



PROPOSED AGENDA
SPECIAL MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750

7:00 P.M. Wednesday October 11, 2023

Interested persons can participate in-person or via Zoom

Connect to Zoom from your computer, tablet, or smartphone

Website: <https://us02web.zoom.us/j/84077669427>

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Telephone: (312) 626-6799 Webinar ID: 840 7766 9427

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Absence of Council Members**
- 5. Public Comment - Limit presentation to five (5) minutes**
- 6. Approval of Agenda**
- 7. Business Agenda**
 - a. Approval of Resolution 2023-45 - Supporting the Fire Cadet/Explorer Program
 - b. Approval of Resolution 2023-46 - Budget adjustment to recognize receipt of Assistance Firefighter Grant, and expenditure of funds
 - c. Approval of receipt of the Assistance Firefighter Grant and authorize cooperative purchase
 - d. Approval County Early Voting Agreement
 - e. Approval of Fireworks Permit for Charlotte High School
- 8. Public Comment**
- 9. Mayor and Council Comments**
- 10. Adjourn**

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

Comments shall be made only during times set aside for that purpose.

Each citizen may speak for up to 5 minutes during each public hearing and comments period.

Comments made during public hearings shall be relevant to the subject of the public hearing.

Comments shall be made from the podium unless otherwise directed by the Mayor.

Comments shall be directed to the Mayor and Council members.

Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.

Speakers shall refrain from using vulgarity, hate speech or "fighting words."



Memo

To: Honorable Mayor Armitage; City Council
From: Fire Chief Kevin Christiansen
Date: September 22, 2023
Re: City of Charlotte Cadet Program Resolution

Background; Charlotte Fire Department has 2 young men on the Fire department personnel roster as cadets.

Recommendation; The Charlotte Fire Department needs a resolution to submit to the Michigan Firefighter Training Council to allow our cadets to be on the State of Michigan Firefighter SMOKE roster.

Financial Impacts; This will allow us to train our cadets early and use it for recruiting younger personnel. The cadets are the ages of 16 & 17. They can become volunteer firefighters fully trained by the time they reach 18 years of age, which will reduce the cost of training after they become volunteer or full-time employees. The cost a firefighter attending an Eaton County Fire training is \$670, the \$670 would come out of GL 206-336.000-965.000 which has \$1,404 in that account. The same training at LCC would be around \$10,000.

Suggested Motion; Please adopt the cadet resolution so will can register it with the State of Michigan. After the resolution is approved by the State of Michigan we can adopt a cadet policy and recruit more personnel for Fire Response in the future.



CHARLOTTE FIRE DEPARTMENT & RURAL FIRE ASSOCIATION

Fire Chief

111 E. Lawrence Ave., Charlotte MI 48813

Ph. 517-543-0421



DATE: 22 September 2023

SUBJECT:

RESOLUTION 2023-45

City of Charlotte

A resolution supporting the Fire Cadet/Explorer Program

WHEREAS, the City of Charlotte, recognizes the importance of a properly staffed professional fire department, for the well-being of residents and visitors to our community, and

WHEREAS, it is further recognized, that a Cadet/Explorer Program will help to assure the availability of competent well-trained individuals to consider for future fire department vacancies, now

THEREFORE, be it resolved, that the City of Charlotte, hereby authorizes the fire chief to establish and maintain a Cadet/Explorer Program within the fire department, composed of individuals from 16 through 17 years of age.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried; Yea ; Nay ; Absent

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on October 02, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk

Return adopted resolution to:
Bureau of Fire Services
Fire Fighter Training Division
611 W. Ottawa St., 4th Floor
Lansing, MI 48933

RESOLUTION NO. 2023-46
TO AMEND THE BUDGET FOR THE 2023-24 FISCAL YEAR

WHEREAS, City Council has approved the application and acceptance of the 2022 Assistance to Firefighters Grant (AFG) through FEMA in the amount of \$786,327.50 and now must approve the expenditure of these funds by way of a budget amendment;

BE IT HEREBY RESOLVED by the City Council of the City of Charlotte that the 2023-24 Fiscal Year Budget is amended, and that the following general ledger accounts be increased to accommodate the terms of the 2022 Assistance to Firefighters Grant (AFG) pursuant to the FEMA award letter dated 8/7/2023.

