

February 10, 2010

TO: Board of Trustee's

FM: William McFarlane, Supervisor

RE: Unfinished Business Great Dane Rescue

I spoke with the founder Sandra Suarez who lives on Gotfredson Road regarding the request for Superior Township to pass a resolution to allow the Millionaire's Party in Shelby Township. She did not understand why Superior Township participation was needed.

While the reason seems reasonable to raise funds for I do not believe it would be appropriate for Superior Township to pass a resolution to authorize the gambling in another Township. Therefore, I would recommend a denial for the requested resolution.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
January 19, 2010  
PROPOSED MINUTES  
PAGE 81**

**B. GREAT DANE RESCUE, INC. CHARITABLE GAMING LICENSE**

Jeanette Coval provided a letter to the Board requesting Superior Township adopt a resolution recognizing the Great Dane Rescue, Inc., as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses. Ms. Coval explained that the resolution is required by the State of Michigan for the organization to hold a millionaire's party. Funds raised at the party will be used to provide medical care and food for Great Danes the organization places in foster homes. Supervisor McFarlane indicated that the millionaire party was going to be held in Shelby Township. He did not feel there was enough information provided for the Board to make an informed decision. He recommended that the Board postpone action on the item until the next meeting when the organization could provide more information.

It was moved by McKinney, seconded by Lewis, to postpone action on the request until the next Board meeting.

The motion carried by a unanimous voice vote.

**C. RESOLUTION TO AMEND FEES PERTAINING TO THE SUPERIOR CHARTER TOWNSHIP ZONING ORDINANCE**

At the December 21, 2010 Board meeting, the Township accountant and planning administrator made a presentation recommending the Township revise the manner in which administrative fees are assessed for planning review and engineering inspections. The Board concurred with their recommendation and approved the changes. The new system will involve a sliding scale to charge based upon the amount of the invoice. In order to implement the changes a resolution to amend the fees is required along with the publishing and posting of the resolution.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A Resolution to Amend Fees Pertaining to the  
Superior Charter Township Zoning Ordinance  
January 19, 2010**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the

# GREAT DANE RESCUE, INC.

P.O. BOX 5543

PLYMOUTH, MI 48170

Phone: (734) 454-3683

[www.greatdanerescueinc.com](http://www.greatdanerescueinc.com)



January 15, 2010

Mr. David Phillips  
Superior Charter Township  
3040 North Prospect  
Ypsilanti, MI 48198

Dear Mr. Phillips:

Great Dane Rescue Inc. is planning on holding a Millionaire's Party (a/k/a Charity Poker) at Benny's Charity Poker Room located in Shelby Township, Michigan. The event is scheduled to be held on March 25 through March 28, 2010.

For this event, the games that will be played are Texas Hold 'Em, Black Jack, Craps, and Roulette.

A key requirement enabling Great Dane rescue Inc. to hold this event is an approved Millionaire Party License from the State of Michigan. In applying for a Millionaire Party License, Great Dane Rescue Inc. must provide the State of Michigan a copy of the rescue's bylaws, Articles of Incorporation, the letter regarding our non-profit status, revenue and expense statements for the past 12 months, and a copy of the resolution passed by the local body of government (Superior Township) stating that Great Dane Rescue Inc. is recognized as a non-profit organization.

Great Dane Rescue Inc. is requesting that the city council for Superior Township pass a Resolution granting acknowledgement that we are a non-profit organization.

These poker events are a great source of revenue for the charity/non-profit groups who hold them. The funds earned from our millionaire's party will go directly to the medical care and food for the Great Danes coming into our foster care network prior to being re-homed.

Mr. David Phillips  
January 15, 2010  
Page 2 of 2

Since our inception in 1993, Great Dane Rescue Inc. has placed over 1,000 dogs into new families, provided medical care, housing, and food for each dog. Some of these dogs coming into our rescue's care are in dire need of medical attention requiring anything from heartworm treatment to amputation of broken limbs.

We greatly appreciate Superior Township considering Great Dane Rescue Inc.'s request to be recognized as a non-profit organization. Although our mailing address is in Plymouth, Michigan, our non-profit status letter states Superior Township, where our founder Sandra Suarez resides, is the rescue's origin.

Please feel free to contact me with any further questions at (586)917-4108 (cell) or (248)879-2296 (home).

Most sincerely,

Jeanette Coval  
Fund Raising/Events - Michigan  
Great Dane Rescue, Inc.



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
BUREAU OF STATE LOTTERY  
LANSING



M. SCOTT BOWEN  
COMMISSIONER

**LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS**

**Please allow at least 8 weeks for the qualification process.**

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, millionaire party, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

OR

copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
  - A. If exempt under 501(c)3, to another 501(c)3 organization.
  - B. If not exempt under 501(c)3, to the local government.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

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Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."

BSL-CG-1453(2/09)

Stacy Williams  
586-709-6268

All Lottery profits support K-12 public education in Michigan.

101 E. HILLSDALE • P.O. BOX 30023 • LANSING, MICHIGAN 48909  
www.michigan.gov/cg • (517) 335-5780



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES  
(Required by MCL 432.103(K)(II))

At a REGULAR meeting of the SUPERIOR TOWNSHIP BOARD OF TRUSTEES  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by SUPERVISOR WM. MCFARLANE on JANUARY 19, 2010  
DATE

at 7:30 a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from GREAT DANE RESCUE, INC. of SUPERIOR TOWNSHIP  
NAME OF ORGANIZATION CITY

county of WASHTENAW, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for APPROVAL  
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and  
adopted by the SUPERIOR TOWNSHIP TRUSTEES at a REGULAR  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on JANUARY 19, 2010  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

David M. Phillips, Clerk  
PRINTED NAME AND TITLE

3040 N. Prospect, Ypsilanti, MI 48198  
ADDRESS

COMPLETION Required  
PENALTY: Possible denial of application  
BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 09 2000

GREAT DANE RESCUE INC  
4125 GOTTFREDSON  
PLYMOUTH, MI 48170

Employer Identification Number:  
38-3265880  
DLN:  
17053071743040  
Contact Person:  
KAREN CHAO ID# 31003  
Contact Telephone Number:  
(977) 829-5500  
Our Letter Dated:  
May 1996  
Addendum Applies:  
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

# Bromley Park Community Association

Superior Township, MI 48198

RECEIVED

1-21-10 @

January 20, 2010

Mr. William McFarlane  
Superior Township Supervisor  
Superior Township  
3040 North Prospect  
Superior Township, MI 48198

Re: Annual Utility Maintenance Fee – Sanitary Sewer System

When the Bromley Park Community was approved by the Township, an Annual Utility Maintenance Fee was agreed between the Developer and the Township in connection with the maintenance of the Bicycle Path/Utility Access Road located on Township property south of the Condominium Development.

The Community Association is currently two years in arrears on the obligation of paying this Annual Utility Maintenance Fee. The Community Association financial condition is directly impacted by the lack of completion of the Condominium portion of the project. It seems unlikely that any more Condominium units will be built in the foreseeable future. Requirements in the Declaration of Covenants, Conditions, and Restrictions on the procedures and limits still prevents increases and restrict the Association's ability to generate enough funds to handle the financial obligations facing the Association.

We therefore request abatement of the annual fees owed for 2010.

Your kind consideration of this request will be most appreciated.

Very truly yours,

BROMLEY PARK COMMUNITY ASSOCIATION



Paul Blasch, Treasurer  
10149 E Avondale Circle  
Superior Township, MI 48198  
Phone 734-481-0395

# Bromley Park Community Association

Superior Township, MI 48198

Rec 10  
1-21-10

**RECEIVED**

1-21-10 @

1-21-10 PJB

~~December 23, 2009~~

Mr. William McFarlane  
Superior Township Supervisor  
Superior Township  
3040 North Prospect  
Superior Township, MI 48198

Re: Annual Utility Maintenance Fee – Sanitary Sewer System

When the Bromley Park Community was approved by the Township, an Annual Utility Maintenance Fee was agreed between the Developer and the Township in connection with the maintenance of the Bicycle Path/Utility Access Road located on Township property south of the Condominium Development.

The Community Association is currently two years in arrears on the obligation of paying this Annual Utility Maintenance Fee. The Community Association financial condition is directly impacted by the lack of completion of the Condominium portion of the project. It seems unlikely that any more Condominium units will be built in the foreseeable future. Requirements in the Declaration of Covenants, Conditions, and Restrictions on the procedures and limits on increases restrict the Association's ability to generate enough funds to handle the financial obligations facing the Association.

We therefore request abatement of the annual fees owed for 2008 & 2009.

Your kind consideration of this request will be most appreciated.

Very truly yours,

BROMLEY PARK COMMUNITY ASSOCIATION



Paul Blasch, Treasurer  
10149 E Avondale Circle  
Superior Township, MI 48198  
Phone 734-481-0395

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
OCTOBER 19, 2009  
ADOPTED MINUTES  
PAGE 5**

**C. MR. GEBSKI LETTER CONCERNING TARGET PRACTICING WITH  
FIREARMS IN THE TOWNSHIP**

Mr. Gebski's letter indicated that he was concerning about stray bullets from people target practicing in the Township. He requested that the ordinance be changed so that target practice is only allowed at shooting ranges which are specifically designed for this use. There was discussion about restricting target practice and hunting in the Township. It was suggested that the Township should attempt to educate the public about laws relating to hunting and the discharge of firearms. It was suggested that enforcement of current laws may help to reduce the problem of unsafe and reckless use of firearms.

It was moved by McKinney, seconded by Caviston, to receive Mr. Gebski's letter.

**D. DON PENNINGTON, GROWTH MANAGEMENT PLAN REVISION  
UPDATE**

Township Planning Consultants, Don Pennington and Rodney Nanney, provided a memo which outlined the time frame for completing the revision and adoption of the revised Growth Management Plan/Master Plan. It is expected that the Planning Commission will complete its review of the document by the end of the year, after which the plan will be distributed to neighboring communities for the 63 day review period. The Planning Commission will conduct a Public Hearing in March 2010 and the Board will receive the document for review and adoption in April 2010. There was a short discussion about the changes in the draft document which include new language about the areas of special study, language which strengthens the prohibition for extending community supplied water and sewer outside of the existing urban services district and language to place more emphasis on the concept that agriculture is a viable use within certain areas of the Township.

**9. UNFINISHED BUSINESS**

**A. LETTER, JOHN ETTER, RE: BROMLEY PARK UTILITY MAINTENANCE  
AGREEMENT**

John Etter, Township Attorney, addressed the reduction or elimination of the Annual Utility/Access Maintenance Fee for the Bromley Park Development. He suggested that rather than amend the Development Agreement to eliminate the fee, the Board consider the procedure to annually notify the Association of the amount of the fee. And, in any year the Board decides it is appropriate to do so, include in the notice a letter indicating the Board would entertain a request to waive the assessment, collection and payment of the fee for that year only. This waiver would not affect the Township's ability to assess the fee in future years.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
OCTOBER 19, 2009  
ADOPTED MINUTES  
PAGE 6**

It was moved by McKinney, seconded by Lewis, to adopt the procedure as outlined in Attorney Etter's letter.

The motion carried by a voice vote.

10. **NEW BUSINESS**

A. **HYUNDAI IFT REVOCATION**

It was moved by McKinney and seconded by Lewis that the Superior Township Board adopt the following resolution:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
October 19, 2009**

**RESOLUTION TO REVOKE INDUSTRIAL FACILITIES EXEMPTION  
CERTIFICATE NO. 2003-301 FOR HYUNDAI AMERICA TECHNICAL CENTER  
INC  
6800 GEDDES, SUPERIOR TWP., WASHTENAW COUNTY MICHIGAN**

WHEREAS, the Township of Superior on August 19, 2003 approved Industrial Facilities Exemption Certificate now identified as IFT No. 2003-301 for \$38,270,059 for real property and \$17,828,393 for personal property for 15 years, expiring December 30, 2017, and authorizing the Superior Township Clerk to sign the Township Industrial Facilities Exemption Certificate IFT Agreement as required under P.A. 198 of 1974 as amended, and

WHEREAS, HYUNDAI AMERICAN TECHNICAL CENTER INC. on May 8, 2006 was granted a new Industrial Exemption Certificate which increased the market value of the exemption to \$100,000,000 for real property and \$64,750,000 for personal property on IFT No. 2006-071 beginning December 31, 2006 and ending December 30, 2021, and

WHEREAS, the Assessor on October 15, 2009, reviewed this matter and recommends to the Board to revoke the Industrial Facilities Exemption Certificate No. 2003-301 for Hyundai American Technical Center Inc., now therefore;

BE IT RESOLVED, that the Board for the Township of Superior revokes Industrial Facilities Exemption Certificate No. 2003-301 for Hyundai American Technical Center Inc., and



575 E. Clark Road  
Ypsilanti, MI 48198

# Statement

Date

2/2/10

Bill To

Bromley Park Community Association  
c/o Mr. Paul Blasch  
10149 E. Avondale Circle  
Ypsilanti, MI 48198

Amount Due	Amount Enc.
<b>\$9,228.64</b>	

Date	Description	Amount	Balance
01/02/08	INV #010208-1. Due 03/01/08. Orig. Amount \$2,801.92. Annual Utility Access Maintenance Fee --- Util. Acc. Maint., 1 @ \$2,726.66 = 2,726.66 --- Util. Acc. Maint., 2,726.66 @ \$0.0276 = 75.26	2,801.92	2,801.92
03/11/08	INV #031108-3. Due 03/11/08. Orig. Amount \$280.19. 10% Penalty --- Fin Chg \$280.19	280.19	3,082.11
01/05/09	INV #010509-1. Due 01/29/09. Orig. Amount \$2,926.92. Annual Utility Access Fee --- Util. Acc. Maint., 1 @ \$2,801.92 = 2,801.92 --- Util. Acc. Maint., 125 @ \$1 = 125.00	2,926.92	6,009.03
01/29/09	INV #012909-1. Due 01/29/09. Orig. Amount \$292.69. 10% Penalty --- Fin Chg \$292.69	292.69	6,301.72
01/06/10	INV #010610-1. Due 03/01/10. Orig. Amount \$2,926.92. Annual Util. Access. Maint. Fee --- Util. Acc. Maint., 1 @ \$2,926.92 = 2,926.92 --- Util. Acc. Maint. \$0.00	2,926.92	9,228.64

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
2,926.92	0.00	0.00	0.00	6,301.72	<b>\$9,228.64</b>

Phone #  
734-480-5500

E-mail  
klockie@superior-twp.org

Web Site  
www.superior-twp.org



**UTILITY DEPARTMENT**

**Memorandum**

To: Superior Township Board of Trustees  
From: Rick Church  
Date: February 16, 2010  
Re: Township Telephone Proposal

The Utility Department requests Board authorization for Supervisor McFarlane to sign the attached Service Orders (seven) submitted by telephone service provider Cavalier. A contract with Cavalier to provide phone service for Superior Township Hall, Fire Station 1, Fire Station 2, Utility Administration Building, Utility Maintenance Facility and the Water Booster Station at 810 Clark Road at a monthly cost of \$658.00 + all applicable taxes and fees will be entered into for a period of three years, with a renegotiation clause for fee review, by the Township, after 18 months.

The Utility Accountant, Mr. Lockie, and I worked closely with Comcast, Parhelion and Cavalier to obtain pricing and plan options to meet the needs of the Township. This plan will substantially lower our current monthly phone costs of \$1,131.00.

