Members Present: Edward B. Koryzno, Jr., Mark Namatevs, and J. Ray Scott.

Members Absent: Larry J. Doe and Philip W. Wagner. Attorney Karl Fink substituting for Thomas E. Daniels.

1. CALL TO ORDER: Koryzno called the meeting to order at 4:02 p.m.

2. MINUTES OF THE PREVIOUS MEETING: Motion by Scott to receive and file the minutes of the July 25, 2006 meeting with a correction to the adjournment motion. Support by Namatevs. In favor: All. Opposed: None. (Motion carried.)

3. NEW BUSINESS:

   A. Request to Approve – Proposal from Tetra Tech MPS re: Wastewater Treatment Plant Expansion / Improvements Project Optimization Services - T. Michael Jessee

       Mr. Jessee directed the Board’s attention to a proposal from Tetra Tech MPS regarding the wastewater treatment plant expansion / improvements project and the optimization of services. He indicated that this contract will allow additional effort for fine-tuning and enhancing YCUA’s SCADA system support for permit compliance and additional training on the system and specific components of operation. Mr. Jessee also explained that the Finance Committee has reviewed this originally as part of a budget amendment for Tetra Tech and requested this proposal as a standalone project. He pointed out that, as the different processes in the new wastewater treatment plant come online, staff will require Tetra Tech’s effort to further optimize systems to ensure all processes and their controls function at maximum reliability and efficiency. Mr. Jessee explained that this expenditure is budgeted in the O & M expenses for the wastewater treatment plant for fiscal year 2006 – 2007.
Mr. Jessee recommended approval of the Wastewater Treatment Plant Expansion / Improvements Project Optimization Services Proposal from Tetra Tech MPS with a budget of $100,000.

Mark Namatevs inquired as to how these funds will be applied to the project. Mr. Jessee responded that this will be considered an operating expense. Larry R. Thomas interjected that it is in the operating budget.

Edward B. Koryzno, Jr. asked for clarification that these funds will be used as challenges are encountered. Mr. Jessee responded affirmatively.

Motion by Scott to approve the Wastewater Treatment Plant Expansion / Improvements Project Optimization Services Proposal from Tetra Tech MPS with a budget of $100,000. Support by Namatevs. In favor: All. Opposed: None. (Motion carried)

B. Request to Approve - Citizens Bank Wire Transfer Agreement - Larry R. Thomas

Mr. Thomas directed the Board’s attention to a wire transfer agreement between YCUA and Citizens Bank. He indicated that the agreement needs to be updated and this is a standard agreement allowing wire transfers from the Authority’s accounts at Citizens. Mr. Thomas also explained that wire transfers are used to move money in the normal course of business.

Mr. Thomas recommended approval of the Citizens Bank Wire Transfer Agreement.

Motion by Namatevs to approve the Citizens Bank Wire Transfer Agreement. Support by Scott. In favor: All. Opposed: None. (Motion carried)

C. Request to Approve – YCUA Resolution No. 06-2 re: the Citizens Bank Wire Transfer Agreement - Larry R. Thomas

Mr. Thomas directed the Board’s attention to Resolution No. 06-2 regarding Citizens Bank Wire Transfer Agreement, which adds Jeff Williams as an authorized individual to initiate wire transfers at Citizens Bank. He indicated that, as part of Mr. Williams’s duties, the initiation of wire transfers is sometimes required.

Mr. Thomas recommended approval of Resolution No. 06-2 regarding the Citizens Bank Wire Transfer Agreement.

Motion by Scott to approve Resolution No. 06-2 regarding the Citizens Bank Wire Transfer Agreement. Support by Namatevs. In favor: All. Opposed: None. (Motion carried)

D. Request to Approve – YCUA Resolution No. 06-3 Authorizing LaSalle Bank Midwest as a Designated Depository -Larry R. Thomas
Mr. Thomas directed the Board’s attention to Resolution No. 06-3, which makes LaSalle Bank Midwest a designated depository and adds Jeff Williams as an authorized signer. He indicated that, as part of Mr. Williams’s duties, the transfer of funds within the Authority’s bank accounts is sometimes required.

Mr. Thomas recommended approval of Resolution No. 06-3 Authorizing LaSalle Bank Midwest as a Designated Depository.

Motion by Namatevs to approve Resolution No. 06-3 Authorizing LaSalle Bank Midwest as a Designated Depository. Support by Scott. In favor: All. Opposed: None. (Motion carried)

E. Request to Approve – YCUA Resolution No. 06-4 Adopting the National Incident Management Systems (NIMS) and Directing Key Personnel to Complete Online Homeland Security Training - Larry R. Thomas

Mr. Thomas directed the Board’s attention to Resolution No. 06-4 adopting the National Incident Management Systems (NIMS) and directing key personnel to complete online Homeland Security training. He indicated that, with this resolution, the Authority will adopt the National Incident Management Systems (NIMS) as its overarching disaster response system. Mr. Thomas also explained that the system was developed by the Department of Homeland Security to unify Federal, state, and local governments and establish standardized incident management procedures that all responders will use to coordinate response to significant emergencies. He pointed out that, with the adoption of this resolution, YCUA will be training several staff members in the emergency response protocols.

Mr. Thomas recommended approval of Resolution No. 06-4 Adopting the National Incident Management Systems (NIMS) and Directing Key Personnel to Complete Online Homeland Security Training.

Mark Namatevs inquired as to how the training is done. Mr. Thomas responded that the training is in the form of online courses offered by the Homeland Security Department. He added that the Authority has selected the departmental directors and water distribution and services supervisors to take the classes and will make further determination in the future if it is determined that others would benefit as well. Mr. Thomas also advised that two classes take approximately eight hours to complete.

Motion by Namatevs to approve Resolution No. 06-4 Adopting the National Incident Management Systems (NIMS) and Directing Key Personnel to Complete Online Homeland Security Training. Support by Scott. In favor: All. Opposed: None. (Motion carried)
F. Request to Approve- Acceptance of Veridian and 56K Duplex Building as Public Utilities - T. Michael Jessee

Mr. Jessee advised the Board that OHM has notified the Authority that this project is complete and constructed within all specifications outlined by YCUA. He indicated that this developer has met all requirements.

