

OSHTEMO CHARTER TOWNSHIP BOARD
7275 West Main Street
Kalamazoo, MI 49009

January 12th, 2021

Refer to www.oshtemo.org home page for Virtual Meeting Information

REGULAR MEETING
6:00 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment on Non-Regular Session Items

WORK SESSION ITEMS

4. Discussion on No Discharge of Firearms District
5. Request to Enter into Closed Session to Discuss Written Opinion of Counsel & Purchase of Real Estate
6. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

7. Consent Agenda
 - a. Approve Minutes – December 8th, 2020
 - b. Receipts & Disbursements Report
 - c. 2021 Cemetery Fees Amendment
 - d. General Ordinances 208, 508, 620 Amendments – Second Reading
 - e. Handbook Amendment – Appendix K
 - f. FSA Plan Amendments
 - g. Household Hazardous Waste County Contract
 - h. Board & Committee Appointments
 - i. Township Truck Disposal
 - j. Fire Department Budget Amendment
8. Consideration of Employee Compensation Regarding COVID
9. Consideration of Work From Home Reimbursement Program
10. Other Township Business & Question Updates
11. Public Comment
12. Board Member Comments
13. Adjournment

**Policy for Public Comment
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.

b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)
(revised 5/14/2013)
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am- 5:00 pm, and on Friday 8:00 am-1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<u>Supervisor</u>		
Libby Heiny-Cogswell	216-5220	libbyhc@oshtemo.org
<u>Clerk</u>		
Dusty Farmer	216-5224	dfarmer@oshtemo.org
<u>Treasurer</u>		
Clare Buszka	216-5260	cbuszka@oshtemo.org
<u>Trustees</u>		
Cheri L. Bell	372-2275	cbell@oshtemo.org
Kristen Cole	375-4260	kcole@oshtemo.org
Zak Ford	271-5513	zford@oshtemo.org
Kizzy Bradford	375-4260	kbradford@oshtemo.org

Township Department Information			
<u>Assessor:</u>			
Kristine Biddle	216-5225	assessor@oshtemo.org	
<u>Fire Chief:</u>			
Mark Barnes	375-0487	mbarnes@oshtemo.org	
<u>Ordinance Enf:</u>			
Rick Suwarsky	216-5227	rsuwarsky@oshtemo.org	
<u>Parks Director:</u>			
Karen High	216-5233	khigh@oshtemo.org	
Rental Info	216-5224	oshtemo@oshtemo.org	
<u>Planning Director:</u>			
Iris Lubbert	216-5223	ilubbert@oshtemo.org	
<u>Public Works:</u>			
Marc Elliott	216-5236	melliott@oshtemo.org	

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 11-digit Meeting ID.

To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this **Meeting ID: 882 8711 0032**

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet or smartphone then you can join via conference call by following instructions below.

To join the conference by phone:

1. On your phone, dial the toll-free teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **882 8711 0032#**

Participant controls in the lower-left corner of the Zoom screen:



Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press *9 on your touchtone keypad.**

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.

Memorandum

Date: 1/7/2021

To: Township Board

From: Dusty Farmer, Clerk

Subject: 2021 Cemetery Fees



This memo and accompanying documents are to clarify to 2021 Cemetery Fees. In my previous request to the Board, I shared a document of proposed fees that was approved in Dec 2020. As I further researched our current fees versus the proposed fees, I discovered inconsistencies in how the fees were calculated. The attached documents are meant to clarify the changes from the 2018-2020 fees to the 2021 fees. Some fees have been slightly increased, and some have been reduced.

Oshtemo Township

Cemetery Rates

(Effective 2018-20)

Grave Openings

- *Adult (Monday - Friday): \$720.00*
- *Adult (Saturday): \$1,080.00*
- *Child (Monday - Friday): \$600.00*
- *Child (Saturday): \$960.00*

Cremation

- *Cremation: \$480.00*
- *Cremation (Saturday): \$840.00*
- *Cremation w/ Large Vault (13" x 13"): \$504.00*
- *Cremation w/ Large Vault (Saturday): \$864.00*
- *Standard Drop-Off Cremation: \$300.00*
- *Large Drop-Off Cremation (13" x 13"): \$324.00*

Burial Rights Purchase

- *Resident - Lawn Burial: \$500.00*
- *Resident - Green Burial: \$750.00*
- *Non-Resident - Lawn (per Clerk approval): \$800.00*
- *Non-Resident - Green Burial: \$1,000.00*
- *Grave - Cremation (Hill and Genessee Prairie): \$200.00*
- *Transfer of Burial Rights: \$20.00*

No Sunday Burials. Monday burials ordered after 12:00 noon the previous Friday will be assessed an additional \$200.00

Holidays

- *Additional charge after noon of the day prior to a holiday: \$300.00*

Additional Charges (effective 01/09/2018)

- *Weekday service after 2:30 PM+ : \$50.00*
- *Saturday Service, 11:30 am or later+ : \$50.00*
- *If Snow Removal is necessary+ : \$130.00*
- *If Hydraulic Hammer is needed+ : \$75.00*

Oshtemo Township

Cemetery Rates

(Effective 2021)

Grave Openings

- *Adult (Monday - Friday):* \$690
- *Adult (Saturday):* \$1,040
- *Child (Monday - Friday):* \$590
- *Child (Saturday):* \$940

Cremation

- *Cremation:* \$490
- *Cremation (Saturday):* \$840.00
- *Cremation w/ Large Vault (13" x 13"):* \$520
- *Cremation w/ Large Vault (Saturday):* \$870
- *Standard Drop-Off Cremation:* \$290
- *Large Drop-Off Cremation (13" x 13"):* \$320

Burial Rights Purchase

- *Resident - Lawn Burial:* \$500.00
- *Resident - Green Burial:* \$750.00
- *Non-Resident - Lawn (per Clerk approval):* \$800.00
- *Non-Resident - Green Burial:* \$1,000.00
- *Grave - Cremation (Hill and Genessee Prairie):* \$200.00
- *Transfer of Burial Rights:* \$20.00

No Sunday Burials. Monday burials (or Tuesday if Monday is a holiday) must be ordered by 4:30 PM on the previous Thursday.

