



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

JANUARY, 2023

DAY	TITLE	TIME	LOCATION
9	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
9	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
10	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Planning Commission	7:00 PM	CANCELED
12	Zoning Board of Appeals	7:00 PM	CANCELED
16	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
17	Brownfield Redevelopment Authority	6:00 PM	CANCELED Due to lack of quorum
23	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
24	Auburn Hills Building Authority	10:30 AM	Administrative Conference Room 1827 N. Squirrel Road

NOTE: Anyone planning to attend the meeting who has need of special assistance under the American's with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be please to make the necessary arrangements.



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

February, 2023

DAY	TITLE	TIME	LOCATION
6	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
6	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
9	Zoning Board of Appeals	4:00 PM	Council Chamber 1827 N. Squirrel Road
13	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
14	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
20	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
21	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
28	Public Safety Advisory Committee	5:00 PM	Public Safety Building 1899 N. Squirrel Road

NOTE: Anyone planning to attend the meeting who has need of special assistance under the American's with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be please to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.



CITY OF AUBURN HILLS
MONDAY, JANUARY 23, 2023
Regular City Council Meeting ♦ 7:00 PM

Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI
248-370-9402 ♦ www.auburnhills.org

- 1. MEETING CALLED TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL OF COUNCIL**
- 4. APPROVAL OF MINUTES**
 - 4a. City Council Regular Meeting Minutes, January 9, 2023.
- 5. APPOINTMENTS AND PRESENTATIONS**
 - 5a. Motion – To confirm the appointments of Steve Baldante, Jay Boelter, Ron Moniz, Brandon Skopek, and Tom Tanghe to the Auburn Hills Building Authority.
 - 5b. Motion – To confirm the reappointment of Chris Slocum to the Brownfield Redevelopment Authority.
- 6. PUBLIC COMMENT**
- 7. CONSENT AGENDA**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - 9a. Motion – To allow the Director of the DPW to execute the memorandum of understanding to opt-in to the Low-Income Household Water Assistance Program.
- 10. COMMENTS AND MOTIONS FROM COUNCIL**
- 11. CITY ATTORNEY REPORT**
- 12. CITY MANAGER REPORT**
- 13. ADJOURNMENT**



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JANUARY 23, 2023

AGENDA ITEM NO 4A

CITY COUNCIL



CITY OF AUBURN HILLS REGULAR CITY COUNCIL MEETING

DRAFT

JANUARY 9, 2023

CALL TO ORDER:

Mayor McDaniel at 7:00 PM.

LOCATION:

Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI

Present: Mayor McDaniel, Council Members Carrier, Cionka, Hawkins, Knight, Marzolf, Verbeke

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Police Chief Gagnon, Fire Chief Massingill, Community Development Director Cohen, Construction Coordinator Lang, DPW Director Baldante, Mgr of Fleet & Roads Hefner, Finance Director Schulz, Deputy Treasurer Vittone, Management Assistant Hagge, Engineer Juidici

15 Guests

4. APPROVAL OF MINUTES

4a. City Council Workshop Minutes, December 5, 2022.

Moved by Knight, Seconded by Hawkins.

RESOLVED: To approve the City Council Workshop Minutes, December 5, 2022.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.001

Motion Carried (7 - 0)

4b. City Council Regular Meeting Minutes, December 5, 2022.

Moved by Verbeke, Seconded by Hawkins.

RESOLVED: To approve the City Council Regular Meeting Minutes, December 5, 2022.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.002

Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Appointment and Oath of Office of Salvatore Vittone to Deputy City Treasurer

Ms. Schultz introduced the newly appointed Deputy City Treasurer Salvatore Vittone.

5b. Introduction of Devin Lang and promotion from Code Enforcement Officer to Construction Coordinator
/ Assistant to the Director of Community Development

Mr. Cohen announced the promotion of Mr. Devin Lang.

6. PUBLIC COMMENT

There was no public comment.

7. CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Item 7c (Veterans Memorial Project Funding) by Mr. Knight
- Item 7d (Distribution of ARPA Funding to Rochester Area Neighborhood House) by Mayor McDaniel

7a. Board and Commission Minutes

7a1. Tax Increment Finance Authority, November 8, 2022

7a2. Tax Increment Finance Authority Informational Meeting, December 13, 2022

7a3. Tax Increment Finance Authority, December 13, 2022

RESOLVED: To receive and file the Board and Commission Minutes.