Mr. Jessee recommended acceptance of the Veridian and 56K Duplex Building project infrastructure as a public utility.

Motion by Namatevs to accept the Veridian and 56K Duplex Building project infrastructure as a public utility. Support by Scott. In favor: All. Opposed: None. (Motion carried)

G. Request to Approve - 2006 Road Repair Project - T. Michael Jessee

Mr. Jessee advised the Board that sealed bids for the 2006 road repairs project were received on August 15th after being produced and advertised per the Authority’s purchasing policy requirements. He indicated that the project repairs road cuts that YCUA has made in local roads during fiscal year 2005 - 2006. Mr. Jessee also explained that four bidders submitted proposals. He pointed out that Midwest Pavement of Milford submitted the low bid in the amount of $175,745. Mr. Jessee explained that permanent repair of road cuts is done each year at this time. He further advised that this is an O & M expense.

Mr. Jessee recommended approval of the contract with Midwest Pavement in the amount of $175,745, with a construction contingency of 14% or $24,255 be included in the authorization of this project.

Mark Namatevs inquired as to why the contingency is so large. Mr. Jessee responded that in previous years, staff underestimated the amount of bituminous materials that was needed. He indicated that, throughout the year, YCUA will ultimately identify additional cuts that need to be repaired, which will be added to this project.

Motion by Scott to approve the contract with Midwest Pavement in the amount of $175,745, with a construction contingency of 14% or $24,255 be included in the authorization of this project. Support by Namatevs. In favor: All. Opposed: None. (Motion carried)

H. Request to Approve - Manhole Rehabilitation Project - T. Michael Jessee

Mr. Jessee advised the Board that bids were received for this project and all of the bids were much higher than anticipated and that staff is presently reevaluating how to proceed with this project.

No action was taken on this item.
I. Request to Approve – Final Change Order No. 1 re: West Willow Sanitary Lining Project - T. Michael Jessee

Mr. Jessee directed the Board’s attention to Final Change Order No. 1 re: West Willow Sanitary Lining Project, which corrects the bid amount for actual footage lined during the project. He indicated that quantities were less than had been estimated in the original bidding documents, resulting in a decrease from the bid price of $35,040.50. Mr. Jessee also explained that this is a typical balancing change order at the end of a project.

Mr. Jessee recommended approval of Final Change Order No. 1 re: West Willow Sanitary Lining Project.

Motion by Scott to approve of Final Change Order No. 1 re: West Willow Sanitary Lining Project. Support by Namatevs. In favor: All. Opposed: None. (Motion carried)

J. Request to Approve - Final Change Order re: 2005 Road Repair Project - T. Michael Jessee

Mr. Jessee directed the Board’s attention to a change order regarding the 2005 road repairs contract, which repaired cuts YCUA had made in various roads in the city and township during 2004 and 2005. He indicated that the increase in costs is due to an increase in materials as a result of unexpected depths of roadways greater than four inches and an increase in the amount of pavement removed in order to provide a uniform repair. Mr. Jessee also explained that the change order is an increase in the amount of $47,766.90. He pointed out that this change order covers actual quantities of materials used that were higher than estimated quantities included in the bidding documents. He pointed out that this is an O & M expense.

Mr. Jessee recommended approval of Final Change Order re: 2005 Road Repair Project.

Motion by Namatevs to approve Final Change Order re: 2005 Road Repair Project. Support by Scott. In favor: All. Opposed: None. (Motion carried)

K. Request to Approve – Purchase of Sanitary Televising Truck - T. Michael Jessee

Mr. Jessee advised the Board that sealed bids were received on August 7th for a sanitary televising truck, which will allow YCUA service crews to televisé the Authority’s sanitary sewers. He indicated that procedures as set forth in YCUA’s purchasing policy were followed. He pointed out that staff recommends accepting a proposal from Jack Doheny Supplies of Northville, Michigan, in the amount of $139,900. Mr. Jessee explained that purchase of this unit will allow Authority staff, rather than outside contractors, to televisé the YCUA system’s sewers in compliance with the
District Compliance Agreement the Authority had with MDEQ. He further advised that this item is budgeted in the fiscal year 2006 – 2007 capital budget. He further advised that this would be paid out of the equipment fund.

Mr. Jessee recommended approval of the purchase of a sanitary sewer televising truck from Jack Doheny Supplies in the amount of $139,900.

Mark Namatevs asked for clarification on how the system works. Mr. Jessee responded that a robotic device on tracks with a range of approximately 500 feet moves up the sewer line on a cable. He indicated that this purchase includes an inclinometer, which measures the degree of elevation of the main. Mr. Jessee added that the video is then fed to a hard drive where the video can be viewed using the software that is included with the purchase.

J. Ray Scott inquired as to the type of warranty included with the equipment. Mr. Jessee responded that most of it comes with a one-year standard warranty. He advised that each piece of equipment has a different life cycle cost.

Mr. Namatevs indicated that, in the past, staff has approached the Board with cleaning and televising work done as a package. He inquired as to whether the Authority already has the cleaning equipment. Mr. Jessee responded affirmatively.

Motion by Namatevs to approve the purchase of a sanitary sewer televising truck from Jack Doheny Supplies in the amount of $139,900. Support by Scott. In favor: All. Opposed: None. (Motion carried)

L. Fund Balance Report - Larry R. Thomas

Mr. Thomas directed the Board’s attention to the Fund Balance Report. He then proceeded to give a detailed report of the information contained in the report and answered questions from the Board.

Informational only; no motion from the Board required.


Mr. Thomas directed the Board’s attention to the Financial Report – Authority Net Assets Reports for July. He then proceeded to give a detailed report of the information contained in the reports and answered questions from the Board.

Informational only; no motion from the Board required.

N. Usage Report – Consumption Report - Larry R. Thomas

Mr. Thomas directed the Board’s attention to the Consumption Report. He then proceeded to give a detailed report of the information contained in the reports and answered questions from the Board.
Informational only; no motion from the Board required.

O. Director’s Report - Larry R. Thomas

There was no director’s report for the month.

4. OLD BUSINESS:

There was no old business for the month.

