Business SIP Trunks x10
54	54004975	MiVoice Business License - Enterprise User
35	54004491	SIP Trunking Channel Proxy
2	E-30-EWP	Handsfree Speaker Phone with Dialer
3	50005300	PKM Power Supply / Wall Unit

Chesterfield Twp Initial : X

BSB Initial : X

INSTALLATION AGREEMENT

BSB Communications Inc

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Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
Install Address : 47275 Sugarbush Road, Chesterfield, MI 48047	Install Date	Approx 30 Days

SCHEDULE A

Qty	Part Number	Description
1	50005663	5302/5304 IP Phone Wall Mount Kit (Qty 16)
25	50006478	Model 5340e GB - Full LCD IP Tel (Bklit)
4	50006580	MiVoice Conference Unit (UC360, Audio + In Room Collaboration)
113	50006634	Model 5320e GB - Full LCD IP Tel (Bklit)
7	51005172	C7 Power Cord with NA Plug Type
12	51011571	Model 5304 - 2 Line LCD IP Tel (Backlit)
4	51301151	Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8
1	52002722	MiCollab 3.0 Server Appliance MiVoice Business NA
1	54005380	MiCClient Licnse - Peering Adv Server
4	54006696	MiCollab AWV Platform Web/Audio Lic x1
1	54005380	MiCClient Licnse - Peering Adv Server
1	54005442	MiCollab Virtual Appliance
1	54005611	MiCollab NPUM MiVoice Business Mailbox Licenses x50
4	54006699	MiCollab AWV Platform HD Codec License
28	54006539	UCC v4.0 Entry User for Enterprise x1
1	54006540	UCC v4.0 Entry User for Enterprise x50
25	54006542	UCC v4.0 Standard User for Enterprise x1
1	52002854	MiVoice Call Recording VoIP Win 7 Server x 20
1	54006180	MiVoice Call Recording MiTAI Single License x1
1	54006181	MiVoice Call Recording Multi MiTAI License x1
1	53003653	1CallRecording Rmt Installation Service
1	50006619	StreamLine - 8 port w Dongles x2
1	50006644	Mitel StreamLine Dongle II - 6 pack
1	50006619	StreamLine - 8 port w Dongles x2
1	54006793	WG/CC System Administrator x1
1	54006796	MiVoice Call Accounting Starter Pack
4	54006797	MiVoice Call Accounting Extension x50
1	1022926924427.1-66033506	PowerEdge R220 No OS - MBG
1	54005195	SWA MiVoice Business Base (16 users)
1	54005195	SWA MiVoice Business Base (16 users)
1	54005195	SWA MiVoice Business Base (16 users)
1	54005195	SWA MiVoice Business Base (16 users)
408	54006933	CC Standard Software Assurance
1	54005220	SWA MBG Base
1	54006285	Standard Software Assurance Call Recording Base+30
1	54005195	SWA MiVoice Business Base (16 users)
35	54005219	SWA MBG SIP Connect
1	54005222	SWA MAS Base
1	54005195	SWA MiVoice Business Base (16 users)
54	54005197	SWA MiVoice Business User
35	54005219	SWA MBG SIP Connect
1	54005222	SWA MAS Base
50	54005223	SWA MAS NPM Mailbox
4	54005229	SWA MAS AWC Audio Port
4	54005230	SWA MAS AWC Web Port
1	54005419	STD SWAS Designated License Manager

Chesterfield Twp Initial : X

BSB Initial : X

INSTALLATION AGREEMENT

BSB Communications Inc

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Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
Install Address : 47275 Sugarbush Road, Chesterfield, MI 48047	Install Date	Approx 30 Days

SCHEDULE A

Qty	Part Number	Description	
78	54005992	Std SW Assurance UCC Entry	
25	54005993	Std SW Assurance UCC Stnd * (1) Year Standard Software Assurance Network application design Tone and Test Network Design 3300 ICP Design Plan 1	
2	VE-5X5	Black Surface Mount Box for E-30,	
1	PF-6	Power Fail Switch	
1	SMX2000LV	APC Smart-UPS X 2000 Rack/Tower LCD	
1	SMT1000RM2U	SMART-UPS 1000VA LCD RM 120V	
3	SMT750RM2U	SMART-UPS 750VA LCD RM 120V	
6	P630SR1GJ8	Wall Mount Plate, RJ45	
600	496422	4PR Cat5e Plenum Cable (Feet) (Blue)	
EQUIPMENT SUB-TOTAL			\$86,961.58
81.5	Labor-Misc	Controller, MiCollab, MBG Install and Programming	
82	Labor Misc	Phone Installation	
18	Labor Misc	Project Management	
13	Labor Misc	End User Training	
4	Labor Misc	Admin Training	
24	Labor Misc	E911 Console Integration	
32	Labor Misc	Cable Abatement & MDF Equip Removal (Contractor retains Cable)	
8	Labor Misc	Data Network Testing (WAN and LAN)	
9	Labor Misc	Cabling	
1	PartsWrty	1 Year Standard Parts Warranty	
1	Support24X7	1 Year (24x7) Labor Support	
SERVICES SUB-TOTAL			\$25,317.50

P: SDA_Chesterfield Twp_NJPA RFP_3326041667_v3

About this Statement of Work

This Statement of Work (SOW) outlines the services and deliverables that BSB Communications Inc. (hereafter referred to as BSB) will provide to Charter Township of Chesterfield (hereafter referred to as Chesterfield Twp) when implementing the product(s) as detailed below. In addition, this SOW outlines the roles and responsibilities of BSB and Chesterfield Twp during the implementation and the key dependencies upon which this SOW is based.

During the implementation process, BSB will work closely with Chesterfield Twp on a consultative basis to optimize the success of the implementation. Any requested changes to this SOW will be accommodated according to the change management process outlined below.

Provision of the services and deliverables in this SOW is designed to properly configure the product(s) according to manufacturer specifications. In addition, all work performed under this SOW will comply with manufacturer-recommended implementation procedures.

Chesterfield Twp Initial : **X**

BSB Initial : **X**

INSTALLATION AGREEMENT

BSB Communications Inc

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Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
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SCHEDULE A

Description of Services and Deliverables

Outlined below is a complete description of all services that will be provided by BSB. Certified engineers will perform all work according to established implementation procedures and guidelines. Prior to the completion of work, BSB will perform standard test procedures to confirm operability of equipment according to manufacturer-published specifications.

3300 ICP Base System Implementation

- Position and build Main Distribution Frame (MDF) according to configuration and prepare for switch wire-out; locate Network Service Provider demarcation point for wire-out; mount connecting blocks and run 25-pair cables; punch down, designate and cross-connect cables
- Mount the 3300 Controller in the 19-inch rack; connect Chesterfield Twp provided AC power to the 3300 Controllers; configure controller with IP addresses provided by Chesterfield Twp; after programming is complete, connect the 3300 Controller to the LAN via a cross-over Ethernet LAN cable
- Prepare telephone designations based on device licenses and Design Plan purchased per Schedule of Equipment
- Cross-connect and/or patch all desktop devices as detailed in Schedule of Equipment and Services

Communications System Design Plan 1

- 1 two-hour design meeting with Chesterfield Twp designated contact for database collection
- Design and program system level forms; enter station data as defined by Chesterfield Twp*
- Up to 2 defined Classes of Service (COS)
- 1 standard COS for each of: console, modem/fax, voicemail and voicemail messaging ports
- Up to 2 defined Classes of Restriction (COR)
- All stations will be call rerouted to a single answer point such as voice mail
- Up to 10 defined Pick Up Groups
- Up to 2 defined Hunt Groups
- Multiline sets include prime line only

* Chesterfield Twp must complete the Station/Voice Mailbox Information Design Forms as explained during the design meeting.

Voicemail Design Plan 1

- Enable Voicemail option and mailbox licenses as defined in Schedule of Equipment and Services
- Chesterfield Twp is responsible for configuration and programming of voicemail Automated Attendant and mailboxes as required

Chesterfield Twp Initial : X

BSB Initial : X

INSTALLATION AGREEMENT

BSB Communications Inc

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Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
Install Address : 47275 Sugarbush Road, Chesterfield, MI 48047	Install Date	Approx 30 Days

SCHEDULE A

Tone and Test

- Tone station end of the existing station cable, identify and label in the communications room for cross-connection purposes
- Create detailed cable plan record of MDF only (PBX to distribution cable pair)

Set Placement

- All desktop devices will be unpacked, placed, labeled and connected as per Chesterfield Twp provided floor plan and tested during Chesterfield Twp's regular business hours unless an "overtime" option is purchased
- Desktop devices include IP telephones and appliances, analogue and digital telephone sets, Superconsole 1000, digital datasets, conference units and PKMs

Implementation

Scheduling

BSB will schedule this project upon acceptance of this SOW and the Installation Agreement's Terms and Conditions for the services defined herein. BSB resources will be assigned and scheduled based on availability, provided that Chesterfield Twp is located within a service coverage area of a BSB local Operations Center. Additional charges, outlined in the Schedule of Equipment and Services, apply when Chesterfield Twp is located outside these areas. A kick-off meeting will be held with the implementation team and Chesterfield Twp-designated representatives. During this meeting critical implementation milestones will be discussed and agreed upon. Assigned Project Manager is responsible for maintaining the master project schedule.