7b. Motion – To approve the purchase of a 2023 Avant 760 Wheel Loader and attachments.

RESOLVED: To approve the purchase of an Avant 760 Compact Wheel Loader and attachments for \$129,236.00 from Alta Equipment Company of New Hudson, Michigan.

Moved by Verbeke, Seconded by Carrier.

RESOLVED: To approve the Consent Agenda.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.003

Motion Carried (7 - 0)

7c. Motion – To award contract and approve funding for the Veterans Memorial Project.

Mr. Knight removed this item to provide details of the project. He shared that there are drawings available through the City Manager's Office.

Moved by Knight, Seconded by Hawkins.

RESOLVED: To approve funding and award a contract to WCI Contractors for the construction of the Veterans Memorial Project in the not-to- exceed amount of \$260,831.00.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.004

Motion Carried (7 - 0)

7d. Motion – To approve the distribution of ARPA funding to The Rochester Area Neighborhood House.

Mayor McDaniel removed this item to ask the Executive Director to The Rochester Area Neighborhood House, Mr. Dreon, to come forward to be recognized. Mr. Dreon thanked City Council for this great gesture at a difficult time for so many.

Ms. Verbeke shared that she was invited to a benefit for The Rochester Area Neighborhood House and heard how recipients of these services not only receive money but also resources, so people can feel successful.

Moved by Knight, Seconded by Verbeke.

RESOLVED: To approve the distribution of the City of Auburn Hills' American Rescue Plan Act funding in the amount of \$80,000.00 to the non-profit organization, The Rochester Area Neighborhood House, Inc. by January 13, 2023. Furthermore, to authorize the Mayor to execute the agreement on behalf of the City.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.005

Motion Carried (7 - 0)

8. OLD BUSINESS

None

9. NEW BUSINESS

9a. Motion – To accept the First, Second, and Third Quarter 2022 Monitoring Network Review Summaries of the Oakland Heights Development Landfill Reports.

Mr. Andrew Foerg shared an update on the Oakland Height Development Landfill Reports. He shared that any concerns that have shown in the past, have been resolved.

Mr. Robb Moore reported on the smell at the Landfill.

Moved by Carrier, Seconded by Hawkins.

RESOLVED: To accept the First, Second, and Third Quarter 2022 Monitoring Network Review Summaries prepared by Environmental Consulting Solutions of the Oakland Heights Development Landfill Reports.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.006

Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Marzolf – He shared that he is please to see the Veteran's Memorial project moving forward and thanked Mr. Knight and the committee for all their hard work on it.

Mr. Knight – He provided an update from the Brownfield Redevelopment Authority and on the Primary Place project. He commented that he would like to see a policy regarding naming buildings after persons that have passed away.

Mr. Hawkins – He commended the response from the Police Department to a situation that was reported on in the media. Chief Gagnon shared that during the holidays there are more mental health calls. He was also pleased with the way his staff deescalated the situation.

Mr. Carrier – He wished everyone a Happy New Year and congratulated the Mr. Vittone and Mr. Lang for their promotions. He also thanked the Police Officers for all that they do.

Mayor McDaniel – He also wished everyone a Happy New Year and a prosperous 2023 year for the City of Auburn Hills.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

Mr. Tanghe – He shared that Mr. Cohen provided an update regarding the projects that took place or will take place in 2023. He commented that over the next 24 months there will be investment of \$650 million dollars in the City of Auburn Hills. He shared that he is grateful that people are continuing to invest in the City of Auburn Hills.

13. ADJOURNMENT

Hearing no objections, the Mayor adjourned the meeting at 7:36 PM.

Kevin R. McDaniel, Mayor

Laura M. Pierce, City Clerk



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 23, 2023

AGENDA ITEM NO 5A

CITY CLERK'S OFFICE

To: City Council
From: Kevin R. McDaniel, Mayor; Laura M. Pierce, City Clerk
Submitted: January 17, 2023
Subject: Motion – To confirm the appointments to the Auburn Hills Building Authority

INTRODUCTION AND HISTORY

Please consider confirming the following appointments to serve a three-year term on the Auburn Hills Building Authority.