5. OTHER BUSINESS:

P. Request to Approve – Harris Road Emergency Sanitary Sewer Repair
   – T. Michael Jessee

Mr. Jessee advised the Board that there is an emergency sewer repair in progress on Harris Road. He indicated that there is a large 12-inch conduit that runs from just north of Share Street and Harris Road traversing north all the way up to the West Willow trunk sewer. Mr. Jessee also explained that a sound barrier wall is presently being constructed along the north and south sides of I-94 in that vicinity. He pointed out that this past Friday, YCUA preventative maintenance staff discovered that the main on Harris Road was backing up. Mr. Jessee explained that, with the installations of one of the large pilings for one of the sound barrier walls, the sanitary sewer was damaged and a blockage had occurred. He further advised that YCUA staff was immediately mobilized and installed bypass pumping which was in operation from Friday afternoon until Monday.

Mr. Jessee stated that, also on Friday, the Authority contacted two contractors that could provide emergency service in this situation: Dan’s Excavation and Superior Excavation. He acknowledged that Dan’s Excavating declined to participate and Superior Excavation accepted, estimating mobilization to occur on Monday morning. Mr. Jessee confirmed that Superior was unable to provide a cost at that time and would only commit to the project on a time and material basis.

He explained that YCUA staff did not attempt to repair the damage because the Authority does not have the equipment to excavate the depth of the repair, which was approximately 16 feet. Mr. Jessee pointed out that since Monday, Superior Excavating has replaced 57.5 feet of the 10-inch sanitary main that was filed with concrete. He also stated that YCUA staff has met with MDOT and their contractor and also that they have been notified that the Authority will be invoicing them for the repair.

Mr. Jessee commended YCUA’s service crew who discovered this problem early and, in doing so, averted possibly greater expense.

Mr. Jessee recommended approval of the Harris Road emergency sanitary sewer repair in an amount not to exceed $75,000.
Motion by Namatevs to approve Harris Road emergency sanitary sewer repair in an amount not to exceed $75,000. Support by Scott. In favor: All. Opposed: None. (Motion carried)

6. STATEMENTS AND CHECKS: Motion by Namatevs to pay the bills in the amount of $4,170,823.27 plus an addendum in the amount of $80,038. Support by Scott. In favor: All. Opposed: None. (Motion carried.)

7. PUBLIC COMMENTS:
There were no public comments for the month.

8. ADJOURNMENT: Motion by Namatevs to adjourn the meeting at 4:55 p.m. Support by Scott. In favor: All. Opposed: None. (Motion carried)

Respectfully submitted,

MARK NAMATEVS, Secretary/Treasurer
YCUB RESOLUTION NO. 06-2
RE CITIZENS BANK WIRE TRANSFER AGREEMENT

Account Name and Title
YPISILANTI COMMUNITY UTILITIES AUTHORITY

☐ New    ☒ Checking    ☐ Personal    Type of Account
☒ Change    ☐ Savings    ☒ Business    PUBLIC FUNDS

Authorized Signatures
JEFFREY L. WILLIAMS

TIN/DOB
9-18-1960

By signing the document I (we) have received a copy and agree to abide by the rules and regulations applicable to this account.

TAX ID NUMBER
38-9052446

Accepted By
Barb Wellker

Bank #
143

Branch #
21

Date
8/3/06

Certified Copy of Resolutions of the Board of Directors of the Ypsilanti Community Utilities Authority

1. That the bank is designated as a depository of this corporation and that the bank is authorized to accept for credit to this corporation and/or for collection, any and all checks, drafts, notes, and other negotiable instruments when endorsed in the name of this corporation, in writing, by rubber stamp, or otherwise, with or without designation of the party making such endorsement.

2. That any and all funds standing to the credit of this corporation with the bank in said account or accounts may be withdrawn upon checks, drafts, notes, orders, other undertakings for the payment of money, when signed in the name of this corporation by any of the following duly elected officers of this:
☐ CORP  ☐ SOLE PROP  ☐ PARTNERSHIP  ☐ ORGANIZATION  ☒ POLITICAL SUBDIVISION

NAME
LABY R. THOMAS
T. MICHAEL JESSEE
JEFFREY L. WILLIAMS
MARK NAMATEVS

TITLE
EXECUTIVE DIRECTOR
ASST. EXECUTIVE DIRECTOR
DIRECTOR OF FINANCE
TREASURER/SECRETARY

Whose signatures shall be duly certified to the bank, and the bank is authorized to pay any checks, drafts, notes, and orders, so signed without inquiry as to the circumstances of issue or the disposition of the proceeds thereof, whether drawn to the individual order or tendered in payment of individual obligations, or for deposit to the individual accounts, or the officers above name or other officers of this corporation or otherwise.

3. That these resolutions and the authority hereby conferred shall remain in full force and effect until notice to the contrary in writing shall be received by the bank.

I certify that I am the secretary of YPSILANTI COMMUNITY UTILITIES AUTHORITY, that the above is a true copy of a resolution adopted by a quorum of the board of directors of this corporation at a meeting held on the 22 day of AUGUST, 2006 and further that the signatures appearing on the reverse hereof, are the true signatures of the above officers or agents.

MARK NAMATEVS, Secretary - Treasurer

Certified as a true resolution

Primary Address: 2777 STATE STREET

City, State & Zip: YPSILANTI MI 48198-9112

Phone #: 734-489-4600

Fax #: 

Mailing Address (if different)
WIRE TRANSFER AGREEMENT
MICHIGAN

Commencing August 22, 2006, the following procedures will apply to the transfer of funds from the account(s) of the undersigned (the “Company” and/or “we”) and/or the advice to us of daily receipts into our account(s) at Citizens Bank (the “Bank”).