Holidays

- *Additional charge for a burial the day prior to a holiday:* **\$400.00**

Additional Charges (effective 01/01/2021)

- *Weekday service after 2:30 PM+ :* \$50.00
- *Saturday Service, 11:30 am or later+ :* \$50.00
- *If Snow Removal is necessary+ :* \$80 or \$135/hour if Bobcat is needed
- *If Hydraulic Hammer is needed+ :* \$80

Memorandum



To: Oshtemo Charter Township Board
From: James W. Porter
Date: December 4, 2020
Subject: Proposed Public Water Service Ordinance Amendment – Modifies Ordinance Nos. 208, 508, and 620 SECOND READING

OBJECTIVE

To amend the Oshtemo Township Public Water Service Ordinance to remove any reference to mortgage agreements in Ordinances 208, 508, and 620 and to refer only to installment payment agreements.

BACKGROUND

The Board adopted Ordinance No. 208 (Oshtemo Wastewater Service Ordinance) on February 19, 1985; Ordinance No. 508 (Public Water Service Ordinance) on November 24, 2009; and Ordinance 620 (Public Sanitary Sewer Hardship Financing or Deferment Ordinance) on April 28, 2020. These Ordinances now require amendment to remove the term “mortgage” as indicated in the proposed Ordinance.

INFORMATION PROVIDED

Attached for the Board’s review is a copy of the proposed Ordinance Amendment.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

To adopt the amendment to the Township’s Wastewater Service Ordinance No. 208, as amended.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. _____

Adopted: _____, 2020

Effective: _____, 2020

OSHTEMO CHARTER TOWNSHIP ORDINANCE

This Ordinance amends Compiled Section 231.000, Ordinance No. 508, being the Oshtemo Charter Township Public Water Service Ordinance, adopted on November 24, 2009; Compiled Section 232.00, Ordinance No. 208, being the Oshtemo Charter Township Wastewater Service Ordinance, adopted on February 19, 1985, as amended; Compiled Section 233.000, Ordinance No. 620, being the Oshtemo Charter Township Public Sanitary Sewer Hardship Financing or Deferment Ordinance, adopted on April 28, 2020; and repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO

KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION I. AMENDMENT OF COMPILED SECTION 231.002 CONNECTIONS TO THE PUBLIC WATER MAINS; PRIVATE SERVICE CONNECTIONS; SERVICE FEES AND CHARGES. Section 231.002 is

hereby amended to read as follows:

231.002 Connections to the public water mains; private service connections; service fees and charges.

Sec. 2.

- A. Water main connection. Owners or occupants desiring to connect any premises to a public water main for public water service shall apply for the same on a form approved by the Township Director of Public Works and pay a water main connection fee, the amount of such water main connection fee to be determined by the Township Board from time to time. The term "water main connection fee" as used in this Ordinance pertains to a charge for the privilege of connecting to the water main and the cost of providing such service in the public right-of-way and does not pertain to the construction cost of such private water service connection. In lieu of paying the full water main connection fee prior to connecting to the public water system, a property owner shall have the option of entering into ~~an a~~ **Water Connection** Installment Payment ~~Mortgage~~ Agreement with the Township (in a form approved by the Township Board) for the payment of such fee over a limited period of years.
- B. Private water service connection. Owners or occupants desiring a private water service connection shall apply for the same on a form approved by the Township Director of Public Works and pay a private water service connection fee, the amount of such private water service connection fee to be determined by the Township Board from time to time. The term "private water service connection fee" as used in this Ordinance pertains to a charge for connecting the owner(s) or occupant(s) premises to the public water main.
- C. User fees and charges. All those properties connected to public water shall be subject to payment of such user rates and charges as shall from time to time be determined by the City of Kalamazoo and/or Township Board.

SECTION II. AMENDMENT OF COMPILED SECTION 232.007 CONNECTIONS TO PUBLIC SANITARY SEWER SYSTEM. Section 232.007 is hereby

amended to read as follows:

232.007 Connections to public sanitary sewer system.

Sec. 7.

- A. Connection Charge. Owners or occupants desiring to connect any premises to public sanitary sewer lines for public wastewater service shall apply for the same on a form approved by the Township Director of Public Works and pay a connection charge, the amount of such connection charge to be determined by the Township Board from time to time. The amount of the connection charge shall be in the discretion of the Township Board but shall approximate the amount a connector would have paid on a benefit assessment basis had his property been included in a sanitary sewer special assessment district created for the purpose of financing the project. The term "connection charge" as used in this Ordinance pertains to a charge for the privilege of connecting the premises to a sanitary sewer line and does not pertain to the construction cost of such connection. In lieu of paying the full connection charge prior to connecting to the public sanitary sewer system, a property owner shall have the option of entering into ~~an~~ a Sewer Connection Installment Payment Mortgage Agreement with the Township (in a form approved by the Township Board) for the payment of such charge over a limited period of years.
- B. Permits. Permits for connection with sanitary sewers shall be issued by such person as shall be designated by the Director. Such a permit shall not be issued until all assessments due and the charge for sewer connections has been paid and until the Director has determined that there is capacity available for the wastewater to be discharged in all downstream sewers, lift stations, force mains, and compatible wastes.
- C. Compatibility Study. The Director may require from any proposed user or from any existing user who is altering the composition of the wastewater, a compatibility study to demonstrate to the satisfaction of the Director that the wastewater to be discharged is compatible with the existing

wastewater system and will not adversely affect the wastewater system. Such study shall be at the expense of the user.

SECTION III. AMENDMENT OF COMPILED SECTIONS 233.003 DEFINITIONS; 233.004 QUALIFYING STANDARD FOR HARDSHIP FINANCING OR HARDSHIP DEFERMENT; 233.006 DETERMINATION OF ELIGIBILITY; AND 233.007 CONNECTION; COSTS; LIEN. Sections 233.003, 233.004, 233.006 and 233.007 are hereby amended to read as follows:

233.003 Definitions.

Sec. III.