206-000.000-528.000	Federal Grants – Other	\$714,843.18
206-336.000-974.100	FEMA Grant 2003	\$786,327.50

(Participating jurisdictions matching fund revenues will be accounted for at a later date)

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried; Yea ; Nay ; Absent .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on October 11, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk



Memo

To: Honorable Mayor Armitage; City Council

From: Fire Chief Kevin Christiansen

Date: September 26, 2023

Re: 2022 Assistance to Firefighters Grant (AFG) Cooperative Purchase

Background; Assistance to Firefighters Grant to replace SCBA's that are 10-17 years' old. This equipment is a critical need for the Fire Department. The current SCBA's are beyond their useful life for the fire service. The City of Charlotte is acting as the fiscal sponsor in a combined effort on behalf of the needs of the department as well as the needs of the Vermontville Fire Department, Olivet Fire Department, Windsor Fire Department, Eaton Rapids Township Fire Department, and Nashville Fire Department. We currently operate in response to the cooperative (partner) agreement with these departments and thus it is most efficient for all the departments to cooperatively purchase and use the same type SCBA from the same vendor.

Recommendation; As per the Exception to Standard Purchasing Procedure on page 3 of the approved Purchasing Policy under Cooperative Purchase, approve the waiver of the sealed bid process for award to West Shore Fire, Inc. of Allendale MI under the terms and requirements of the AFG grant award. This vendor and SCBA type is in use by, and has been selected for continued use by, the other associated Eaton County Fire Departments listed above in "Background". And thus, we must all use the same vendor to qualify for this grant.

Financial Impacts; This grant will save the city \$273,331.68 for the cost of replacing 35 SCBA's.

City of Charlotte will pay the total 10% sum required match equal to \$71,484.32, which will then be partially reimbursed by the other Fire Departments who will be billed their percentage of the \$71,484.32. The City of Charlotte will only pay an estimated maximum \$35,000 of that \$71,484.32. The new SCBA's will be received around April 2024, at that time we will have to pay for the SCBA's and then invoice the other fire departments their portion. The current City of Charlotte SBCA's will be auctioned off after receipt of the new SCBA's and the funds received from the auction will be used to further reduce the \$35,000 (maximum) obligation for the new SCBA's.

Suggested Motion; Approve the cooperative purchase and waiver of the sealed bid process.



CHARLOTTE FIRE DEPARTMENT & RURAL FIRE ASSOCIATION

Fire Chief

111 E. Lawrence Ave., Charlotte MI 48813

Ph. 517-543-0421



DATE: September 26, 2023

SUBJECT: 2022 Assistance to Firefighters Grant (AFG) waiver

To: Honorable Mayor Armitage; City Council & City Manager Troy Bell

Recently the Charlotte Fire Department along with Vermontville Fire Department, Olivet Fire Department, Windsor Fire Department, Eaton Rapids Township Fire Department, and Nashville Fire Department received an awarded of \$786,327.50 AFG grant to assist our departments in the purchase of self-contained breathing apparatus (SCBA). As a condition of this grant, all departments involved are required to contribute non-federal funds in the amount of \$71,484.32. This amount will be split between all departments involved in the grant. The Charlotte Fire Department is the host department for the grant and is required to make purchases and request reimbursement from FEMA.

Several departments involved in this grant currently have Scott brand SCBA and cannot change manufacturers. Our department has tested several different brands of SCBA and has determined that Scott brand SCBA works the best for our department. A condition for the grant is all departments will have to purchase the SCBA's from the same manufacturer.

In accordance with the City of Charlotte purchasing manual, we are requesting the council's approval in waiving the sealed bid process for purchases related to this grant over \$10,000. This will allow the fire department to receive written quotes from vendors.

Included with this memo is the award package from FEMA.