SECTION I AUTHORIZATION OF BANK

Subject to the limitations contained in this Agreement, the provisions of the Uniform Commercial Code as enacted in the State of Michigan (the “Code”) and Regulation J of the Board of Governors of the Federal Reserve System (being 12 C.F.R., Part 210, as amended), the Bank is hereby authorized to:

1. Honor, execute and charge to the account of Ypsilanti Community Util Auth (Bank or Company name as applicable), without limit as to amount, any and all telephonic, telegraphic, facsimile, electronic, cable, oral or written requests or orders for the transfer of available funds ("Transfers") from an Authorized Representative of the Company when made in accordance with this Agreement and the Bank’s “Supplementary Procedures and Information" in effect from time to time, a current copy of which is attached hereto as Exhibit A (the “Transfer Procedures”). Individuals designated as “Authorized Representatives” of the Company are listed in Schedule I attached hereto. As used herein, “available funds” means those funds which are available for all uses generally permitted to a customer for actually and finally collected funds under the Bank’s account agreement or policies. The Bank may:
   a. Transfer available funds from specified Company account(s) with the Bank to any other specified Company bank account(s) whether such account(s) are with the Bank or another bank(s).
   b. Transfer available funds from Company account(s) with the Bank to any account(s) which are with the Bank or other bank(s).

2. Transfer available funds based upon pre-determined criteria described in written instructions to the Bank signed by an Authorized Representative of the Company. A set of such instructions is attached as Schedule II which covers pre-authorized Transfers of repetitive nature (debit and credit parties remain the same; only date and dollar amount(s) are variable).

3. Act upon all Transfer requests outlined above in a timely manner, and effect the appropriate debit(s) and/or credit(s) during the normal course of posting the accounts.

The Bank will establish certain recognition procedures which the Company will follow. These procedures may be changed at Bank’s discretion and are as follows:

a. A repetitive request number will be assigned in the case of Transfers by pre-authorized instructions.

b. Where non-repetitive Transfers are communicated to the Bank, the Bank will verify the Transfer by notifying an Authorized Representative by phone, facsimile transmission, electronic mail, or other method designed to provide actual notice to Company. The above verification is not required when Transfers are subject to the use of computerized verification programs. Where multiple Authorized Representatives are listed, the Bank will endeavor to contact an individual other than the original caller.

4. Record all telephonic instructions received by the Bank from the Company and retain the recordings until the period for notification of discrepancies by the Company has expired.

5. Prepare a Bank statement for each of the Company’s accounts at agreed intervals.

6. Prepare a Transfer verification at the time a transfer is accepted or effected. Company agrees to notify Bank immediately of any discrepancy between Company’s records of a Transfer and a Transfer verification. If Company fails to notify Bank in writing of any such discrepancy within thirty (30) days after the Transfer verification date, Company agrees that Bank will not be liable for any losses which result from Company’s failure to give Bank such notice or which might have been prevented by the giving of such notice.

SECTION II CERTAIN AGREEMENTS OF COMPANY

In consideration of obligations of the Bank hereunder, we:

1. Understand that we may not initiate a Transfer until we deliver to the Bank our corporate resolution or other appropriate document for a partnership, association or proprietorship designating a person having authority to act on our behalf as an authorized person with respect to this Agreement and with authority to appoint Authorized Representatives and agree that if we grant or revoke the authority of either the authorized person or an Authorized Representative, we will communicate such change in writing to the Bank and the Bank shall have a reasonable time period to act on such change.

2. Agree to supply the Bank, in addition to Schedules I and II, any other information that the Bank may reasonably request including, but not limited to, money amounts, accounts to be affected, dates of Transfers, supplemental instructions and further evidence of any other act contemplated under this Agreement and the Transfer Procedures. In the event that any telephonic Transfer request becomes repetitive (occurring at least monthly with the instructions remaining constant except for the money amount) the Bank
may assign a unique identifier to the repetitive Transfer. After being informed of such an assignment, the Company will use the identifier to initiate subsequent like Transfers.

3. Assume full responsibility for all Transfers made by the Bank in good faith and in accordance with this Agreement and the Transfer Procedures, and agree that the Bank shall be conclusively deemed to have discharged all of its duties to act in good faith and to exercise ordinary care if it has followed this Agreement and the Transfer Procedures or if the Company has not followed them.

4. Agree that the Bank may change the Transfer Procedures upon written notice to the Company.

5. Agree that the Bank will not be required to make any Transfer or act on any communication canceling or amending a Transfer on the day requested unless received within a reasonable time before any cutoff deadline the Bank may establish from time to time and that Bank may change such cutoff deadline without prior notice to Company.

6. Agree that (a) the Bank shall not be liable for any loss or damage which we may suffer by reason of any Transfers made in accordance with this Agreement and the Transfer Procedures, even though instructions received by the Bank and upon which the Bank shall have relied, are not in fact authorized, provided that the Bank acts in good faith and exercises reasonable care; (b) the Bank shall have no liability to persons not a party to this Agreement; and (c) the Bank shall not be liable for any loss or damage resulting from any delay in the performance of or failure to perform responsibilities under this Agreement which is caused by the negligence or misconduct of Company or any Authorized Representative, agent or employee of Company, any act or failure to act on the part of any person not within the Bank’s reasonable control, any acts or omissions of intermediary banks, any ambiguity in instructions given to the Bank, or any act of God, fire, floods, adverse weather conditions or other catastrophe, war, sabotage, riots, acts of a public enemy or acts of a governmental authority.

The Banks’ liability to Company for Bank’s breach of this Agreement shall be limited to Company’s actual costs and interest as permitted by the Code. UNDER NO CIRCUMSTANCES SHALL THE BANK BE LIABLE TO THE COMPANY OR TO ANY THIRD PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REGARDLESS OF THE FACT THAT THE BANK MAY HAVE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. In the event the Bank is liable to Company for interest, that interest shall be calculated at a rate per annum equal to the lesser of five percent (5%) or the applicable rate as prescribed by the Code. Company agrees to hold harmless the Bank from any and all claims, demands, expenses (including attorneys’ fees and costs), and loss or damage of any nature whatsoever arising directly or indirectly out of the Transfers initiated pursuant to this Agreement or in any way connected with the arrangements provided for herein except for liability to the Company for direct losses (to the exclusion of indirect or consequential damages or lost profits) occasioned by the Bank’s gross negligence or lack of good faith.

7. Agree that in all cases, Bank and its correspondents and intermediaries shall be permitted to pay a Transfer based upon the routing and transit number and the account or other identifying number of the Transfer’s beneficiary supplied by the Company.