/attachments

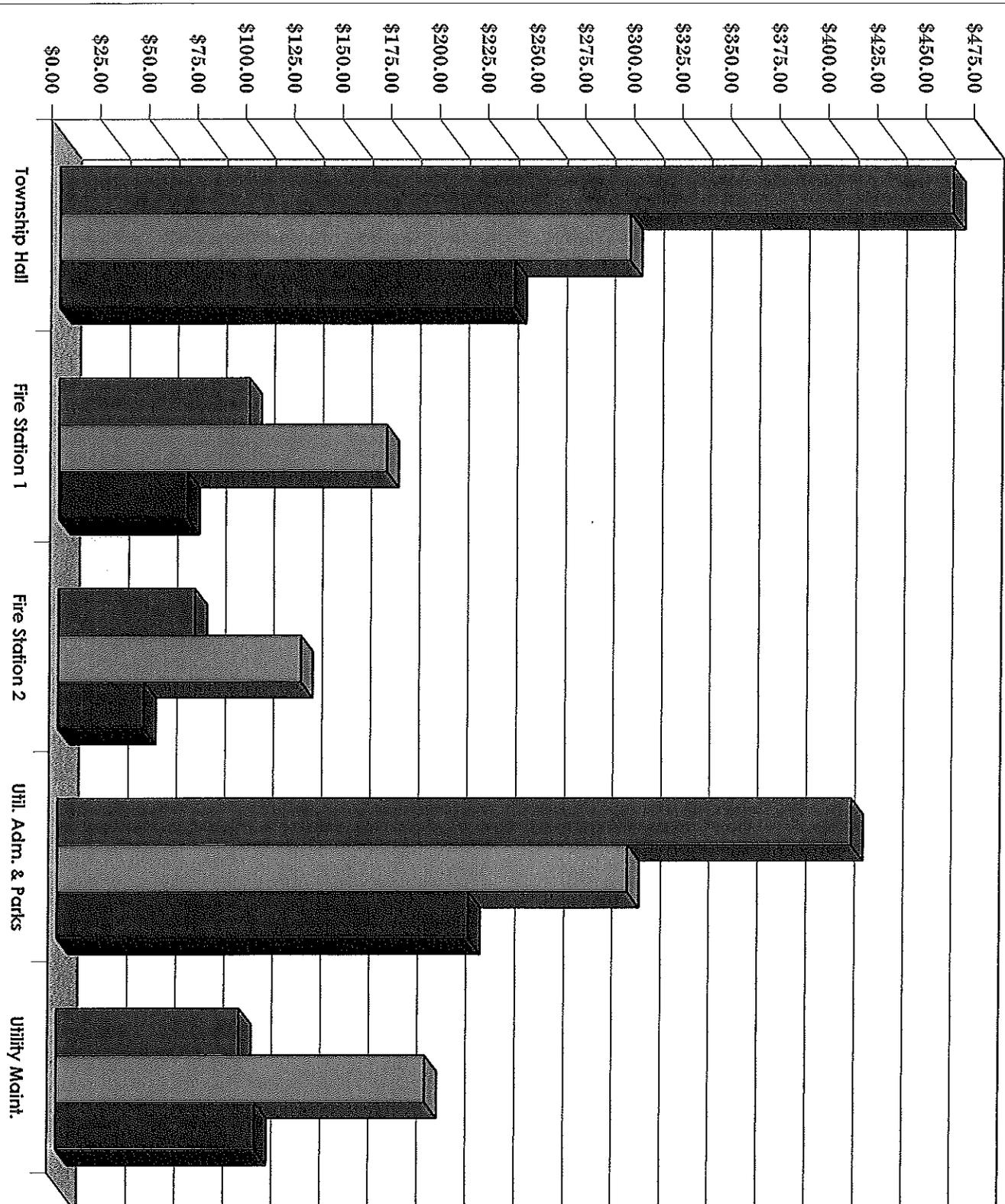


SUPERIOR TOWNSHIP TELEPHONE PROPOSAL - FEBRUARY 9, 2010

C U R R E N T				C O M C A S T			C A V A L L I E R			
LOCATION	# of LINES	CARRIER	Per Line	MONTHLY FEE	# of LINES	Per Line	MONTHLY FEE	# of LINES	Per Line	MONTHLY FEE
Township Hall	10	Cavalier	\$29.45	\$460.00	8	\$36.71	\$293.65	10	9@\$22/1@\$36	\$234.00
Fire Station 1	3	Cavalier	\$30.65	\$98.00	3	\$56.30	\$168.90	3	\$22	\$66.00
Fire Station 2	2	Cavalier	\$29.45	\$70.00	2	\$62.48	\$124.95	2	\$22	\$44.00
<b>TOTAL</b>				\$628.00			\$587.50			\$344.00

Utility Admin.	9	Cavalier	\$36.00	\$409.00	10	\$29.37	\$293.65	7	6@\$22/1@\$36	\$168.00
	2	AT&T	\$27.00							
Utility Maint.	4	Cavalier	\$23.50	\$94.00	3	\$63.28	\$189.85	4	3@\$22/1@\$36	\$102.00
Parks Dept.								2	\$22	\$44.00
<b>TOTAL</b>				\$503.00			\$483.50			\$314.00

<b>TOTAL TWP.</b>				<b>\$1,131.00</b>			<b>\$1,071.00</b>			<b>\$658.00</b>
				+ Taxes & Fees			+ Taxes & Fees			+ Taxes & Fees



■ CURRENT  
 ■ COMCAST  
 ■ CAVALIER

# Service Order



BILLING INFORMATION				INSTALLATION INFORMATION			
Customer Name Superior Township Town Hall				Customer Name Superior Township Town Hall			
Address 3040 North Prospect Road				Address 3040 North Prospect Road			
City, State, Zip Superior Twp MI 48198				City, State, Zip Superior Twp MI 48198			
Contact Number (734) 821-1062				Contact Number (734) 821-1062			
Contact Name				Contact Name			
Sales Person/ID # Cygnus Systems 104005				Expected Installation Interval: 15-30 days			
Account Type: <input type="radio"/> Standalone <input checked="" type="radio"/> Parent <input type="radio"/> Child				Term: 3 years			
If Child: <input type="checkbox"/> Bill Child <input checked="" type="checkbox"/> Bill Parent, List Account Number Below: 2145412				Select Service Order Type <input type="checkbox"/> New Service <input checked="" type="checkbox"/> Existing Service <input type="checkbox"/> Renew Service			

INTEGRATED/VOICE			Quantity	Rate	MRC	NRC
<b>Integrated Product</b>						
Data Speed:	Data Portion if Applicable	Data Portion if Applicable				
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable				
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate				
Long Distance:	Choose LD plan	Choose Rate after included minutes				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes				
<b>Integrated Product</b>						
Data Speed:	Data Portion if Applicable	Data Portion if Applicable				
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable				
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate				
Long Distance:	Choose LD plan	Choose Rate after included minutes				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes	9	\$ 22.00	\$ 198.00	\$ -
<b>Business Talk Advantage</b>						
Local Calling:	Flat/Unlimited	Unlimited local calling				
Long Distance:	250 Minutes Per Line	\$0.029 after included minutes (3-yr)				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes	1	\$ 36.00	\$ 36.00	
<b>Business Talk Complete</b>						
Local Calling:	Flat/Unlimited	Unlimited local calling				
Long Distance:	Unlimited	Unlimited				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes				
<b>ID Trunks</b>						
<b>ID Number Block</b>						
<b>Toll Free Numbers</b>						
Long Distance Call Pack	Choose Service					
Toll Free Call Pack	Choose Service					
Local Call	Choose Service					
Conference Calling	Choose Service					
<b>Other</b>						
<b>INTERNET/DATA/SECURITY</b>						
Internet Product	Choose Speed/Plan					
Internet Product	Choose Speed/Plan					
Internet or Security Product	Choose Speed/Plan					
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan					
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan					
<b>Other</b>						
<b>REGULATORY</b>						
Standard User Common Line Charge (EUCL)						
Standard User Access Charge						
State Recovery Fee			1	\$ 4.95		\$ -
Federal Recovery Charge						
			<b>TOTAL SERVICES *</b>		\$ 234.00	

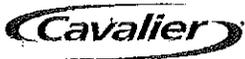
\*The amount shown does not include additional Federal, State and Local Taxes

**SPECIAL CONDITIONS**

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By my signature below, I certify and agree that (a) I am authorized to sign this Service Order; (b) I have read and accept the terms of the Master Services Agreement (MSA) posted at [www.cavtel.com/terms/CommercialMSAv5.0](http://www.cavtel.com/terms/CommercialMSAv5.0) and acknowledge it is incorporated by reference; (c) this Service Order and the MSA is the entire agreement between the parties and supersedes all prior or oral agreements; (d) the pricing above may not include some taxes and fees; and (e) if this Service Order is cancelled prior to installation or before the end of the term, additional charges and fees will be assessed as provided for in the MSA.

Customer Signature: \_\_\_\_\_ Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_



# Service Order

BILLING INFORMATION				INSTALLATION INFORMATION			
Customer Name	Superior Township Town Hall			Customer Name	Superior Township Fire 1		
Address	3040 North Prospect Road			Address	7999 Ford Road		
City, State, Zip	Superior Twp	MI	48198	City, State, Zip	Superior Twp	MI	48198
Contact Number	(734) 821-1062			Contact Number	(734) 483-1228		
Contact Name				Contact Name			
Sales Person/ID #	Cygnus Systems	104005		Expected Installation interval:	15-30 days		
Account Type:	<input type="radio"/> Standalone	<input type="radio"/> Parent	<input checked="" type="radio"/> Child	Term:	3 years		
If Child:	<input type="checkbox"/> Bill Child	<input checked="" type="checkbox"/> Bill Parent, List Account Number Below:		Select Service Order Type			
		2145441		<input type="checkbox"/> New Service	<input checked="" type="checkbox"/> Existing Service	<input type="checkbox"/> Renew Service	
				Quantity	Rate	MRC	NRC
<b>INTEGRATED/VOICE</b>							
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Advantage</b>							
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Per Minute	\$0.029 per minute (3-yr)					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Voice Product</b>							
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>DID Trunks</b>							
<b>DID Number Block</b>							
<b>Toll Free Numbers</b>							
Long Distance Call Pack	Choose Service						
Toll Free Call Pack	Choose Service						
VoiceMail	Choose Service						
Conference Calling	Choose Service						
<b>Other</b>							
<b>INTERNET/DATA/SECURITY</b>							
Internet Product	Choose Speed/Plan						
Internet Product	Choose Speed/Plan						
Internet or Security Product	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
<b>Other</b>							
<b>REGULATORY</b>							
<b>End User Common Line Charge (EUCL)</b>							
<b>End User Access Charge</b>							
<b>Data Recovery Fee</b>							
<b>Energy Recovery Charge</b>							
						<b>TOTAL SERVICES *</b>	\$ 66.00

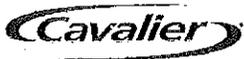
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Customer Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



Service Order

BILLING INFORMATION				INSTALLATION INFORMATION			
Customer Name	Superior Township Town Hall			Customer Name	Superior Township Fire II		
Address	3040 North Prospect Road			Address	8974 Macarthur Blvd,		
City, State, Zip	Superior Twp	MI	48198	City, State, Zip	Superior Twp	MI	48198
Contact Number	(734) 821-1062			Contact Number	(734) 483-1228		
Contact Name				Contact Name			
Sales Person/ID #	Cygnus Systems	104005		Expected installation interval:	15-30 days		
Account Type:	<input type="radio"/> Standalone	<input type="radio"/> Parent	<input checked="" type="radio"/> Child	Term:	3 years		
If Child:	<input type="checkbox"/> Bill Child	<input checked="" type="checkbox"/> Bill Parent, List Account Number Below:	2145441	Select Service Order Type			
				<input type="checkbox"/> New Service	<input checked="" type="checkbox"/> Existing Service	<input type="checkbox"/> Renew Service	
				Quantity	Rate	MRC	NRC
<b>INTEGRATED/VOICE</b>							
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Advantage</b>				2	\$ 22.00	\$ 44.00	\$ -
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Per Minute	\$0.029 per minute (3-yr)					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Voice Product</b>							
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
DID Trunks							
DID Number Block							
Toll Free Numbers							
Long Distance Call Pack	Choose Service						
Toll Free Call Pack	Choose Service						
Voicemail	Choose Service						
Conference Calling	Choose Service						
Other							
<b>INTERNET/DATA/SECURITY</b>							
Internet Product	Choose Speed/Plan						
Internet Product	Choose Speed/Plan						
Internet or Security Product	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Other							
<b>REGULATORY</b>							
End User Common Line Charge (EUCL)							
End User Access Charge							
Data Recovery Fee							
Energy Recovery Charge							
						TOTAL SERVICES *	\$ 44.00

\*The amount shown does not include additional Federal, State and Local Taxes

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Customer Signature: \_\_\_\_\_ Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# Service Order

BILLING INFORMATION				INSTALLATION INFORMATION			
Customer Name	Superior Township Utilities			Customer Name	Superior Township Utilities		
Address	575 East Clark Road			Address	575 East Clark Road		
City, State, Zip	Superior Twp	MI	48198	City, State, Zip	Superior Twp	MI	48198
Contact Number	(734) 390-2560			Contact Number	(734) 390-2560		
Contact Name				Contact Name			
Sales Person/ID #	Cygnus Systems	104005		Expected installation interval:	15-30 days		
Account Type:	<input type="radio"/> Standalone	<input checked="" type="radio"/> Parent	<input type="radio"/> Child	Term:	3 years		
IF Child:	<input type="checkbox"/> Bill Child	<input type="checkbox"/> Bill Parent, List Account Number Below:		Select Service Order Type			
		2145441		<input type="checkbox"/> New Service	<input checked="" type="checkbox"/> Existing Service	<input type="checkbox"/> Renew Service	
INTEGRATED/VOICE				Quantity	Rate	MRC	NRC
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Advantage</b>				5	\$ 22.00	\$ 110.00	\$ -
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Per Minute	\$0.029 per minute (3-yr)					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Complete</b>				1	\$ 36.00	\$ 36.00	
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Unlimited	Unlimited					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
DID Trunks							
DID Number Block							
Toll Free Numbers							
Long Distance Call Pack	Choose Service						
Toll Free Call Pack	Choose Service						
VoiceMail	Choose Service						
Conference Calling	Choose Service						
Other							
INTERNET/DATA/SECURITY							
Internet Product	Choose Speed/Plan						
Internet Product	Choose Speed/Plan						
Internet or Security Product	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Other							
REGULATORY							
End User Common Line Charge (EUCL)							
End User Access Charge							
Data Recovery Fee							
Energy Recovery Charge							
						<b>TOTAL SERVICES *</b>	\$ 146.00

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Customer Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



BILLING INFORMATION				INSTALLATION INFORMATION			
Customer Name	Superior Township Utility			Customer Name	Superior Township Booster Station		
Address	575 East Clark Road			Address	810 West Clark Road		
City, State, Zip	Superior Twp	MI	48198	City, State, Zip	Superior Twp	MI	48198
Contact Number	(734) 390-2560			Contact Number	(734) 390-2560		
Contact Name				Contact Name			
Sales Person/ID #	Cygnus Systems	104005		Expected installation interval:	15-30 days		
Account Type:	<input type="radio"/> Standalone	<input type="radio"/> Parent	<input checked="" type="radio"/> Child	Term:	3 years		
If Child:	<input type="checkbox"/> Bill Child	<input type="checkbox"/> Bill Parent, List Account Number Below:		Select Service Order Type <input checked="" type="checkbox"/> New Service <input type="checkbox"/> Existing Service <input type="checkbox"/> Renew Service			
			2145441	Quantity	Rate	MRC	NRC
<b>INTEGRATED/VOICE</b>							
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Advantage</b>							
Local Calling:	Flat/Unlimited	Unlimited local calling		1	\$ 22.00	\$ 22.00	\$ -
Long Distance:	Per Minute	\$0.029 per minute (3-yr)					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Complete</b>							
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Unlimited	Unlimited					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
DID Trunks							
DID Number Block							
Toll Free Numbers							
Long Distance Call Pack				Choose Service			
Toll Free Call Pack				Choose Service			
Vocemall				Choose Service			
Conference Calling				Choose Service			
Other							
<b>INTERNET/DATA/SECURITY</b>							
Internet Product				Choose Speed/Plan			
Internet Product				Choose Speed/Plan			
Internet or Security Product				Choose Speed/Plan			
Internet, Secure IP, or Secure IP Addons				Choose Speed/Plan			
Internet, Secure IP, or Secure IP Addons				Choose Speed/Plan			
Other							
<b>REGULATORY</b>							
End User Common Line Charge (EUCL)							
End User Access Charge							
Data Recovery Fee							
Energy Recovery Charge							
						TOTAL SERVICES *	\$ 22.00

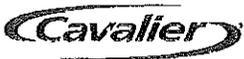
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Customer Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



Service Order

BILLING INFORMATION				INSTALLATION INFORMATION			
Customer Name	Superior Township Utility			Customer Name	Superior Township Utilities Maintenance		
Address	575 East Clark Road			Address	9699 MacArthur		
City, State, Zip	Superior Twp	MI	48198	City, State, Zip	Superior Twp	MI	48198
Contact Number	(734) 821-1062			Contact Number	(734) 390-2560		
Contact Name				Contact Name			
Sales Person/ID #	Cygnus Systems	104005		Expected Installation Interval:	15-30 days		
Account Type:	<input type="radio"/> Standalone	<input type="radio"/> Parent	<input checked="" type="radio"/> Child	Term:	3 years		
If Child:	<input type="checkbox"/> Bill Child	<input checked="" type="checkbox"/> Bill Parent, List Account Number Below:		Select Service Order Type			
		2145441		<input type="checkbox"/> New Service	<input checked="" type="checkbox"/> Existing Service	<input type="checkbox"/> Renew Service	
				Quantity	Rate	MRC	NRC
<b>INTEGRATED/VOICE</b>							
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Integrated Product</b>							
Data Speed:	Data Portion if Applicable	Data Portion if Applicable					
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable					
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate					
Long Distance:	Choose LD plan	Choose Rate after included minutes					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Advantage</b>				3	\$ 22.00	\$ 66.00	\$ -
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Per Minute	\$0.029 per minute (3-yr)					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
<b>Business Talk Complete</b>				1	\$ 36.00	\$ 36.00	
Local Calling:	Flat/Unlimited	Unlimited local calling					
Long Distance:	Unlimited	Unlimited					
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes					
DID Trunks							
DID Number Block							
Toll Free Numbers							
Long Distance Call Pack	Choose Service						
Toll Free Call Pack	Choose Service						
Voice Mail	Choose Service						
Conference Calling	Choose Service						
Other							
<b>INTERNET/DATA/SECURITY</b>							
Internet Product	Choose Speed/Plan						
Internet Product	Choose Speed/Plan						
Internet or Security Product	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan						
Other							
<b>REGULATORY</b>							
End User Common Line Charge (EUCL)							
End User Access Charge							
Meta Recovery Fee							
Energy Recovery Charge							
<b>TOTAL SERVICES *</b>						\$	102.00