For purposes of this Ordinance, the following words, terms and phrases when used in this Ordinance shall have the following meanings ascribed to them in this Section.

Deferment

The postponement of all or a part of the annual mortgage payment owed to the Township on ~~an a Sewer Connection~~ Installment Payment ~~Mortgage~~ Agreement ~~for Sewer~~ or a delay in connecting to the public sanitary sewer.

Premise

Any lot, parcel, building site from which contains a building from which sanitary sewer originates for which sewer services are available and required by law to be served.

Private Plumbing Expense

The estimated cost of the installation of all necessary sewage disposal facilities on the property of the applicant or Property Owner(s) for hardship. It means and includes any person who has a legal, possessory interest in a lot, parcel or

building site, which interest includes the legal obligation to assume the expenses of sewer connection expense charges.

Property Owner(s) Hardship

Those Property Owner(s) falling below the income and asset limits set forth in Section IV of this Ordinance.

Sewer System Connection Fees

The connection fees charged by Oshtemo Charter Township.

Sanitary Sewer System

Any municipally operated sewage collection system serving premises within Oshtemo Charter Township.

233.004 - Qualifying Standards for Hardship Financing or Hardship Deferment.

Sec. IV.

- A. Application Limitations. Before submitting an application for hardship financing or deferment, each Property Owner(s) must demonstrate that they do not qualify for assistance from the State of Michigan under the Deferment of Special Assessments on Homesteads Act at 225 of 1976 or under the USDA 504 Home Repair Program or the USDA 502 Home Repair Program. Any assistance received under the above-listed Programs will not count toward the asset limitations of the Township Hardship Programs or prohibit a Property Owner who otherwise qualifies for the Township Programs from access to the hardship financing or hardship deferment as set forth below.
- B. Hardship Financing. Property Owner(s) in Oshtemo Charter Township may enter into ~~an~~ a Sewer Connection Installment Payment Mortgage Agreement to finance their connection fees as provided in the Wastewater Services Ordinance, No. 208. In addition to the Property Owner(s)' right to enter into ~~an~~ a Sewer Connection Installment Payment Mortgage

Agreement under Ordinance No. 208, the following individuals may request that the Private Plumbing Expenses be paid for by the Township and added to the **Sewer Connection** Installment Payment **Mortgage** Agreement and be financed upon the same terms and the same interest rate offered under Ordinance No. 208, provided the Property Owner(s) meet the following income and assets limitations:

1. **Income Limitation.** Property Owner(s) whose family income is at or below \$34,999.00, for the year at issue.
 2. **Asset Limitation.** In addition to the Income Limitations requirements, an asset test considering all assets owned by the applicant, other than the applicant's house, vehicle, and household goods, will be used in determining whether relief should be granted. Property Owner(s) with assets in excess of \$20,000 may not be eligible for hardship financing.
- C. **Hardship Deferments.** Property Owner(s) who enter into ~~an~~ a **Sewer Connection** Installment Payment **Mortgage** Agreement, pursuant to Ordinance No. 208, may qualify for a Deferment provided they meet the following Income and Asset limitations set forth below.
1. **Income Limitation.** Property Owner(s) whose family income is at or below \$49,999.00, for the year at issue.
 2. **Asset Limitation.** In addition, to the Income Limitations requirements, an asset test considering all assets owned by the applicant, other than the applicant's house, vehicle, and household goods, will be used in determining whether relief should be granted. Property Owner(s) with assets in excess of \$20,000 may not be eligible for a hardship deferment.
- D. **Extraordinary Circumstances Warranting Deferment or Delay in Connection.** Those Property Owner(s) who do not qualify under the above provisions may request consideration, based upon extraordinary circumstances, for deferment or delay in the connection to the public sanitary sewer system. The extraordinary circumstances which would be considered by the Hardship Advisory Review Committee would be items such as or similar to the following: death of a spouse; extraordinary medical expenses; recent home purchase (less than two years); bankruptcy; extreme debt impacting household disposable income, extreme difficulty in connecting to the public sanitary sewer system; etc.

Those Property Owner(s) who believe they might qualify under the standards set forth herein may file an application as set forth in Section V below.

- E. Funding Limitation. The granting of hardship financing or deferment under this Ordinance is subject to availability of funds in the hardship revolving fund as set forth in Sec. IX below.

233.006 - Determination of Eligibility

Sec. VI.

- A. The Hardship Advisory Review Committee shall, within thirty (30) days of the close of its investigation, file with the Township Board its report and recommendation clearly stating whether any hardship financing or deferment for the sewer system connection fees or private plumbing expenses will be recommended.
- B. The Hardship Advisory Review Committee will not recommend hardship financing or a deferral unless the Property Owner(s) agree to enter into ~~an~~ **a Sewer Connection** Installment Payment ~~Mortgage~~ Agreement to connect to the available public sanitary sewer system.
- C. Upon receipt of the Hardship Advisory Review Committee's recommendation regarding any premises, the Township Board shall promptly determine, without the necessity of a public hearing, whether to accept the recommendation. No recommendation of hardship for any premises shall be rejected without good cause shown and until the Property Owner(s) have had an opportunity to answer the objections before the Township Board. A recommendation of hardship not rejected by the Township Board within thirty (30) calendar days of receipt thereof shall be deemed accepted and shall entitle the Owner thereof to be qualified for connection under the provisions of this division. Following Board approval, any premises not connected to the available sewage system shall connect to the public sanitary sewer system, whether the connection is made under the provisions of this article or otherwise.

233.007 - Connection; Costs: Lien

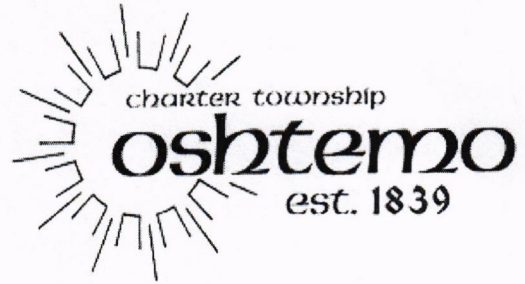
Sec. VII.