8. Agree that any communication of Company amending or canceling a Transfer shall be transmitted to the Bank by the means the Transfer was transmitted, followed by a written confirmation, and that such communication shall be effective only if received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act. No communication amending or canceling a Transfer shall be effective after the Bank has executed the Transfer.

9. Agree to pay the Bank its fees established from time to time for wire transfer services. The Bank reserves the right to change its fees at any time without prior notice to the Company. We grant the Bank the right to charge our account(s) for fees.

10. Agree that the Bank reserves the right to refuse to honor any request for a Transfer for any reason, including, but not limited to, that the account from which the Transfer was requested does not have sufficient immediately available funds to cover such Transfer. Notice of the Bank’s refusal to honor a Transfer request will be given by phone, facsimile transmission, electronic mail or other method designed to provide actual notice to Company during the verification process which takes place shortly after a Transfer request. In the event that the Bank does honor any request for a Transfer that results in an overdraft of any Company account, the amount of overdraft shall be immediately due and payable to the Bank by the Company and the Bank may offset the amount of the overdraft against the balance of any of our accounts with the Bank, and may exercise any rights that the Bank may have under any agreements granting to the Bank security for the payment of liabilities or obligations of the Company to the Bank.

SECTION III MISCELLANEOUS

1. The Bank and Company further agree that:

a. Either the Bank or the Company may terminate this Agreement at any time upon prior written notice to the other, but such termination shall not affect Transfers completed by the Bank prior to the effective termination date. The indemnification and liability limitation provisions of this Agreement will survive any such termination.

b. The Bank may amend the terms of this Agreement at any time. Except as otherwise provided in this Agreement, the Bank will mail written notice to the Company at least ten (10) calendar days before the changes become effective.

c. This Agreement, together with the Schedules attached hereto and the Transfer Procedures, constitutes the entire agreement of the Bank and Company and supersedes all other agreements, written or oral, with respect to the subject matter hereof. The rules and regulations of the Citizens Bank Checking and Savings Accounts Agreement governing Company’s accounts with the Bank are hereby incorporated by reference. If any inconsistency exists between the

Wire Transfer Agreement – MI
Revised 5/1999
rules and regulation of the Citizens Bank Checking and Savings Accounts Agreement and this Agreement, this Agreement shall control to the extent of the inconsistency.

d. Except as otherwise provided by this Agreement, any notice permitted or required by this Agreement shall be in writing and shall be deemed to be given when mailed by first class United States mail, postage prepaid, if to the Company, addressed to the most recent address in the records of the Bank and if to the Bank, addressed to:

Citizens Bank
Attn: Wire Services MC 003223
328 S. Saginaw St.
Flint, Michigan 48502

e. If any term, covenant or condition of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

f. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan and any legal proceedings relating to this Agreement shall be brought in the state of Michigan.

g. This Agreement shall not be binding upon either party until signed and dated in the spaces provided.

Company Name 2777 State Road, Ypsilanti, MI 48198
Company Address 38-2652446
By: 

Signature 
Secretary - Treasurer 

Title 

Accepted this 22 day of August, 2006.

CITIZENS BANK

By: 

Signature 

Title 

Wire Transfer Agreement – MI
Revised 5/1999
**SCHEDULE I**

Ypsilanti Comm. Utilities Author.
Company Name

Listing of company representatives authorized to originate and/or verify wire transfers

Authorized this ______ day of ______, ______.

<table>
<thead>
<tr>
<th>Authorized Representatives</th>
<th>Company, Division, Title, Etc.</th>
<th>Account Number</th>
<th>Authorized* Dollar Amount</th>
<th>Phone # &amp; Ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Larry R. Thomas</td>
<td>Executive Director</td>
<td></td>
<td>$1,000,000.00</td>
<td>484-4600 x116</td>
</tr>
<tr>
<td>2. T. Michael Jessee</td>
<td>Asst. Executive Director</td>
<td></td>
<td>$1,000,000.00</td>
<td>484-4600 x135</td>
</tr>
<tr>
<td>3. Jeffrey L. Williams</td>
<td>Director of Finance</td>
<td></td>
<td>$1,000,000.00</td>
<td>484-4600 x189</td>
</tr>
</tbody>
</table>

* Authorized dollar amount is the maximum amount that will be allowed to be wired out of any one account per day.

(Optional)

Listing of company representatives authorized ONLY to verify wire transfers.

<table>
<thead>
<tr>
<th>Authorized Representatives</th>
<th>Company, Division, Title, Etc.</th>
<th>Phone # &amp; Ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Vanilla Terry</td>
<td>Accountant</td>
<td>484-4600 x103</td>
</tr>
<tr>
<td>2. Cathy Moorman</td>
<td>Customer Service Mgr</td>
<td>484-4600 x114</td>
</tr>
</tbody>
</table>

Company Address: 2777 State Rd
Ypsilanti, MI 48198

Company Phone #: 734-484-4600
Company Fax #: 734-544-7185
Email Address: JWilliams@ycua.org

By: [Signature]
Secretary - Treasurer
Title

Wire Transfer Agreement – MI
Revised 5/1999
Instructions for pre-authorized transfers of repetitive nature.

Authorized this ___ day of ________________, 2006.

<table>
<thead>
<tr>
<th>Transfer #</th>
<th>From Account Number</th>
<th>To Bank Account Holder and Account Number</th>
<th>Person Authorized</th>
<th>Dollar Limit</th>
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1) Company will use PIN's (Personal Identification Numbers) as jointly decided between it and the Bank to insure accurate transmission of critical data such as sender and dollar amount. Each Authorized Representative of Company will be assigned a unique PIN to facilitate the transfers.

2) To the extent that instructions transmitted from time to time may contain obvious descriptive errors regarding the transfers described above, Bank reserves the right to edit information received from Company to insure accurate transmission and receipt of such transfers.

Company Address: 2777 State Rd
Ypsilanti, MI 48198

Company Phone #: 734-484-4600
Company Fax #: 734-544-7185

By: 
Signature

Title
SUPPLEMENTARY PROCEDURES AND INFORMATION
(WIRE TRANSFER AGREEMENT)

As a signatory to a Wire Transfer Agreement ("Agreement") maintained with Citizens Bank ("Bank"), the following information is being provided to assist you ("Company") in conducting transfers under the terms of the Agreement. Unless context otherwise requires, defined or capitalized terms used shall have the same meanings assigned to them in the Agreement.