Performance of Work

BSB will install the proposed product solution as listed in the Schedule of Equipment and Services below. Implementation services will be performed in a professional workmanlike manner consistent with manufacturer-published specifications and practices.

Cut-Over

Implementation by BSB shall include one (1) single continuous phase, unless a "multi-phased" implementation (purchasable option) is requested by Chesterfield Twp. In the event a multi-phased cutover is requested, additional charges may apply. All implementation activities up to the evening of cutover will be performed during regular business hours (8 a.m. to 5 p.m. local time at the Site).

Removal of Existing Equipment and Infrastructure

Removal, disposal and cleanup of all existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.) is not included, unless otherwise stated. Removal of existing equipment and infrastructure will require a separate quote, which can be provided at the customer's request.

Site Preparation: 3300 ICP

The successful implementation of the proposed equipment is dependent on the assumptions and expectations of the site preparation activities listed below. This Statement of Work assumes that Chesterfield Twp will undertake site preparations and meet network specifications as detailed below, and that the manufacturer's published environmental specifications will be met prior to the scheduled start of implementation. BSB may, at the request of Chesterfield Twp, provide many of these site preparation services.

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BSB Initial : X

INSTALLATION AGREEMENT

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SCHEDULE A

In this case, BSB will document the requested change in the scope of work, and if applicable, any impact on the implementation schedule and/or pricing.

Site preparation activities include the following:

1. BSB will receive a detailed topology diagram that includes the internetworking of equipment and clients/servers that will be impacted by the implementation of the 3300 ICP.
2. Chesterfield Twp will work with BSB to identify the location of the equipment to be placed in the communications room. Sufficient space will be provided for the physical installation of the 3300 ICP, NSU, ASU and other related peripherals of the 3300 ICP product family; 2U of rack space for each device shall be made available in a standard 19" rack. To allow for serviceability access, there should be a minimum of 30" between the rear of equipment cabinet or rack and the wall. The cabinet or rack should be located no more than 50 feet from the main distribution frame (MDF).
3. In the event that new network services will be provided by a third party (such as additional trunks, wide area network connectivity, etc.), such services shall be tested and running prior to the implementation of the 3300 ICP.
4. Installation of Ethernet cabling will be complete. This cabling will follow industry standard (EIA-T568B) CAT 5 requirements, with one end terminating at an Ethernet switch (or EIA-T568B CAT 5 patch panel) and the other end terminating at a drop location that is within 10 feet (3 meters) of the location of the IP telephony devices. If patch panels are used, they must be located within 20 feet (6 meters) of the Ethernet switches and optional 802.1af compliant inline power devices. Chesterfield Twp will provide any additional CAT 5 patch cables required to connect additional Chesterfield Twp provided IP devices (i.e. PCs) to the IP telephony devices. Testing to ensure working condition of all installed CAT 5 cabling will be complete.
5. In the event that there is an insufficient number of CAT 5 cables to each location where it is desired that an IP telephony device be connected, Chesterfield Twp will ensure that changes are made to the cable infrastructure to support the IP telephony devices. This requirement also applies to any other IP devices that Chesterfield Twp desires to connect to the data network. This requirement can be met through additional cable runs to the Chesterfield Twp locations, wireless networking technology or any other technology which facilitates the connection of purely data oriented devices.
6. CAT 5 patch cables in sufficient number and length, which are required to complete connections between patch panels and Chesterfield Twp provided equipment, will be provided by Chesterfield Twp. A minimum number of patch cables equal to the number of installed IP telephony devices and of sufficient length to reach from the patch panel to the Ethernet switch are required.
7. To ensure the success of implementation, Chesterfield Twp will not schedule installation and testing of the 3300 ICP during the following periods:
 - When the Chesterfield Twp's designated IT personnel are not available
 - When other installations that will impact the LAN are scheduled
 - When the office environment is not conducive to such activities (office construction, moving or expansions, etc.)

Network specifications are provided as follows:

1. The 3300 ICP requires an Ethernet switch or switches with sufficient port capacity to support all of the 3300 ICP telephony devices plus an additional port to support connection to the 3300 ICP. Each Ethernet switch must meet the following minimum requirements:
 - Each port is capable of auto-negotiating to 100mb/s operating at full duplex.
 - The switch supports 802.1Q (VLAN tagging) and 802.1p (priority specification) protocols.
 - The switch is 802.1p/Q compliant and can be interconnected by a method that meets the manufacturer's specifications. This interconnection of Ethernet switches may take the form of 802.1p/Q VLAN trunking and must conform to the IEEE 802.1Q standard or another trunking method which ensures that VLAN and priority information remains intact and unchanged as it moves from one Ethernet switch to another.

Chesterfield Twp Initial : X

BSB Initial : X

INSTALLATION AGREEMENT

BSB Communications Inc

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Customer Name : Charter Township of Chesterfield	Date	05/10/2016
Current Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
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SCHEDULE A

- Interconnection of various VLANS requires a physical Ethernet port on a router or a virtual Ethernet interface on an 802.1p/Q trunk, or proprietary trunk, for every VLAN, which requires connectivity to other VLAN devices. Configuration of router ports--virtual or physical--is the responsibility of Chesterfield Twp.
2. Both DHCP and TFTP services are required for the successful implementation. The 3300 ICP is configured by default to support these services. In the event that Chesterfield Twp chooses to provide either or both of these services from an external source, Chesterfield Twp will be responsible for implementation of any configuration changes required by BSB to ensure the correct operation of the 3300 ICP.
 3. The installation of dual port IP telephony devices requires the configuration of at least two VLANS. A default VLAN for untagged Ethernet frames is required to support the initial boot of the telephone. A second, distinct VLAN is required to support the voice virtual network. This VLAN number and associated priority will be distinct and separate from any VLAN and priority numbers configured to support data oriented devices. In large deployments, it is possible that more than one VLAN will need to be configured to support all of the voice virtual networks. It will be the responsibility of Chesterfield Twp to implement and test the IP architecture required to support multiple VLANS. Chesterfield Twp must also assign IP addresses required for the IP telephony devices and provide the same to BSB.

Key Dependencies

The scope, pricing and successful completion of this statement of work is dependent on the key assumptions and expectations listed below. Please review these assumptions carefully and validate their accuracy. Should these assumptions and expectations require modification, BSB will endeavor to accommodate such modifications by revising the SOW or issuing a Change Order that documents the requested change and, if applicable, any impact on pricing.

Designated Point of Contact

Chesterfield Twp will assign a designated single point of contact to work with BSB for the duration of the implementation. Chesterfield Twp will ensure that during the period of implementation, Information Technology (IT) / Telecom resources responsible for key LAN/WAN/Telephony configurations will be available to work with BSB. It is assumed that the assigned contact will have the authority to make decisions regarding implementation activities in a timely manner.

Facilities

Chesterfield Twp will provide full access to all of Chesterfield Twp's premises as needed by BSB to perform its responsibilities under this SOW. Any refusal of access shall relieve BSB of its performance obligations and the implementation schedule shall be revised to reflect the delay. Chesterfield Twp will also provide a suitable work area for BSB personnel.

General Building Specifications

Chesterfield Twp will be responsible for any additional costs that may be incurred for the supply and installation of any infrastructure that is required for the installation of cable as necessary for this implementation; this infrastructure includes but is not limited to conduits, floor ducts, overhead troughs, floor access, drilling holes, monuments, moving equipment and furniture, etc. It is assumed that any existing cable ducts, troughs and/or conduits have sufficient space remaining to install new cabling as required for this implementation.

Chesterfield Twp must identify asbestos contaminated areas prior to implementation. If BSB discovers previously unknown asbestos contaminated areas during the implementation, BSB will stop all work in this area until the asbestos is removed or the area is made safe for work to continue. BSB shall not be held responsible for the delay caused as a result of asbestos contamination. Chesterfield Twp is responsible for the removal of asbestos and/or the coordination of and all costs associated with sourcing a company that specializes in installing cable in asbestos contaminated areas.

Chesterfield Twp Initial : X

BSB Initial : X

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SCHEDULE A

Power and Environmental

Chesterfield Twp must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements. Chesterfield Twp will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications. Chesterfield Twp will assume responsibility for the cost to supply and install any infrastructure required to accommodate these published power and environmental specifications. BSB recommends the installation of a UPS providing 60 minutes of standby power. Installation of power conditioning/surge suppression devices for all equipment is highly recommended.

Cable Plant and Cross Connect Records

Chesterfield Twp's existing cable plant should conform to the EIA-T568B or UL/CSA standards and follow accepted wiring practices. Failure of the cable plant to meet the minimum acceptable requirements may result in a delayed cutover and/or additional expense. Chesterfield Twp will provide BSB with a complete set of up-to-date cable records. Should these cable records be inaccurate or unavailable, BSB may require the purchase of cable "Tone & Testing." Current cable plant and cross connect records will be generated from the tone and testing procedure.