Name		Term Ending Date
Steve Baldante	DPW Director	January 23, 2026
Jay Boelter	Resident	January 23, 2026
Ron Moniz	Resident	January 23, 2026
Brandon Skopek	Assistant City Manager	January 23, 2026
Tom Tanghe	City Manager	January 23, 2026

While the Auburn Hills Building Authority has not conducted any business in the last several years, there is an item in which the Building Authority must act regarding an easement issue between the golf course and an adjacent property requiring a building authority action. The appointment may only be necessary in the short-term to address this one single matter, but we believe that keeping the Authority active may serve future interests of the city for which a building authority may need to act.

STAFF RECOMMENDATION

To appoint the individuals listed above to serve three-year terms on the Auburn Hills Building Authority.

MOTION

Move to confirm the appointment of Steve Baldante, Jay Boelter, Ron Moniz, Brandon Skopek, and Tom Tanghe to the Auburn Hills Building Authority to serve three-year terms ending January 23, 2026.



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 23, 2023

AGENDA ITEM NO 5B

COMMUNITY DEVELOPMENT

To: City Council
From: Kevin R. McDaniel, Mayor; Stephanie Carroll, Economic Development Manager
Submitted: January 16, 2023
Subject: Motion – To confirm the reappointment of Chris Slocum to the Brownfield Redevelopment Authority.

INTRODUCTION AND HISTORY

Please consider confirming the following appointment to fulfill a three-year term.

Name	Board	Term Ending Date
Chris Slocum	Brownfield Redevelopment Authority	December 31, 2025

STAFF RECOMMENDATION

It is recommended that that Mr. Slocum be reappointed for a three-year term.

MOTION

Move to confirm the reappointment of Chris Slocum to the Brownfield Redevelopment Authority for a term ending December 31, 2025.



**CITY OF AUBURN HILLS
CITY CLERK'S OFFICE**

1827 N. Squirrel Rd., Auburn Hills MI 48326

Phone: 248.370.9402 Fax: 248.364.6719

CityClerk@auburnhills.org

www.auburnhills.org/cityboards

**APPLICATION FOR APPOINTMENT TO
BOARDS AND COMMISSIONS**

NAME: _____

(Please Print)

(Last)

(First)

(Middle Initial)

HOME ADDRESS: _____

(Number/Street)

(City/Zip)

(Phone)

EMAIL ADDRESS: _____

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? _____

ARE YOU A U.S. CITIZEN: _____

DO YOU WORK IN AUBURN HILLS? _____

LENGTH OF TIME EMPLOYED IN AUBURN HILLS: _____

If you work in Auburn Hills, please list the name and address of the business:

(Business Name)

(Number/Street)

(Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: _____

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:

(Attach additional sheet if necessary)

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:

(Attach additional sheet if necessary)

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

(Signature)

(Date)



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JANUARY 23, 2023

AGENDA ITEM NO 9A

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Steve Baldante, DPW Director; Jason Deman, Manager of Public Utilities
Submitted: January 16, 2023
Subject: Motion – Move to allow the Director of the DPW to execute the Memorandum of Understanding to opt-in to the Low-Income Household Water Assistance Program

INTRODUCTION AND HISTORY

The Department of Public Works and Finance Department have been working to explore public programs offered to help low-income households assistance with paying their water bills. In a highly inflationary environment, we found it necessary to consider available programs to assist residents who qualify for such assistance. We found a program that creates a lower administrative burden to both DPW and Finance staff compared to other programs and offers significant assistance to qualified residents. In addition, the program offers budgetary educational information to residents on how to manage their personal finances. The program is the Low-Income Household Water Assistance Program (LIHWAP) and is offered by the Michigan Department of Health and Human Services (MDHHS) and administered by Oakland Livingston Human Services Agency (OLHSA).

LIHWAP will provide a one-time payment to residents of up to \$1,500 whose households qualify. This direct payment assistance is for households who are in arrears or disconnect status, and the residential account must be under 150% of the Federal Poverty Level or qualify for another financial relief program. The funds will be paid by the Office of Community Services Low-Income Household Water Assistance Program within 30 days after approval. This one-time payment, when received by the City, will be directly applied to the resident's account to help alleviate financial pressure for households that qualify. The program being offered by the Michigan Department of Health and Human Services will conclude on September 30, 2023 (unless funds are depleted prior to that date), and no further assistance will be offered to residents.

STAFF RECOMMENDATION

Staff recommends the city opt-in to the Low-Income Household Water Assistance Program to offer residents who qualify a one-time payment of up to \$1,500 per household to pay for water bills in arrears.

