

ST. CLAIR TOWNSHIP
 1539 S. Bartlett Rd. St. Clair, MI 48079
 Phone (810) 329-9042 Fax (810) 329-1198
www.stclairtp.org

St. Clair Township Board Meeting
 April 19, 2021
 7:00 p.m.

Supervisor Boulier called the St. Clair Township Board meeting to order at 7:00 p.m. with the Pledge of Allegiance to the Flag. Roll Call: Present- Trustees Mollan, Kays, Boeck & Hovis and Clerk Skonieczny. Absent (excused) Treasurer Hanrahan.

1. Moved by Trustee Kays. Seconded by Trustee Boeck to accept the minutes of the April 12, 2021 Township Special Board Meeting. Motion Carried.

2. Moved by Clerk Skonieczny. Seconded by Trustee Mollan to amend the agenda to include St Clair Township Fire Protection Agreement with City of Marysville. Roll Call: Yes-Trustees Boeck, Hovis, Kays & Mollan, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

3. Moved by Trustee Kays. Seconded by Trustee Mollan to pay all bills pending review of when bookkeeper's services were paid.

GENERAL FUND

C. CUNNINGHAM	BOOKKEEPING SERVICES FEBRUARY 8.25 HOURS	247.50
KCI	ASSESSMENT NOTICES	610.61
MICHIGAN.COM	SUBSCRIPTION	22.00
PATHOLOGY SPECIALIST	MEDICAL	102.50
FIRST BANKCARD	OFFICE SUPPLIES & ELECTION POSTAGE	282.60
21ST CENTURY MEDIA	PUBLICATIONS	401.40
MARCO TECHNOLOGIES	COPIES	46.80
PROPET	DOGIPOT LITTER BAGS	164.90
C. CUNNINGHAM	BOOKKEEPING SERVICES MARCH 9 HOURS	270.00
SCC RESA	COMPUTER SERVICES	263.18
USA TODAY NETWORK	PUBLIC HEARING NOTICE (ORD 195) & JOB AD	364.21
SEMCO ENERGY	TWP HALL HEATING	242.14
	TOTAL GENERAL FUND	3,017.84

ROAD FUND

SCC ROAD COMMISSION	EMERGENCY ROAD REPAIRS	1,716.74
	TOTAL ROAD FUND	1,716.74

INSPECTION FUND

W. KLAASSEN	INSPECTOR COMMISSION	75.00
	TOTAL INSPECTION FUND	75.00

SEWER FUND

SEMCO ENERGY	GENERATOR	18.40
CITY OF ST. CLAIR	SEWER TREATMENT	9,852.70
	TOTAL SEWER FUND	9,871.10

WATER FUND

ST. CLAIR TOWNSHIP
 1539 S. Bartlett Rd. St. Clair, MI 48079
 Phone (810) 329-9042 Fax (810) 329-1198
www.stclairtp.org

CITY OF ST. CLAIR	WATER PURCHASE	21,477.40
	TOTAL WATER FUND	21,477.40
	TOTAL FOR ALL FUNDS	36,158.08

Roll Call: Yes-Trustees Boeck, Hovis, Kays & Mollan, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

4. Moved by Clerk Skonieczny. Seconded by Trustee Boeck to approve the 2021-2022 St Clair Township Fire Protection Agreement with City of Marysville (attached). Roll Call: Yes-Trustees Boeck, Hovis, Kays & Mollan, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

5. Moved by Trustee Kays. Seconded by Trustee Boeck to accept bid from Lotus to install Raco Alarmagent 5G Radio upgrades at six stations at a total cost of \$8,908.00. Roll Call: Yes-Trustees Boeck, Hovis, Kays & Mollan, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

6. Moved by Clerk Skonieczny. Seconded by Trustee Kays to contract with the St Clair County Road Commission for:

- a) First Chloride at a cost of \$32,352.00
- b) Second Chloride at a cost of \$32,352.00
- c) Limestone at a cost of \$238,932.86
- d) Limestone for Richman Road at a total cost of \$24,611.04 with the Township share being \$4,922.21 and the \$19,688.83 balance being paid from the Local Limestone Program

Roll Call: Yes-Trustees Boeck, Hovis, Kays & Mollan, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

7. Moved by Trustee Boeck. Seconded by Trustee Mollan to cancel the May 3, 2021 Township Board meeting due to the Marysville School Millage Election. Motion Carried.