- A. In the event an Owner is accepted for hardship financing or deferment, the Township will effectuate connection to the public sanitary sewer system. The Public Works Director will ascertain the sewer connection fees and/or private plumbing expense to connect the premises to the system. The Public Works Director will determine whether the physical connection is to be accomplished by a licensed sewer contractor or by the agencies and employees of the City. The Township reserves to itself the sole and exclusive right to make or alter its designation as made herein previous to the commencement of the physical connection. Prior to the connection, the Owner shall execute ~~an~~ a Sewer Connection Installment Payment Mortgage Agreement ~~for Sewer~~ with the Township for financing or possible deferred payment payable on or before death, or in any event, on the sale or transfer of the property.
- B. The Sewer Connection Installment Payment Mortgage Agreement shall also include annual interest on the balance of such indebtedness to the Township at the rate set by the Board in Ordinance No. 208, commencing the date of the execution of documents of indebtedness.
- C. The Property Owner(s) shall also be responsible for costs of recording the Sewer Connection Installment Payment Mortgage Agreement. Such costs shall be added to the amount due and owing upon the Installment Payment Mortgage Agreement to be executed by the Owner of the premises.

SECTION IV. This Ordinance shall take effect upon publication. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

Memo



To: Oshtemo Charter Township Board
From: James W. Porter
Date: January 7, 2021
Subject: Deletion of Appendix K from the Employee Handbook

OBJECTIVE

To remove Appendix K from the Employee Handbook.

BACKGROUND

As the Board is aware, the Township approved the contract with the Oshtemo Professional Firefighters Local 5240 Union covering all of the Township's 24-hour firefighters.

INFORMATION PROVIDED

I have attached a copy of Appendix K, which outlines the sick leave policy applicable to 24-hour firefighter positions, which is no longer applicable due to the Labor Agreement with the local firefighters union.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Asking the Board to approve the deletion of Appendix K from the Township Employee Handbook.

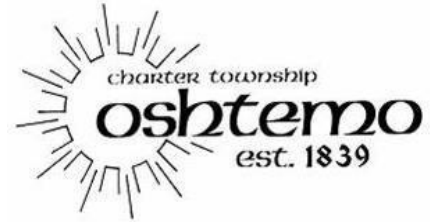
APPENDIX K:

~~SICK LEAVE APPLICABLE TO 24 HOUR FIREFIGHTER POSITION~~

- ~~A. — Effective January 1, 2018, employees classified as 24-hour firefighters will receive annually 48 hours of sick time. These hours can be used in minimum of one-hour increments. Any unused sick time is forfeited on December 31st of that same year.~~
- ~~B. — Sick leave may not be used for vacations. Employees may use sick leave for personal illness, or medical and dental appointments for themselves or their immediate family members.~~
- ~~C. — Sick leave must be reviewed and approved by the Fire Chief or his/her designee. To facilitate the required efficiencies of the Fire Department, an employee classified as a 24-hour firefighter must notify the Fire Chief or his/her designee at least 1 hour prior to their assigned shift start time.~~
- ~~D. — The Personnel Director, for the following reasons, may deny paid sick leave:
 - ~~1. — Failure to notify the Fire Chief or his/her designee at least 1 hour prior to assigned shift start time.~~
 - ~~2. — Abuse of sick leave time.~~~~
- ~~E. — Employees may be required to have a physician's statement, or other adequate proof of illness to receive sick leave payments.~~

APPENDIX K

New Appendix K - Effective 06/26/18



Memorandum

Date: 6 January 2021
To: Township Board
From: Sara Feister, Human Resources
Subject: Request for FSA Plan Changes in Accordance with the 2020 COVID Stimulus Bill

OBJECTIVE

Seeking Township Board consideration to implement the following plan change descriptions:

- **Unrestricted Carryover through 2022**
Employers can change their health and dependent care FSAs to allow carryover of all unused amounts from 2020 to 2021 and from 2021 to 2022.
- **Extended 12-Month Grace Periods for HC and DC FSA**
Employers can adopt a 12-month grace period for unused benefits or contributions in health and dependent care FSAs for plan years ending in 2020 or 2021.
- **Allowances for Terminated Employees**
Health FSA participants who terminate their employment during the 2020 or 2021 plan year can spend down their unused balances for expenses incurred through the end of the plan year in which the termination occurred.
- **Election Changes without Qualifying Status Events**
Employers can permit prospective changes in election amounts for health and dependent care FSAs for plan years ending in 2021 without a corresponding change in status event.

BACKGROUND

In late December 2020, the federal government passed COVID stimulus legislation that included several relief provisions for Flexible Spending Account (FSA) participants. The provisions are intended to help employees access unused FSA balances who made decisions to participate and contribute to a health care or day care FSA prior to 2020 but have been unable to utilize eligible services or care during COVID outbreak.

FSA Plan Changes in December 2020 COVID Stimulus Bill

Understand the changes and the actions you need to take

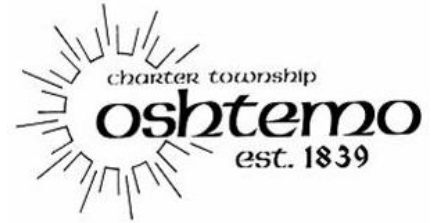
Overview

In late December, 2020, the federal government passed COVID stimulus legislation that included several relief provisions for Flexible Spending Account (FSA) participants. The provisions are intended to help employees access unused FSA balances who made decisions to participate and contribute to a health care or day care FSA prior to 2020, but have been unable to utilize eligible services or care during COVID outbreak. Find the legislation for H.R. 133 Consolidated Appropriations Act [HERE](#).