1. **Telephone Contact Information.** To initiate Transfers by telephone, Company should call Bank's Wire Transfer Center at 1-800-494-2018, or to check if a wire has been received call Bank's TeleBanking Center at 1-800-999-6949, for toll free assistance.

   B) **Contact By Facsimile.** To initiate wire transfers by facsimile transmission, Company should send to the Bank the information required by paragraph 4. below, on the form provided by the Bank, at the following facsimile number: 1-810-766-7596.

2. **Current Cutoff Deadlines.** Pursuant to Paragraph 4 of the Agreement, Bank reserves the right to establish and change daily cutoff deadlines. Current cutoffs for initiating Transfers are as follows:

   For domestic Transfers: 5:00 O'CLOCK P.M. EST/EDT
   For international Transfers: 1:30 O'CLOCK P.M. EST/EDT

Bank will use its best efforts to initiate Transfers on the day requested, provided that such requests are received by Bank within a reasonable time prior to the cutoff deadlines specified by Bank from time to time.

3. **Availability of Services.** Generally speaking, Transfers may be initiated on those days Bank is open and carries on substantially all of its banking functions (i.e., Monday through Friday). Transfers will not be processed on Saturdays, Sundays, holidays observed by Bank, or holidays on which transfers are not available through the Federal Reserve Banks (please contact Bank with any specific questions concerning holiday schedules).

4. **Non-repetitive Transfer Information.** Without limiting the generality of Paragraph 1 of the Agreement, an Authorized Representative of Company seeking to initiate a non-repetitive Transfer should be prepared to supply Bank with the following information: (a) Company name, address and telephone number; (b) Identification of the Authorized Representative initiating the Transfer; (c) Company I.D. Number; (d) company's account number from which funds are to be transferred; (e) The amount of the Transfer; (f) Identification of the receiving financial institution to which funds are to be transferred (name, city, state, and routing and transit numbers, if available); and (g) The name, address and account number of the Transfer recipient.

5. **Security Procedures.** Under the terms of the Agreement, Company assumes responsibility for safeguarding the confidentiality of the Company I.D. Number and any identifiers or repetitive request numbers assigned to Company for repetitive Transfers.
YCUA RESOLUTION NO. 06-3
AUTHORIZING LASALLE BANK MIDWEST
AS A DESIGNATED DEPOSITORY

CORPORATE RESOLUTION

Ypsilanti Community Utilities Authority
Name of Corporation

To: LaSalle Bank Midwest, NA ("Bank")

Date August 2, 2006

I, Mark Namateva, do hereby certify that I am the duly elected, qualified and acting Board of Commissioners, Secretary and the keeper of the corporate records and corporate seal of YCUA, a corporation duly organized and existing under the laws of Michigan ("Corporation"), and that the following is a true and correct copy of certain resolutions duly adopted by its Board of Directors in accordance with applicable law and the bylaws of said Corporation on the 2 day of August, 2006, and that such resolutions have not been amended nor rescinded and are now in full force and effect:

I. BANK AS DEPOSITORY

Be It Resolved, that the Bank is designated a depository into which the funds of this Corporation may be deposited, and that this Corporation, the authority granted in these resolutions, and this Corporation’s accounts, transactions and services with the Bank shall be subject to the terms and provisions of the Bank’s agreements relating thereto, including, without limitation, the Bank’s Commercial Account and Service Agreement, and the Bank’s Funds Availability Policy;

Be It Further Resolved, that (a) any officer, employee or agent, acting for or on behalf of this Corporation is hereby authorized to open and maintain one or more accounts with the Bank, (b) any officer, employee or agent, acting for or on behalf of this Corporation is hereby authorized to endorse, in the name of this Corporation, for the purpose of deposit and collection in and with the Bank, checks, drafts, notes and other like obligations and that endorsements for deposit and collection may be written or stamped without designation of the party making the endorsement, and (c) this Corporation hereby guarantees to the Bank the absence of proper endorsement on any item accepted by the Bank for deposit to an account of this Corporation.

II. AUTHORITY TO DRAW AND ENDORSE CHECKS; CLOSE ACCOUNTS (Submit signature cards)

Be It Further Resolved, that each of the following officers of this Corporation: Chief Executive Officer, Chief Financial Officer, President, Vice President, Treasurer, Assistant Treasurer, Executive Director, Assistant Exec Director, Director of Finance (line through titles that do not apply; insert additional titles that do apply) is hereby authorized to act individually on behalf of this Corporation for the purposes described below:

1) To sign (manually, via facsimile or otherwise) any and all checks, drafts, and orders, including orders or directions in informal or letter form, against any funds or accounts at any time standing to the credit of this Corporation with the Bank, and that the Bank is authorized to honor any and all checks, drafts and orders so signed, including those drawn to the individual order of any such person or persons signing the same, without further inquiry or regard to the authority of said person or persons or the use of the checks, drafts or orders, or the proceeds thereof;

2) To endorse for negotiation, negotiate, and receive the proceeds of any negotiable instruments or orders for the payment of money payable to or belonging to this Corporation;

3) Close any and all accounts of this Corporation and receive proceeds thereof;

4) Instruct the Bank and take any and all actions relating to any checks or other items deposited into or drawn on an account of this Corporation with the Bank; and

5) Delegate to others the authority to make, direct or undertake any of the actions contemplated above.