Network Services Verification & Liaison

Chesterfield Twp will assume responsibility for all Network Service Provider liaison activities, including the ordering and delivery coordination of network services, unless otherwise stated. Chesterfield Twp will provide BSB with accurate Network Service Provider records identifying all existing network services and any new network services that are being ordered, including the expected delivery date(s) of the new services. The delivery date of new network services will be mutually agreed by BSB, the Network Services Provider and Chesterfield Twp, and this date will be documented as a milestone in the master project schedule. In the event that the Network Service Provider documentation given to BSB proves to be inaccurate or unavailable, all BSB labor required to verify and document the existing network services and/or coordinate the delivery of new services with the Chesterfield Twp's Network Service Provider(s) is subject to an additional charge. Alternatively, BSB can provide Chesterfield Twp with an additional quote for Network Service Provider "Audit, Verification and Liaison" services.

Floor Plans

If available, Chesterfield Twp will provide BSB with two copies of current floor plans that identify the placement of all desktop devices, voice mailbox users and PCs. These floor plans should be signed to indicate their completeness and accuracy. If Chesterfield Twp requests generation of required floor plans by BSB, a Change Order for additional labor will be required.

Equipment Delivery & Inventory Acceptance Process

BSB will coordinate equipment delivery with Chesterfield Twp based on a mutually agreed delivery schedule. At the time of delivery, both BSB and Chesterfield Twp will inspect and inventory the equipment. To facilitate generation of this equipment inventory, BSB will provide a Notice of Equipment Delivery (NED) form. Upon completion of the inventory, both the designated contact of BSB and the designated contact of Chesterfield Twp will confirm receipt of the equipment by signing the NED form.

Chesterfield Twp should be aware that equipment may be delivered to the site in stages, and Chesterfield Twp is responsible for equipment once it is delivered to the site. Chesterfield Twp will pre-arrange for elevator and/or other facility access necessary to accommodate delivery. Chesterfield Twp agrees to provide for secure storage of equipment. Chesterfield Twp is responsible for the costs of any hoisting or building alterations that may be required to gain entry to the communications room.

Design & Programming

BSB will meet with Chesterfield Twp designated point of contact to review the Design Plan options purchased, introduce the Station/Voice Mailbox Information Design Forms and agree on expectations for the completion and return of Design Forms.

Chesterfield Twp Initial : X

BSB Initial : X

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SCHEDULE A

Training

Chesterfield Twp will provide a suitable on-site training facility for purchased training classes. The training room should be adequately cabled for installation of the training room endpoints. Chesterfield Twp is responsible for scheduling the training classes for its employees and providing BSB with a copy of the schedule. There should be a maximum of two people per set for display phones. BSB will record attendance for each training class and provide a copy to Chesterfield Twp upon completion of training.

Chesterfield Twp-Supplied PCs

All Chesterfield Twp-supplied servers and client PCs will meet the hardware & software specifications for all application software purchased. Any additional work required by BSB due to "out-of-spec" Chesterfield Twp-supplied PCs will be subject to an additional charge.

Chesterfield Twp-Supplied OEM Equipment

Chesterfield Twp will provide BSB all required information about the integration between the proposed equipment and all Chesterfield Twp-supplied OEM equipment (including existing PBXs and Voice Messaging systems). Chesterfield Twp will assume responsibility for all OEM equipment vendor coordination as applicable.

Product Specific Prerequisites

Additional prerequisites may apply to the specific product solutions being implemented; refer to *Description of Services and Deliverables* section.

Remote System Access and Alarm Reporting

Remote system access will provide the most timely and efficient manner of performing remote database changes as well as diagnostics and/or proactive remote system monitoring. Chesterfield Twp will provide access for remote system monitoring if remote system access and/or monitoring functionality is desired. Remote system diagnostics/proactive remote monitoring services are available at additional charge and are not included in this statement of work.

Completion & Acceptance Criteria

The provision of implementation services shall be deemed completed upon system cutover, as specified in the Notification of Cutover form submitted to Chesterfield Twp by BSB.

If Chesterfield Twp has purchased optional post-cut-over support services, BSB will provide these additional services immediately following cutover for the duration purchased.

Change Management

BSB will review changes to this statement of work that are requested by Chesterfield Twp. As part of this review, BSB will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

BSB will incorporate the change into the project schedule and scope of work upon receipt of the Chesterfield Twp-signed Change Order.

It is important to note that changes requested during implementation will result in changes to the previously negotiated "cut-over" date. BSB will work with Chesterfield Twp to anticipate requested changes prior to implementation so as to minimize the impact of requested Change Orders on the negotiated "cut-over" date. Change requests will be reviewed according to the process outlined above.

Chesterfield Twp Initial : **X**

BSB Initial : **X**

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BSB Communications Inc

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SCHEDULE A

Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions executed by and between Charter Township of Chesterfield and BSB Communications Inc..

This SOW is also subject to the completion of a Site Survey by BSB to validate BSB's understanding of site conditions as documented in this SOW and to identify any potential areas of concern. Any additional requirements or deliverables identified through the Site Survey, and/or requested by Chesterfield Twp, must be confirmed in writing through a Change Order or separate SOW.

This Statement of Work (SOW) is also subject to the following terms and conditions:

- Chesterfield Twp acknowledges that while BSB maintains overall responsibility for the management and delivery of the services requested, BSB may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
- BSB shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by Chesterfield Twp.
- Any work performed by BSB that is not listed in the scope of work or which is required to assist Chesterfield Twp with the completion of site preparation activities will be subject to the change management process described above.
- BSB will not be responsible for any delays attributed to faulty cabling.
- In the event that a universal power supply (UPS) is not provided, BSB shall not be responsible for any or all damage(s) related directly or indirectly to power related problems.

BSB shall not be responsible for any failure of equipment or network service resulting from the integration of the equipment with any Chesterfield Twp-supplied OEM equipment. Chesterfield Twp shall at its expense indemnify and defend BSB, its parent and subsidiaries from any claim of actual or alleged infringement of valid Canadian or U.S. intellectual property rights arising from Chesterfield Twp's integration of the proposed equipment with any Chesterfield Twp-supplied OEM equipment.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA, OR FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND WHETHER SUCH DAMAGES WERE FORESEEABLE, AND WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

BSB'S MAXIMUM LIABILITY TO THE OTHER, FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY INDIVIDUAL SOW TO THIS AGREEMENT, (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID TO BSB UNDER THIS AGREEMENT; PROVIDED, HOWEVER, NOTHING HEREIN SHALL LIMIT A PARTY'S OBLIGATION FOR INDEMNIFICATION OF THIRD PARTY CLAIMS, BREACH OF CONFIDENTIALITY OR DAMAGES OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY.

Chesterfield Twp shall defend, indemnify and hold harmless BSB from and against all debts, claims, suits, demands, actions, losses, judgements, liens, costs, expenses and liabilities arising out of or resulting from any third party actions arising out of or resulting from either of the following: (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Chesterfield Twp; and (ii) Chesterfield Twp's material breach of any representation or obligation of Chesterfield Twp in this Agreement, provided that any failure to pay BSB its fees in accordance with services or products provided in accordance with this Agreement will constitute a material breach of this Agreement.

Chesterfield Twp Initial : X

BSB Initial : X

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SCHEDULE A

In addition, Chesterfield Twp shall defend, indemnify and hold harmless BSB from and against all debts, claims, suits, demands, actions, losses, judgements, liens, costs, expenses and liabilities based on a claim that any information provided by Chesterfield Twp and relied upon by BSB in performing services under this Agreement or Chesterfield Twp directed development (i) infringes any intellectual property right of a third party arising under the laws of the United States, or (ii) causes third party claims based on any state or federal advertising or privacy laws.

Chesterfield Twp Initial : **X**

BSB Initial : **X**

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SCHEDULE A

Notice to Proceed

Execution of this Statement of Work (SOW) by Chesterfield Twp shall constitute notice to BSB to proceed with the work described in this SOW. By signing this SOW the customer acknowledges that they will undertake site preparations and meet network specifications as detailed in the Site Preparation section of this SOW.

BSB Communications Inc.

Charter Township of Chesterfield

Authorized Representative

Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Customer Purchase Order# _____

Chesterfield Twp Initial : **X**

BSB Initial : **X**

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SCHEDULE A

Next Steps

Upon receipt of Notice to Proceed and confirmation of purchase order receipt, BSB will initiate the following "next steps":

1. Contact Chesterfield Twp to schedule implementation dates and introduce BSB's Project Manager (if applicable).
2. Assign trained and certified technical resources following confirmation of scheduled implementation dates. These resources will ensure successful implementation of the product(s) and solutions as detailed in this SOW.
3. Schedule a Project Kick-off Meeting/Conference call with Chesterfield Twp. During this meeting, BSB will introduce the implementation team, work with Chesterfield Twp to develop a detailed project schedule, set project milestones and discuss all aspects of this implementation. The Kick-off will provide an opportunity for BSB and Chesterfield Twp to address any outstanding questions or areas of concern. In addition, BSB's system designer will consult with the designated contact of Chesterfield Twp to further clarify requirements and expectations. The system designer will also review station information design forms and identify any other information that BSB will need from Chesterfield Twp to complete the implementation.
4. Begin implementation according to this statement of work and the agreed implementation schedule.