The below chart provides guidance and resources related to each change, along with Navia's support for the change and any recommended actions to take. **Employers should click [HERE](#) and complete the form that appears. Answer the few brief questions related to the new FSA plan provisions, and we will make the required system changes to support your decisions. Completing the form will also provide you with a template plan amendment. You must make your selections prior to January 20th so that we can properly calculate and display carryover balances to participants by January 25th.**

Plan Change Description	Dates Effective	Temporary or permanent?	Navia's Recommendation	Additional Considerations
<p>Unrestricted Carryover through 2022</p> <p>Employers can change their health and dependent care FSAs to allow carryover of all unused amounts from 2020 to 2021 and from 2021 to 2022.</p>	<p>Applies to plan years ending in 2020 and 2021.</p> <p>Can carryover balances for 2020 to 2021, and 2021 to 2022</p>	<p>Temporary for 2020 and 2021.</p>	<p>Recommended for all plans with carryover. Navia will automatically increase your carryover limit to the plan maximum unless you specifically opt out.</p> <p>Navia also recommends adoption of this provision for employers who currently do not offer carryover.</p>	
<p>Extended 12-Month Grace Periods for HC and DC FSA</p> <p>Employers can adopt a 12-month grace period for unused benefits or contributions in health and dependent care FSAs for plan years ending in 2020 or 2021.</p>	<p>Applies to plan years ending in 2020 and 2021.</p>	<p>Temporary for 2020 and 2021.</p>	<p>Not recommended for employers who do not already offer the grace period and/or any employer who offers or is considering offering an HSA plan in 2021.</p> <p>Employers with existing grace periods should consider using this opportunity to convert to a carryover plan.</p>	<p>If adopted, this provision could affect employees' ability to make HSA contributions for the duration of 2020 and 2021 if the EE has an FSA balance after the PY ends.</p>
<p>Allowances for Terminated Employees</p> <p>Health FSA participants who terminate their employment during the 2020 or 2021 plan year can spend down their unused balances for expenses incurred through the end of the plan year in which the termination occurred.</p>	<p>Applies to plan years ending in 2020 and 2021.</p>	<p>Temporary for 2020 and 2021.</p>	<p>Recommended for all employers. Navia will begin processing claims for terminated employees consistent with the existing process for terminated employees in Day Care FSA plans, unless you specifically opt out.</p>	
<p>Increase in Eligibility Age for Dependent Care</p> <p>The age for eligible dependents in a dependent care FSA can be increased from 12 to 13 for the 2020 plan year.</p>	<p>Applies to the most recent year that had a regular open enrollment on or before January 31, 2020 and where a dependent turned 13 years old.</p>	<p>Temporary, for 2020 plan years and unused amounts carried over into 2021.</p>	<p>Not recommended for all employers.</p>	<p>The language in the law is very nuanced and based on the timing constraints may not be very impactful for your participants, therefore, we do not recommend adoption.</p>
<p>Election Changes without Qualifying Status Events</p> <p>Employers can permit prospective changes in election amounts for health and dependent care FSAs for plan years ending in 2021 without a corresponding change in status event.</p>	<p>Applies to plan year ending in 2021.</p>	<p>Temporary for plan years ending in 2021.</p>	<p>Recommended for all employers.</p>	<p>Plans may see adverse selection. However plans with a high amount of unused funds may adopt to reduce employee forfeitures. Employees may not reduce their elections below the amount already reimbursed.</p>

Access the form to make your plan changes [HERE!](#)



Memorandum

Date: 8 January 2021
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: 2021 Household Hazardous Waste Annual Contract

Objective

The request to the Board is to grant authorization to the Supervisor to enter into a contract with Kalamazoo County for the 2021 Household Hazardous Waste Center collection program.

Background

Oshtemo Township provides a household hazardous waste drop off program to residents. The Township goal is to be proactive in keeping chemicals, electronic waste, oil, etc., from polluting land and water. The need for this service is demonstrated through resident participation. Kalamazoo County Environmental Services coordinates the program. The 2021 contract is unchanged from the prior year for the cost of waste disposal: the administrative cost is increasing from \$7 to \$8 per household equivalent, for an Oshtemo total administrative overhead cost of \$7,440.

An overview of the program follows:

- **What:** Oshtemo Township contracts for a household hazardous waste drop off service for our residents with Kalamazoo County; in so doing, Oshtemo residents can use the Household Hazardous Waste Center.
- **Where & When:** Oshtemo residents drop household hazardous waste to 1301 Lamont Ave at no direct cost to them. Hours are Tuesday and Friday 8 am to 1 pm, and Wednesday noon to 6 pm
- **Cost:** Oshtemo Township pays Kalamazoo County annually for proportional, fixed rate administrative overhead. Oshtemo pays quarterly for the actual Oshtemo household hazardous waste volume. Both overhead and disposal costs are paid using general tax revenue (aka the "General Fund").
- **Business hazardous waste disposal costs are not included in this contract.** In other words, businesses pay the HHW Center directly for computer disposal, etc.

The 2021 annual budget includes \$17,000 to fund this service, so no budget amendment is requested. The budget is an estimate of volume/use. If higher, the Board will receive a budget amendment request late 2021. The contract increase in administrative cost was unknown until recently, so the budget margin of typical annual use is less.

Information Provided

2021 Household Hazardous Waste Contract

7275 W. Main Street
Kalamazoo, MI 49009
(269) 216-5220
Fax (269) 375-7180
www.oshtemo.org

**AGREEMENT BETWEEN
THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND IT'S ENVIRONMENTAL HEALTH DIVISION/HOUSEHOLD HAZARDOUS
WASTE PROGRAM
201 W. KALAMAZOO AVE., KALAMAZOO, MI 49007 AND
OSHTEMO TOWNSHIP
7275 WEST MAIN STREET, KALAMAZOO, MI 49009**

This Agreement is made between the County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department's Environmental Health Division/Household Hazardous Waste Program, (hereinafter referred to as the "County"), and Oshtemo Township, 7275 West Main Street, Kalamazoo, MI 49009, (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality is in need of Household Hazardous Waste disposal services and is willing to provide funding for such services; and

WHEREAS, the County, by and through its Health and Community Services Department, operates the Household Hazardous Waste Center;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and under authority of Public Act 451 of 1994, the parties hereto agree as follows:

A. COUNTY RESPONSIBILITIES.

The County shall:

1. Provide household hazardous waste collection services to residents of the Municipality on the condition that the calculated percent of operational costs are paid in January, and there are adequate funds on account with the County to pay for disposal costs at the end of each month.
2. Operate the Household Hazardous Waste ("HHW") Center at 1301 Lamont Avenue, on the Kalamazoo County Fairgrounds. The HHW Center will typically be open for business three days per week, approximately fifty (50) weeks per year, including ten (10) Saturdays per year. Intermittent closures of the facility may occur for required training, Expo Center events and/or inclement weather.
3. Provide staffing for the HHW Center.
4. Accept the following materials at the HHW Center during collections:

Oil Based Paints	Pesticides	Gasoline
Solvents	Acids/Bases	Paint Thinners
Household Cleaners	Aerosols	Reactives
Garden & Lawn Chemicals	Batteries - all	Automotive Chemicals
Used Motor Oil & Filters	Antifreeze	Ammunition/Explosives
Fluorescent Light Bulbs	Electronics	Mercury Containing Devices

The County may amend the list of accepted materials, as necessary.

5. May require that a citizen provide a valid Michigan Driver's License or other proof of residency at the time of collection. If such proof of residency is not provided, the citizen may be refused service unless payment is provided at the time of service.
6. Measure the size of each incoming load and assign a 'household equivalent' to each load. One household equivalent is equal to approximately twenty- five (25) gallons or one hundred fifty (150) pounds. Larger loads will be invoiced as a multiple household equivalents.
7. Provide advertisements once per month to promote proper disposal of household hazardous waste. Additional advertisement by the Municipality must have approval of the County as to content. Further, both funding and arranging for additional advertisement will be the responsibility of the Municipality.
8. Provide on-going public education on household hazardous waste and proper disposal methods for such waste. Education efforts may include distribution of flyers and pamphlets and public speaking presentations.
9. Maintain a household hazardous waste hotline, listserv and website to provide the public with information regarding proper disposal of household hazardous waste and community resources.
10. Contract with a licensed transporter to transport and recycle and/or dispose of materials collected through the program at a facility licensed for such hazardous waste by the State of Michigan. It is understood that the County's agreement with its transporter and disposal contractor designates the contractor as the generator of such materials, and nothing in this agreement between the County and the Municipality to assist in the financing of the program is intended to place the County or the Municipality in the position of being an owner, transporter, arranger or generator for purposes of federal or state statutes concerning liability for hazardous waste.

B. MUNICIPALITY RESPONSIBILITIES.

The Municipality shall agree to reimburse the County for additional labor costs associated with utilizing contractor personnel as additional staff for collections.

C. FINANCIAL REQUIREMENTS.

1. Under the terms of this Agreement, the Municipality will provide funding for Operational Costs which will be billed in January **and** Disposal Costs which will be billed monthly. The total of the Municipality contract will be the combined monetary amounts of #3 below (Operational Costs calculated by the County) **PLUS** #4 below (provided by the Municipality).
2. Operational Costs are non-refundable regardless of actual participation at the HHW Center and shall be paid in full within forty-five (45) days of receipt County Finance invoice.
3. Operational costs = the number of household equivalents in 2019 x \$8.00. For your Municipality, this equals \$7,440.00.
4. Disposal cost is based upon the participation rate of the Municipality and disposal costs from all contractors each month. It is up to the Municipality to budget disposal costs for 12 months. It is highly recommended that this is increased from the previous year. The total the Municipality is budgeting for 12 months is \$ 9,560 (FILL IN DISPOSAL AMOUNT).
5. The County will provide an itemized monthly report to show the rate of participation and the materials disposed.
6. County Finance will provide a monthly disposal cost invoice.
7. If the Municipality would like to utilize the HHW Center to dispose of hazardous waste generated at the Municipality offices, they may do so through the small business program.
8. If a Municipality is notified that funding for disposal costs is running out during the year, the County reserves the right to charge residents at the door.

D. INDEPENDENT CONTRACTOR.

It is understood and agreed by both parties hereto that the County is an independent contractor. The Municipality is not responsible for the County's federal, state or local income tax deductions, or any other responsibilities of state or federal laws concerning employment status.

E. AMENDMENTS.

Modifications, amendments or waivers of any provision of this Contract may be made only by the written mutual consent of the authorized representatives of both the County and the Municipality. The County may send a Letter of Understanding (LOU) to the Municipality in order to add additional funding to the current contract amount, if additional funding is needed. If a Municipality does not respond to the LOU by the deadline, the County reserves the right to charge residents at the door without further notice.

F. INSURANCE.

Each party shall purchaser and maintain, at its sole expense as it is a party to this Agreement, sufficient insurance coverage or self-insurance to cover its performance hereunder.

G. LIABILITY.

1. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Municipality in the performance of this Agreement shall be the responsibility of the Municipality, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Municipality, any subcontractor, anyone directly or indirectly employed by the Municipality, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Municipality or its employees by statutes or court decisions.
2. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Municipality if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
3. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Municipality in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Municipality in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Municipality or their employees, respectively, as provided by statute or court decisions.

H. NONDISCRIMINATION.

Municipality, as required by law, shall not discriminate against a person to be served or 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, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Municipality agrees to follow all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach. In the event that Municipality is found not to be in compliance with this section, the County may terminate this Contract effective as of the date of delivery of written notification to the breaching party.

I. SEVERABILITY.

If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.

J. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Agreement, and no modification or revision to the Agreement shall have any force and effect unless it complies with the provisions of Paragraph heading D. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

K. HEADINGS.

The Headings or Titles of the Sections and Paragraphs of this Agreement are provided for reference purposes only. If any discrepancy or disagreement exists between a Heading or Title and the text of the section or paragraph, the text shall control.

L. NOTICE.

Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/Communication hand delivers, e-mails or first class mails the Notice/Communication to the other party or if the party sends the Notice/Communication through first class mail or email to the other party. The parties agree that Notices and Communications should be sent to the parties at the following addresses:

MUNICIPALITY

Oshtemo Township
Libby Heiny-Cogswell, Supervisor
7275 West Main Street
Kalamazoo, MI 49009

COUNTY

Kalamazoo County
Household Hazardous Waste Center
Attn: Jennifer Kosak
1301 Lamont
Kalamazoo MI 49001

M. PERIOD OF AGREEMENT.

The term of this Agreement shall be from January 1, 2021 through December 31, 2021, unless terminated earlier as provided.