III. AUTHORITY TO ORIGINATE DISBURSEMENTS AND ENTER INTO OTHER CASH MANAGEMENT ARRANGEMENTS

1
Be It Further Resolved, that each of the following officers of this Corporation: Chief Executive Officer, Chief Financial Officer, President, Vice President, Treasurer, Assistant Treasurer, Executive Director, Assistant Exec Director, Director of Finance [line through titles that do not apply; insert additional titles that do apply]: is hereby authorized to act individually on behalf of this Corporation from time to time to (1) enter into agreements with the Bank for cash management services which may include, without limitation, agreements relating to (A) the disbursement of funds (via check, automated clearinghouse (ACH) transfer, wire transfer, other electronic funds transfer or otherwise) of this Corporation which may be accomplished verbally, in writing, via electronic transmission or otherwise, (B) the deposit or collection of funds of this Corporation, (C) access to information relating to any and all account, collection and disbursement activity of this Corporation and (D) the use of software and/or Internet-based products in order to undertake any or all of the foregoing; (2) take any and all action permitted or contemplated by any of the foregoing agreements and/or services, all as any such person in their sole discretion deems advisable; and (3) designate to the Bank the person(s) authorized to provide instructions to the Bank relating to the accounts, disbursements, collections or other cash management arrangements of this Corporation and/or delegate to others the authority to make, direct or undertake any of the actions contemplated above.

IV. AUTHORITY TO OBTAIN CREDIT, PLEDGE ASSETS AND UNDERTAKE OTHER ACTIONS

Be It Further Resolved, that each of the following officers of this Corporation: Chief Executive Officer, Chief Financial Officer, President, Vice President, Treasurer, Assistant Treasurer, Executive Director, Assistant Exec Director, Director of Finance [line through titles that do not apply; insert additional titles that do apply]: is hereby authorized to act individually on behalf of this Corporation:

1) To borrow money and obtain credit from the Bank on a current or other basis upon such terms, rates of interest, and conditions as such person or persons may deem advisable, and to execute and deliver in the name of the Corporation, notes, drafts, applications for letters of credit, undertakings and agreements with respect to such credit;

2) To enter into agreements to assume, guaranty, endorse, agree to purchase or provide funds for the payment of or otherwise become liable for the obligations and/or liabilities which may from time to time be due and owing from any other person or entity to the Bank, or to otherwise assure the Bank against losses relating to an extension of credit to a third party;

3) To discount with the Bank any of the notes, drafts or acceptances held by this Corporation, upon such terms and conditions as such person or persons deem(s) advisable;

4) To receive and receipt for, sign orders, and issue instructions (written or oral) for the handling and delivery of the proceeds of any extension of credit;

5) To mortgage, pledge, transfer, assign to or create a security interest in favor of the Bank in any and all of the real, personal, and mixed property and assets of this Corporation, including without limitation, real estate, notes, bonds, stocks, drafts, warehouse receipts and other documents, accounts and securities of this Corporation, and to execute and deliver any and all agreements, documents and instruments which such person or persons deem(s) advisable in connection therewith, and to perform such acts required in such agreements, documents and instruments or otherwise to perfect such security interests, including the deposit of such property with the Bank (and may withdraw and make substitutions of same from time to time);

6) To withdraw, receive and receipt for and withdraw upon trust receipt on the responsibility of, and at the risk of this Corporation, and to sign orders for the withdrawal, substitution and/or exchange of any and all collateral, securities or property pledged, assigned, transferred or otherwise held for its account. Such withdrawals, substitutions or exchanges may also be made by the bearer of any order, receipt or request so signed; and

7) To purchase or otherwise acquire for and on behalf of this Corporation, and to sell, transfer or otherwise dispose of, and endorse for sale, transfer or other disposition, any and all bonds, notes, shares of stock and other securities of any kind or nature and by whomsoever issues, or interim, participation or other certificates therefore, and to identify and guarantee signatures and endorsement thereon, or on powers of attorney executed in connection therewith, and to authorize or direct charges to the depository account(s) of this Corporation for the cost of any securities so purchased from or through the Bank.

V. AUTHORITY TO SUBSCRIBE TO CARD PROGRAMS AND OBTAIN RELATED CREDIT

Be It Further Resolved, that each of the following officers of this Corporation: Chief Executive Officer, Chief Financial Officer, President, Vice President, Treasurer, Assistant Treasurer, Executive Director, Assistant Exec Director, Director of Finance
[line through titles that do not apply; insert additional titles that do apply]: is hereby authorized to act individually on behalf of this Corporation for the purposes described below:

1) Enter into agreement(s) with the Bank (and any subsequent modifications or amendments thereto) providing for (a) this Corporation to participate in one or more of the Bank’s commercial charge card programs, which may include the issuance of commercial charge cards (and opening of charge accounts) and/or commercial “stored value” cards (collectively, such cards and accounts are referred to herein as “Commercial Cards”) to or for officers, agents and employees of this Corporation, its subsidiaries and affiliates for the purposes described therein, (b) the issuance of consumer “stored value” cards, and the establishment of related card accounts (such cards and accounts are referred to herein as “Consumer Cards”; the Consumer Cards and Commercial Cards are collectively referred to herein as “Cards”) to officers, agents and employees of this Corporation, its subsidiaries and affiliates for the purpose of paying to the holders of such Consumer Cards (as approved and sponsored by this Corporation), amounts owed to them by this Corporation (including its subsidiaries and affiliates) and for such other purposes described in the agreement, (c) the terms and conditions applicable to Cards, including this Corporation approving and sponsoring the persons who will receive Cards, (d) extensions of credit to be made by the Bank from time to time to or for the account of this Corporation relating to the use of the Cards or the Card program(s), and/or (e) pledging assets of this Corporation to secure, and/or pre-funding of, this Corporation’s obligations to the Bank related to the Cards or the Card program(s); any such agreement may contain such other or additional terms and conditions as shall be satisfactory to any such person as evidenced by his/her execution thereof, and may be modified or amended from time to time; and

2) Designate in writing at any time and from time to time the officers (including themselves), agents and employees of this Corporation each of whom is authorized to act individually to administer the Card program(s) on behalf of this Corporation as contemplated by the agreement(s), including, without limitation, applying for Cards as shall seem advisable, such Cards to be issued subject to such credit and other limitations as to him/her shall seem proper.