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Customer Signature: \_\_\_\_\_ Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# Service Order

BILLING INFORMATION			INSTALLATION INFORMATION			
Customer Name	Superior Township Utility		Customer Name	Superior Township Parks		
Address	575 East Clark Road		Address	575 East Clark Road		
City, State, Zip	Superior Twp	MI 48198	City, State, Zip	Superior Twp	MI	48198
Contact Number	(734) 821-1062		Contact Number	(734) 390-2560		
Contact Name			Contact Name			
Sales Person/ID #	Cygnus Systems	104005	Expected Installation Interval:	15-30 days		
Account Type:	<input type="radio"/> Standalone <input type="radio"/> Parent <input checked="" type="radio"/> Child		Term:	3 years		
If Child:	<input type="checkbox"/> Bill Child <input type="checkbox"/> Bill Parent, List Account Number Below:		Select Service Order Type <input type="checkbox"/> New Service <input checked="" type="checkbox"/> Existing Service <input type="checkbox"/> Renew Service			
		2145441	Quantity	Rate	MRC	NRC
INTEGRATED/VOICE						
<b>Integrated Product</b>						
Data Speed:	Data Portion if Applicable	Data Portion if Applicable				
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable				
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate				
Long Distance:	Choose LD plan	Choose Rate after included minutes				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes				
<b>Integrated Product</b>						
Data Speed:	Data Portion if Applicable	Data Portion if Applicable				
Voice Lines:	Voice Lines if Applicable	Voice Lines if Applicable				
Local Calling:	Choose Local Calling Plan	Choose Local Calling Rate				
Long Distance:	Choose LD plan	Choose Rate after included minutes				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes				
<b>Business Talk Advantage</b>			2	\$ 22.00	\$ 44.00	\$ -
Local Calling:	Flat/Unlimited	Unlimited local calling				
Long Distance:	Per Minute	\$0.029 per minute (3-yr)				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes				
<b>Business Talk Complete</b>						
Local Calling:	Flat/Unlimited	Unlimited local calling				
Long Distance:	Unlimited	Unlimited				
Toll Free:	Choose Toll Free Plan	Choose Rate after included minutes				
DID Trunks						
DID Number Block						
Toll Free Numbers						
Long Distance Call Pack		Choose Service				
Toll Free Call Pack		Choose Service				
VoiceMail		Choose Service				
Conference Calling		Choose Service				
Other						
INTERNET/DATA/SECURITY						
Internet Product	Choose Speed/Plan					
Internet Product	Choose Speed/Plan					
Internet or Security Product	Choose Speed/Plan					
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan					
Internet, Secure IP, or Secure IP Addons	Choose Speed/Plan					
Other						
REGULATORY						
End User Common Line Charge (EUCL)						
End User Access Charge						
Data Recovery Fee						
Energy Recovery Charge						
					<b>TOTAL SERVICES *</b>	\$ 44.00

\*The amount shown does not include additional Federal, State and Local Taxes

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Customer Signature: \_\_\_\_\_ Cavalier Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

February 12, 2010

CHARTER TOWNSHIP OF SUPERIOR  
3040 North Prospect  
Ypsilanti, MI 48198



Attention: Dave Phillips, Township Clerk

Regarding: Proposal for Professional Services  
for ECM Implementation

Dear Mr. Phillips:

We are pleased to submit this proposal for professional architectural and engineering services for the completion of Energy Conservation Measure (ECM) Implementation assistance with the EECBG Program. These upgrades are based on the approved sections from the *Comprehensive Technical Energy Analysis Reports* (TEAs) prepared by Kelly-Tinker Architects in September 2009 and approved for funding through the EECBG program. These upgrades are to the following buildings:

1. Superior Township Hall  
3040 North Prospect, Ypsilanti, MI 48198
2. Superior Township Utilities Administration Building  
575 E. Clark Rd., Ypsilanti, MI 48198.

### Project Scope

The following is a list of the items that the Township has selected from the TEAs to include in the grant program and the project scope:

#### Township Hall

1. ECM #3 Replace (2) Entry Doors & Sidelights and (1) Window.
2. ECM #4 Install (2) New Furnaces and (2) ERV (Energy Recovery Ventilator).
3. ECM #6 Install (2) Occupancy Sensors for Lighting in Restrooms.
4. ECM #7 Re-lamp & Re-ballast (11) 4 Lamp Fluorescent Fixtures.
5. ECM #8 Re-lamp & Re-ballast (16) 2 Lamp Fluorescent Fixtures.
6. ECM #9 Re-lamp Fluorescent Fixtures w/ 28w (233) Lamps.
7. ECM #10 Re-lamp Incandescent Fixtures w/ CFL (8) Lamps.
8. ECM #11 Replace HID Fixtures w/ Fluor. (12) Fixtures.
9. ECM #12 Replace existing Exit sign w/ LED. (1) Fixture.

#### Utilities Administration Building

1. ECM #1 Seal Attic and Add Insulation.
2. New Drop Ceiling Tiles and Grid
3. ECM #2 Add Wall Insulation.

- 4. ECM #3 Replace (2) Entry Door Sidelights and (2) Windows.
- 5. ECM #4 Replace Service Entry Door.
- 6. ECM #5 Install (1) New Furnace and (1) ERV (Energy Recovery Ventilator).
- 7. ECM #6 Install (2) Occupancy Sensors for Lighting in Restrooms.
- 8. ECM # 7 Re-lamp & Re-ballast (41) 2 Lamp Fluorescent Fixtures.
- 9. ECM # 8 Re-lamp & Re-ballast (5) 3 & 4 Lamp Fluorescent Fixtures.
- 10. ECM # 9 Re-lamp Incandescent Fixtures w/ CFL (1) Lamp.
- 11. ECM # 10 Re-lamp Incandescent Exterior Fixtures w/ CFL Reflector (5) Lamps.
- 12. ECM # 11 Re-lamp Exterior MV Fixture w/ Fluor. Induction (1) Fixture.
- 13. ECM # 12 Re-fixture Exterior HID Fixture w/ Fluor. Induction (1) Fixture.

**Scope of Services**

We have developed this scope of services based on our understanding of the Township's needs for the ECM Implementation and associated EECBG Program. This scope includes the following specific tasks:

<u>TASK</u>	<u>ESTIMATED HOURS</u>
1. Verify and document existing conditions	4
2. Mechanical engineering- Design of HVAC system.	6
3. Electrical engineering- Design of electrical systems.	8
4. Architectural- Insulation, ceiling grids, windows, doors & cost estimate.	6
5. Production of construction documents including drawings & specifications.	42
6. Bidding services- Advertise, distribute documents, receive bids, bid tabulation form, recommendation.	6
7. Contract administration: two site visits, submittal review, two pay applications, certificate of substantial completion	20
8. Project Management	18
Total Estimated Hours	110

In addition to the above, OHM will provide grant administration assistance. The Township will be responsible for administering the grant; however OHM will provide limited assistance on an as-requested basis.

**Deliverables**

OHM shall provide construction documents, including drawings and specifications, suitable for bidding, permitting and construction. They shall be based on the approved sections from the TEAs dated September 2009. The drawings shall include architectural, mechanical, and electrical disciplines.

**Exclusions, Assumptions, and Additional Services**

- Application for the DTE rebates will be submitted by the Township.
- It is assumed that the *Comprehensive Technical Energy Analysis Reports* are accurate in their content and scope. OHM reserves the right to recommend more efficient and cost effective solutions.
- Interior design will be excluded.
- The Township will provide OHM with architectural plans of each building.

**Fee Schedule**

Based on the above Scope of Services, the following identifies the estimate of costs for the above tasks, based on the information available at this time:

Task 1 – 6, Design Phase	\$ 8,000
Task 7 – 8, Construction Phase	\$ 3,000
<b>TOTAL</b>	<b>\$ 11,000</b>

The services outlined above will be performed on an hourly basis for the not-to-exceed amount of thirteen thousand dollars (\$11,000). This amount is based on the assumptions indicated in this proposal. In addition, OHM will provide as-requested assistance with grant administration work on an hourly basis. The Township will be invoiced monthly for the value of services completed to date, based on OHM's current hourly rate schedule. All invoices are payable upon receipt.

**Schedule**

OHM is prepared to commence work within ten working days of receipt of a signed agreement. We estimate that the construction documents could be completed by OHM within four weeks of commencement of professional services. The following is an estimate of the project duration.

1. Verify existing conditions/ prepare background sheets	1 wk
2. Mechanical/Electrical/Architectural design	1 wk
3. Production of Construction Documents	2 wks
4. Owner review	1 wk
5. Bidding	4 wks
6. Owner Authorization	2 wks
7. Permitting & Mobilization	2 wks
8. Construction	6 wks
9. Project completion	1 wk
<b>TOTAL ESTIMATED DURATION</b>	<b>20 WKS</b>

We thank you for this opportunity to provide our services. If you find this proposal acceptable, please provide us authorization to proceed by signing the proposal below and returning it to us. If you have any questions or need additional information, do not hesitate to call our office at (734) 522-6711.

Orchard, Hiltz, & McCliment, Inc.  
CONSULTANT

*Rhett Gronevelt*  
Signature

Rhett Gronevelt, PE  
Name

Associate  
Title

February 10, 2010  
Date

Superior Township  
CLIENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Kelly-Tinker Architects

## CONTRACT AGREEMENT

Page 1 of 2

Client: **Superior Township**  
Address: **3040 N. Prospect St.,  
Ypsilanti, MI 48198**  
Contact: **Dave Phillips, Township Clerk**  
Phone: **(734) 482 6099**

Project Title: **Superior Twp. EECBG Grant**  
Project No.: **KT-3-02-10**  
Date Requested: **February 4, 2010**  
Completion Time: **4-6 Weeks for Items A & B**

### DESCRIPTION OF PROJECT

The Charter Township of Superior has received an EECBG grant from the State of Michigan. Kelly-Tinker Architects has been asked to develop bid documents for implementation of a subset of the energy conservation measures identified in the Technical Energy Analysis Reports completed in 2009. The two TEA Reports were for the Utilities Building located at 575 E. Clark Rd. and for the Township Hall at 3040 N. Prospect St. both in Ypsilanti, Michigan. The ECMs to be implemented include: high efficiency furnace replacement at both buildings; energy efficient lighting retrofits at both buildings; and, for the Utilities Building, some window replacement, some wall insulation, and an attic sealing and insulation project involving modification of the suspended ceiling. In addition, Kelly-Tinker Architects has been asked to assist Superior Township with the bidding process and with the State of Michigan required grant administration procedures. It is emphasized that the Township assumes all responsibilities of the General Contractor for this project.

### ENERGY/ARCHITECTURAL SERVICES

#### A. Architectural/Engineering Drawings

Title Sheet - To include site locations, key plans, relevant codes, and other project information.  
Insulation Plans - To include wall and ceiling assembly details.  
Lighting Plans - To identify room locations and technology for lighting retrofits from TEAs.  
Mechanical Plans - To include changes in ductwork and mechanical/electrical HVAC requirements.  
Reflected Ceiling Plan - For the new suspended ceiling in the Utilities Building.

#### B. Project Manual

To include bidding documents & procedures and specifications for the implementation of the energy conservation measures referenced on the drawings and in the TEA reports.

#### C. Bidding Process

Assist the Township with identifying potential bidders, administering the bidding process, analyzing the collected bids, and selection of contractors.

#### D. Inspections

Provide inspections of completed work to determine compliance with drawings & specifications.

#### E. Grant Administration

Assist the Township with fulfilling all legal requirements of the grant regarding: bidding, state contracting requirements, ARRA 2009 contracting requirements, equipment purchases, quarterly reporting, and financial records.

### FEE FOR SERVICES

Lump Sum Fee - \$7,000 for Items A, B, C, & D.

Hourly Fee - \$60/hr for all work related to item E which could total as much as 40 hours.

CONTRACT AGREEMENT: Upon execution by the authorized Signatories below, this document is accepted and forms the basis of the Contract Agreement between the Client and Kelly-Tinker Architects. A retainer of \$3,000 is due at Contract Signing. A second \$3,000 is due at completion of the bid documents. Another \$1,000 is due after contractor selection. The hourly charges will be invoiced as they they occur. See page 2 for Reimbursable Expenses.

CLIENT

KELLY - TINKER ARCHITECTS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# Kelly-Tinker Architects

## CONTRACT AGREEMENT

Page 2 of 2

### ADDITIONAL CONDITIONS OF CONTRACT AGREEMENT

1. The Architect shall rely on the accuracy of any Client supplied information and shall not be responsible for errors effecting the preparation of the Work described and delineated in this Contract Agreement.
2. The Client shall submit an Initial Retainer of Three-thousand Dollars (\$3,000) at the time of the Contract Agreement signing to execute this Contract Agreement.
3. The Client agrees to pay Invoices within thirty (30) days of each Invoice date.
4. Overdue Invoices shall be subject to interest on the Principal Overdue at 1.5% / Month (18% / Year). The Architect reserves the right to stop Work on the Project for Invoiced amounts due and unpaid beyond thirty (30) days until the overdue Invoiced amount is paid-in-full by the Client.
5. All Reimbursable Project Expenses incurred by the Architect will be invoiced on a monthly basis including: Reproduction Expenses (Photocopies, prints, etc.) and Project Supplies (plotting sheets, ink, paper, etc.). Each of the Reimbursable Project Expenses listed above shall be subject to a 1.20 Office Overhead Multiplier to cover time and expenses to procure these items. Business travel beyond 4 site visits will be billed as a Reimbursable Project Expense @ \$0.55/Mile.
6. Additional Client requested energy/architectural design service(s) beyond those described and delineated in this Contract Agreement shall be subject to negotiation as an extra(s) to this Contract Agreement or under a separate new Contract Agreement. Additional Client requested architectural design service(s) beyond those described and delineated in this Contract Agreement shall be billed based on the Architect's professional fee rate at \$60 per hour for commercial.
7. All work products associated with this contract are the sole property of Superior Township and may not be used for any reason by Kelly-Tinker Architects or any associated subcontractors without the prior permission of Superior Township.
8. The Client or the Architect may terminate the Contract Agreement upon seven (7) days written notice. In the event of termination, the Architect shall be paid-in-full within thirty (30) days of the Invoiced Date for all Work performed to the effective date of termination including any expenses incurred for moving off the Project where applicable.
9. The Architect has in force Professional Liability Insurance for Errors and Omissions totaling \$1,000,000, General Liability Insurance totaling \$1,000,000, and Automotive Liability Insurance totaling \$1,000,000, each for a single project. An affidavit to this effect can be provided upon request.

CONTRACT AGREEMENT: Upon execution by the authorized Signatories below, this document is accepted and forms the basis of the Contract Agreement between the Client and Kelly-Tinker Architects.

CLIENT

KELLY - TINKER ARCHITECTS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**David M. Phillips, Clerk**  
davidphillips@superior-twp.org

3040 North Prospect, Ypsilanti, MI 48198 Phone: (734)482-6099 Fax: (734) 482-3842

**MEMORANDUM**

DATE: February 12, 2010  
TO: Superior Township Board of Trustees  
FROM: David M. Phillips, Township Clerk  
RE: Superior Township and Willow Run School District Letter of Agreement

On January 25, 2010, the Township was awarded the Michigan Energy Efficiency and Conservation Block Grant Program in the amount of \$73,853. The Township partnered with the Willow Run School District on the grant. The award will be divided between the Township and the School District on a pro-rated basis. The pro-ration is based upon the project scope of each entity. The Township is the Grantee and the School District is a sub-recipient of the grant. This relationship requires that both parties sign a mutually agreeable subcontract which includes the costs involved for the execution of the grant, the follow-up reports required and terms and conditions which both parties agree to comply with. Attached is a copy of the Agreement. Attachment A of the Agreement is a copy of the entire grant award packet which is forty-seven pages. A copy of Attachment A is available in the Clerk's office for review. The Willow Run School District is expecting to present the document to the Board of Trustees at the Board's February 18, 2010 meeting for their action. Either party may request minor changes to the document. I am requesting the Superior Township Board of Trustees take the following action:

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Superior Township Board of Trustees approves the Agreement Between Superior Charter Township and Willow Run Community Schools to Partner in the Execution and Administration of the Michigan Energy Efficiency and Conservation Block Grant Program, subject to minor changes by either party, and authorizes the Supervisor to sign the Agreement. Any changes shall be subject to approval by the Township Administrative staff and the Township Attorney.