N. TERMINATION.

This Agreement may be terminated by either party heretofore at will by providing a thirty (30) day written notice to the other party.

O. CHOICE OF LAW AND FORUM.

This Agreement is to be interpreted by the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance in the Circuit Court for the County of Kalamazoo.

P. CERTIFICATION OF AUTHORITY TO SIGN CONTRACT.

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.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Agreement as of the date written below.

MUNICIPALITY

By: _____
Municipality

Date: _____

COUNTY OF KALAMAZOO

By: _____
Tracie L. Moored Administrator/Controller

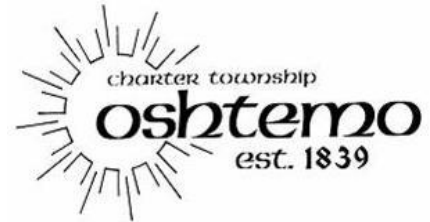
Date: _____

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Dat
Board & Committee	Libby Heiny-Cogswell	<i>As needed</i>	
Appointments	Cheri Bell		
	Dusty Farmer		
Buildings and Grounds	Libby Heiny-Cogswell	<i>Quarterly @ 8:00 a.m.</i>	
	Dusty Farmer, TB		
	Carl Benson (Resident)		
	Mark Barnes (Staff)		
	Rick Everett (Staff)		
Capital Improvement (CIC)	Zak Ford, TB	<i>Quarterly, Jan, Apr, July, Oct</i>	
	Libby Heiny-Cogswell, TB	<i>3rd Tues. @ 1pm</i>	
	Clare Buszka (TB)		
	Tim Mallett (Resident)		
	Dick Hertzell (Resident)		
	Bernie Mein		
	Anna Horner (Staff)		
	Marc Elliott (Staff)		
HARC (Hardship Advisory Review Committee); 3 year, staggered terms	Fred Gould (BOR)		12/31/2021
	Jeff Parson (Resident-at-large)		12/31/2022
	Neil Sikora (BOR)		12/31/2023
	Clare Buszka (TB Treasurer)		TermofOffice
	Libby Heiny-Cogswell (TB Supervisor)		TermofOffice
IT Committee	Dusty Farmer (TB) Libby Heiny-Cogswell (TB Supervisor) Vacancy (Resident) Marc Elliott (Staff) Fire Dept (Staff) Josh Owens (Staff) Ric Kienbaum (Staff)	Monthly	
"Legislative Breakfast"	Open to Entire Board	<i>Quarterly</i>	
(Southwest Michigan First)		<i>8am - 9am</i>	
Kalamazoo Brownfield Authority	Iris Lubbert (Staff)	<i>4th Thursday of each Month @ 4:00pm</i>	

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Dat
Kalamazoo County Transit Authority	Dusty Farmer, Attendee	2nd & 4th Monday, 5:30 p.m.	
HR (Human Resources)	Libby Heiny-Cogswell, TB, Personnel Director	As Needed	
Board Group	Dusty Farmer, TB		
	Cheri Bell, TB		
	Sara Fiester (HR)		
Parks	Libby Heiny-Cogswell, TB	3rd Thursday @ 7:30 a.m.	
	Cheri Bell, TB		
	Kizzy Bradford, TB		
	Deb Everett, Resident		
	Paul Sotherland (At Large)		
	Karen High (Staff)		
Police	Libby Heiny-Cogswell, TB	Quarterly as needed	
	Kristin Cole, TB		
	Zak Ford, TB		
	Mark Barnes (Staff Fire Chief)		
	Jack Shepperly (Staff Police Specialist)		
	Jim Sterenberg (Resident)		
	Malcolm Blair (Resident)		
	Jim Taylor (Resident)		
	Deb Everett (Resident)		
	Ed Hellwege (Staff HR)		
	Jim Porter (Staff Attorney)		
Safety	Mark Barnes (Staff)	As needed	
	Kristine Biddle (Staff)		
	Rick Everett (Staff)		
	Linda Potok (Staff)		
Sunshine	Cheryl Moeslin		
Manage voluntary contributions from staff to recognize employee life events	Linda Potok		
	Sara Feister (Staff)		
Wellhead Protection Team	Iris Lubbert/Colten Hutson (Staff)	Quarterly (approx)	



Memorandum

Date: January 8, 2021

To: Libby Heiny-Cogswell / Oshtemo Township Board

From: Rick Everett

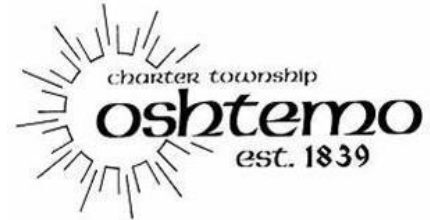
Subject: Maintenance Department Plow Trucks

OBJECTIVE

Consideration approving the disposal of two (2) Oshtemo Township trucks.

BACKGROUND

As Part of last year's budgeting plan, two maintenance trucks were replaced. I am now seeking board authorization to dispose of the former trucks. – (ADA – Asset Disposal Authorization). My plan is to put for sale signs on them and list them on our website with a reserve amount. If no decent offers are made, then the plan would be to move them to the auction process. They are a 2006 Chevrolet with plow, a 2009 Ford with plow and a 2006 Chevrolet Colorado.



Memorandum

Date: 11 January 2021
To: Township Board
From: Josh Owens, Assistant Supervisor
Subject: Fire Department Budget Amendment

OBJECTIVE

Consideration of approving a budget amendment of \$6,000 for 24-hour Firefighter food allowances.

BACKGROUND

In late November 2020, the Township Board approved the 2020-2023 IAFF 5240 Collective Bargaining Agreement (CBA). Within the CBA, in Article X, it provides a \$500 a year food allowance for all bargaining members who are 24-hour firefighters. This allowance is very common in CBA's that have 24-hour personnel. The CBA also states that this benefit must be paid with the first payroll in January and is non-taxable. This budget amendment allows the Township to fulfill the food allowance requirement of the CBA.