Kevin Christiansen
Fire Chief
City of Charlotte Fire Department
111 E Lawrence Ave.
Charlotte, MI 48813
Station 517-543-0241
Cell 517-243-8332
www.charlottemi.org

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/07/2023



Daniel Daly
CITY OF CHARLOTTE
111 E LAWRENCE AVE
CHARLOTTE, MI 48813

EMW-2022-FG-01810

Dear Daniel Daly,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$714,843.18 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$71,484.32 for a total approved budget of \$786,327.50. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF CHARLOTTE

UEI-EFT: LYXEDFRFFJ17

DUNS number: 041614652

Award number: EMW-2022-FG-01810

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$765,000.00
Supplies	\$19,827.50
Contractual	\$1,500.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$714,843.18
Non-federal	\$71,484.32
Total	\$786,327.50
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Grant writer fee

Grant writer fee		
DESCRIPTION Grant Writer Fee x 1 = \$1500		
QUANTITY	UNIT PRICE	TOTAL
1	\$1,500.00	\$1,500.00
BUDGET CLASS Contractual		

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders				
DESCRIPTION 85 SCBA w/masks & 2 bottles x \$9,000 each = \$765,000				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	69	\$9,000.00	\$621,000.00	Equipment
CHANGE FROM APPLICATION Quantity from 85 to 69				
JUSTIFICATION The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.				

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

16 SCBA w/masks & 2 bottles x \$9,000 each = \$765,000

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	16	\$9,000.00	\$144,000.00	Equipment

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

Face Pieces (not associated with SCBA requests)

DESCRIPTION

35 additional masks @ \$1,500 each = \$52,500

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	35	\$566.50	\$19,827.50	Supplies

CHANGE FROM APPLICATION

Unit price from **\$1,500.00** to **\$566.50**

JUSTIFICATION

This reduction is because the cost you requested for Face Pieces exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF CHARLOTTE

UEI-EFT: LYXEDFRFFJ17

DUNS number: 041614652

Award number: EMW-2022-FG-01810

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-01810	2. Amendment No. N/A	3. Recipient No. 386004528	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address CITY OF CHARLOTTE 111 E LAWRENCE AVE CHARLOTTE, MI 48813		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Daniel Daly		9a. Phone No. 5175430241	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/07/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/14/2023 to 08/13/2025 Budget Period 08/14/2023 to 08/13/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$714,843.18	\$714,843.18	\$71,484.32
Totals			\$0.00	\$714,843.18	\$714,843.18	\$71,484.32
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
~~16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~ This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/07/2023



Memo

To: Honorable Mayor Armitage; City Council
From: Mary LaRocque, City Clerk
Date: October 6, 2023
Re: County Early Voting Agreement between Eaton County and City of Charlotte (and others)

Background

A contract, as noted below, has been developed between Eaton County and several voting jurisdictions, including the City of Charlotte, to provide voters the opportunity for early voting as prescribed by election law and to ensure all voting jurisdictions (municipalities) named in the contract, are in compliance with this law and by cost sharing, will incur a smaller liability expense vs having conducted early voting singularly.

"COUNTY EARLY VOTING AGREEMENT
between
EATON COUNTY and
BELLEVUE TOWNSHIP, BENTON CHARTER TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CHESTER
TOWNSHIP, EATON TOWNSHIP, EATON RAPIDS TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, ROXAND
TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, CITY OF CHARLOTTE, CITY OF
EATON RAPIDS, CITY OF OLIVET, AND CITY OF POTTERVILLE"

Recommendation

In accordance with section 15.1, chapter 15, the Council must authorize the making of contracts on behalf of the city and therefore it is recommended that the Council approve and authorize entering into a contract with Eaton County for the purpose of conducting early voting beginning with the 2024 election year, and authorizing City Clerk LaRocque as signatory. City Manager Bell has approved as to content and City Attorney Revore has approved as to form.