AGREEMENT  
BETWEEN SUPERIOR CHARTER TOWNSHIP  
AND  
WILLOW RUN COMMUNITY SCHOOLS

FEBRUARY , 2010

This agreement, entered into this \_\_\_\_\_ of February, 2010, between Superior Charter Township, a Michigan municipal corporation (Township), whose address is 3040 N. Prospect, Ypsilanti, MI 48198, and the Willow Run Community Schools (School District), whose address is 235 Spencer Lane, Ypsilanti, MI 48198.

WITNESSETH:

Whereas:

- A. Prior to October of 2009, the Township and the School District entered into a preliminary agreement to partner in submitting an application for a grant from the Michigan Energy Efficiency and Conservation Block Grant Program (Grant) for funding to complete the design, and installation of building improvements which will result in the improvement of energy efficiency of certain buildings and reduce the total energy use of both the Township and the School District.
- B. On October 15, 2009, the Willow Run School District Board of Trustees authorized the implementation of Energy Conservation Measures at Cheney Elementary in an amount not to exceed \$25,000 to be funded from the 2001 Bond Fund and to participate as a sub-recipient of EECBG (ARRA 2009) funding to be applied for by Superior Township.
- C. On October 19, 2009, the Superior Township Board of Trustees adopted a Resolution Approving Superior Township's Partnering with the Willow Run School District to Submit a Proposal for the Michigan EECBG program. The resolution indicated that the Township and the School District agreed to share in the grant award pro-rated based upon the total percentage of each applicant's submitted list of improvements.
- D. On November 5, 2009, the School District provided the Township with a Letter of Intent to join with the Township in the submitting and administration of the EECBG proposal. The School agreed that if the Township was awarded the grant, the School intended to negotiate a mutually agreeable subcontract to provide services and equipment in support of the proposed grant. This would include: reimbursing the Township on a pro-rated basis for costs for the preparation and submitting of the proposal (based upon pro-ration of project scope); the actual costs involved for the agreed upon sharing of costs for the application, execution and any follow-up reports; actual monies to be distributed upon an agreed upon pro-ration formula (based upon pro-ration of project scope).
- E. On December 10, 2009, the Township forwarded a letter to School District requesting reimbursement for costs associated with the grant preparation. The Township has received reimbursement from the School District for these costs. Included in this letter was the pro-ration as determined by the Township's engineer. This pro-ration of 77.65% for the Township and 22.35% for the School District was based upon the contractual services (engineers and labor) and material costs included in the project proposal.
- F. On January 25, 2010, the Township was awarded the Grant in the amount of \$73, 853 for the purposes of completing energy efficiency improvements at the Cheney Elementary, Superior Township's Utility Department Administration Building and the Superior Township Hall. A copy of the Grant is attached as Exhibit A.

Now therefore, in consideration of the promises and covenants hereinafter contained, the parties hereto mutually agree as follows:

- 1 The Township as the Grantee, has agreed to all requirements, terms and conditions of the Grant. The School District, as a sub-recipient, through the execution of this Agreement, also agrees to comply with all of the requirements, terms and conditions of the Grant (Exhibit A), including but not limited to Sections: 4.1 Compliance with Laws; and, 5.020 Buy American Requirement (Section 1605). Both parties agree to complete and submit all required reports in an acceptable manner and within required time limits.
- 2 The Township and the School District will share in the grant award based upon the agreed upon pro-ration formula of the project scope (total cost of engineer/architect, contractor/labor and equipment/supplies/materials as estimated in the grant proposal) of 74.51% for the Township and 25.49% for the School District. The total grant award is \$73, 853. The Township's portion of the award is \$55,027.87. The School District's portion of the grant award is \$18,825.13.
- 3 The School District agrees to share the costs incurred by the Township for activities related to the execution of the grant and any follow-up reports required for the Grant that involve the School District's project. These shared costs will be limited to the School District's 25.49% pro-rated portion of the total amount of applicable costs.
- 4 If the Township or School District fails to complete any activity required by the grant which results in additional costs to either party, the party responsible for causing the additional costs shall reimburse the other party for any additional costs incurred.
- 5 The School District shall be required to submit all required reports and documentation before the Township releases any of the grant award funds to the School District.

In witness whereof, the undersigned have set their hands this \_\_\_\_\_th day of February, 2010.

\_\_\_\_\_  
Ms. Laura M. Lisiscki  
Acting Superintendent, Willow Run Community Schools:

\_\_\_\_\_  
Date

\_\_\_\_\_  
William McFarlane  
Supervisor, Superior Charter Township

\_\_\_\_\_  
Date

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO APPROVE THE CONSENT JUDGMENT BETWEEN THE  
CHARTER TOWNSHIP OF SUPERIOR AND HUMMANA, L.L.C. AND NYR82, L.L.C.  
AND AUTHORIZING THE SUPERVISOR AND CLERK TO SIGN  
WHICH AMENDS THE RESOLUTION TO APPROVE THE CONSENT JUDGMENT  
WHICH WAS ADOPTED ON JANUARY 19, 2010**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on February 16, 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by \_\_\_\_\_, and supported by \_\_\_\_\_.

**WHEREAS:**

- A. On April 4, 2007, Hummana, L.L.C. and NYR82, L.L.C.(Plaintiffs) filed an application to rezone the approximately 77.18 acres of land (Subject Property) located at the northwest corner of the intersection of Prospect and Geddes Road in Superior Township.
- B. On August 22, 2007, the Superior Township Planning Commission recommended denial of the application. On September 17, 2007, the Superior Township Board voted to deny the rezoning. On December 6, 2007, the Superior Township Zoning Board of Appeals denied the dimensional and use variance requests.
- C. On January 2, 2008, the Plaintiffs filed a complaint against Superior Township in the Circuit Court of Washtenaw County seeking mandamus, superintending control, injunctive, rezoning and equitable and other relief, taking and damages.
- D. Prior to September 24, 2009, the parties entered in discussions regarding a potential settlement of this litigation which would preserve the essential agricultural nature of the Subject Property while providing the Township with control over a parcel of land at the corner of Geddes and Prospect Roads that is strategically located to provide police and fire services the best access to the entire southern portion of the Township.
- E. On September 24, 2009, by agreement of the parties, the Plaintiffs' complaint was dismissed without prejudice, so that the parties could attempt to conclude a settlement, without the necessity of spending valuable resources in preparing this matter for litigation.
- F. After extensive discussions and negotiations, Superior Township, the Plaintiffs and a third party, have reached a tentative agreement, the terms of which are generally as follows:
  - i. Superior Township will purchase 8.15 acres of the Subject Property (the "Township Parcel"). This parcel is located at the corner of Geddes and Prospect Roads and it is intended to be used for a future fire station or other municipal building. The sales price for this parcel is \$300,000.
  - ii. A third party will purchase the remainder of the Subject Property.
  - iii. Of the remaining 69.03 acres, approximately 29 acres will be permitted to be used for

specific agricultural and agricultural businesses as outlined in the proposed Consent Judgment and such limitations shall run with the land.

- iv. Superior Township will, for \$100,000, purchase a conservation easement on forty (40) acres of the Subject Property being purchased by the third party; subject to six (6) of the acres being exempted from the Conservation Easement upon payment of \$40,000 to the Township.
- v. All other claims against the Township are dismissed with prejudice and without costs to either party.
- vi. The third party will be allowed specified agricultural and agricultural business uses on the portion of the property they own which is not covered by the conservation easement (the "Stables Parcel") and on the portion covered by the conservation easement. These specific uses are identified in the Consent Judgment.

G. The Plaintiffs and Superior Township, upon approval of the proposed Consent Judgment and Conservation Easement by all interested parties, will stipulate to reinstate the litigation and thereafter enter the Consent Judgment.

H. The Township has performed due diligence by having the property appraised by a licensed appraiser to insure that the Township is receiving fair value.

**NOW, THEREFORE BE IT RESOLVED:**

1. The Superior Township Board of Trustees has reviewed the terms and conditions of the proposed Consent Judgment and finds that if the Township enters into the Consent Judgment it will promote the good and well-being of the citizens of the Township.
2. Superior Charter Township Board hereby approves the proposed Consent Judgment between Superior Charter Township and Hummana, L.L.C. and NYR82, L.L.C. in substantially the form attached hereto and authorizes the Township Supervisor and Township Clerk to sign said Consent Judgment.
3. The Superior Charter Township Board authorizes the Township to take actions as outlined by the Consent Judgment, including, but not limited to, the Supervisor and Clerk signing the closing documents to purchase Township Parcel for the purchase price of \$300,000 and the payment of all applicable taxes, with these funds being utilized from the Fire Reserve, Building Improvement Fund; and, the purchase of the Development Rights on the Conservation Parcel for the purchase price of \$100,000, with these funds being utilized from the Legal Defense Fund. There are adequate balances in both funds for these expenditures.

STATE OF MICHIGAN

WASHTENAW COUNTY CIRCUIT COURT

HUMMANA, LLC and NYR82, LLC,  
Michigan limited liability companies, jointly  
and severally,

Plaintiffs,

v

File No: 08-07-CZ

Hon. ARCHIE C. BROWN

CHARTER TOWNSHIP OF SUPERIOR,  
Defendant

---

Robert A. Jacobs (P15402)  
Jackier Gould, PC  
Attorney for Plaintiffs  
121 W. Long Lake Road, Suite 200  
Bloomfield Hills, MI 48304-2719  
Telephone: 248-433-2594

Frederick Lucas (P29074)  
Lucas Law, PC  
Attorney for Defendant  
7577 US 12, Ste A  
Onsted, MI 49265  
Telephone: 517-467-4000  
Fax: 517-467-4044

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**CONSENT JUDGMENT**

At a session of said Court held in the City of Ann Arbor,  
Washtenaw County, Michigan on \_\_\_\_\_, 2010.

PRESENT: Honorable Archie C. Brown

**P R E A M B L E**

Plaintiffs, Hummana, LLC and NYR82, LLC, are Michigan limited liability companies and fee title owners of approximately 77.18± acres of land (hereinafter referred to as the "Subject Property") located at the northwest corner of the intersection of Prospect and Geddes Roads in defendant, Superior Township, Washtenaw County, Michigan. It is more fully described in attached Exhibit A and depicted in Exhibit B.

The Subject Property is located outside the Urban Services Area, as delineated by the Township's Growth Management Plan/Master Plan, as established by the

Superior Township Board of Trustees,

The Subject Property is zoned Agricultural (A-2) District, an Agricultural District under the Zoning Ordinances of the Township.

On April 4, 2007, Plaintiffs filed an application to rezone the Subject Property from A-2 Secondary Agricultural to R-4 Single-Family Urban Residential. On August 22, 2007, the Township Planning Commission recommended denial of the application and on September 17, 2007, the Township Board voted to deny the rezoning request. Finally, on December 6, 2007 the Township Zoning Board of Appeals denied Plaintiffs' dimensional and use variance requests.

Plaintiffs, thereafter, filed the above captioned proceedings seeking mandamus, superintending control, injunctive, rezoning and equitable and other relief, taking and damages.

The parties now desire to settle this lawsuit in accordance with the terms and conditions of this Consent Judgment, in order to avoid further cost and expense and the uncertainty of a trial, and to resolve their disputes relative to this matter, without any admission of liability.

**BY CONSENT OF THE PARTIES IT IS HEREBY ORDERED:**

**1. Zoning.**

The Subject Property shall remain zoned Agricultural (A-2) District pursuant to the Superior Township Zoning Ordinance and subject to the terms of this Consent Judgment, may be used for all purposes as set forth within such Ordinance. A copy of Agricultural (A-2) District and the Land Use Table from the Zoning Ordinance is attached as Exhibit C and the Use Standards from the

Zoning Ordinance is attached as Exhibit D. The Township has the right to apply the Open Space Preservation (OSP) Overlay District to any parcel of land covered by a Conservation Easement as hereafter described.

**2. Township Acquisition of Firehouse Parcel.**

- a. Plaintiffs shall convey to the Township by warranty deed, 8.15± acres of the Subject Property, more fully described in Exhibit E, (hereafter the "Firehouse Parcel").
- b. The purchase price shall be three hundred thousand and 00/100 (\$300,000.00) dollars, which shall be paid to the plaintiff within 7 days of entry of this Consent Judgment.
- c. Title to the Firehouse Parcel shall be free and clear of all liens. Plaintiffs shall provide the township with evidence of title.

**3. Conservation Easement.**

- a. The Township shall purchase from Plaintiffs a Conservation Easement over 34 acres of the Subject Property, as more fully described in Exhibit F, (hereafter the "Conservation Parcel") for the sum of one hundred thousand and 00/100 (\$100,000.00) dollars, which shall be paid to the plaintiff within 7 days of entry of this Consent Judgment.
- b. Upon a Conservation Easement being granted upon the 34 acre parcel, the Township has the right to apply the Open Space Preservation (OSP) Overlay District to the parcel.
- c. The Conservation Easement, a copy of which is attached as Exhibit G, shall preserve and restrict the use of the Conservation Parcel.

- d. The Conservation Easement and this Consent Judgment shall establish the allowed uses and the type and size of building allowed to be erected on the Conservation Parcel. The Easement will limit uses to farming and other agricultural activities, except that no intensive livestock operations of the type commonly referred to as "factory farms" shall be permitted. Building will be limited to barns, storage buildings and animal shelters which involve a use related to agricultural activities that occur on the Conservation Parcel and have a maximum ground floor coverage of fifteen (15,000) square feet of total gross floor area. To the extent that the rights contained in this paragraph conflict with the Open Space Preservation (OSP) Overlay district use or requirements than this paragraph shall be controlling.
- e. The Conservation Easement shall run with the land.
- f. Prior to or at closing, Plaintiffs shall obtain and deliver to the Township subordination agreements from all lien holders having an interest in the Conservation Parcel.
- g. Plaintiff shall provide the Township with evidence of a title free and clear of all interests other than those held by any mortgagee whose interest is to be subordinated to the Conservation Easement.

**4. Permitted Uses for the Stables Parcel.**

- a. Plaintiffs may utilize 29.03± acres of the Subject Property, as more fully described in Exhibit H, (hereafter referred to as the "Stables Parcel") for the following uses:

- i. Agricultural service establishments as defined in Section 17.03 and Section 5.101;<sup>‡</sup>
- ii. Bulk feed and farm supply stores as defined in Section 5.101;<sup>‡</sup>
- iii. Private riding arena or boarding stable as defined in as defined in Section 17.03 and Section 5.107;<sup>‡</sup>
- iv. Public or commercial riding stable as defined in as defined in Section 17.03 and Section 5.108;<sup>‡</sup>
- v. All other permitted principal uses in the Agricultural (A-2) District, including all agricultural permitted business uses allowed by the Ordinance in existence at the time this Consent Judgment is entered, except that no intensive livestock operations of the type commonly referred to as “factory farms” shall be permitted;
- vi. Selling of supplies, products and equipment in conjunction and normally associated with a riding stable or equestrian facility, including without limitation, saddles, bridles, brushes, harness equipment, boots, clothing and associated accessories in conjunction with such use;
- vii. Feed and grain production, storage and sales;
- viii. Storage and sale of fertilizer and related products;
- ix. All other permitted, conditional and accessory uses in the Agricultural (A-2) District, subject to the approval process set forth in the Township Zoning Ordinance in existence at the time this

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<sup>‡</sup>All references are to the Superior Township Zoning Ordinance in existence at the time this Consent Judgment is entered.

Consent Judgment is entered, which approval shall not be unreasonably withheld or denied.

- b. Except as otherwise provided in this Consent Judgment, all of the uses herein permitted shall be required to meet all of the dimensional, setback and other requirements as set forth in the Township Zoning Ordinance in existence at the time this Consent Judgment is entered, except for the existing riding stable, which may be continued as a legally permitted and conforming use.
- c. Plaintiffs may have structures on the Stables Parcel, but the square footage of all such structures, whether new or existing, not including that allowed within the Conservation Easement, shall not exceed a maximum ground floor coverage of sixty-one thousand (61,000) square feet which is 5% of the net acreage.
- d. Plaintiffs shall have eight (8) years from the date of the entry this Consent Judgment to erect any structures permitted herein by this Consent Judgment which are not principal permitted, conditional or accessory uses allowed in the Agricultural (A-2) District as contained in the Township's Zoning Ordinance in existence at the time this Consent Judgment is entered.
- e. In the event any structure now or hereafter existing on the Stables Parcel or the Conservation Parcel which is permitted by this Consent Judgment is for any reason destroyed such structure may be repaired, altered, or replaced at the same location and of no greater size.