Chesterfield Twp Initial : X

BSB Initial : X

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SCHEDULE A

First Year Support Plan

Scope and Definition of Support Services

During the first twelve (12) months from Cutover, BSB will provide services for the Equipment and Applications at the Site as follows:

Full Service 24 x 7 Plan with 4 Hour Response for Major Failures

Description of Coverage: Equipment

Hours of Coverage

- 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite and support for a Major Failure.
- 8 a.m. - 5 p.m. Monday through Friday (local time at the Site, excluding BSB's locally observed holidays) remote and onsite support for a Minor Failure.

Response Objectives

Major Equipment Failure

- Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding BSB's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding BSB's locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

Parts Replacement

- Expedited replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased as detailed above.

Additional Services

- Network service provider liaison support: BSB will communicate and cooperate with the End-User's network service provider to determine the source of Equipment failure (when applicable).
- Clock will be changed remotely twice per year (when applicable) at the End-User's request.
- Periodic system back-ups to be done remotely as needed.

Chesterfield Twp Initial : X

BSB Initial : X

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SCHEDULE A

Description of Coverage: Application(s)

Hours of Coverage

- 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote or onsite support for a Major Application Failure.
- 8 a.m. - 5 p.m. Monday through Friday (local time at the Site, excluding BSB's locally observed holidays) remote or onsite support for a Minor Application Failure.

Response Objectives

Major Application Failure

- Four hour response upon receipt of a trouble report of a Major Application Failure. Four hour response includes one or more of the following: attempting to resolve the failure through remote diagnostics; contacting the Customer to begin troubleshooting the Application Failure; or on-site arrival of an engineer.

Minor Application Failure

- Next business day response (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding BSB's locally observed holidays) upon receipt of a trouble report of a Minor Application Failure. Next business day response includes one or more of the following: attempting to resolve the failure through remote diagnostics; contacting the Customer to begin troubleshooting the Application Failure; or on-site arrival of an engineer.

Software Updates

- Provision of software updates, containing maintenance fixes, will be provided as needed to resolve a Major or Minor Application Failure as long as the appropriate manufacturer software assurance is current and in effect with that manufacturer.

Defective Media Replacement

- Replacement of defective software media is included in this Support Plan.

Additional Services

- Liaison support: When applicable, BSB will communicate and cooperate with the OEM network equipment and/or application software supplier to determine the source of the software application failure.

Requirements

Equipment must be properly connected (when applicable) to a Proactive Remote Monitoring Unit. Please initial your agreement to provide necessary circuit connectivity and grant access to Equipment by providing required access codes or passwords. _____

End-User Signature _____

Date _____

Note: Any peripheral or ancillary products not listed above may be serviced, at BSB's option, at the End-User's request on a time and materials basis at then current support services rate.

Chesterfield Twp Initial : **X**

BSB Initial : **X**



WORK AUTHORIZATION

Quote ID : 5698726852 - v1

5/10/2016

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BSB Communications Inc		
Address : 41150 Technology Park Dr, Ste 101, Sterling Heights, MI 48314		FAX : 586.441.7119
Contact : Nicole DeJesus	Phone : 586.859.6319	E-Mail : nicole_dejesus@gobsb.com

Customer : Charter Township of Chesterfield		
Address : 47275 Sugarbush Road, Chesterfield, MI 48047		
Install Address : 47275 Sugarbush Road, Chesterfield, MI 48047		Due Date :
Contact : Ellen Clark, Deputy Treasurer	Phone : 586-949-0400	E-Mail : eclark@chesterfieldtwp.org

The prices quoted in this document are a "best estimate" based upon the information available at the time of this quote. Every effort is made to provide accurate cost estimates, but not every condition or obstacle (other vendors, contractors, dial tone providers, etc) can be readily determined. BSB cannot be responsible for delays or additional work due to these obstacles or conditions and may result in additional charges. The final billing amount will vary depending on the actual labor hours and equipment required to complete the work.

Prices in this document are valid for 30 days from the date of this quotation. Customer hereby accepts this quotation and authorizes work to proceed on the basis of a signed copy of this document. Customer agrees to pay invoice based on terms of payment listed below.

Work Authorization Description
Block of 50 hours for post-support on technical and user assistance; labor block categories consist of the following:
On-site service visits, remote programming, software upgrades and training.
* Trip charges waived for any on-site visits with purchased block of time.

Total Price: **\$5,500.00**

Pricing excludes taxes and is valid until 6/9/2016.

Qty	Part Number	Description	Unit Sell	Ext Sell
		Services		
50	Labor-Misc	Labor Block of Time	\$110.00	\$5,500.00

Payment Terms : Due upon Receipt of Invoice

<p>X</p> <hr/> Charter Township of Chesterfield Authorized Signature	<p>Date</p>	<p>X</p> <hr/> Printed Name
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Agenda Item

EMPLOYMENT AGREEMENT

THIS Agreement made this ___ day of May, 2016, by and between the Charter Township of Chesterfield, a Michigan municipal corporation (“Township”), whose address is 47275 Sugarbush, Chesterfield, Michigan 48047, and Dean E. Babb, whose address is 28979 Oakmont Dr., Chesterfield, MI 48047 (“Employee”), with an agreement date effective May, 2016.

WHEREAS, the Township is a Michigan municipal corporation, created pursuant to and in accordance with the constitution and statutes of the State of Michigan; and

WHEREAS, the Township has offered and Employee has accepted the position of Township Assessor; and

WHEREAS, the parties acknowledge that Employee will serve as Township Assessor, at the discretion of the Township Board; and

WHEREAS, the Township and Employee desire to set forth the general terms and conditions which will govern Employee’s employment with the Township;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Township and Employee agree as follows:

1. DUTIES

The services to be provided shall include the following activities

- A. Assist in the annual assessment of real and personal property through the 2017 assessments and 2017 tax years as required by the laws of the State of Michigan. Employee agrees to make assessments of both real and personal property with the Township, pursuant to MCL 211.10(d).
- B. Employee will supervise and assist the Township assessing department in: the appraisal of all real and personal property; process real and personal property description changes; prepare the assessment roll for real and personal property in the Township; sign the assessment roll for real and personal property in the Township, preparation of warrants and documents, forms, etc. required by the State Tax Commission; attend March, July and December Boards of Review; and other such duties as required by the General Property Tax laws. Employee will also provide services to defend all state tax tribunal appeals, both small claims and full tribunal appeals, and appearances at all hearings with the Township before the tax tribunal. The Township will maintain a support staff to perform assessing functions.



2. COMMENCEMENT OF WORK

The services provided shall commence May, 2016.

3. COMPENSATION

The Township shall compensate employee with Level 1, Group D wages, in accordance with the current contract agreement with AFSCME Local #1917. The parties acknowledge that a normal work week for Employee shall be a minimum of three (3) working days that will include a minimum of five (5) hours per day. In addition to the five (5) hours per day, employee shall be available 5 (five) hours per week, remotely. Employee shall not be paid overtime and shall be deemed a salaried Employee.

4. EXCLUSIVE WORK RELATIONSHIP

Employee agrees that he will not engage in employment with any other governmental agency or private employer during the term of this Agreement without the prior written consent of the Township.

5. EMPLOYMENT BENEFITS

The parties acknowledge that Employee shall not receive any benefits other than the compensation provided for in Paragraph (3) of this agreement.

6. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party for any reason. Employee's status shall be considered as an at-will employee. Either party may terminate this Agreement upon providing the other party with thirty (30) days written notice in advance of the effective date of termination. Any compensation that may be due and payable to Employee shall be prorated to the date of termination.

7. MODIFICATION OF AGREEMENT

Modification of this Employment Agreement shall be of no force or effect unless first approved by the Township Board of Trustees and contained in a written document signed by the Township Supervisor, Clerk and the Employee. Any modification to the Employment Agreement shall be attached to the Agreement and maintained in the Employee's personnel file.

8. GOVERNING LAW

This Agreement and performance hereunder shall be in all respects governed and interpreted by the laws of the State of Michigan.

9. SEVERABILITY

The invalidity of any provision or obligation hereunder, or the contravention thereby of any law, rule or regulation shall not relieve the Employee or Township from its obligations or deprive either the Employee or the Township of the advantages contained in any provision of this Agreement.

10. NOTICE

Any notice required to be given in writing under this Agreement shall be deemed given when personally delivered, or when mailed to the other party by prepaid certified mail at the address specified for each party herein, or at such other address as shall hereinafter be designated by written notice of either party.