Financial Impacts

The Bureau of Elections is providing grant funding to cover much of the initial equipment and material expenses which would otherwise be a shared expense (or a singular expense without this collaboration) for each participating municipality. The shared expense noted below covers labor and publishing and it is anticipated by the Eaton County Clerk that \$750.00 per election will be billed to each of the 17 participating municipalities. *Please note, there will be other expenses the city will incur associated with the State and Federal elections, but those expenses are outside this particular agreement, which only covers early voting.*

Suggested Motion

Motion to approve the Early Voting contract between Eaton County and the City of Charlotte

COUNTY EARLY VOTING AGREEMENT

between

EATON COUNTY

and

BELLEVUE TOWNSHIP, BENTON CHARTER TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CHESTER TOWNSHIP, EATON TOWNSHIP, EATON RAPIDS TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, ROXAND TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, AND CITY OF POTTERVILLE

This County Early Voting Site Agreement (the “Agreement”) is made between **Eaton County (the “County”)**, 1045 Independence Blvd., Charlotte, MI 48813 and **Bellevue Township**, 121 N Main Street, Bellevue, MI 49021; **Benton Charter Township**, 5136 Windsor Highway, Potterville, MI 48876; **Brookfield Township**, 2508 E. Five Point Highway, Charlotte, MI 48813; **Carmel Township**, 661 Beech Highway, Charlotte, MI 48813; **Chester Township**, 5044 Moyer Road, Charlotte, MI 48813; **Eaton Township**, 3981 E. Clinton Trail, Charlotte, MI 48813; **Eaton Rapids Township**, 2512 S. Canal Road, Eaton Rapids, MI 48827; **Hamlin Township**, 6463 South Clinton Trail, Eaton Rapids, MI 48827; **Kalamo Township**, 8960 Spore Highway, Vermontville, MI 49096; **Roxand Township**, 100 Ionia Street, Mulliken, MI 48861; **Sunfield Township**, 145 Main Street, Sunfield, MI 48890; **Vermontville Township**, 120 First Street, Vermontville, MI 49096; **Walton Township**, 8730 S. Cochran Road, Olivet, MI 49076; **City of Charlotte**, 111 E. Lawrence Highway, Charlotte, MI 48813; **City of Eaton Rapids**, 200 S. Main Street, Eaton Rapids, MI 48827; **City of Olivet**, 117 S. Main Street, Olivet, MI 49076; **City of Potterville**, 319 N. Nelson Street, Potterville, MI 48876 (collectively, the “Municipalities”). In this Agreement, the county and each municipality will be represented by their respective clerk in their official capacity **(collectively, the “Municipalities”)**. In this Agreement, the county and each municipality will be represented by their respective clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The County and the Municipalities enter into this Agreement for the purpose of operating a joint early voting site.

1. **DEFINITIONS.** The following words and expressions, as used in the Agreement, are defined as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the Eaton County Clerk as responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and for monitoring the administrative requirements of early voting for the Municipalities.
 - 1.3 **County Clerk** means the Eaton County Clerk.
 - 1.4 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in the County and the Municipalities, as described in MCL 168.720b – MCL 168.720j.
 - 1.5 **Election Services** includes the following individual Election Services provided by the County: Programming, training, posting notices, precinct kits, troubleshooting, testing, payroll, and appointment of election inspectors.
 - 1.6 **Municipality** means any of the participating Municipalities.
 - 1.7 **Qualified Voter File (“QVF”)** means the statewide qualified voter file established according to MCL 168.509o.
 - 1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the QVF administrator of early voting information within the QVF.
 - 1.9 **Site Supervisor** means the participating Municipal clerk or a member of the County Clerk’s staff who will act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk’s staff to act as a supervisor for different days of early voting.
2. **SCOPE OF AGREEMENT.**
 - 2.1 Early voting for all participating Municipalities will be provided for all statewide and federal elections pursuant to this Agreement.
 - 2.2 The County and Municipalities, individually or collectively, may conduct early voting for non-statewide elections at their mutual discretion. The County and the participating Municipalities must execute an addendum to this Agreement establishing early voting for non-statewide elections.
3. **COORDINATOR.**
 - 3.1 Eaton County Election Specialist Kim Morris will serve as Coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

3.1.1 In the event that a Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, a Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

3.2 If a Coordinator becomes unavailable for any reason, the Eaton County Clerk will serve as Backup Coordinator and will assume the responsibilities of Coordinator. If the Backup Coordinator is unavailable for any reason, the County Clerk will appoint the new Coordinator.