- f. Attached to this Consent Judgment as Exhibit I is a Concept Plan, with attached notes, showing basic features such as proposed building envelopes and access roads. This Concept Plan is subject to revision pursuant to the terms of this Consent Judgment.
- g. If eight (8) years after the date this Consent Judgment is entered,, no commerical buildings have been erected on the Stables Property, any new structures erected on the Stables Parcel shall comply with all use, dimensional and procedural requirements (including but not limited to references in Sections 4(a)(v), 4(a)ix), 4(b) of this Consent Judgment) of the Township's Zoning Ordinance in existence at that time of construction.
- h. Use of property for residential homes shall be in accordance with the Zoning Ordinance at time of the Consent Judgment.

**5. Sale to Schofield.**

- a. Contemporaneously with the entry of this Consent Judgment Plaintiffs are selling all of the Subject Property, less the Firehouse Parcel, to William J. Schofield Jr. ("Schofield") on land contract. The Township consents to the sale on the condition that the sale to Schofield shall be subject to all the restrictions and covenants that are contained in this Consent Judgment.
- b. If and when Schofield pays off the land contract, Plaintiffs shall, at no additional cost to the Township, convey and grant to the Township a Conservation Easement, in the form identified in Exhibit G, for the six (6) acre parcel of land identified more fully in Exhibit J.
- c. If, for any reason, the conveyance and grant of the Conservation

Easement for this six (6) acre parcel does not occur within twenty-seven (27) months of the date of the entry of this Consent Judgment, plaintiff shall pay the Township the sum of forty thousand and 00/100 (\$40,000.00) dollars, this amount shall be payable at such time as Schofield's interest in the Subject Property is terminated or at the end of the twenty-seven (27) month period, which ever occurs first.

- d. Until such time as the Schofield pays off the land contract and/or Plaintiffs pay to the Township the amount identified above in subparagraph b, the six (6) acre parcel shall used in a manner consistent with the terms of the Conservation Easement identified in Exhibit G.
- e. If a Conservation Easement is not conveyed to the Township within the time permitted, after Plaintiffs have paid to the Township the above stated consideration, the six (6) acre parcel may be used for all purposes consistent with the Township Zoning Ordinance in existence at the time this Consent Judgment is entered.
- f. Upon a Conservation Easement being granted to this six (6) acre parcel, the Township has the right to apply the Open Space Preservation (OSP) Overlay District to the parcel.

**6. Design Standards and Review Process.**

- a. The front elevation of any new structures on the Stables Parcel must have a "country" look, which shall be subject to administrative approval.
- b. Other than any agricultural buildings, any further development and the existing stables shall require buffering from the Donohue property, Tax ID

Number 10-28-400-008, which is adjacent to the Subject Property. The location and length of the screening shall be as depicted on the Concept Plan (Exhibit I). Except as otherwise provided in this Consent Judgment, screening and buffering shall comply with Section 14.10 of the Township Zoning Ordinance and shall incorporate a combination of screening methods as outlined in Sections 14.10(D)(1), Greenbelt buffer; and 14.10(D)(5), Evergreen screen, of the Township Zoning Ordinance and shall be shown on the Preliminary and Final Site Plan and be subject to approval as outlined by this Consent Judgment.

- c. Except as otherwise provided for in this Consent Judgment and within this subsection, all development on the Stables and Conservation parcels shall be subject to all reviews, approvals and fees required by the Ordinances and resolutions of the Township. Plaintiffs shall submit preliminary and final site plans for review by the Township's consultants, staff, and by the Township Planning Commission at their regularly scheduled meetings. At plaintiffs' option, a combined preliminary and final site plan may be submitted in lieu of separate preliminary and final plans. The Township Planning Commission, consultants, and staff will provide comments and recommendations to the Township Board relating to the plans' compliance with the Township's Ordinances and standards. Upon receipt of the comments and recommendations of the Planning Commission's consultants and staff, the Township Board shall then approve the plans if they make the finding that the Ordinances, standards and the provisions of

this Consent Judgment have been met. All plans shall receive approval of the Township Board prior to any construction or the issuance of any building permits.

- d. Except as otherwise provided herein, the time for such development shall be at the election of the Plaintiffs.
- e. All road and utility improvements shall be subject to review by the Township's engineering department and/or consultants applying Township ordinance standards in existence at the time this Consent Judgment is entered, unless eight (8) years have lapsed from the date the this Consent Judgment is entered, at which time it will be required to comply with the Township's Zoning Ordinance which is then in effect. All such improvements shall be subject to review and compliance with any applicable State, Federal or County codes and standards in existence at the time the improvement is requested. All required approvals and permits issued by the Township, consistent with this Consent Judgment, shall not be unreasonably delayed or withheld.
- f. Plaintiffs, their successors or assigns shall be responsible for the payment of all planning consultant, engineering consultant, attorney or any other fees related to the Township's review of all plans for the Stables Parcel and Conservation Parcel from and after entry of this Consent Judgment.

**7. Running with the Land.**

The rights granted and the restrictions imposed by this Consent Judgment for the Subject Property shall be, except as otherwise provided herein, perpetual and

shall run with the land.

**8. Restrictions.**

- a. Plaintiffs shall adhere to the uses and restrictions set forth in this Consent Judgment. However, it is recognized that there may be modifications of the plans that are dependent on practical needs and difficulties, topography and the like. Therefore, incidental modifications, including setbacks not inconsistent with the spirit of this Consent Judgment, shall be made and administratively approved without the necessity of amending this Consent Judgment so long as Plaintiffs and the Township consent in writing to such modifications. The Township will not unreasonably withhold or delay approval of those modifications; the parties recognizing that this is a living plan.
- b. This Consent Judgment is hereby deemed to include all exhibits attached hereto, said exhibits being incorporated herein and made a part hereof as fully and to the same extent as if the contents of the exhibits were set out in their entirety in the body of this Consent Judgment. All references to this Consent Judgment are deemed to be a reference to the body of this Consent Judgment and the exhibits. To the extent that this Consent Judgment or the attached exhibits conflict with Township ordinance requirements, the terms of this Consent Judgment and the attached Exhibits shall control.
- c. Plaintiffs shall adhere to all applicable county, state and federal regulations and statutes and shall comply with all applicable ordinances of

the Township, except where specifically exempted by this Consent Judgment or otherwise provided or depicted within the Exhibits.

- d. Nothing herein shall be construed as restricting or limiting Plaintiffs' right to seek dimensional variances and exceptions relating to sign standards, in the manner prescribed in the Township's Zoning Ordinance.
- e. The size, location and design of the sign(s) shall be subject to the Township ordinances except that they shall be subject to the same review and approval process as the preliminary and final site plans.
- f. In the event that any easements are required for use of the Subject Property by Plaintiffs or the Township, then each party shall grant to the other the necessary easements and cross-easements for purposes of egress/ingress, providing utilities, including the extension of storm drainage easements, telephone, electric, gas, and such other utilities, including on-site waste water facilities serving one or more of the Properties, and the right to go upon such Properties for servicing such utilities to the other. However, in no event shall any septic fields be constructed or placed on any portion of the Conservation Parcel.

**9. Judgment and Enforcement.**

- a. This Court shall retain jurisdiction in all matters relating to this case, including: to resolve all disputes and make such other orders and determinations as are necessary to effectuate the intent and spirit of this Consent Judgment; to insure development is in accordance with the terms and intent of this Consent Judgment; to accomplish the issuance of all

necessary approvals and building and other permits which may be reasonably required for the development, installation and construction of any roads, utilities, structures of any kind and all other improvements as set forth on the attached exhibits, as said exhibits may be amended from time to time, with the approval of the parties; and to implement all amendments thereto and the Site Plans. In the event of a dispute the parties shall attempt to meet together with their consultants and advisors in an effort to resolve such matters. If such cannot be resolved within ten (10) days, the parties may pursue all remedies available.

- b. In the event any party makes a determination that another party is not acting reasonably, the alleged aggrieved party may petition the Court to resolve the dispute and the parties shall make themselves immediately available for a hearing on a date set by the Court. If the Court finds that any party has not acted in good faith or in conformance with the Consent Judgment, then the Court may order reasonable costs and attorney fees paid to the prevailing party.

**10. Miscellaneous.**

- a. As used in this Consent Judgment "Plaintiffs" refers to Hummana, LLC and NYR82, LLC and their successors and assigns.
- b. This Consent Judgment resolves the entire dispute between the parties, including all issues set forth in Plaintiffs' Complaint and all claims for damages, costs and attorney fees are dismissed with prejudice.
- c. Any amendments or modifications made to this Consent Judgment

subsequent to the date hereof, including, without limitation, the exhibits attached hereto, shall be deemed a part of this Consent Judgment, shall be recorded with the Washtenaw County Register of Deeds and shall run with the land, be binding upon the parties and all successors. Any subsequent amendment hereto must be in writing, and either executed by the parties hereto, or other respective heirs, representatives, successors, successors-in-interest and assigns.

- d. In the event there is a conflict between the terms and conditions of this Consent Judgment and the "Preamble" to this Judgment, or in the Township ordinances, the terms and conditions of this Consent Judgment shall control.
- e. Any clerical errors or mistakes in documents or exhibit descriptions contained in this Consent Judgment may be corrected by any of the parties and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Judgment.
- f. This Consent Judgment may be executed by the parties in counterparts; pages containing original signatures shall be attached to the original Consent Judgment filed with the Court; photocopies of pages bearing signatures of parties hereto shall be deemed duplicate originals.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Date signed: \_\_\_\_\_, 2010

**[Signatures to Follow]**

THE UNDERSIGNED PARTIES HAVE HEREBY READ, UNDERSTAND, AGREE AND CONSENT TO THE FOREGOING JUDGMENT AND ALL TERMS AND CONDITIONS STATED THEREIN. ALL SUCH PARTIES HEREBY REPRESENT THAT THEY HAVE OBTAINED ADVICE OF COUNSEL AND ARE CONSENTING TO THIS JUDGMENT FREELY AND VOLUNTARILY.

WITNESSES:

**CHARTER TOWNSHIP OF SUPERIOR**  
a Michigan municipal corporation

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: William McFarlane  
Its: Supervisor

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: David Phillips  
Its: Clerk

STATE OF MICHIGAN        )  
COUNTY OF WASHTENAW )

On January \_\_\_\_\_, 2010, before me, a Notary Public, in and for said County, personally appeared before me William McFarlane, the supervisor of Superior Charter Township and David Phillips, the Clerk of Superior Charter Township, known to be the persons described in and who executed the above Judgment, and acknowledged the same on behalf of the Township.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

WITNESSES:

**HUMMANA, LLC,**  
a Michigan Limited Liability Company

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: Steven Friedman  
Its: Authorized Member

WITNESSES:

**NYR82, LLC,**  
a Michigan limited liability company

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: Steven Friedman  
Its: Authorized Member

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

On January \_\_\_\_\_, 2010, before me, a Notary Public, in and for said County, personally appeared before me Steven Friedman, known to be the Authorized Member of Hummana, LLC and of NYR82, LLC who executed the above Consent Judgment, and acknowledged the same to be his free act and deed by authority given by the resolution of Hummana, LLC, and of NYR82, LLC, Michigan limited liability companies.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires:

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
William Schofield

STATE OF MICHIGAN        )  
COUNTY OF \_\_\_\_\_  )

On January \_\_\_\_\_, 2010, before me, a Notary Public, in and for said County, personally appeared before me William Schofield known to be person who executed the above Consent Judgment, and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

WE, THE UNDERSIGNED COUNSEL FOR THE PLAINTIFF AND DEFENDANTS, RESPECTIVELY, HEREBY STIPULATE TO THE ENTRY OF THE ABOVE JUDGMENT, NOTICE OF ENTRY WAIVED.

\_\_\_\_\_  
Robert A. Jacobs (P15402)  
Attorney for Plaintiffs

\_\_\_\_\_  
Frederick Lucas (P29074)  
Attorney for Defendant

ATTACHMENTS

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## EXHIBIT A

### Legal description of Subject Property

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 412.70 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66 FEET WIDE); THENCE N02°56'20"W 222.00 FEET; THENCE S87°03'20"W 210.00 FEET; THENCE N02°56'20"W 204.70 FEET; THENCE S87°03'20"W 211.00 FEET; THENCE N02°56'20"W 160.33 FEET; THENCE S87°03'20"W 412.16 FEET; THENCE S02°56'40"E 332.99 FEET; THENCE N87°03'20"E 412.12 FEET; THENCE S02°56'20"E 254.05 FEET; THENCE S87°03'20"W 883.05 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF SAID GEDDES ROAD; THENCE N02°10'00"W 2160.44 FEET; THENCE N87°18'30"E 726.88 FEET; THENCE S63°50'17"E 103.61 FEET; THENCE N87°18'30"E 790.55 FEET; THENCE S02°10'00"E 175.00 FEET; THENCE N87°18'30"E 108.00 FEET; THENCE S02°10'00"E 1927.88 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 77.18 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET AND THE SOUTH 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD AND SAID GEDDES ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



# EXHIBIT C

## A-2 Ordinance

### Section 2.104 Agricultural (A-2) District

The public health and welfare of Superior Charter Township, Washtenaw County, the State of Michigan, and the United States are greatly dependent upon the sustenance and economic benefits provided by a viable agricultural industry. The Agricultural (A-2) District is hereby established as a Rural District to preserve lands that are agriculturally productive, and to allow use for specialized applications on land which, because of factors such as soil suitability, location, parcel size, and existing land uses, are not as suitable for production of staple crops as the lands included in the A-1 District. This district may serve as a buffer between A-1 lands and non-agricultural lands, thus serving to protect the integrity of the A-1 lands and to protect agricultural enterprises from encroachment by suburban and urban uses and developments. In addition, the A-2 District is intended to:

1. Preserve woodlands and wetlands associated with farms which because of their natural physical features, are useful as water retention, surface water purification and groundwater recharge areas, and as habitat for plant and animal life; and which have important aesthetic and scenic value that contributes to the unique character of the agricultural district;
2. Preserve existing drainage patterns and minimize erosion and flooding;
3. Provide the basis for land tax assessments that reflect its existing agricultural nature and, owing to these regulations, its limited use for other purposes;
4. Prevent the conversion of agricultural land to non-farm development which, when unregulated, unnecessarily increases the cost of public services to all citizens and results in the premature disinvestment in agriculture;
5. Protect farmland from speculative increases in land prices;
6. Prevent loss of farmland;
7. Prevent conflicts between agricultural activities and residences;
8. Prevent encroachment of urban and suburban services into agricultural areas;
9. Encourage long-term investment in improvements needed to maintain and expand agricultural production by creating a stable environment for such production;

10. Reduce the amount of land consumed in rural areas for nonagricultural use;
11. Prevent intrusion of uses into farm areas which are incompatible with general farming activities; and
12. Permit services and uses which are necessary to support farming activities. The A-2 District provides for land uses that are of permanent importance. Extension of public water and sanitary sewer service into this district shall be prohibited unless such service is necessary to address public.