11. TERM OF AGREEMENT

This Agreement shall remain in full force and effect until December 31, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Witnesses:

CHARTER TOWNSHIP OF CHESTERFIELD
A Michigan Municipal Corporation

By: _____
Michael E. Lovelock, Its Supervisor

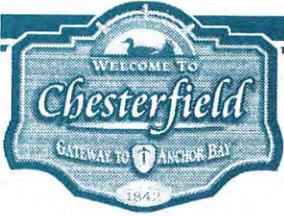
Date: _____

By: _____
Cindy Berry, Its Clerk

Date: _____

By: _____
Dean E. Babb

Date: _____



Agenda Item # *D*

May 9, 2016

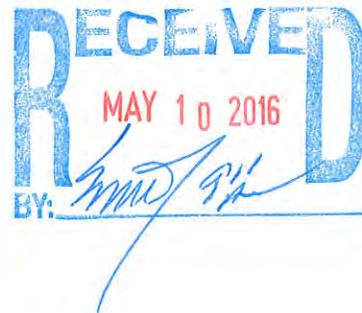
Dear Honorable Board Members,

Attached are quotes from Electrex Industrial Solutions for repairs on our roof top Solar System and also installation of snow gems above the solar panels to prevent snow from entering underneath the solar panels. The quote for the repairs is \$4,250.00 and the quote for the snow guards is \$7,500.00 for a total of \$11,750.00.

Your consideration in this matter is appreciated.

Yours truly,

Michael E. Lovelock
Chesterfield Township Supervisor



May 5, 2016

Mr. Gary DeMaster
Chesterfield Township
47275 Sugarbush Rd
Chesterfield, MI 48047

RE: Solar System Repairs

Quote #160103

Mr. DeMaster:

On April 27, 2016, Electrex performed troubleshooting services on the Solar System. We found that the inverter had ground faulted and blown fuses, multiple solar panel connectors have failed, and multiple solar panel to combiner box cables have failed. We strongly suggest that regular preventative maintenance services should be performed. Below is the cost to repair the Solar System:

1. Supply labor and material to replace the blown fusing in the inverter.
2. Supply labor and material to replace multiple solar panel connectors.
3. Supply labor and material to replace solar panel to combiner box cables.
4. Supply labor to re-set the inverter.
5. Supply labor to startup and test the installation.

Total Quoted Price..... \$4,250.00

The above quoted prices are guaranteed for 30 days upon receipt of this proposal. After this period, the quoted prices may be subject to price adjustments due to fluctuating oil costs, rising fuel costs, market volatility, etc.

Chesterfield Township
Quote #160106
May 5, 2016
Page Two

We propose to furnish labor and material, complete in accordance with above specifications, and subject to conditions of this agreement. Electrex payment terms include installment invoicing as work is completed at the end of every month, due and payable upon receipt.

All work is done in a good workmanship manner and in accordance with National Electrical Code, JIC, and OSHA.

Thank you for the opportunity to quote you on your requirements. Please do not hesitate to contact me if additional information is required.

Sincerely,

ELECTREX INDUSTRIAL SOLUTIONS

Lawrence C. Page III
Project Engineer

LCP/III/cmz

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Accepted by: _____

Purchase Order: _____

May 9, 2016

Mr. Gary DeMaster
Chesterfield Township
47275 Sugarbush Rd
Chesterfield, MI 48047

RE: Solar System Snow Guards

Quote #160108

Mr. DeMaster:

Electrex Industrial Solutions is pleased to submit our proposal for the above referenced as follows:

1. Supply labor and material to install one hundred twenty (120) Snow Gems above the solar panels. This will prevent the snow from entering underneath the solar panels.

Total Quoted Price..... \$7,500.00

The above quoted prices are guaranteed for 30 days upon receipt of this proposal. After this period, the quoted prices may be subject to price adjustments due to fluctuating oil costs, rising fuel costs, market volatility, etc.

We propose to furnish labor and material, complete in accordance with above specifications, and subject to conditions of this agreement. Electrex payment terms include installment invoicing as work is completed at the end of every month, due and payable upon receipt.

All work is done in a good workmanship manner and in accordance with National Electrical Code, JIC, and OSHA.

Chesterfield Township
Quote #160108
May 9, 2016
Page Two

Thank you for the opportunity to quote you on your requirements. Please do not hesitate to contact me if additional information is required.

Sincerely,

ELECTREX INDUSTRIAL SOLUTIONS

Lawrence C. Page III
Project Engineer

LCPIII/cmz

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Accepted by: _____

Purchase Order: _____

RECEIVED
MAY 10 2016
BY: MMJ/221

"Redacted" Agenda Item # E

CHARTER TOWNSHIP OF CHESTERFIELD
VENDING LICENSE APPLICATION
"Fireworks"

RECEIVED
BY: mlu

DATE: 05-02-16

LICENSE #: 2016-CT01982

Name of Applicant or Organization: Arteeza Enterprises Inc

Name of Person Responsible: Rudy Jarbo

Driver's License #:

Business Address: 11527 Shaftesbury lane Macomb, MI 48044 Telephone # 586-1004-5309

Home Address: _____ City _____ State _____ Zip _____

Names of Persons Participating: _____

General Location of Vending: 23 mile rd between Sass rd + Baker rd.

Parcel Number or Address: 33157-33195 23 mile rd

Product(s) Description: Fireworks

Sales Tax License #: 45-4800771 Triva Jarbo

Dates of Vending: June 23- July 01 2016, rtas0409@gmail.com

Note: Allowed a maximum of four (4) permits per year, per applicant, or location, for a maximum of three (3) days each).

Special seasonal commercial vending permits may be used for the sale of seasonal trees, wreaths and blankets. (USE THE BOX ON THE BACK OF THIS SHEET TO SHOW THE LOT SIZE, PARKING LOCATIONS & THE REQUIRED PERMIT NUMBERS). Permits shall be valid from Thanksgiving Day to December 31.

In the event of questions, the following person is to be contacted and is responsible for the site and vending:

Name: Rudy Jarbo Address: _____
Phone #: 586-1004-5309

The undersigned has read, understands and agrees to comply with Chapter 18, Article III of the Charter Township of Chesterfield municipal code. Violation of any township code or ordinance may result in licenses or permits being suspended or revoked.

APPLICANT SIGNATURE: [Signature]

OWNER SIGNATURE: _____

NO VEHICLES, MERCHANDISE OR SIGNS ARE ALLOWED IN THE RIGHT OF WAYS

Return completed application and all other required documentation to: Chesterfield Township Clerk
47275 Sugarbush Rd., Chesterfield Twp. MI 48047 Phone: 586-949-0400 Fax: 586-949-4018

May 01, 2016

To Whom It May Concern,

I, Rudy Jarbo, am requesting a board meeting to obtain a vendors permit for the sales of fireworks in a temporary tent structure. The site is Bayside Plaza LLC, located at 33157-33195 23 Mile Rd. Chesterfield, MI 48047, from June 23, 2016 - July 4, 2016.



Arteeza Enterprises Inc
Rudy Jarbo

30 x 30 Tent P.S.

CHESTERFIELD TOWNSHIP CLERK'S OFFICE

Lic# # 0083 - # 0080

CHECKLIST FOR FIREWORK VENDOR APPLICATION PACKAGE



APPLICANT: Rudy Jarbo - ARteeza Enterprises, Inc.
DATE RECEIVED: 05/03/16

- COMPLETED APPLICATION
- SIGNED ROADSIDE VENDORS STATEMENT
- MI DEPARTMENT OF LICENSING & REGULATORY AFFAIRS CERTIFICATE
- COPY OF MI SALES TAX LICENSE *Add the clause already*
- CERT. OF INSURANCE WITH TOWNSHIP NAMED AS "ADDITIONAL INSURED" *11*
- COPY OF APPLICANT'S DRIVER'S LICENSE
- LETTER OF PERMISSION FROM PROPERTY OWNER
- MAP OF VENDING LOCATION
- COPY OF TRANSIENT MERCHANT LICENSE (IF APPLICABLE)
- ELECTRICAL PERMIT (IF APPLICABLE)
- TENT PERMIT (IF APPLICABLE)
- SIGN PERMIT (IF APPLICABLE)
- VARIANCE REQUEST LETTER (IF APPLICABLE) *30x30*

MISC. /COMMENTS 12 days - 6/23/16 through July 04,

DEPARTMENT APPROVALS: *rec'd.*
FIRE 5/4/16 POLICE 5/4/16 BUILDING 5/10/16 *rec'd. 2016.*

For Clerk office use only:

Approved: _____ Denied: _____ By: _____

REASON FOR DENIAL: _____

Vending Permit Fee: \$ _____ Vending Bond Fee: \$ _____
Bond refund: Yes / No _____ Bond refund amount \$ _____
Reason Forfeited: _____