4. QUALIFIED VOTER FILE CONTROLLER.

4.1 Eaton County Election Specialist Kim Morris, will serve as the Qualified Voter File ("QVF") Controllers of early voting information within the QVF. The Controllers' duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. If the QVF Coordinator is unable to complete the tasks, the County Clerk will assign a Municipal Clerk to fulfill these responsibilities.

5. APPROVAL OF EARLY VOTING SITES.

5.1 The County Clerk, after consulting with the participating Municipal Clerks, must submit each early voting site location to the Board of County Election Commissioners for approval.

6. APPOINTMENT OF ELECTION INSPECTORS.

6.1 The Board of County Election Commissioners is responsible for the appointment of election inspectors.

6.2 At least 31 days before each statewide and federal election, the Board of County Election Commissioners must appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.

6.3 The Board of County Election Commissioners must designate one appointed election inspector as chairperson.

7. DETERMINATION OF EARLY VOTING SITES.

7.1 The County Clerk and the participating Municipal Clerks have reviewed the total number of registered voters in Eaton County and have determined that one county-administered voting site will adequately serve the voters in the above stated participating municipalities.

- 7.2** The County Clerk and the participating Municipal Clerks have reviewed the geographics and demographics of the county to determine the best possible location to offer early voting to the voters of the above stated participating municipalities. It has been determined that a central early voting site in Carmel Township will best serve the voters.

APPROVAL OF EARLY VOTING HOURS.

- 7.3** Prior to the submission of an early voting plan, the County Clerk and the clerks of the participating Municipalities will do all of the following:
- 7.3.1** For the required nine consecutive early voting days, the County Clerk and the clerks of the participating Municipalities will determine the hours that early voting will be provided. Any Party may propose hours of operation.
 - 7.3.2** For any dates or hours beyond the required nine consecutive early voting days and guaranteed early voting hours, the County Clerk and the clerks of the participating Municipalities will determine the hours that early voting will be provided. Any Party may propose hours of operation.
 - 7.3.3** For any elections held pursuant to this Agreement in addition to statewide and federal elections, the County Clerk and the clerk(s) of the Municipality/Municipalities for which the election is being held will determine the hours of early voting.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1** Not less than 45 days before Election Day, the County Clerk and the clerk of each participating Municipality must give public notice of the dates and hours for early voting at the joint early voting site by posting of the notice on the County and each Municipality's website and any other method of posting determined by the County Clerk and/or each Municipal Clerk.

9. BUDGET AND COST SHARING.

- 9.1** The County is the responsible party for requesting and disbursing funds related to early voting. Each municipality is responsible for a fraction of total costs shared equally among the participating municipalities and will be invoiced by the County following each election.

10. STAFFING AND SUPERVISION

- 10.1** The Coordinator is responsible for ensuring adequate staffing and supervision at early voting site including selection of the site supervisor who oversees a specific early voting site.

10.2 The site supervisor shall operate in the same manner and have the same authority as a Municipal Clerk operating in an election day polling place.

10.3 The site supervisors for early voting sites must be listed in the early voting plan.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

11.1 Prior to the submission of an early voting plan, the County Clerk and the clerks of the participating Municipalities must do all of the following:

11.1.1 Based on the number of registered voters within the participating municipalities of this agreement, the County and the Municipalities have agreed that there will be two tabulators, two early voting laptops and one voter assist terminal deployed at the County-administered voting site.

11.1.2 The County will provide the tabulators and early voting poll book laptops or other voting equipment.

11.2 The Eaton County Board of Election Commissioners in a joint effort with the Coordinator will be responsible for conducting testing of the electronic voting equipment.

11.3 The Coordinator will be responsible for taking necessary steps to download the early voting poll book and set up the early voting poll book laptops.

11.4 Tabulators and early voting poll book laptops used at the early voting site will be programmed to tabulate ballots for multiple municipalities covered in this agreement.

12. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

12.1 During Early Voting, the Coordinators must ensure compliance with the closing procedures described in MCL 168.720j(8), MCL 168.720j(9), MCL 168.720j(11), and any instructions issued by the Secretary of State.