Uses	Districts														Use Standards				
	Rural			Residential				Business			Other		Special						
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-5	R-6	R-7	B-1	B-2	Q-1	PSP	PC	NSC		VC	MS	PM	SO
<b>RESIDENTIAL USES (continued)</b>																			
Child Foster Family Home or Family Group Home	P	P	P	P	P	P													
Dormitory Living Units																			
Elderly and Senior Housing - Independent								P											
Elderly Housing - Assisted Living Facilities								C		P	P								
Elderly Housing - Dependent, Nursing or Rehabilitative Care										C		P	P						
Farm Labor Housing		A																	
Home Occupations as permitted in Section 5.204	A	A	A	A	A	A	A	A											
Home Occupations not listed in Section 5.204	C	C	C	C	C	C	C	C											
Manufactured Housing Parks							P												
Multiple-Family Housing, Townhouse or Stacked Flat								P											
Single Family Dwellings, Detached	P	P	P	P	P	P													
Two-Family or Duplex Dwellings								P											
State-licensed and Other Managed Residential Facilities not otherwise listed in this table																			
<b>OFFICE, SERVICE, AND COMMUNITY USES</b>																			
Banks, Credit Unions, and Similar Financial Services										P	P	P							
Barber Shop, Beauty Salon or Nail Care										P	P	A							
Campgrounds and Recreational Vehicle Parks	C																		
Cemetery		C	C																
Copy Center										P	P	A							
Day Care Center - Child or Adult										C	P	A	A						

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other		Special					
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC		VC	M5	PM	OS
<b>OFFICE, SERVICE, AND COMMUNITY USES (continued)</b>																		
Funeral Parlor or Mortuary								P	P	P								
Government Offices								P	P	P	P					P	P	
Health Club or Fitness Center							A	A	A	P	P	A				A	A	
Hospital or Urgent Care Center										P						P		
Institutional Uses								C	C	P	P					A		
Landscaping and Maintenance Operations		C	C															
Medical, Osteopathic, Chiropractic, Optical or Dental Office, Clinic or Laboratory; Massage Therapist or Physical Therapy Facility exceeding 4,000 square-feet in floor area per building								C	P	P					P	P	P	A
Medical, Osteopathic, Chiropractic, Optical or Dental Office, Clinic or Laboratory; Massage Therapist or Physical Therapy Facility up to 4,000 square-feet in floor area per building								P	P	P					P	P	P	A
Medical, Optical or Radiology Laboratories									P	P						P	P	
Offices for Business, Professional, Executive, Service or Administrative Uses exceeding to 4,000 square-feet in floor area per building								C	P	P					P	P	P	P
Offices for Business, Professional, Executive, Service or Administrative Uses up to 4,000 square-feet in floor area per building									P	P	P					P	P	P
Offices of a Plumber, Electrician, and Similar Skilled Trades Contractor										P	C							
Pharmacies, Drugstores, and Medical Supply Stores								P	P	C					P	P	A	

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other		Special					
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC		VC	M6	PM	OS
<b>OFFICE, SERVICE, AND COMMUNITY USES (continued)</b>																		
Police, Fire, and Ambulance Stations	C	C	C	C	C	C	C	C	C	P	P	P				P	P	C
Recreational Facilities – Private Membership or Restricted Access	C			C	C	C	C				P					C	C	C
Recreational Facilities - Publicly-Owned or Unrestricted Access	C	C	C	C	C	C	C	P	P		P				C	C	P	
Show Removal Operations		P	P															
Workshops and Studios for Art, Photography, Crafts, Repairs, and Similar Activities								C	P	C		P	P					
<b>COMMERCIAL USES</b>																		
Amusement Center, Indoor									C									Section 5.402
Amusement Center, Outdoor									C									Section 5.402
Antique Sales and Repair								P	P				P					
Bakeries								P	P					P				Section 5.403
Big Box Commercial Uses									C						P	P		Section 5.404
Bookstores and Music Shops								P	P									Section 5.404
Broadcasting Studios, including Radio and Television									P	C								
Car Wash									C	P								Section 5.405
Coffee and Tea Shops									P	P	A							Section 5.401
COMMERCIAL USES not otherwise listed in this table																		
Convenience Stores, Not Including Sales of Alcoholic Beverages									C							P		Section 5.401
Convenience Stores Selling Alcoholic Beverages									C	C					P			

Uses	Districts													Use Standards				
	Rural			Residential				Business			Other		Special					
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC		VC	MS	PM	OS
<b>COMMERCIAL USES (continued)</b>																		
Dealership Showroom for Sales or Rentals of Motor Vehicles, Construction or Farming Machinery, or Similar Durable Goods																		
Drive-In or Drive-Through Facilities for Financial Institutions and government offices																		
Drive-In or Drive-Through Facilities for Restaurants and Food Service Establishments																		
Drive-In or Drive-Through Facilities for Pharmacies, Drugstores, and Other Retail Sales																		
Flower and Plant Shops																		
Furniture, Appliance, and Department Stores																		
Gift Shops																		
Grocery Stores, Meat and Fish Market, Delicatessen, Ice Cream and Dairy Market, and Health Food Store																		
Hardware, Garden Supply, and Home Improvement Store																		
Hotel or Inn																		
Laundromat or Dry Cleaners																		
Manufactured Housing Sales																		
Motion Picture Cinema, Indoor																		
Motion Picture Cinema, Outdoor																		
Motor Vehicle Fueling Station																		
Motor Vehicle Repair Station																		
Motor Vehicle Service Center																		

Uses	Districts													Use Standards			
	Rural			Residential				Business		Other		Special					
	R-C	A-1	A-2	R-1, R-2 R-3, R-4	R-6	R-7	C-1	C-2	Q-1	PSP	PC	NSC	VC		MS	PM	OS
<b>COMMERCIAL USES (continued)</b>																	
Open Air Business, Outdoor Display Area, Dealership								C									Section 5.410
Outdoor Sales Lot or Garden Center								C									Section 5.409
Outdoor Café or Eating Area								C				C	C				Section 5.412
Restaurants and Food Service Establishments, Not Including Sales of Alcoholic Beverages								P				P	P	A	A		Section 5.401 Section 5.406
Restaurants and Food Service Establishments Selling Alcoholic Beverages								C				C	C				
Retail Sales								P				P		A	A		
Showroom for Display or Sales of Products Created by the Business or Operation										A					A		Section 5.411
Tavern, Pub, Brewpub, Cocktail Lounge, Nightclub, or Similar Establishment								C									
<b>INDUSTRIAL, RESEARCH, AND LABORATORY USES</b>																	
Blacksmithing, Furniture or Cabinet Repair or Manufacture, Woodworking Shops, and Similar Uses															P		Section 5.503
Contractor's Establishments and Equipment Yards															P		Section 5.501
Crematorium															C		Section 5.503
Distribution Facilities and Truck Terminals															C		Section 5.501
Dry Cleaning - Central Cleaning/Processing Plant															C		Section 5.501
Material Recovery Facilities															C		Section 5.502
Manufacturing, Processing, or Treatment of Food Products, Pharmaceuticals, Cosmetics, and Similar Items															P		

Effective Date: August 14, 2008

Article 4  
Land Use Table

Uses	Districts													Use Standards				
	Rural			Residential				Business		Other	Special							
	R-C	A-1	A-2	R-1, R-2	R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC		VC	MS	PM	OSP
<b>INDUSTRIAL, RESEARCH AND LABORATORY USES (continued)</b>																		
Manufacturing, Processing, or Assembling of Appliances, Wiring Devices, Electronic Components and Equipment, Fabricated Metal Products, Transportation Equipment, and Similar Items																	P	
Manufacturing, Processing, or Assembling of Automated Production Equipment; Measuring, Analyzing, and Controlling Instruments; Computing Equipment; Optical Equipment; Time-keeping Devices; and Similar Items																	P	
Manufacture, Processing, Production or Wholesale Storage of Chemicals, Petroleum or Paper Products, Cement, Lime, Gypsum, Glue, Soap, Soda, Compound, Salt, Potash or Similar Materials																	C	Section 5.501
Outdoor Storage, General																	P	Section 5.503
Outdoor Storage, Dismantling or Recycling of Motor or Recreational Vehicles, Boats, Construction or Farming Machinery, Manufactured Houses or Similar Items																	C	Section 5.502
Outdoor Storage of Recreational Vehicles											C						C	Section 5.504
Packaging Operations																	P	
Pilot Plant Operations, and Prototype or Pilot Processing, Manufacturing or Assembly																	P	
Printing, Publishing, Bookbinding, and Allied Industries																	P	
Production of Genetic Materials																	P	

Effective Date: August 14, 2008

Article 4  
Land Use Table

Uses	Districts														Use Standards				
	Rural				Residential				Business			Other		Special					
	R-C	A-1	A-2	R-1, R-2 R-3, R-4	R-6	R-7	C-1	C-2	O-1	PSP	PC	NSC	VC	MS		PM	SO		
<b>INDUSTRIAL, RESEARCH, AND LABORATORY USES (continued)</b>																			
Research and Development Facilities, Technical Centers, and Laboratories															P	P			
Self-Storage Warehouses																	Section 5.504		
Slaughterhouse, Rendering Plant or Similar Facility																	Section 5.501		
Warehouses and Non-Farm Bulk Indoor Storage																A			
<b>OTHER USES</b>																			
Accessory Structures and Uses	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Section 5.601		
Composting Centers																C	Section 5.501		
Concrete and Asphalt Mixing Plants																C	Section 5.602		
Controlled Uses																	Section 5.603		
Extractive and Earth Removal Operations		C	C														Article 8.0		
Off-Street Parking Lots	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Section 5.503		
Public Works or Road Maintenance Yards																			
Stormwater Management Impoundments, Drainageways, and Related Improvements	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Temporary Structures for Construction Purposes																			
Utility Transmission and Distribution Lines and Pipelines in Existing Easements or Rights-of-Way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.604		
Utility Transmission and Distribution Lines and Pipelines not in Existing Easements or Rights-of-Way	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Section 5.604		

[amended 4/20/2009, Ord. 174-02]

Superior Charter Township Zoning Ordinance

Page 4 - 10

# EXHIBIT D

## Use Standards

### SECTION 5.100 RURAL USES

#### **Section 5.101 Agricultural Services and Farm Supply Stores.**

Agricultural service establishments, bulk feed and fertilizer supply outlets, farm supply stores, and similar uses shall be subject to the following:

1. Any retail store component of such uses shall conform with all parking, loading, screening, and other site development standards that apply to COMMERCIAL USES.
2. Farm products offered for sale shall include those grown or produced on land in Michigan, or made from products grown or produced on land in Michigan.
3. Any outdoor sales or display areas shall conform to the standards of Section 5.410 (Outdoor Sales or Display Areas).
4. Outdoor storage areas shall be adequately contained, and shall be screened from adjacent lots and road rights-of-way per Section 14.10D (Methods of Screening).
5. Storage, distribution, and processing of farm products as part of a permitted agricultural service establishment shall comply with the following:
  - a. Such uses shall not create a health or safety hazard, a nuisance, or have deleterious impact on the surrounding area either due to appearance or operation.
  - b. Such uses shall be maintained so that odor, dust, or noise shall not constitute a nuisance or hazard to adjoining lots and uses.
  - c. The storage of loose materials shall be contained and covered to prevent it from blowing onto adjacent properties and from access by small animals.
6. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval per Article 10.0 (Site Plan Review).

#### **Section 5.102 Farm-Based Tourism/Entertainment Activities.**

Farms providing tourism or entertainment-oriented facilities or activities for promotion

of agriculture, rural lifestyle or farm product sales shall be subject to the following:

1. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval per Article 10.0 (Site Plan Review). Such plan shall show the intended use and location of all structures, growing areas, parking facilities, roads and drives to be utilized by the public, pedestrian circulation, location of necessary sanitary facilities and service areas, and transition plantings or screening devices.
2. Screening shall be provided per Section 14.10D (Methods of Screening) where off-site abutting residential properties are occupied with dwelling structures within 200 feet of any area on the site occupied with sales or entertainment facilities. Crop growing areas of a depth of not less than 300 feet may be permitted to satisfy this requirement.
3. All facilities and improvements for permitted farm-based tourism or entertainment activities shall be located outside of all road rights-of-way and required yard setback areas.
4. Noise levels shall not exceed 65 decibels at any lot boundary or road right-of-way.
5. All exterior lighting for permitted farm-based tourism or entertainment activities shall be fully-shielded and directed downward to minimize off-site glare and light pollution. Such lighting shall not exceed 0.5 footcandles in intensity as measured at any lot boundary or road right-of-way.
6. The hours of operation of any outdoor entertainment facilities shall be subject to Planning Commission approval.
7. Farm-based tourism or entertainment activities shall conform to the applicable requirements of the Township's Outdoor Assemblies Ordinance (Ord. No. 23).

#### **Section 5.103 Farm Products Direct Marketing Business.**

Where farm products direct marketing businesses are listed in Article 4.0 (Land Use Table) as a permitted accessory use, such uses shall be accessory to an active farm operation. Such businesses shall include "U-Pick" commercial agriculture operations, direct sales to area restaurants, residents, and retail stores, Internet-based sales of farm products, and similar businesses.

#### **Section 5.104 Greenhouse, Nursery, or Tree Farm.**

The following shall apply to greenhouses, nurseries, and tree farms:

1. Storage, sales, and display areas shall comply with the minimum setback requirements for the zoning district in which the establishment is located.
2. Plant growing areas shall be located outside of all road rights-of-way and corner

clearance areas as defined in Section 3.208 (Corner Clearance Zones).

3. The storage of loose materials shall be contained and covered to prevent it from blowing onto adjacent properties and from access by small animals.
4. Where greenhouses, nurseries, and tree farms are listed in Article 4.0 (Land Use Table) as a permitted accessory use, such uses shall be accessory to an active farm operation.
5. Retail sales of greenhouse and nursery products shall be permitted as an accessory use, subject to site plan approval per Article 10.0 (Site Plan Review) and compliance with all parking, loading, screening, and other site development standards that apply to COMMERCIAL USES.

#### **Section 5.105 Keeping of Animals, Non-Farm.**

The standards of this Section shall not apply to keeping of animals as part of an active farm operation maintained in conformance with the Right to Farm Act (P.A. 93 of 1981, as amended) and Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture. Non-farm raising and keeping of domesticated animals and livestock shall be subject to the following:

1. Non-farm raising and keeping of such animals shall be clearly incidental to a single-family dwelling and not for income generation or remuneration.
2. The raising and keeping of fowl, rabbits, and similar small domesticated animals shall require a minimum lot area of one (1) acre. Structures or fenced areas for keeping of small domesticated animals shall be located not less than five (5) feet from adjacent lots and road rights-of-way.
3. The raising and keeping of horses, cows, sheep, goats, llamas and similar domesticated livestock shall require a minimum lot area of four (4) acres, and shall be subject to the following:
  - a. Lots between four (4) and five (5) acres in gross land area shall be limited to a maximum of three (3) such animals. Raising and keeping of such animals on lots five (5) acres and larger shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
  - b. Structures for keeping such animals shall be located not less than 75 feet from adjacent properties.
4. All animals shall be properly housed and fenced so as not to be a public nuisance.
5. All animal wastes shall be properly disposed of so as not to jeopardize the public health, safety, or welfare, or create a detrimental effect on the environment or on

neighboring properties.

6. Stables, barns, pens, and pastures shall be kept clean, and wastes shall be treated and handled in such a manner as to control flies and odor.

#### **Section 5.106 Kennel.**

The standards of this Section shall not apply to the keeping, or raising of fewer than four (4) animals of the same species that are more than six (6) months old (such as dogs, cats, outdoor fowl, or other domestic animals) for pets, breeding, showing, boarding, training, competition, or hunting purposes. Kennels shall be licensed as required by Washtenaw County or any other governmental agency with jurisdiction, and shall be subject to the following additional standards:

1. Kennels shall have a minimum lot area of ten (10) acres.
2. Structures or pens where animals are kept, outdoor runs, and exercise areas shall not be located in any required yard setback areas.
  - a. Such facilities shall be set back a minimum of 300 feet from road right-of-way, 100 feet from side and rear lot boundaries, and 50 feet from any watercourse.
  - b. Structures where animals are kept, outdoor runs and exercise areas shall be screened in accordance with Section 14.10D (Methods of Screening).
3. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
4. The kennel shall be established and maintained in accordance with applicable sanitation regulations.
5. Animals shall be adequately housed, fenced, and maintained so as not to be or become a public or private nuisance.
6. All animals shall be enclosed within a building at night.
7. All outdoor animal pens shall be enclosed with a six (6) foot high safety fence. Animal pen surfaces shall be of concrete pitched to contain and drain run-off from cleaning to a septic tank or other County approved system.
8. Preliminary and final site plans shall be required in accordance with Article 10.0 (Site Plan Review). The Planning Commission may impose other conditions and limitations deemed necessary to prevent or mitigate possible nuisances related to noise or odor.

### **Section 5.107 Private Riding Arenas and Boarding Stables.**

All stables and facilities for the private rearing, schooling and housing of horses, mules, ponies and similar equine riding animals shall be subject to the following:

1. A dwelling in a principal building for the property owner or operator of the private stable shall be located on the same or an adjoining lot.
2. Stables and facilities for the private rearing, schooling and housing of horses, mules, ponies and similar equine riding animals shall require a minimum lot area of four (4) acres, and shall be subject to the following:
  - a. Lots between four (4) and five (5) acres in gross land area shall be limited to a maximum of three (3) such animals. Private rearing, schooling and housing of such animals on lots five (5) acres and larger shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
  - b. All stable and arena buildings, corrals, and similar structures shall be located not less than 75 feet from adjacent properties.
3. Stable and arena buildings, corrals, and similar structures shall not be located within any required front yard setback, and shall be located no closer to any road rights-of-way than rear building line of any dwelling on the subject lot.
4. A fenced area for pasturing, exercising or riding such animals may extend to the front, rear or side lot boundaries. All such animals shall be kept confined within a fenced area when not being ridden, under harness, or when not in their stable and arena building, corral or similar structure.
5. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
6. There shall be no commercial activity, other than incidental sales not unusual for permitted RURAL USES or RESIDENTIAL USES.
7. Establishment or enlargement of such a facility shall be subject to approval of a certificate of zoning compliance per Section 1.07 (Certificates of Zoning Compliance). Approval of a building permit may be required if the facility is open to the public.