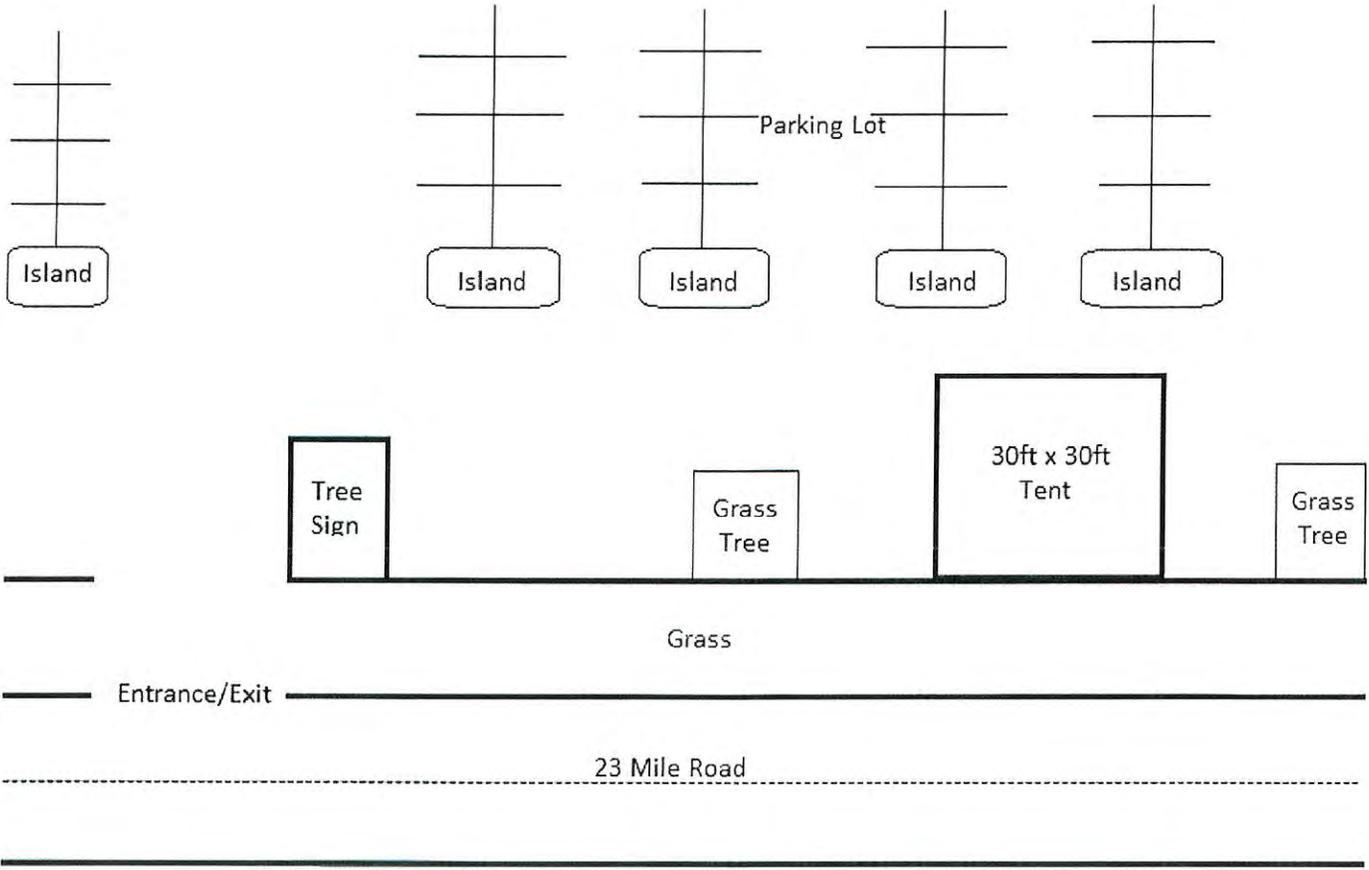
Date bond refund submitted: _____

Call to Let Know on Agenda =
Date submitted for Agenda: 5/10/16 Agenda Date: 05/16/16

Board: APPROVED: _____ DENIED: _____ DATE: _____

2016 - CT07982

33157-33195 23 Mile Road Chesterfield, MI 48047
Shopping Plaza



Site Plan



Agenda Item # **F**

May 10, 2016

Charter Township of Chesterfield Board
47275 Sugarbush
Chesterfield, Michigan 48047

RE: Palazzolo Brothers Proposed Rezoning - Petition #335

Dear Honorable Board Members:

The Charter Township of Chesterfield Planning Commission reviewed the rezoning request from Palazzolo Brothers at their regularly scheduled meeting held on April 26, 2016. The request was to rezone property containing approximately 41 acres, which is located on the west side of Chesterfield Road, North of 23 Mile Road from R-1-A (Single Family Residential) to R-1-B (Single Family Residential).

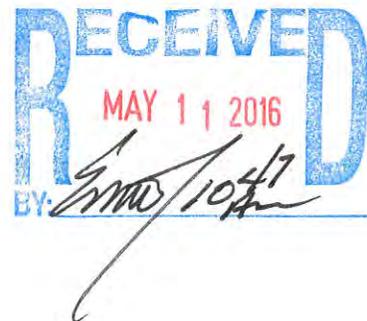
The Planning Commission would like to recommend approval of Rezoning Petition #335 based on the following attachment.

Sincerely,

Paul Miller smg

Paul Miller

Planning Commission Chairman





Community Planning & Management, P.C.

Planning Communities Since 1973

April 26, 2016

Charter Township of Chesterfield Planning Commission
47275 Sugarbush Road
Chesterfield, MI 48047

**Re: Pallazzolo Brothers Rezoning
23 Mile Road and Chesterfield Road
Rezoning #335
R-1-A Single Family to R-1-B Single Family Residential**

Dear Commission Members:

The property is approximately 41 acres in size.

Basic Site Information

Existing Zoning Designation: R-1-A Single Family Residential

Proposed Zoning: R-1-B Single Family Residential

General Master Plan Designation: Light Industrial

Surrounding Zoning Designations:

North: PUD Single Family
East: M-2 Across Chesterfield Road
South: R-1-A and M-1
West: A-1

Surrounding Land Uses:

North: Single Family Residential
East: Industrial Across Chesterfield Road
South: Vacant and Industrial
West: Golf Course

A comprehensive review and recommendation will be provided after the public hearing has been held and all information has been collected and analyzed. The following is a list of some of the issues that must be addressed during the public hearing/review phase of a rezoning petition. The Planning Commission should be reminded that this list is not all inclusive and each petition must be reviewed objectively based on its own facts. Further, it should be noted that this list is thorough, but certainly not complete, and should be used only as a guide in your process of "fact-finding".

1. Can the property in question be reasonably developed as currently zoned?
2. Is the proposed rezoning consistent with or contrary to the Master Plan?
3. Is the current zoning designation consistent with or contrary to the Master Plan?
4. Are the current and proposed zoning designations consistent and compatible with the surrounding zoning designations?
5. What are the land use patterns and characteristics of the surrounding area?
6. Is there sufficient land set aside within the Township zoned for R-1-B uses?
7. What is the current availability and adequacy of existing utilities?
8. What will be the impact on the surrounding infrastructure if the land is developed under the requested zoning designation? Under the current designation?
9. The Planning Commission must consider every permitted use under the requested rezoning designation as well as their potential impact on the surrounding property and community.
10. Does the current zoning reasonably advance a legitimate governmental interest, that being the protection of the health, safety and welfare of the general public?
11. Is there an identifiable public economic need for this rezoning?

Planner's Recommendation: We hope the above comments will assist you in reviewing this rezoning request. If you have any questions, please feel free to contact us.

Planner's Recommendation:

Respectfully,

COMMUNITY PLANNING & MANAGEMENT, P.C.



Patrick S. Meagher, ATCP
Planning Consultant

Ayes: All

Nays: None

Motion Carried



D. **REZONING PETITION #335:** Palazzolo Brothers Construction, 3737 Cherry Creek Lane, Sterling Heights, MI 48314 Proposed rezoning of property located on the west side of Chesterfield Road, north of 23 Mile Rd. Public Hearing set on 2/23/16.

Motion by Mr. Miller to open the Public Hearing

Supported by Mr. Saelens

Ayes: All

Nays: None

Motion Carried

Sam Palazzolo, 3737 Cherry Creek Lane, Sterling Heights, MI 48314 addressed the board.

Applicant stated that he has owned the property for 12 years and now with the economic times improving they would like to look at this site to develop. They think the zoning is the best use for the site and they feel Mr. Meagher has summed up everything in the information packet. There is M-1 to the south, M-2 to the east and residential to the north and they think they will fit in well with their new site plan.

There were no public comments.

Mr. Saelens asked if the applicant planned to follow the comments made by Community Planning?

Applicant replied yes.

Motion by Mr. Miller to **close** the Public Hearing

Supported by Mr. DeMuynck

Ayes: All

Nays: None

Motion Carried

Mr. Miller asked the recording secretary to poll the board and everyone agreed that they would like to vote on this matter that evening.