MOTION

Move to allow the Director of the Department of Public Works to execute the memorandum of understanding to opt-in to the Low-Income Household Water Assistance Program offered by the Michigan Department of Health and Human Services and administered by Oakland County Livingston Human Service Agency.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

The Low Income Household Water Assistance Plan (LIHWAP)

PROVIDING UP TO \$1,500 IN ASSISTANCE



REQUIRED DOCUMENTS

1. ID for all household members 18 and over.
2. Proof of household income for the last 30 days or categorical eligibility document.
3. Social Security Card.

PROGRAM BENEFITS

- Direct payment assistance for household accounts in arrears or disconnect status, including reconnection fees when service have been disconnected.
- For households that have had their water disconnected or are facing disconnection, LIHWAP funding may pay the full cost that will reconnect or prevent disconnection of service. A LIHWAP payment shall guarantee service for at least 90 days after receipt of payment.

ELIGIBILITY REQUIREMENTS

- Must be a Residential Account.
- Must be in Arrears or Disconnect Status.
- Must be under 150% Federal Poverty Level Or
 - » Receive Temporary Assistance for Needy Family
 - » Food Assistance Program/Supplemental Nutrition Assistance Program
 - » State Emergency Relief (SER)
 - » Social Security Income



Office of Community Services
Low-Income Household
Water Assistance Program
(LIHWAP)

**Call 248.209.2600 or
email info@olhsa.org to
schedule an appointment**

Updated: 12.08.2022

Michigan Department of Health and Human Services

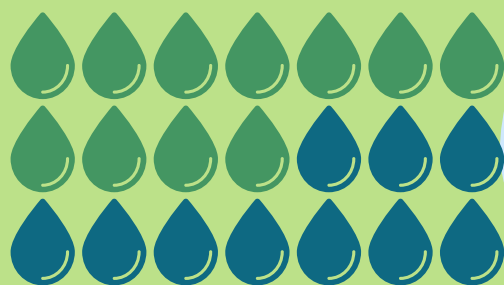
Low Income Household Water Assistance Program

Water/Wastewater Provider Information

Funding is administered through local MDHHS Offices and Community Action Agencies statewide until September 30, 2023, unless depleted prior to that date.

Provider Participation

To be eligible for payment, providers must complete a LIHWAP Participation Agreement before receiving payments on behalf of eligible customers. The agreement is valid for the duration of the program. A LIHWAP payment shall guarantee service for at least 90 days after receipt of payment.



Allowable Services

Direct payment assistance for household accounts in arrears or disconnect status, including reconnection fees when services have been disconnected.

For households that have had their water disconnected or are facing disconnection, LIHWAP funding may pay the full cost that will reconnect or prevent disconnection of service even if it includes costs other than water (e.g. trash, cable, etc.).

Client Eligibility

Qualified account holders must:

- Be a residential account.
- Be in arrears or disconnect status.
- Be under 150% Federal Poverty Limit and/or actively receiving Temporary Assistance for Needy Families (TANF), Food Assistance Program/Supplemental Nutrition Assistance Program (FAP/SNAP), State Emergency Relief (SER), Social Security Supplemental Income (SSI).



Outreach

It is the expectation that Community Action Agencies work with water and wastewater providers as well as other community partners in their service area to provide outreach to increase program awareness.

For more information

Contact your local Community Action Agency or MDHHS-LIHWAP@michigan.gov.

MEMORANDUM OF UNDERSTANDING NUMBER:

Between

THE STATE OF MICHIGAN**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES****And**

PARTNER / ENTITY NAME	PRIMARY CONTACT	
EMAIL		TELEPHONE - -

And

PARTNER / ENTITY NAME	PRIMARY CONTACT
EMAIL	TELEPHONE - -

MDHHS CONTACT	NAME Ben Gulker	TELEPHONE 517-285-8053	EMAIL MDHHS-LIHWAP@michigan.gov
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MEMORANDUM OF UNDERSTANDING SUMMARY	
BRIEF DESCRIPTION OF PURPOSE	Agreement between the water/wastewater provider, Community Action Agency and MDHHS for participation in the Low Income Household Water Assistance Program.
BEGIN DATE	END DATE September 30, 2023

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

Michigan Department of Health and Human Services

Signature of Authorized Designee

Signature of Director or Authorized Designee

Print Name / Title

Jeanette Hensler
Director-Grants Division, Bureau of Grants and Purchasing
Print Name / Title

Date

Date

Signature of Authorized Designee

Print Name / Title

Date

Memorandum of Understanding Number:

This Memorandum of Understanding (MOU) establishes the responsibilities and procedures for the Michigan Department of Health and Human Services (MDHHS), (), and () for the purpose described below.