### **Section 5.108 Public or Commercial Riding Stables.**

Public or commercial riding stables and academies for the rearing, schooling and housing of horses, mules, ponies and similar equine riding animals available or intended for use by the public or for hire on a per diem, hourly, or weekly basis shall be subject to the following:

1. An accessory dwelling in a principal building for the property owner or operator of the facility shall be permitted per Section 5.201 (Accessory Dwelling).
2. The lot area shall not be less than 20 contiguous acres under single ownership.
3. Such public or commercial riding stables and academies shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
4. Stable and arena buildings, corrals, and similar structures for public or commercial riding stables and academies shall be located not less than 75 feet from adjacent properties.
5. Stable and arena buildings, corrals, and similar structures for public or commercial riding stables and academies shall not be located within any required front yard setback, and shall be located no closer to any road rights-of-way than rear building line of any dwelling on the subject lot.
6. Fenced areas for pasturing, exercising or riding such animals may extend to the front, rear or side lot lines. All such animals shall be kept confined within a fenced area when not being ridden, under harness, or when not in their stable and arena building, corral or similar structure:
7. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
8. Parking for patrons and employees shall be provided in compliance with Article 8.0 (Off-Street Parking and Loading Regulations). Such areas shall be screened per Section 14.10D (Methods of Screening).
9. Such uses shall be subject to site plan approval per Article 10.0 (Site Plan Review).

#### **Section 5.109 Roadside Stands.**

Roadside stands up to 400 square feet in gross floor area shall be permitted accessory to any RURAL USES, subject to the following:

1. Suitable trash containers shall be placed on the premises for public use.
2. The roadside stand structure(s) shall be set back outside of all road right-of-way. Such stands shall be removed from the roadside location during seasons when not in use.
3. Any roadside stand shall have at least five (5) off-street parking spaces, which need not be paved with asphalt or concrete. Parking spaces shall be located outside of road rights-of-way.

4. All signs used in connection with the use shall be temporary, and shall comply with the requirements of Article 9.0 (Signs). Such signs shall be removed when the stand is not in use.
5. Any roadside stand exceeding the limitations of this Section shall be subject to Conditional Use Permit approval as a farm-based tourism or entertainment facility per Section 5.102 (Farm-Based Tourism/Entertainment Activities).

#### **Section 5.110 Veterinary Clinics and Hospitals.**

Veterinary clinics and hospitals shall comply with the following:

1. All activities shall be conducted within a completely enclosed building, except that an outdoor exercise area shall be permitted, subject to the following:
  - a. Such areas shall be enclosed by a six (6) foot high safety fence.
  - b. Such exercise areas shall not be located in any required yard setback areas, and shall be set back a minimum of 50 feet from road rightsof- way, side and rear lot boundaries, and any watercourse.
  - c. Such areas shall be screened in accordance with Section 14.10D (Methods of Screening).
2. The facility shall be so constructed and maintained that odors, dust, noise, exterior lighting, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
3. Keeping of animals for overnight care shall be limited to the interior of the principal building. Treatment of non-domesticated animals shall be permitted.
4. Operation shall include proper control of animal waste, odor, and noise.
5. A site plan, drawn to scale, showing all intended site uses, shall be submitted for review and approval per Article 10.0 (Site Plan Review).

## EXHIBIT E

### Description of the Firehouse Parcel

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 412.70 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66 FEET WIDE); THENCE N02°56'20"W 222.00 FEET; THENCE S87°03'20"W 210.00 FEET; THENCE N02°56'20"W 204.70 FEET; THENCE S87°03'20"W 211.00 FEET; THENCE N02°56'20"W 160.33 FEET; THENCE N87°03'20"E 841.58 FEET; THENCE S02°10'00"E 587.11 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 8.15 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET AND THE SOUTH 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD AND SAID GEDDES ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

## EXHIBIT F

### Description of the Conservation Parcel

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 1716.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE); THENCE N02°10'00"W 334.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°10'00"W 1047.19 FEET; THENCE N87°03'20"E 1716.72 FEET; THENCE S02°10'00"E 794.37 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE); THENCE S87°03'20"W 1253.74 FEET; THENCE S02°56'40"E 252.80 FEET; THENCE S87°03'20"W 466.42 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 34.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

# EXHIBIT G Conservation Easement

## Conservation Easement

**DATE:** January \_\_, 2010

**GRANTOR:** HUMMANA, LLC and NYR82, LLC,  
Michigan limited liability companies  
28800 Orchard Lake Road, Suite 200  
Farmington Hills, MI 48334

**GRANTEE:** CHARTER TOWNSHIP OF SUPERIOR  
A Michigan municipal corporation  
3040 N. Prospect  
Ypsilanti, Michigan 48198

For purposes of this Conservation Easement, the Grantor, who is the current owner of the Subject Property, and all subsequent owners of the Subject Property, will be referred to as the "Grantor" throughout this Conservation Easement. The Township will be referred to as the "Township" throughout this Conservation Easement.

**PROPERTY:** COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 1716.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE); THENCE N02°10'00"W 334.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°10'00"W 1047.19 FEET; THENCE N87°03'20"E 1716.72 FEET; THENCE S02°10'00"E 794.37 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE); THENCE S87°03'20"W 1253.74 FEET; THENCE S02°56'40"E 252.80 FEET; THENCE S87°03'20"W 466.42 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 34.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**CONVEYANCE:** The Grantor conveys and warrants to the Township a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement.

**THE GRANTOR AND THE TOWNSHIP AGREE TO THE FOLLOWING:**

**1. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE GRANTOR AND THE TOWNSHIP.**

- a. This Conservation Easement assures that the Property will be perpetually preserved in its predominately natural, agricultural, and open space condition. The Purposes of this Conservation Easement are to protect the Property's natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for native plants and animals, and to maintain and enhance the natural features of the Property.
- b. The Grantor of the Property has committed to preserve the Conservation Values of the Property. The Grantor agrees to confine use of the Property to activities consistent with the Purposes of this Easement and the preservation of the conservation values in accordance with and subject to the terms of a certain Consent Judgment as set forth herein.
- c. The Township is a qualified Recipient of this Conservation Easement, is committed to preserving the Conservation Values of the Property, and is committed to upholding the terms of this Conservation Easement. The Township protects natural habitats of fish, wildlife, plants, and the ecosystems that support them. The Township also preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.

**2. CONSERVATION VALUES.** The Property possesses natural, scenic, historic, open space, scientific, biological, and ecological values of prominent importance to the Grantor, the Township, and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:

- a. **Open Space and Scenic:**
  - i. A scenic landscape and natural character which would be impaired by modification of the Property.
  - ii. Relief from urban closeness.
  - iii. Maintain the rural character of the area.
  - iv. Biological integrity of other land in the vicinity has been modified by intense urbanization, and the trend is expected to continue.

b. **Public Policy:**

- i. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52, "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction."
- ii. The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:
  - (1) Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 et seq.;
  - (2) Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.35501 et seq; (Legislative Findings § 324.35502);
  - (3) Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Act - MCL §§ 324.30301 et seq.; (Legislative Findings MCL § 324.30302);
  - (4) Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, aka "Section 404" Clean Water Act.);
  - (5) Coastal Zone Management Act, 16 USC §§ 1451 et seq.; (§§ 1451, 1452 Congressional Findings and Policy.);
  - (6) Shorelands Protection and Management, Part 323 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32301 et seq.;
  - (7) Inland Lakes and Streams, Part 301 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.30101 et seq.;
  - (8) Great Lakes Submerged Lands, Part 325 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.32501 et seq.;
  - (9) Farmland and Open Space Preservation, Part 361 of the

Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 et seq.;

- (10) Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.9101 et seq; 324.9301 et seq; (Legislative Policy § 324.9302).

c. **Farmland:**

- i. The Property has a history of agricultural usage.
- ii. The Property is located within Superior Township, a community presently experiencing rapid development, including the subdivision of prime farmland.

3. **BASELINE DOCUMENTATION.** Specific Conservation Values of the Property have been documented. This "Baseline Documentation" consists of maps, a depiction of existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs.

4. **PROHIBITED ACTIONS.** Any activity on, or use of, the Property which is inconsistent with the permitted uses and activities set forth herein or in the Consent Judgment entered in the case of *Hummana et al. v Superior Township*, Washtenaw County Circuit Court file number: 08-07-CZ, (hereafter the "Consent Judgment"), a copy of which is filed with the Washtenaw County Register of Deeds at Liber \_\_\_\_, Page \_\_\_\_, is expressly prohibited.

5. **PERMITTED USES.** The Grantor retains ownership rights which are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

a. **Agriculture.** Grantor retains the right to continue agricultural use. For purposes of this Conservation Easement agricultural use means substantially undeveloped land devoted to:

- i. The production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, captive cervidae, horses and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities, including road side stands for sale of Michigan produced farm and dairy products.

- ii. Riding trails for horses.

- iii. Pasturing of horses.
- iv. The use of farm machinery, rider mowers and all-terrain vehicles is permitted solely for agricultural purposes so long as their use remains consistent with the Conservation Values, as well as motorized maintenance and emergency vehicles.
- v. Grantor shall have the right to do the following in accordance with the plans approved by the Grantor and Grantee and as permitted by the Consent Judgment:
  - (1) Create paths, trails or roads for access and equestrian use.
  - (2) Plow, till or cultivate the soils or vegetation.
  - (3) Construct or place authorized utility lines.
  - (4) Store or dispose of vegetative debris such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside of the Easement Premises.
  - (5) Cut down, destroy, or otherwise alter or remove trees, tree limbs, shrubs, or other vegetation, whether living or dead within the Easement Premises expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; to control invasive non-native plant species that endanger the health of native species or as otherwise required or provided for farming and agricultural use or to build permitted agricultural structures, is permitted.
- b. **Structures.** Building will be limited to barns, storage buildings and animal shelters which involve a use related to agricultural activities that occur on the Conservation Parcel and have a maximum ground floor coverage of 15,000 square feet of total gross floor area and use of roadway stands for sale of Michigan produced farm and dairy products. Subject to the Michigan Right to Farm Act, buildings shall comply with the dimensional requirements contained in the Zoning Ordinance in effect at the time of applying for a Building Permit or Zoning Certificate of Compliance. To the extent that the rights contained in this paragraph conflict with the Open Space Preservation (OSP) Overlay district use or requirements than this paragraph shall be controlling.
- c. **Right to Maintain and Replace Existing Structures and Roads.** The Grantor retains the right to maintain, renovate and replace the existing structures, including fences and roads.
- d. **Right to Convey.** The Grantor retains the right to sell, mortgage,

bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and the subsequent Grantor will be bound by all obligations in this agreement.

- e. **Consent Judgment.** Anything contained herein, notwithstanding, those uses and activities identified in the Consent Judgment, including this Conservation Easement, shall dictate all allowed uses and the type and size of building allowed to be erected on the Conservation Parcel. Grantor may perform activities within the Easement Premises consistent with the Consent Judgment. Any activities shall be performed in a manner to minimize the adverse impacts to the Easement Area.

6. **RIGHTS OF THE TOWNSHIP.** The Grantor confers the following rights upon the Township to perpetually maintain the Conservation Values of the Property:

- a. **Right to Enter.** The Township, or its designated representative, has the right, upon prior notice, to enter the Property at reasonable times to monitor and enforce compliance with, or otherwise exercise its rights under, this Conservation Easement, the Consent Judgment and all other applicable Township Ordinances. The Township may not, however, unreasonably interfere with the Grantor's use and quiet enjoyment of the Property and the Township has no right to enter or permit others to enter the Property for purposes other than those set forth in this paragraph. The general public is not granted access to or use of the Property under this Conservation Easement.
- b. **Right to Preserve.** The Township has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
- c. **Right to Require Restoration.** The Township has the right to require the Grantor to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement.
- d. **Signs.** The Township has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Grantor's approval.

7. **TOWNSHIP'S REMEDIES.** This section addresses cumulative remedies of the Township and limitations on these remedies.

- a. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of the Township's right to eventually enforce the terms of this Conservation Easement.
- b. **Acts Beyond Grantor's Control.** The Township may not bring an action against the Grantor for modifications to the Property resulting from causes

beyond the Grantors' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or even an Grantor's well-intentioned action in response to an emergency resulting in changes to the Property. The Grantor has no responsibility under this Conservation Easement for such unintended modifications.

**c. Notice and Demand.**

- i. If the Township determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Township shall provide written notice to the Grantor. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.
- ii. The Grantor shall have fourteen (14) after the notice is issued to reply to the notice of violation by serving on the Township a written statement either:
  - (1) Acknowledging the violation and providing the Township with a statement of corrective action to be taken together with a timetable for taking action; or
  - (2) Disputing the violation and requesting a hearing.
- iii. If the Grantor acknowledges the violation and the plan of corrective action is acceptable, the Township shall provide the Grantor with written notice of its approval within 7 days of receiving Grantor's reply.

**d. Hearing on Violation.**

- i. If the Grantor disputes the violation or if the plan of corrective action is for any reason unacceptable to the Township, a hearing on the violation shall be held before the Township Board or such other body as is designated by the Township to conduct the hearing no later than 21 days after the date the Grantor's written reply is received by the Township.
- ii. If a hearing is held because the Grantor disputes the violation, the Grantor shall present evidence as to why there is no violation and after being given an opportunity to be heard, the Township shall determine whether the Grantor is in violation and if so, establish a plan of action and a timetable for compliance.
- iii. If the hearing is held because the Township objects to the Grantor's plan of corrective action, the Grantor shall present evidence as to

why its plan of corrective action is reasonable and after being given an opportunity to be heard, the Township may approve the Grantor's plan or modify as it deems appropriate.

e. **Failure to Act.**

i. The Township may bring an action in law or in equity to enforce the terms of the Conservation Easement If the Grantor fails to:

(1) Reply within the permitted time to the notice of violation, or

(2) Implement corrective measures in the manner and within the time permitted in the approved plan of correction action.

ii. The Township is entitled to seek an injunction to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Grantor to restore the Property. If the court determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall also reimburse the Township for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Township.

f. **Immediate and Irreparable Harm.** Notwithstanding the foregoing, if the Township determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required. The Township may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property.

g. **Unreasonable Litigation.** If the Township initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Township to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action and all incidental damages.

h. **Actual or Threatened Non-Compliance.** The Township's rights under this Section, Township Remedies, apply equally in the event of either actual or threatened violations of the terms of this Easement. The Township shall be entitled to seek injunctive relief and/or specific performance.

i. **Cumulative Remedies.** The preceding remedies of the Township are cumulative. Any, or all, of the remedies may be invoked by the Township if there is an actual or threatened violation of this Conservation Easement.

8. **CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.** This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 et seq. And the Township is qualified to hold conservation easements pursuant to this statute.
9. **OWNERSHIP COSTS AND LIABILITIES.** In accepting this Conservation Easement, the Township shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Township's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Township, its members, trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Grantor agrees to defend and hold the Township harmless against such claims.
10. **HAZARDOUS MATERIALS.** The Grantor has no knowledge of a release of hazardous substances or hazardous waste on the Property.
11. **CESSATION OF EXISTENCE.** If the Township shall cease to exist or if it fails to be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3), or if the Township is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. This entity shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3). The Township's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the cy pres doctrine.
12. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Code MCL 324.2140 et seq.
13. **NOTICES.** For purposes of this agreement, notices may be provided to either party by personal delivery or by mailing a written notice to the party by Overnight Delivery or First Class mail to the address first written above. Any party may change its address, by providing the other party notice of the new address in the manner provided herein.
14. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
15. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Grantor's and the Township's successors in interest. All

subsequent Grantors of the Property are bound to all provisions of this Conservation Easement to the same extent as the Grantor.

16. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
17. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.
18. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

*Signatures Page to Follow*

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**  
**HUMMANA, LLC,**  
a Michigan Limited Liability Company

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

On January \_\_\_\_\_, 2010, before me, a Notary Public, in and for said County, personally appeared before me \_\_\_\_\_, known to be the \_\_\_\_\_ of Hummana, LLC and who executed the above Consent Judgment, and acknowledged the same to be his free act and deed by authority given by the resolution of Hummana, LLC, a Michigan limited liability company.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**NYR82, LLC,**  
a Michigan limited liability company

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
COUNTY OF OAKLAND)

On January \_\_\_\_\_, 2010, before me, a Notary Public, in and for said County, personally appeared before me \_\_\_\_\_, known to be the \_\_\_\_\_ of NYR82, LLC and who executed the above Consent Judgment, and acknowledged the same to be his free act and deed by authority given by the resolution of NYR82, LLC, a Michigan limited liability company.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires:

**ACCEPTANCE OF CONSERVATION EASEMENT**

The acceptance of the Conservation Easement has been approved by the Charter Township of Superior on January \_\_\_\_, 2010; Grantee accepts the grant and agrees to its terms.