Motion by Mr. LaBelle to approve Rezoning Petition #335 for the property located on the west side of Chesterfield Road, north of 23 Mile Rd. He stated that the applicant must adhere to the comments from the Planner.

Supported by Mr. Miller

Ayes: All

Nays: None

Motion Carried

6. **REVIEWS:**

- A. **SIGN REVIEW #2016-29:** Neon Master 15222 Tireman, Detroit, MI 48228. Proposed new wall sign at 49120 Gratiot for Giuseppe's Italian Restaurant.

Mr. LaBelle stated that the sign does meet the Township ordinance.

Motion by Mr. LaBelle to approve Sign #2016-29

Supported by Mr. Saelens

Ayes: All

Nays: None

Motion Carried

- B. **SIGN REVIEW #2016-30:** Metro Detroit Signs, Inc. 23544 Hoover, Warren, MI 48089. Proposed new wall sign located at 51346 Gratiot for Buffalo Wild Wings.

Mr. LaBelle stated that the sign does meet the Township ordinance.

Motion by Mr. LaBelle to approve Sign #2016-30

Supported by Mr. Miller

Ayes: All

Nays: None

Motion Carried



Agenda Item # 9

May 10, 2016

Charter Township of Chesterfield Board
47275 Sugarbush Road
Chesterfield, Michigan 48047

RE: Cabela's Conditional Rezoning w/Supporting Site Plan - Petition #336

Honorable Board Members:

The Charter Township of Chesterfield Planning Commission reviewed the conditional rezoning w/ supporting site plan for the proposed Cabela's Outdoor Sporting Goods Store at their regularly scheduled meeting held on May 10, 2016.

We are recommending approval of the Conditional Rezoning #336, with the Supporting Site Plan providing the applicant respectfully fulfills all conditions provided with the submittal and complies with all of the comments prepared and supplied to the applicant by the Township's Planner, Engineer & Fire Department.

The Cabela's site contains approximately 10.67 acres, and is located east of I-94, between William P. Rosso Highway and 21 Mile Road, on the west side of Towne Center Boulevard in the Chesterfield Towne Center Development.

We hope the attached comments will assist you in reviewing this request.

Sincerely,

Paul Miller

Planning Commission Chairman



April 26, 2016

Ms. Janice Giese
Planning and Zoning Administrator
47275 Sugarbush Road
Chesterfield Twp., MI 48047

Dear Ms. Giese,

Provided below is a list outlining the conditions of our rezoning request:

- Light Pole Height (35' high including the base), **requires modification to lighting height standards**
- Directional Signage (as shown on the Signage and Pavement Marking Exhibit)
- Building Signage Allowed:

	2 signs	Provided:	6 signs
Allowed (see below):	356 sf	Provided (see below):	458 sf

Allowed: 80 s.f. or Building store frontage linear feet = $356' - 0''$ / one-half square foot = 178 s.f.
178 s.f x 2 allowed wall signs allowed (per section 52-4 (3)c) = 356 s.f.

Provided: (2) Cabela's w/ Worlds Foremost Outfitter = 108 s.f. (each)
(2) Cabela's = 96 s.f. (each)
(1) Hunting Fising = 26 s.f.
(1) Outdoor Gear = 24 s.f.
458 total square footage of signs

Requires an increase in allowable building signs and allowable square footage of signage.

- Building Height

Maximum:	30 feet	Provided:	48 feet
----------	---------	-----------	---------

Requires an increase in allowable maximum building height.

- Yard Setbacks

o Interior	Required:	0'	Provided:	20'
o Freeway	Required:	Buildings 50'	Provided:	100'
		Parking 10'	Provided:	65'
o Rear	Required:	Buildings 40'	Provided:	83'

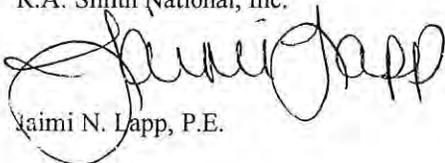
Special Approval Land Uses

- Outdoor Display/Sales (as shown on the Site Plan Exhibit from the front of the building to the curbline)
- Outdoor Storage (as shown fenced in the back on the Site Plan Exhibit)

If you have any questions or comments please feel free to contact me at 262-317-3223.

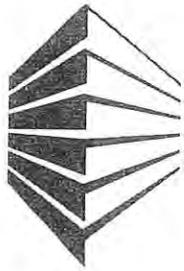
Sincerely,

R.A. Smith National, Inc.



Jaimi N. Lapp, P.E.

Deliver excellence, vision, and responsive service to our clients.



Community Planning & Management, P.C.
Planning Communities Since 1973

May 10, 2016

Charter Township of Chesterfield Planning Commission
47275 Sugarbush Road
Chesterfield, MI 48047

**Re: Cabela's Conditional Rezoning
Towne Center Blvd. E. of I-94
Rezoning #336
PUD to C-3**

Dear Commission Members:

The property is approximately 10.67 acres in size.

Basic Site Information

Existing Zoning Designation: PUD

Proposed Zoning: C-3

General Master Plan Designation: Light Industrial

Surrounding Zoning Designations:

North: PUD
East: PUD
South: PUD
West: I-94

Surrounding Land Uses:

North: Vacant
East: Vacant
South: Vacant
West: I-94

A comprehensive review and recommendation will be provided after the public hearing has been held and all information has been collected and analyzed. The following is a list of some of the issues that must be addressed during the public hearing/review phase of a rezoning petition. The Planning Commission should be reminded that this list is not all inclusive and each petition must be reviewed objectively based on its own facts. Further, it should be noted that this list is thorough, but certainly not complete, and should be used only as a guide in your process of "fact-finding".

1. Can the property in question be reasonably developed as currently zoned?
2. Is the proposed rezoning consistent with or contrary to the Master Plan?
3. Is the current zoning designation consistent with or contrary to the Master Plan?
4. Are the current and proposed zoning designations consistent and compatible with the surrounding zoning designations?
5. What are the land use patterns and characteristics of the surrounding area?
6. Is there sufficient land set aside within the Township zoned for C-3 uses?
7. What is the current availability and adequacy of existing utilities?
8. What will be the impact on the surrounding infrastructure if the land is developed under the requested zoning designation? Under the current designation?
9. The Planning Commission must consider every permitted use under the requested rezoning designation as well as their potential impact on the surrounding property and community.
10. Does the current zoning reasonably advance a legitimate governmental interest, that being the protection of the health, safety and welfare of the general public?
11. Is there an identifiable public economic need for this rezoning?

The proposed rezoning is subject to conditions provided by the applicant. With this submittal the applicant has attached the proposed site plan as one of the conditions. Below is our findings regarding the site plan.

1. A site survey is required.
2. The proposed split of the property would create a land locked parcel.
3. The proposed parking spaces are 19' long. They are required to be 20'.
4. Building materials are required to be 90% brick or better.
5. The maximum height permitted in the C-3 district is 30'. The proposed building exceeds this by approximately 7'11".
6. Signs are a separate application.

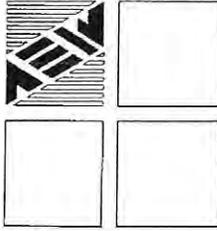
Planner's Recommendation: We hope the above comments will assist you in reviewing this rezoning request. If you have any questions, please feel free to contact us.

Planner's Recommendation:

Respectfully,

COMMUNITY PLANNING & MANAGEMENT, P.C.


Patrick S. Meagher, AICP
Planning Consultant



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

May 10, 2016

Sherri Gisler
Planning and Zoning Commission
Chesterfield Township
47275 Sugar Bush Road
Chesterfield, Michigan 48047

Reference: Cabela's Wholesale
AEW Project No. 0126-1193

Honorable Commissioners:

We have reviewed the site plan and offer the following comments:

Planning Concerns:

1. The site plan submittal included a letter from the design engineer outlining their proposed conditions of the rezoning request. The applicant shall submit for rezoning and variance for all requirements that do not meet Township's ordinance such as building height, setbacks, parking spaces, etc.

The rezoning agreement shall also tie this site with the final PUD agreement for Town Center, this site shall be subject to all conditions and requirements set in the final PUD.

2. The proposed parking spaces shall meet Township's standards. The typical parking space, with a minimum of 24' wide drive, is 20' long X 9' wide. Revise parking lot layout accordingly.
3. The proposed parcel configuration will result in a landlocked property. A shared access agreement between Cabela's Wholesale and Town Center shall be provided and shall outline maintenance of these access roads.
4. The storage area shown on the plan seems narrow. The applicant will be limited to this area for outdoor storage. Any expansion to the outdoor storage will require Planning Commission approval and additional screening.
5. Proposed sidewalk and ramps shall meet ADA requirement.



Sherri Gisler
May 10, 2016
Page 2

6. Light pole foundation shall not be within any utilities easements.
7. The original PUD has a proposed berm and landscaping plan along I-94. Cabel's landscaping plan shall, at least, meet the requirements of the previously approved PUD plans.