12.2 During Early Voting, the Coordinators must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.

13. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

13.1 The Eaton County Board of Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13.2 At the conclusion of Election Day, the Coordinators must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

14. EARLY VOTING PLAN.

- 14.1** No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinators must ensure an early voting plan is filed with the County Clerk.

15. COMMUNICATION STRATEGY.

- 15.1** Municipal Clerks will post early voting information on their Municipality's website (if any) at least 45 days before an election.
- 15.2** Municipal Clerks will mail at least 1 information flier to all households in the Municipality. At the Municipalities' request, the County Clerk may complete this mailing to households on behalf of the participating Municipalities. Each municipality would be responsible for the portion of mailing costs to the voter households in their municipality.
- 15.3** Municipal Clerks will post dates, hours, locations, and which municipalities are served by each voting site.
- 15.4** The County may also communicate Early Voting information to voters by use of public service announcements, published public notices, County website postings and/or County Clerk Facebook postings.

16. NOTICE TO SECRETARY OF STATE.

- 16.1** At least 110 days before the first statewide or federal election, the County Clerk must provide a copy of the early voting plan to the Secretary of State.
- 16.2** Not less than 45 days before the first early voting day allowed by statute, the County Clerk must provide the Secretary of State with any changes made to a previously submitted early voting plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities.

17. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 17.1** This Agreement and any amendments are effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating Municipal clerk.
- 17.2** The Agreement is in effect until and unless it is cancelled, modified, or terminated.

18. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 18.1** If the County Clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each participating Municipality must submit a revised early voting plan to the Secretary of State outlining the manner in which early voting will be provided.

- 18.2** If the Parties terminate the Agreement for any reason, the clerk of each participating Municipality must submit a revised early voting plan to the Secretary of State outlining the manner in which early voting will be provided.
- 18.3** If a Municipality withdraws from the Agreement for any reason, the clerk of the Municipality withdrawing from the Agreement must submit a revised early voting plan to the Secretary of State outlining the manner in which early voting will be provided. A Municipality may withdraw from the Agreement by providing at least 30 days' written notice to the other Parties to the Agreement.
- 18.4** A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.
- 18.5** If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

Date:
Diana Bosworth
Eaton County Clerk& Register of Deeds

Date:
Patti Kepitis
Roxand Township Clerk

Date:
Lisa Lawitzke
Bellevue Township Clerk

Date:
Betsy Gibbs
Sunfield Township Clerk

Date:
Joy Suits
Benton Charter Township Clerk

Date:
Rita Miller
Vermontville Township Clerk

Date:
Deborah Granger
Brookfield Township Clerk

Date:
Erin Cummings
Walton Township Clerk

Date:
Laura Goostrey
Carmel Township Clerk

Date:
Mary LaRocque
Charlotte City Clerk

Date:
Sheila Draper
Chester Township Clerk

Date:
Robin Webb
Eaton Rapids City Clerk

Date:
Corie Morris
Eaton Township Clerk

Date:
Amy Huepenbecker
Olivet City Clerk

Date:
Robin Morgan
Eaton Rapids Township Clerk

Date:
Becky Dolman
Pottersville City Clerk

Date:
Katherine King
Hamlin Township Clerk

Date:
Dawn Conklin
Kalamo Township Clerk



CHARLOTTE FIRE DEPARTMENT & RURAL FIRE ASSOCIATION

Fire Chief – Kevin Christiansen

111 E. Lawrence Ave., Charlotte MI 48813

Ph. 517-543-0421



October 3, 2023

To: Charlotte City Council

Re: Fireworks permit for ACE Pyro, LLC & Charlotte Public Schools

We have reviewed the application for fireworks to be held at the Charlotte High School baseball field on the night of October 13th 2023, after the CHS Varsity Football game. The pyrotechnic operator meets all of our criteria and the location has been approved by our department. We also have worked with this company and pyrotechnician in the past at the same location.

Therefore, our department recommends approval of the application.