1. Background

Access to safe and affordable drinking water and wastewater services is a fundamental element of health, safety, and well-being for households across America. Yet water affordability is a significant and growing concern in communities across the country, and many communities have faced significant challenges related to water safety, aging water infrastructure, and even water shortages due to drought. Moreover, water affordability concerns and the growing crisis of household indebtedness disproportionately impacting low-income individuals and communities of color can be related to multiple adverse household impacts in terms of service disconnections and lien sales, leading to home foreclosures and evictions.

For many low-income households across America, water affordability needs have been significantly exacerbated by the COVID-19 public health crisis, and while water is required to follow the federal guidance from the Centers for Disease Control and Prevention (CDC) advising washing hands frequently in order to reduce the transmission of Covid-19, the pandemic has made it significantly more difficult for individuals and families to pay their home drinking water and wastewater bills.

While water costs and accessibility vary significantly from state to state, the Low Income Household Water Assistance Program (LIHWAP) provides critical nationwide emergency support on behalf of low-income households so that these households are not forced to choose between paying for water services and other necessities like housing, food, and medicine.

2. Purpose

As recommended in Information Memorandum LIHPWAP-IM-2021-02 issued from the US Department of Health and Human Services, agreements are to be put into place between participating parties of the Low Income Household Water Assistance Program (LIHWAP) to ensure payments made on behalf of low-income households are processed efficiently and in the best interest of the household. Participating parties include MDHHS, the Community Action Agency (CAA) and Water/Wastewater Utility (Utility) referenced on Page 1 of this agreement.

3. Period of Agreement

This MOU becomes effective on the date signed by all parties through September 30, 2023.

4. Work Statement of Each Party

Memorandum of Understanding Number:

- a. The utility, MDHHS and the CAA will:
 - 1) Follow Low-Income Water Assistance Program (LIHWAP) policies and procedures in the Community Services Policy Manual 1405.
 - 2) Agree to not release any private data, to any third party without written authorization from the subject of the data.
 - 3) Collaborate to ensure continuation or reconnection of service to households determined eligible for LIHWAP benefits.
 - 4) Establish a dispute resolution process to resolve issues arising during the term of this agreement.
 - 5) Encourage regular payments from the household.
 - 6) Work together to ensure LIHWAP payments are appropriately applied to accounts and used for LIHWAP services as designated by the CAA.
- b. The MDHHS and CAA will:
 - 1) Determine customer eligibility.
 - 2) Issue payment directly to the utility on behalf of the customer to resolve the arrearage and ensure continuation or reconnection of service.
- c. The utility will:
 - 1) Ensure LIHWAP eligible households are not treated adversely compared to other households.
 - 2) Not disconnect services for 90 days after payment is received on behalf of a customer. If the account is in arrears after 90 days, a new disconnection notice must be issued if applicable.
 - 3) Not charge the eligible household any more than the difference between the normal charge for the service and the payment amount received or expected from the Michigan Department of Health and Human Services (MDHHS) or Community Action Agency (CAA).
 - 4) Supply account number format to the CAA.
 - 5) Timely provide at the request of the customer, the CAA or MDHHS, information on applicant households' home water costs, bill payment history, or arrearage history. This information will be provided in the format requested.
 - 6) Register with the MDHHS in [SIGMA Vendor Self Service](#) to receive LIHWAP SER payments if not a currently registered vendor.
 - 7) Use the warrant or EFT date as the LIHWAP payment date.
 - 8) Apply all LIHWAP payments to the household's account within 5 business days of receipt of payment.
 - 9) Apply the assistance payments to arrears and applicable fees with reconnection services only. Payments resulting in a credit on the customer's account balance are not allowable.
 - 10) Process and refund any refunds requested by the CAA or MDHHS within 60 business days. The refund must include the client's name, service address, and the MDHHS case number, if available.
 - 11) Not charge an eligible household, the MDHHS, or CAA any administrative fees for providing services.
 - 12) Accept all customer payments.
 - 13) Use LIHWAP funds to pay for home water and sewer costs, as designated by the CAA

Memorandum of Understanding Number:

and MDHHS.