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: _____

Department Head Name: _____


Fund Name: _____

Amount

Additional Funds Request for: _____
(description and GL number) _____

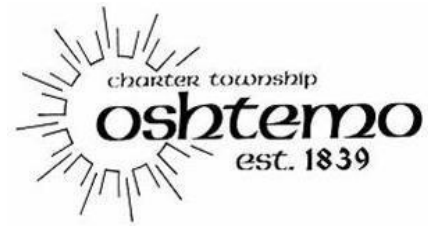
Funds requested from: _____
(description and GL number) _____

Explanation of request: _____

Supervisor/Clerk/Treasurer Review:  1-11-21
(pending or date reviewed) _____

Board Authorization: _____
(pending or date authorized)

Memorandum



Date: 6 January 2021
To: Township Board
From: Sara Feister, Human Resources
Subject: Consideration of Continuing the COVID-19 Leave Program for 2021

OBJECTIVE

Township Board consideration to continue to allow employees to use COVID-19 paid leave time through June 30, 2021.

BACKGROUND

On March 18, 2020, the Families First Coronavirus Response Act was signed into law which expired on December 31, 2020. The Act was created in response to the economic impacts of the ongoing COVID-19 pandemic. The act provided funding for free coronavirus testing, 14-day paid leave for American workers affected by the pandemic, and increased funding for food subsidies. Employers were given the option to provide employees with additional paid time-off related to COVID-19. Employers that choose to implement the additional paid time-off were reimbursed by the federal government through reimbursable tax credits.

Shortly after the FFRCA was signed into law, Oshtemo Township implemented 80 hours of paid time-off related to COVID-19 to all staff members. Oshtemo Township is not eligible for tax credits to compensate the cost of the additional benefit to employees, yet still felt it was important to provide the benefit to employees to help ensure compliance of the Township's COVID-19 safety procedures.

Since implementing the COVID-19 paid leave program, there has been nearly 420 hours of paid time-off granted to employees as part of the program. Like most employers, staying ahead of COVID-19 in the form of quarantines has been a constant, yet necessary battle. The Township has been forced to quarantine employees for reasons such as close contacts, COVID-19 like symptoms, adverse effects from COVID-19 vaccination, and for those who contracted the virus. Oshtemo Township has been successful in identifying these situations and acting accordingly which has helped to avoid breakouts among staff. This success is in part due to the COVID-19 paid leave which gives staff members the confidence to self-report COVID-19 symptoms and close contacts, knowing that they will not lose any of their normal paid time off for missing work due to a health pandemic that is outside of their control.

Based on the evidence of usage, this benefit has been well received by employees and the data states it is not being overused or abused. Continuing this paid leave will continue to encourage a culture of providing optimal support to our valued employees through this difficult time and motivate employees to use caution when dealing with COVID-19. Continuation of this program will mean that everyone will have the same amount of hours of COVID-19 leave that they had on December 31, 2020. Employees who have used some or all of their COVID-19 paid time-off will not be given any additional COVID-19 paid time-off hours. If, or when, the COVID-19 vaccine is made available to an employee and said employee chooses not to receive the vaccine, then this benefit will no longer apply.

PROGRAM OVERVIEW

The COVID-19 program qualifications are as follows:

- Each employee is allotted up to 80-hours of paid leave starting in April 2020.
- Qualifying leave request is as follows:
 - Contracting COVID-19.
 - Exposure to COVID-19 through a close contact (CDC defines this as being within 6 feet of someone who has COVID-19 for longer than 15 minutes).
 - Experiencing COVID-19 like symptoms in accordance with the Township’s COVID-19 Return to Work Plan which directly follows CDC guidelines.
 - Adverse reaction to COVID-19 vaccine.
- For length of quarantines, employees will follow the CDC guidance in the Township’s COVID-19 Return to Work Plan.
- In order to receive COVID-19 paid leave employees must prove that they have received a COVID-19 test.
- If the COVID-19 vaccine is made available to an employee and they choose not to receive then this program will no longer apply to that employee.
- The program will expire after June 30, 2021.

SUPPORTING EVIDENCE

Please see below for hours used to date of COVID leave time, broken down by Fire & Office staff. The estimated value of this benefit used to date is \$20,000. The potential additional benefit value if approved is approximately \$60,000.

	Total Hours
Fire	223
Office	196.5
Total	419.5



Memorandum

Date: 8 January 2021
To: Township Board
From: Ric Kienbaum, IT Coordinator & Josh Owens, Assistant Supervisor
Subject: 2021 Work From Home Equipment Reimbursement Policy

Objective:

To recognize the need for a safe, ergonomic work environment for Oshtemo Charter Township employees working from home and to ensure that employees working from home have the equipment they need to be successful in performing their duties.

Program:

Employees will be allowed to purchase up to a maximum of \$200 in equipment to help improve health, safety, and/or productivity when working from home. Employees will submit a reimbursement request to the IT Coordinator which must include a receipt for their purchase. The IT Coordinator will determine if the purchase qualifies for reimbursement. A list of approved items for purchase is set forth below. Items not on the list may still be reimbursed, but employees should work with the IT Coordinator prior to purchasing such items to ensure they will qualify for reimbursement. Funds for this program are included in the adopted 2021 Budget.

Eligibility:

Employees who work remotely from home at least 50% of the employee's regularly scheduled weekly hours. Purchases made on or after March 16, 2020, and through June 30th, 2021 are eligible for reimbursement under this Policy.

Items Qualifying for Purchase:

Desk Chair	Desk Light
Seat Cushion	Surge Protector
Keyboard	Heater
Mouse	Lumbar Support Pillow
Monitor	Router/Access Point
Stand/Sit Monitor, Keyboard,	Printer
Desk	Adaptors, Power Supply, Cables

Monitoring of Assets:

All items purchased will be tracked using a spreadsheet maintained by the IT Coordinator. The IT Coordinator should be notified if any of the purchased equipment is damaged.