Engineering Concerns: (These comments may not necessarily affect the site plan, but must be addressed prior to engineering plan approval.)

1. The 16" water main as shown on the previously approved engineering drawings for Town Center shall be installed from Town Center BLVD to I-94 to provide a water main loop for the development. Since this is offsite, it could be the responsibility of Town Center as opposed to Cabela's wholesale.
2. Fire Department approval is required for the number, sizes and locations of fire suppression lines.
3. Grading, drainage and utility plans will be finalized during the engineering plan review.
4. The proposed pavement section shall be in accordance with Township's standards. Heavy section (8" asphalt over 6" 21AA base) shall be placed for any pavement subject to truck traffic.

We trust the above will assist you in your review.

Sincerely,



Aseel A. Putros, PE, CFM

cc: Michael Lovelock, Supervisor
Cindy Berry, Clerk
Linda Hartman, Treasurer
Ryan J. Lancour, PE. R.A. Smith National, Inc.

**Charter Township of
Chesterfield Fire Department**

33991 23 Mile Road, Chesterfield, MI 48047
Business 586-725-2233 Fax 586-725-4350
www.chesterfieldfire.org

Date :	May 9, 2016	Site Plan # :		FD # :	2016-51
---------------	-------------	----------------------	--	---------------	---------

Subject :	Cabela's	Review #	1 st
General Land Location :	Town Center Blvd.		

Applicants :	Co-Applicant :
Cabela's Wholesales	
One Cabela Dr.	
Sidney NE 69160	
Phone #308-255-2394	Phone #

Item #	Violation	Code Section
1.	I have reviewed the plan as submitted and at this time, the Chesterfield Township Fire Department gives approval.	Local Ordinance
2.	NO PARKING signs are required to be double-faced and are to be perpendicular to the roadway, per Chesterfield Fire Prevention Regulation # 7.	503.3 2000 IFC
3.	There shall be a Knox box installed. Knox Box shall be installed on both front door, and riser room door.	2000 IFC

Please call if you have any questions 586-725-2233.

Richard Schroeder
Fire Inspector

CC: Janice Giese

Headquarters/Station 3
23 Mile/Baker
586-725-2233

George Furton/Station 1
22 Mile Road West of Gratiot
586-049-1706

Harold Lemmer/Station 2
Jefferson Ave./Forbes
586-949-5999

Emergency- 911 or 586-949-2322



Agenda Item # *H*

May 10, 2016

Charter Township of Chesterfield Board
47275 Sugarbush
Chesterfield, Michigan 48047

RE: The Woodlands PUD #2016-03

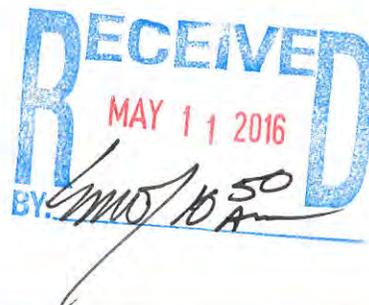
Honorable Board Members,

The Charter Township of Chesterfield Planning Commission at the regularly scheduled meeting held on April 26, 2016 reviewed the Planned Unit Development submitted by JVC Development for 21 single family residential lots located on the east side of Gratiot, south of 22 Mile Road.

The Planning Commission would like to recommend approval of the PUD subject to the Township Planner, Engineer & Fire Department Comments, and if necessary, a written PUD agreement submitted & reviewed by the Township Attorney.

Sincerely,


Paul Miller
Planning Commission Chairman





Community Planning & Management, P.C.
Planning Communities Since 1973

April 26, 2016

Charter Township of Chesterfield Planning Commission
47275 Sugarbush Road
Chesterfield Township, MI 48047

**Re: The Woodlands
PUD #2016-03**

Dear Commission Members:

The applicant is requesting a PUD for a single family residential development at the location of the previously approved Oakwood Condominiums on Gratiot Avenue. This is the application phase of the PUD process.

This site was previously approved for six-plex and eight-plex buildings, with commercial frontage along Gratiot. The proposed PUD contains twenty-one 60' lots.. The proposed project would have multi-family to the north, east, and south, and commercial on the north and south. The parcel immediately south currently has a single family home, however, is zoned C-3.

- The proposed sign location does not meet the required setback.
- Evergreen trees should be provided in lieu of the existing deciduous trees to provide better screening along the Gratiot frontage.

The purpose of tonight's meeting is to hold the public hearing. Based on standard procedure, we recommend tabling this item until the following meeting in order for the Commission to consider all facts regarding the proposed project.

Respectfully,

COMMUNITY PLANNING & MANAGEMENT, P.C.


Patrick S. Meagher, AICP
Planning Consultant



C. PUD #2016-03 (PRELIMINARY REVIEW) THE WOODLANDS: JVC
Development, 44250 Garfield, Clinton Twp., MI 48036 – Preliminary Review for PUD containing 21 single family lots located on the east side of Gratiot, south of 22 Mile Road Public Hearing set on 2/23/16.

Motion by Mr. Miller to open the Public Hearing

Supported by Mr. Saelens

Ayes: All

Nays: None

Motion Carried

Gary Gendernalik, 52624 Laurel Oak Lane, Chesterfield, MI addressed the board.

Applicant stated that his client’s land is an irregular piece of property on Gratiot. He explained that his client is putting in 21 single-family homes and they have no issues with flooding because they have full access to the Fuller Drain. It was previously approved for 40 units of six-plexes and now they are down to 21 single family homes. He mentioned the Road Commission had them move the sidewalk so it goes up to Gratiot. He stated that he thought Patrick requested that they put in more trees in the front so they made modifications for that which basically acts as a sound and visual buffer. He made some additional comments away from the microphone that were inaudible.

Mr. LaBelle asked if they had any elevations of what they are proposing?

Applicant replied that he did not have any.

Mr. Miller asked if the screening along Gratiot would be evergreens?

Applicant answered yes and they can make that modification. He also mentioned that the sign can be relocated when they apply for it and basically it would be a stone type subdivision sign.

Public Comments:

Sharon Bowen, 48530 Gratiot, Chesterfield, MI addressed the board.

Ms. Bowen stated that she owned the property to the south and she wondered if this is approved to be residential right next to C-3 would that negatively affect what business can go in there.

Mr. Meagher replied that when C-3 comes in next to residential, it does require screening. It may have in impact if they want to put in something that generates a lot of noise.

Ms. Bowen asked if it would affect traffic or parking?

Mr. Meagher stated that C-3 is the most liberal zoning district and there would be many permitted uses. People that buy there hopefully will be made aware that they do have C-3 next to them and if they do their homework, they will know that. He explained that she could maintain it as C-3 or keep it for your residential use.

Ms. Bowen asked if she would be able to sell it as a residential lot?

Mr. Meagher stated that as long as the structure remains on the property it is considered a non-conforming use and if not she would be able to petition for the property to be rezoned as residential. He stated that if this is approved it would be very likely that she would not have any problem getting her property rezoned.

Douglas Srmojedny, 48585 Fuller, Chesterfield, MI 48051 addressed the board.

Mr. Srmojedny stated that he had no problem with it being developed.

Motion by Mr. DeMuyneck to close the Public Hearing

Supported by Mr. Leonard

Ayes: All

Nays: None

Motion Carried

Mr. Miller asked the recording secretary to poll the board and everyone agreed that they would like to vote on the application that evening.

Motion by Mr. LaBelle to approve PUD #2016-03 the Preliminary Review of the Woodlands for JVC Development for 21 single-family lots located on the east side of Gratiot south of 22 Mile Road. He noted that the approval is subject to Community Planning's and the Engineer's comments and if necessary it would be subject to a written PUD agreement if the Township attorney deems it necessary.

Supported by Mr. Leonard

Ayes: All

Nays: None

Motion Carried

- D. **REZONING PETITION #335:** Palazzolo Brothers Construction, 3737 Cherry Creek Lane, Sterling Heights, MI 48314 Proposed rezoning of property located on the west side of Chesterfield Road, north of 23 Mile Rd. Public Hearing set on 2/23/16.

Motion by Mr. Miller to open the Public Hearing

Supported by Mr. Saelens

Ayes: All

Nays: None

Motion Carried

Sam Palazzolo, 3737 Cherry Creek Lane, Sterling Heights, MI 48314 addressed the board.

Applicant stated that he has owned the property for 12 years and now with the economic times improving they would like to look at this site to develop. They think the zoning is the best use for the site and they feel Mr. Meagher has summed up everything in the information packet. There is M-1 to the south, M-2 to the east and residential to the north and they think they will fit in well with their new site plan.

There were no public comments.

Mr. Saelens asked if the applicant planned to follow the comments made by Community Planning?

Applicant replied yes.

Motion by Mr. Miller to close the Public Hearing

Supported by Mr. DeMuynck

Ayes: All

Nays: None

Motion Carried

Mr. Miller asked the recording secretary to poll the board and everyone agreed that they would like to vote on this matter that evening.