- 14) Continue or reconnect service to households as negotiated by the CAA on behalf of the household.
- 15) When addressing household water emergencies, accept early notification authorization by telephone, fax, or electronic communication.
- 16) Notify the CAA or MDHHS if there is reason to believe LIHWAP funds have been misused.
- 17) Comply with the provisions of Act 453, PA 1976, which prohibits discrimination on the basis of race, color, religion, national origin, age, sex, height, weight, or marital status.

Each party shall furnish all labor, equipment, materials, and supplies necessary for the performance of the MOU activities, and meet operational standards, unless otherwise specified above.

5. Termination & Amendments

A party may terminate this MOU at any time by giving 30 days prior written notice to the other parties. This MOU may be amended upon written approval of all parties at any time.

This MOU contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or to bind any of the parties.

6. Notices

All notices and other communications required or permitted under this MOU must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to MDHHS:	If to :
<i>Ben Gulker</i>	<i>[Name]</i>
<i>MEAP Specialist</i>	<i>[Title]</i>
<i>MDHHS-LIHWAP@michigan.gov</i>	<i>[Email]</i>
	<i>[Phone]</i>
If to :	
<i>[Name]</i>	
<i>[Title]</i>	
<i>[Email]</i>	
<i>[Phone]</i>	

7. Reserved

8. MDHHS Data

All data and information provided to and/or by or on behalf of MDHHS, and all data and information derived therefrom, is the exclusive property of MDHHS ("MDHHS Data"); this definition is to be construed as broadly as possible. Upon request, and/or must provide to MDHHS, or a third party designated by MDHHS, all MDHHS Data within 10 calendar days of the request and in the format requested by MDHHS. and/or will assume all costs incurred in compiling and supplying MDHHS Data. No MDHHS Data may be used for any marketing purposes.

and shall comply with all MDHHS physical and IT security policies and standards which will be made available upon request.

9. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other parties that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this MOU.

a. Meaning of Confidential Information. For the purposes of this MOU, the term "Confidential Information" means all information and documentation of the other parties that:

- 1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- 2) If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- 3) Should reasonably be recognized as confidential information of the disclosing party;
- 4) Is unpublished or not available to the general public; or
- 5) Is designated by law as confidential.

The term "Confidential Information" does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality;
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

Memorandum of Understanding Number:

For purposes of this MOU, in all cases and for all matters, MDHHS Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree that they will use Confidential Information solely for the purposes of this MOU. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this MOU or to use such Confidential Information for any purposes whatsoever other than the performance of this MOU. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible when all of the following are met:

- 1) Use of a subcontractor is authorized under this MOU;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) or obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of and/or or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other parties in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Each party must notify the other parties within one business day after discovering any unauthorized use or disclosure of Confidential Information. Each party will cooperate with the other parties to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential information, and to notify any appropriate person of the unauthorized use or disclosure of Confidential Information. In addition, each party must advise the other parties immediately in the event the party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and each party will cooperate with the other parties in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other parties, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to

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include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this MOU or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination. Upon termination of this MOU or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other parties any and all Confidential Information received from the other parties, or created or received by a party on behalf of the other parties, which are in such party's possession, custody, or control; provided, however, that and/or must return MDHHS Data to MDHHS following the timeframe and procedure described further in this MOU. Should , , or MDHHS determine that the return of any non-MDHHS Data Confidential Information is not feasible, such party must destroy the non-MDHHS Data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other parties.

10. Compliance with Laws

and must comply with all applicable federal, state, and local laws, administrative rules and regulations.

11. Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., , , and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or mental or physical disability. Breach of this covenant is a material breach of this MOU.

12. Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

13. Governing Law

This MOU is exclusively governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this MOU are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this MOU must be resolved in Michigan Court of Claims. and consent to venue in the Michigan Court of Claims,

and waive any objections, such as lack of personal jurisdiction or forum non conveniens. and must appoint agents in Michigan to receive service of process.

14. Force Majeure

A party will not be in breach of this MOU because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. and will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

15. Dispute Resolution

The parties will endeavor to resolve any MOU dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' respective senior executive, and either senior executive concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate the MOU.

16. Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the MOU or project to which it relates must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

17. Website Incorporation

MDHHS is not bound by any content on the other parties' websites unless expressly incorporated directly into this MOU. MDHHS is not bound by any end user license agreement or terms of use unless specifically incorporated into this MOU or any other agreement signed by MDHHS.