Tyger Fullerton
Assistant Fire Chief
Charlotte Fire Department

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256		The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.			
TYPE OF PERMIT(S) (Select all applicable boxes)					
☐ Agricultural or Wildlife Fireworks		☐ Articles Pyrotechnic		☒ Display Fireworks	
☐ Public Display		☒ Private Display			
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes					
NAME OF APPLICANT Matthew Jenca		ADDRESS OF APPLICANT 9700 Burmeister Rd Saline, MI 48176		AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER ACE Pyro, LLC		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd Saline, MI 48716			
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER	
NAME OF PYROTECHNIC OPERATOR Matthew Jenca		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd Saline, MI 48176		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO	
NO. YEARS EXPERIENCE 13	NO. DISPLAYS 500+	WHERE Michigan and Illinois			
NAME OF ASSISTANT		ADDRESS OF ASSISTANT		AGE OF ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO	
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☐ YES ☐ NO	
EXACT LOCATION OF PROPOSED DISPLAY Charlotte High School 378 State St. Charlotte, MI 48813					
DATE OF PROPOSED DISPLAY 10/13/23		TIME OF PROPOSED DISPLAY TBD			
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT All product will remain at ACE Pyro's facility until the day of the display					
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY The Partners Group Ltd			
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 11225 SE 6th Street, Suite 110, Bellvue, WA 98004					
NUMBER OF FIREWORKS		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)			
Approx 500		Assorted aerial display shells ranging from 1" to 8"			
10-20		Professional Display Cakes			
SIGNATURE OF APPLICANT				DATE	

Application for Fireworks Other Than Consumer or Low Impact

[illegible]

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011](#), [MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.
☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks	PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
☐ Public Display ☒ Private Display	
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	

NAME OF PERSON PERMIT ISSUED TO Matt Jenca	AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
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ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burneister Rd Saline, MI 48176

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC

ADDRESS 9700 Burneister Rd Saline, MI 48176
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NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 500 display shells ranging from 1" to 8" 10-20 display cakes
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EXACT LOCATION OF DISPLAY OR USE Charlotte High School 378 State St. Charlotte, MI 48813

CITY, VILLAGE, TOWNSHIP Charlotte, MI	DATE 10/13/23	TIME TBD
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BOND OR INSURANCE FILED ☒ YES ☐ NO	AMOUNT \$10,000,000
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Issued by action of the Legislative Body of a ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____ _____ (Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com	FAX (A/C, No): 425-455-6727
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : James River Insurance Co		12203
INSURER B : Everest Denali Insurance Company		16044
INSURER C : AXIS Surplus Lines Insurance Company		26620
INSURER D : Arch Specialty Insurance Company		21199
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1413628139

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		001367790	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00266221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			P00100083992002	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability - Occurrence			UXP104824701	11/1/2022	11/1/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form #FP 5201 0112 Additional Insured-Automatic Status When Required By Written Contract or Written Agreement attached:
Additional Insured: Charlotte Public Schools and their affiliates and members.
Display Location: Baseball Field at 378 State St Charlotte, MI
Display Date: October 13, 2023

CERTIFICATE HOLDER**CANCELLATION**

Charlotte Public Schools
378 State St.
Charlotte MI 48813

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

- ☐ All Coverage Parts or
☒ Only the following checked Coverage Part(s)

- ☒ COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY – LIMITED
N/A COVERAGE PART C - PROFESSIONAL LIABILITY
N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
☐ COVERAGE PART F - PRODUCTS/COMPLETED OPERATIONS LIABILITY
N/A COVERAGE PART G - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION II – Who Is An Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this Policy by written contract or written agreement in effect during this “policy period” and executed prior to the “occurrence” of any “bodily injury” or, “property damage” but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

Liability for the above acts or omissions includes the liability you are required to assume in a written contract or written agreement with an additional insured that is specifically related to “your work”, provided that assumption of the additional insured’s liability is permitted by law.

The insurance provided to the additional insured(s) under this endorsement is limited as follows:

1. In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
2. Any coverage provided by this endorsement to an additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.
3. With respect to the insurance afforded to the additional insured(s), the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, (other than service, maintenance or repairs) on the project to be performed by

or on behalf of the additional insured(s) at the location of the covered operations, has been completed; or

- b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

provided that item 3.a. and 3.b. above shall not apply if such coverage is required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.