8. Moved by Trustee Boeck. Seconded by Trustee Mollan to adjourn.

Meeting adjourned at 7:32 pm.

Joyce A. Skonieczny
 Clerk

ST. CLAIR TOWNSHIP FIRE PROTECTION AGREEMENT
2021/2022

This agreement, made and entered into this 19th day of April, 2021, by and between the City of Marysville, a Municipal Corporation situated in the County of St. Clair, in the State of Michigan, hereinafter referred to as Marysville, and the Township of St. Clair, a Municipal Corporation situated in the County of St. Clair, in the State of Michigan, hereinafter referred to as St. Clair Township.

WITNESSETH:

1. Responses and Response Area: Marysville agrees to have its Fire Department respond to any fire, rescue or medical call subject to the terms set forth herein, and during the term of this agreement, provided the roads, in Marysville's discretion, are reasonably passable for the movement of fire equipment; and specifically subject to Paragraph 4; the Township area that this contract covers is the following described area, situated in the Township of St. Clair, County of St. Clair and State of Michigan, and hereinafter referred to as the Service Area:
 - a. On the North by boundary drawn as follows:
 - Commencing at the intersection of Range and 16th Street, thence
 - Westerly along 16th Street following the north township border;
 - Thence westerly along Wills Drive to the intersection of S. Airport Road;
 - Thence south along S. Airport to the intersection of Gratiot;
 - Including both sides of Gratiot to the intersection of Wadhams.
 - b. On the West by Wadhams Road.
 - c. On the East by Range Road.
 - d. On the South by boundary drawn as follows:
 - Commencing at the intersection of Wadhams Road and Klettner Road;
 - Thence southerly along Klettner Road to the South Section line of Section 10, Town 5 North, Range 16 East, St. Clair Township, County of St. Clair;
 - Including both sides of Allen Road, Witt Road, Lincoln Road and Cuttle Road and West side of Range Road north of Davis Road.
 - e. Along the boundaries above described, said Service Area shall be deemed to include the:
 - South side only of Wills Drive;
 - West side only of Range Road;
 - Both sides of Gratiot Road, Klettner Road, Allen Road (not Davis), Witt Road and Cuttle Road.

- f. Notwithstanding any other provision to the contrary, said Service Area shall further include that portion of St. Clair Township situated in Section 15, Town 5 North, Range 16 East, lying North of Klettner Road situated within Section 1.
2. Term/Payment: It is agreed that the term of this agreement is for a one (1) year period subject to Paragraph 6 and shall commence at 12:00 a.m., May 1st, 2021, and terminate at 11:59 p.m. April 30, 2022. St. Clair Township agrees to pay Marysville the sum of \$10,000.00 per year as an Annual Fee, paid annually, on May 1, 2021, and annually thereafter, through the term of this agreement. In addition, St. Clair Township agrees to pay an additional \$209.00 for each Fire, Rescue and Medical call. Provided however, in the event of any response under this contract exceeds 4 hours, from start to end of cleanup, St. Clair Township shall pay Marysville for Marysville's response costs after the first 8 hours of any continuous response, pursuant to 4(B). Once Marysville leaves the scene, if it is called back for any reason, the same shall constitute a new response.
3. Responses/Priority/Capabilities: This Agreement is subject to the following specific conditions:
 - A. Priority in Responses. It is further specifically agreed and understood by the parties hereto the Marysville is or may be contracting to furnish Fire Protection with other units of Government and provides its own fire protection. Notwithstanding any other term or provision of this Agreement, if is specifically agreed upon that one (1) fire truck, with reasonable fire fighting personnel shall always be kept available in Marysville for Marysville. In the event the fire equipment and/or personnel of Marysville are first reasonably needed for the fire protection of Marysville, such equipment shall remain in Marysville as long as it and/or they are reasonably needed. In case of fire in any units other than Kimball, the fire equipment and personnel shall respond to such units, including St. Clair Township, on a fire call basis; provided, however, once Marysville is engaged at a fire in St. Clair Township, it will not leave to fight a fire in Marysville until it secures another fire fighting unit, such as a Mutual Aid responder, and that unit is engaged at the response to St. Clair Township.
 - B. Notwithstanding any mutual aide agreement to the contrary, all responses by Marysville to the area of St. Clair Township included in this contract shall be a response pursuant to this contract and not a mutual aid response. A mutual aid response by some other fire department in this area shall be deemed a response by Marysville for the purposes of Marysville performing its obligations hereunder.
 - C. Fire Department Capability. It is further specifically agreed that the terms and conditions of this Agreement in no way or manner whatsoever obligates Marysville expressly or implied, to increase or improve its presently existing fire fighting capabilities or to maintain such capabilities to any specific level as may exist from