VI. AUTHORITY TO CHANGE AUTHORIZED REPRESENTATIVES

Be It Further Resolved, that each of the following officers of this Corporation: [line through titles that do not apply; insert additional titles that do apply]: is hereby authorized to direct the Bank in writing to delete from or add to the person(s) hereinbefore designated to act on behalf of this Corporation with respect to any matter set forth in any other Section hereof:

VII. GENERAL

1) The Bank shall be entitled to conclusively presume that the persons certified to act on this Corporation’s behalf pursuant to these resolutions continue to be authorized to so act until otherwise notified in writing by an officer of this Corporation and the authority granted in these resolutions continues in full force and effect until actual receipt by Bank of written notice of termination or revocation, and the Bank has had a reasonable time to act thereon;

2) The Corporation, the authority granted in these resolutions, and this Corporation’s accounts, transactions and services with the Bank shall be subject to the terms and provisions of Bank’s agreements relating thereto, including, without limitation, the Bank’s Commercial Account and Service Agreement, and the Bank’s Funds Availability Policy;

3) The foregoing resolutions shall apply in full to any and all accounts of this Corporation with the Bank; and

4) Any officer of this Corporation is hereby authorized to deliver to the Bank a certified copy of resolutions adopted by the Board of Directors of this Corporation from time to time.
I FURTHER CERTIFY THAT THE FOLLOWING NAMED PERSONS ARE THE OFFICERS OF THIS CORPORATION, DULY QUALIFIED AND NOW ACTING AS SUCH, AND THEIR RESPECTIVE SPECIMEN SIGNATURES APPEAR OPPOSITE THEIR NAMES:

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<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
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<tr>
<td>Chief Executive Officer</td>
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<td>Chief Financial Officer</td>
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<td>President</td>
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<td>Vice-President</td>
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<td>Vice-President</td>
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<td>Secretary</td>
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<td>Assistant-Secretary</td>
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<td>Treasurer</td>
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<td>Assistant-Treasurer</td>
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<tr>
<td>Executive Director</td>
<td>Larry R. Thomas</td>
<td>Larry R. Thomas</td>
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<tr>
<td>Assistant Exec Director</td>
<td>T. Michael Jessee</td>
<td>T. Michael Jessee</td>
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<tr>
<td>Director of Finance</td>
<td>Jeffrey L. Williams</td>
<td>Jeffrey L. Williams</td>
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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation, this 2 day of August, 2006.

Mark Namatevs                      Secretary

Federal Taxpayer Employee Identification Number
38-2052446

CORPORATE SEAL
CERTIFICATION – SUBSTITUTE FORM W-8. Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). CERTIFICATION INSTRUCTIONS. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

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<tr>
<th>Signature 1 ** of U.S. Person</th>
<th>Date: 06/01/06</th>
<th>PRINT NAME</th>
<th>Larry R. Thomas</th>
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<tr>
<td>X Larry R. Thomas</td>
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<td>MMN</td>
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<td>BIRTHDATE</td>
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<td>DRV/LIC. #</td>
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<th>PRINT NAME</th>
<th>T. Michael Jesse</th>
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<th>Jeffrey L. Williams</th>
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By signing above the signer(s) agree(s) that this account shall be subject to the terms below.

SIGNERS: PLEASE USE BLACK PEN ONLY

GENERAL AGREEMENT:
The account owner(s) each agree to the rules and regulations of LaSalle Bank Midwest N.A., as amended from time to time, applicable to deposit accounts including LaSalle Bank’s account agreement, disclosure statement, funds availability policy, and fee schedules which you received at the time the account was opened. The Bank has the right to charge this account for any liabilities owed by any one or more of the account owners to the Bank and to obtain credit information from a credit reporting agency.

Check Appropriate Box:
- [ ] Individual
- [X] Joint Tenancy
- [ ] Totten Trust
- [ ] Tenants In Common
- [ ] Corporation
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Organization
- [ ] LLC
- [ ] Other Public Entity
- [X] Exempt from Back-up Withholding

Signer Instructions:

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<th>Birthdate</th>
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LaSalle Bank Midwest N.A. • Form No: 280-21466E SEP 05
YCUA RESOLUTION No. 06-4 ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEMS (NIMS) AND DIRECTING KEY PERSONNEL TO COMPLETE ONLINE HOMELAND SECURITY TRAINING

Minutes of a regular meeting of the Board of Commissioners of the Ypsilanti Community Utilities Authority held on the 22nd day of August, 2006, at 4:00 p.m., Eastern Daylight Time.

PRESENT: Commissioners Edward B. Koryzno, Jr., Mark Namatevs, and J. Ray Scott

ABSENT: Commissioners Larry J. Doe and Philip W. Wagner

The following preamble and resolution were offered by Member Namatevs and supported by Member Scott:

WHEREAS, Homeland Security Presidential Directive no. 5 directed to the United States Department of Homeland Security to develop a standardized approach to disaster management; and

WHEREAS, the Department of Homeland Security developed the National Incident Management System or “NIMS” to unify Federal, state, and local lines of government, and establish standardized incident management procedures that all responders will use to coordinate response to significant emergencies; and

WHEREAS, the National Incident Management System will promote the use of standardized procedures, provide for a common focus, and place full emphasis on overall incident management when a homeland security incident occurs, whether caused by terrorism or a natural disaster; and

WHEREAS, overall national preparedness and response readiness will be enhanced by the National Incident Management System since all of the nation’s emergency teams and authorities will begin to use a common language and set of procedures; and

WHEREAS, although local adoption of NIMS is optional, the federal government will require any jurisdiction that wishes to receive future federal grant funds, equipment, training, or grant-funded
services to adopt the NIMS by resolution and provide basic NIMS training, available online, for key personnel by October 1, 2006; and

WHEREAS, NIMS includes the nationally accepted Incident Command System (“ICS”) which will not change existing local emergency response protocols; and

WHEREAS, the Washtenaw County Director of Emergency Management and Homeland Security supports local NIMS adoption, and the Washtenaw County Board of Commissioners has adopted NIMS by resolution; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE AUTHORITY that Ypsilanti Community Utilities Authority hereby adopts the National Incident Management System as its overarching disaster response system.

AYES: Commissioners  
Edward B. Koryzno, Jr., Mark Namatevs, and J. Ray Scott

NAYS: Commissioners  
None.

RESOLUTION DECLARED ADOPTED.

MARK NAMATEVS, Secretary/Treasurer
I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the Ypsilanti Community Utilities Authority, County of Washtenaw, State of Michigan, at a regular meeting held on the 22nd day of August 2006 and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

MARK NAMATEVS, Secretary/Treasurer