18. Severability

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If any part of this MOU is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this MOU and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining MOU will continue in full force and effect.

19. Waiver

Failure to enforce any provision of this MOU will not constitute a waiver.

20. Survival

The provisions of this MOU that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this MOU.

21. Entire MOU

This MOU is the entire agreement and replaces all previous agreements between the parties for the MOU Activities.

Avondale students create blankets for children

School worked with blanket charity



Avondale students show off their fleece blanket. Students created 292 blankets in under two hours to donate to Fleece and Thank You. (photo / Avondale schools)

By **MATTHEW FAHR** | mfahr@medianewsgroup.com | The Oakland Press
December 25, 2022 at 6:00 a.m.

Avondale High School leadership students teamed up with Fleece and Thank you during the school's Caring and Sharing Weeks. Fleece and Thank You is a nonprofit group that provides hand-tied fleece blankets to children facing hospital treatments and procedures.

This year, following weeks of fundraising to cover the cost of materials, Avondale students made 292 hand-tied fleece blankets to be shared with hospitalized children. The students raised \$8,760 to purchase the materials.

Avondale teacher Katie Osborn's newborn daughter received a blanket while in the hospital for a congenital heart defect.

"My daughter, now nine months old, was born with a congenital heart defect in February. After her open-heart surgery in May, at three months old, and again in August, at six months old," said Olson. "She came out of surgery and had a fleece hand-tied blanket on her bed from Fleece and Thank You, an organization that knew nothing about us except that we were going through a difficult time. The kindness of strangers was so impactful."

The colorful fleece-tie blanket on her bed meant a lot to the family to have while going through such a difficult time Osborn said.

"The moment I got that first blanket, I reached out to the other leadership teacher and suggested Fleece and Thank You would be a great organization for our school to support," she said.

The building wide effort by students and staff took about 90 minutes.

"I am beyond proud of how the Avondale student body and staff stepped up to exceed our fundraising goal and impact so many children's and lives," said Samantha Bolton, Avondale High School teacher and leadership faculty advisor "It was great to see all the people in the building involved with hands-on impact for Fleece and Thank You."

Fleece and Thank You, established in 2015, works with local groups to make blankets and video messages of support

"Events like these are very special to us as an organization. It's amazing the impact one group can have in a couple of hours when everyone comes together to give back," said Nicholas Kristock, executive director and founder of Fleece and Thank You. "We are very grateful to Avondale's Leadership students."

For more information go to www.fleeceandthankyou.org

Hill Harper to speak at MLK event at OU

Scholarship program has awarded over half million dollars



Hill Harper will keynote OU's 31st annual Keeper of the Dream Scholarship Awards Celebration on Jan. 16. (Oakland University)

By **MATTHEW FAHR** | mfahr@medianewsgroup.com | The Oakland Press

PUBLISHED: January 10, 2023 at 2:45 p.m. | UPDATED: January 10, 2023 at 4:26 p.m.

Award-winning actor, author and philanthropist Hill Harper will be the keynote speaker for the 31st Keeper of the Dream Scholarship Awards Celebration at Oakland University. The event will take place on Jan. 16, the federal holiday set aside to honor Dr. Martin Luther King, Jr.

Established in 1993, Keeper of the Dream Scholarship Awards pay tribute to the legacy of King for his civil rights achievements and honor students who have contributed to interracial understanding and goodwill. Over 100 students have received scholarships of more than \$500,000.

Harper was born in Iowa and earned degrees from Brown and Harvard universities. He is probably best known for his work on television shows such as "CSI:NY," and "The Good Doctor."

He has authored several books, the most recent, titled "Letters to an Incarcerated Brother: Encouragement, Hope, and Healing for Inmates and Their Loved Ones," examines the nation's mass incarceration crisis. It has received critical acclaim and was nominated for several book awards.

Harper is founder of the Manifest Your Destiny Foundation, a non-profit to help underserved youth succeed through education, mentorship and grant programs.

He also owns a coffee roasting business in Detroit and hotel in New Orleans. In 2021, Harper and partners launched the first Black-owned digital wallet and cryptocurrency exchange app called The Black Wall Street. aimed at empowering investors of color.

The event is free to the public and doors open at 10:30 a.m.

For event information, contact the Center for Multicultural Initiatives at cmi@oakland.edu or (248) 370-4404.