time to time. St. Clair Township acknowledges that it has independently reviewed the status of the Marysville fire fighting capabilities and will continue to do so. If St. Clair Township is not satisfied with those capabilities at any point in time, its remedy is to terminate the contract. Marysville has no obligation with regard to hazardous release responses per Paragraph 4.

4. Hazardous Response/Release Exclusion. When a response pursuant to this contract is or appears to be, or turns out to be, a response relative to or involving or arising from a hazardous substance or hazardous waste or other hazardous materials response as defined by Federal or State law, then the following also applies:

A. The parties acknowledge that the Marysville Fire Department has limited capability as to the above reference to hazardous substance or material responses and is not capable of responding to and eliminating most if not all hazardous releases as defined by Federal or State law. Marysville will reasonably respond in any event to assist in mitigating what appears to be or is a hazardous release to the extent of its capabilities. It is recognized that the County Hazardous Material Team or a private responder will be needed and that Marysville has no obligation to call for or obtain the same; in the event that Marysville elects to become involved in fighting a hazardous release or situation, St. Clair Township agrees to pay for the same pursuant to (B) below.

B. Charges above Retainer. Notwithstanding Paragraph 5, St. Clair Township will pay Marysville's costs and charges as lawfully and reasonably determined per City of Marysville Ordinance No. 440 (Fire and Emergency Cost Reimbursement) for these responses. If Marysville's ordinance is not applicable to the response for any reason then as determined pursuant to any applicable St. Clair Township Ordinance or other applicable law, St. Clair Township will be responsible for the cost of collection and for recovering payment from any person or entity responsible for paying for such costs; provided however if any insurance provisions or other regulations require Marysville as the actual provider to file a claim or to take other such collection action directly Marysville will cooperate with St. Clair Township to process such collection as St. Clair Township deems necessary or convenient. St. Clair Township shall hold Marysville harmless from any liability, costs, or loss relative for the same, including Marysville's personnel costs, legal review, or other costs and expenses, and shall have the St. Clair Township attorney and personnel process to the extent feasible.

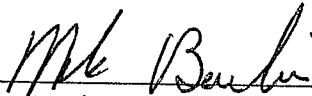
5. Hold Harmless to St. Clair Township regarding Marysville Personnel and Property. Marysville shall hold St. Clair Township harmless concerning any claims for damages resulting from the injury or death suffered by any of the personnel of Marysville or from damage to any property belonging to Marysville in carrying out this Agreement, except as provided otherwise by Paragraph 4.
6. Review and Termination. On March 31st of each year this contract shall be reviewed by both parties for modification of any continuing contract. St. Clair Township may

terminate this agreement in writing and without prior notice by personally serving such notice to the City Clerk at the Marysville City Hall. Marysville may revoke or cancel this agreement by giving thirty (30) days written notice to St. Clair Township provided however in the event of termination, a pro-rated percentage of the Annual Fee shall be refunded on the basis of a 365 day year.

7. By acceptance of this contract, St. Clair Township agrees to abide by the Marysville Fire Prevention Code Ordinance 111.
8. Right-To-Know. St. Clair Township will be responsible for community Right-To-Know, Section 5P of the Michigan Fire Prevention Code, Act 207, as amended.

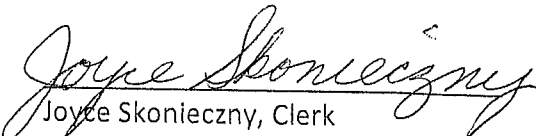
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

Randall Fernandez, City Manager



Mike Boulter, Supervisor

Rene Stoia, City Clerk



Joyce Skonieczny, Clerk