WITNESSES:

**GRANTEE:**  
**CHARTER TOWNSHIP OF SUPERIOR**  
a Michigan municipal corporation

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: William McFarlane  
Its: Supervisor

STATE OF MICHIGAN        )  
COUNTY OF WASHTENAW )

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of January, 2010, by William McFarlane, the Supervisor of the Charter Township of Superior, a Michigan municipal corporation.

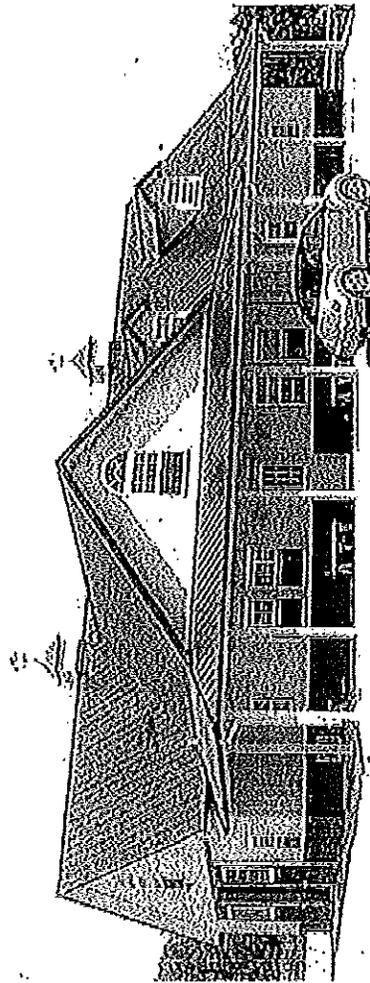
\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

## EXHIBIT H

### Description of Stables Parcel

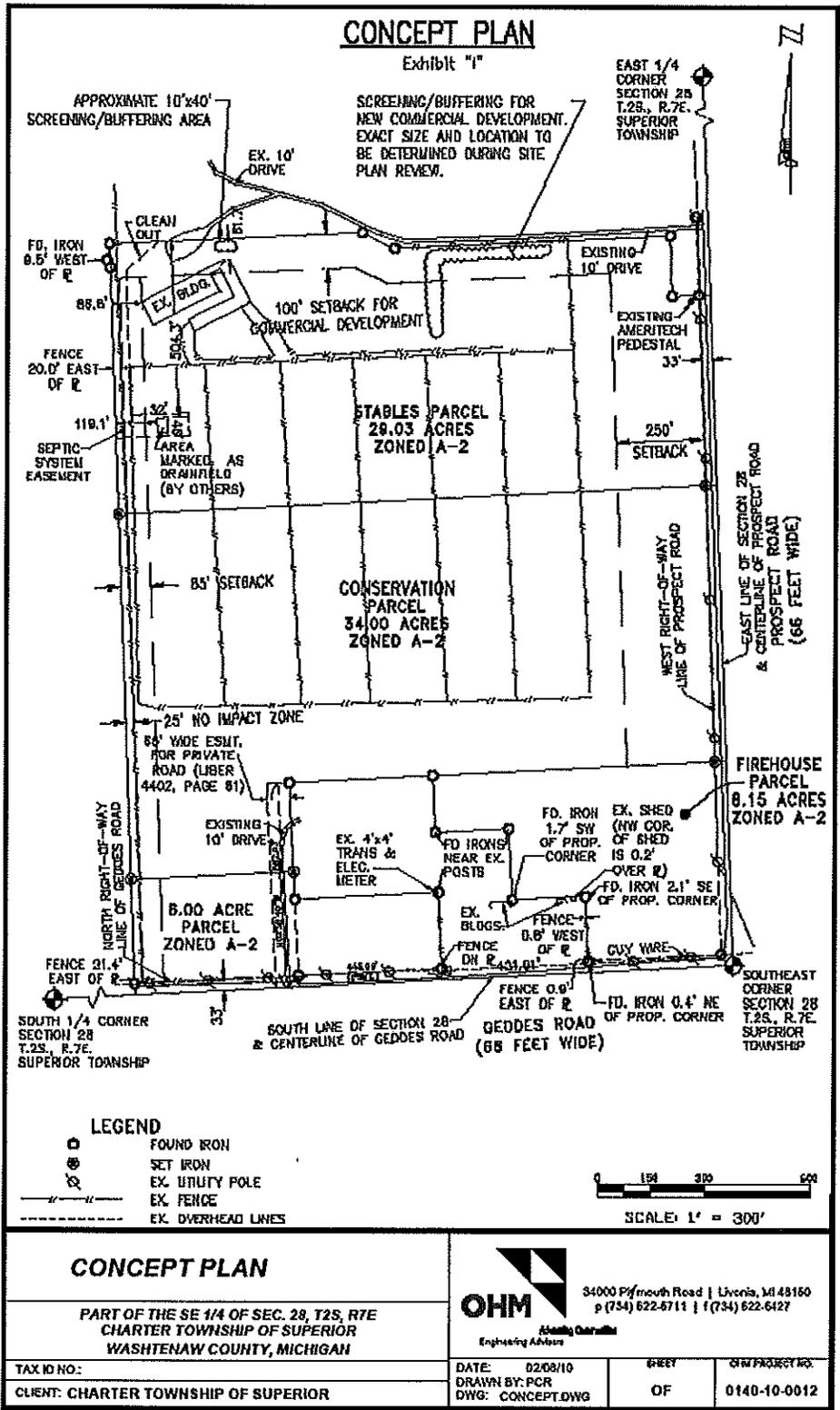
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 1716.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE); THENCE N02°10'00"W 1381.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°10'00"W 778.98 FEET; THENCE N87°18'30"E 726.88 FEET; THENCE S63°50'17"E 103.61 FEET; THENCE N87°18'30"E 790.55 FEET; THENCE S02°10'00"E 175.00 FEET; THENCE N87°18'30"E 108.00 FEET; THENCE S02°10'00"E 546.40 FEET ALONG THE EAST LINE OF SAID SECTION 28 AND THE CENTERLINE OF PROSPECT ROAD (66 FEET WIDE); THENCE S87°03'20"W 1716.72 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 29.03 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EAST 33 FEET THEREOF, AS OCCUPIED BY SAID PROSPECT ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

# EXHIBIT I Concept Plan



Proposed style of Feed Store. Store will be 2,500 to 5,000 square feet and the height is not to exceed the maximum allowed in the A-2 zone.  
Roofing and siding to be steel. Colors to match existing stable.  
Roof pitch to be a minimum of 6-12.

Scale: Approx. 1/8" = 1'



Notes to

# Concept Plan

1. A permanent setback of 85' along the entire west property line. Included in this setback shall be a 25' No Impact Zone for the purpose of preserving all trees and vegetation along the property line in order to screen the Subject Parcel from Hunters Creek.
2. The No Impact Zone is defined as:

An area where the plaintiff is not allowed or authorized in any way to cut down, destroy, or otherwise alter or remove trees, tree limbs, shrubs, or other vegetation, whether living or dead within the No Impact Zone premises unless expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; to control invasive non-native plant species that endanger the health of native species. The above requirements shall be perpetual and run with the land, applying to the plaintiffs, their assigns and successors.
3. A 250' setback from the Prospect Road right-of-way (66' total ROW or 33' from the center line of Prospect) for both the Stable Parcel and the Conservation Parcel. This setback is not required for the Firehouse Parcel. No buildings of any type shall be constructed within this setback. If any new commercial building is constructed on the Stable Parcel, this setback shall be perpetual on both the Stable Parcel and Conservation Parcel and run with the land, applying to the plaintiffs, their successors and assigns. If after eight years from the date the Consent Judgment is entered, and no new commercial building(s) are constructed on the Stable parcel as allowed in the Consent Judgment, this setback requirement will be eliminated for only the Stable Parcel and the setback requirement for the Stable Parcel along Prospect Road shall comply with the setback requirement for the A-2 district in existence at the time of construction. The 250' setback from Prospect Road right of way shall be permanent on the Conservation Parcel.
4. Any new commercial development on the Stable Parcel shall maintain a 100' setback from the north property line ("Donahue property").
5. Any new commercial development and the existing stable shall include screening/buffering as outlined by the Consent Judgment, and shown on this Concept Plan. New buildings on either parcel that are used for permitted principal uses under the A-2 district are not required to include screening/buffering. Buffering requirements for the Firehouse parcel is not required, but may be addressed and added during the site plan review process.
6. Except for the dimensional, setbacks and procedural requirements agreed to in this Concept Plan and the Consent Judgment, new buildings on the Stable

Parcel and the Conservation Parcel shall comply with all dimensional, setback and procedural requirements of the A-2 district as contained in the Zoning Ordinance in existence at the time the Consent Judgment is entered, unless eight years have lapsed from that date. After the eight years have lapsed, except for the dimensional, setbacks and procedural requirements agreed to in this Concept Plan and the Consent Judgment, new buildings on the Stable Parcel and the Conservation Parcel shall comply with all dimensional, setback and procedural requirements of the A-2 district as contained in the Zoning Ordinance in existence at the time of construction.

7. If any of the terms of this Concept Plan conflict with any terms included in the Consent Judgment, the terms of this Concept Plan shall control.
8. Terms of this Concept Plan may be modified using the procedures outlined in the Consent Judgment.

## EXHIBIT J

### Description of 6 Acre Parcel

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, T.2S., R.7E., SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S87°03'20"W 833.71 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 AND THE CENTERLINE OF GEDDES ROAD (66' WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING S87°03'20"W 883.05 FEET ALONG SAID CENTERLINE AND SAID SOUTH SECTION LINE; THENCE N02°10'00"W 334.27 FEET; THENCE N87°03'20"E 466.42 FEET; THENCE S02°56'40"E 80.19 FEET; THENCE N87°03'20"E 412.12 FEET; THENCE S02°56'20"E 254.05 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 28, CONTAINING 6.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 33 FEET THEREOF, AS OCCUPIED BY SAID GEDDES ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OFFICE OF  
WILLIAM McFARLANE  
SUPERVISOR

TOWNSHIP HALL  
3040 NORTH PROSPECT STREET  
COR. PROSPECT & CHERRY HILL RDS.  
YPSILANTI, MICHIGAN 48198  
TELEPHONE: (734) 482-6099  
FAX: (734) 482-3842

**CHARTER TOWNSHIP OF SUPERIOR**  
WASHTENAW COUNTY, MICHIGAN

TO: SUPERIOR TOWNSHIP BOARD OF TRUSTEES

FROM: WILLIAM MCFARLANE

DATE: 2/16/10

RE: HEALTH INSURANCE RENEWAL

Our current contract with Priority Health ends 3/1/10. We have received quotes from our agent Hylant Group for a renewal of our current Priority plan, and well as several other plans with Priority Health. We also received quotes for Blue Care Network and HAP (see attached documentation).

Please review the attached documentation. The Township budgeted for an 8% increase for health insurance in our 2010 budget. To renew our current plan is a 9.5% increase. I recommend we renew our current plan. However, the Township cannot sustain price increases every year. The State of Michigan legislators are proposing for 2011 and beyond, that all State municipal employees, including County, City and Township employees pay a portion of their health care in the future. Today, most private and public employers require employee contributions for health care coverage. Legislative proposals are currently being distributed recommending that all municipal employees contribute 20% toward their health insurance premiums beginning in 2011.

I am recommending the Township advise employees now that it is very likely they will be asked to contribute a portion of their health insurance premiums beginning in 2011. I recommend the Township consider a 5% shared cost for 2011 unless the State mandates a higher amount which would prevail.

# Superior Township Medical / Rx Cost Analysis

Effective Date: March 1, 2010  
Headcounts are based on: 9/10/2009 Census

Option Vendor	Current Priority Health	Renewal Priority Health	Alternate #4 BCN BCN5 HMO	Alternate #5 HAP HMO AF Plan
<b>Plan</b>	<b>Priority HMO 100%</b>	<b>Priority HMO 100%</b>	<b>BCN BCN5 HMO</b>	<b>HAP HMO AF Plan</b>
<b>Headcounts</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
Single	11	11	11	11
Double	10	10	10	10
Family	9	9	9	8
FC	0	0	0	0
<b>TOTAL<sup>1</sup></b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>29</b>
<b>Rates</b>				
Single	\$ 396.68	\$ 434.17	\$ 488.82	\$ 569.40
Double	\$ 872.69	\$ 955.16	\$ 1,124.28	\$ 1,309.63
Family	\$ 1,090.87	\$ 1,193.96	\$ 1,270.92	\$ 1,480.44
FC	\$ -	\$ -	\$ 244.41	\$ -
<b>Monthly Premium</b>	<b>\$ 22,908</b>	<b>\$ 25,073</b>	<b>\$ 28,058</b>	<b>\$ 31,203</b>
<b>Annual Premium</b>	<b>\$ 274,899</b>	<b>\$ 300,877</b>	<b>\$ 336,697</b>	<b>\$ 374,439</b>
<b>Annual Dollar Difference</b>				
	\$ -	\$ 25,979	\$ 61,799	\$ 99,540
<b>Percentage Change</b>				
		9.5%	22.5%	36.2%
<b>Plan Design Summary<sup>2</sup></b>				
<b>Underwriting Required?</b>	No	No	No	No
<b>Life Required?</b>	No	No	No	No
<b>Deductible (Individual / Family)</b>	None	None	None	None
<b>Coinsurance (In Network / Out-of-Network)</b>	100%	100%	100%	100%
<b>OOPM Maximum (Includes Deductible) (Individual / Family)</b>	None	None	None	None
<b>Office Visit Copay</b>	\$15 copay	\$15 copay	\$15 copay	\$10 copay
<b>Chiropractic Office Visit Copay</b>	\$15 copay (up to 30 visits/cal yr)	\$15 copay (up to 30 visits/cal yr)	\$15 copay	Not covered
<b>Specialist Copay</b>	\$15 copay	\$15 copay	\$15 copay	\$10 copay
<b>ER Copay</b>	\$50 copay	\$50 copay	\$50 copay	\$50 copay
<b>Urgent Care Copay</b>	\$15 copay	\$15 copay	\$35 copay	\$10 copay
<b>Prescription Drugs</b>				
<b>Generic</b>	\$10	\$10	\$10	\$10
<b>Brand (Formulary / Non-Formulary)</b>	\$30	\$30	\$40	\$40
<b>Oral Contraceptives</b>	Included	Included	Included	Included
<b>Mail Order Program</b>	2x Retail copay	2x Retail copay	2x Retail copay	2x Retail copay
<b>90 Day Retail</b>	Included	Included	Included	Included

1) Family Continuation enrollment *excluded* from TOTAL.  
2) Illustrated deductible and OOPM represent In-Network amounts.  
\*Mr. Church will not be covered on this plan as he is outside of coverage range.



# PRIORITY HEALTH RENEWAL OPTIONS

	OUR CURRENT 2009 RATES	RENEWAL	ALTRNATIVE #2	ALTERNATIVE #3	NUMBER WE HAVE SINGLE/COUPLE/FAMILY WE HAVE ON POLICY
SINGLE	\$ 396.68	\$ 434.17	\$ 422.75	\$ 418.48	9
COUPLE	\$ 872.69	\$ 955.16	\$ 930.06	\$ 920.66	11
FAMILY	\$ 1,090.87	\$ 1,193.96	\$ 1,162.57	\$ 1,150.82	5
SINGLE COSTS	\$ 42,841.44	\$ 46,890.36	\$ 45,657.00	\$ 45,195.84	
COUPLE COSTS	\$ 115,195.08	\$ 126,081.12	\$ 122,767.92	\$ 121,527.12	
FAMILY COSTS	\$ 65,452.20	\$ 71,637.60	\$ 69,754.20	\$ 69,049.20	
	<b>ANNUAL COST</b>	<b>ANNUAL COST</b>	<b>ANNUAL COST</b>	<b>ANNUAL COST</b>	
	\$ 223,488.72	\$ 244,609.08	\$ 238,179.12	\$ 235,772.16	
	<b>TOTAL DOLLAR INCREASE PER YEAR</b>				
	\$ 21,120.36	\$ 14,690.40	\$ 12,283.44		
	<b>PERCENT INCREASE PER YEAR</b>				
	9.5%	6.6%	5.5%		

\$ 6,429.96 AMOUNT TOWNSHIP WOULD SAVE BY CHANGING TO ALTERNATIVE #2 RATHER THAN RENEWING CURRENT PLAN.

\$ 8,836.92 AMOUNT TOWNSHIP WOULD SAVE BY CHANGING TO ALTERNATIVE #3 RATHER THAN RENEWING CURRENT PLAN.

CHANGES IN COVERAGE (ALL CHANGES IN RED)

OUR CURRENT 2009 RATES	RENEWAL	ALTRNATIVE #2	ALTERNATIVE #3
<b>Plan Design Summary <sup>2</sup></b>			
Underwriting Required?	No	No	No
Life Required?	No	No	No
Deductible (Individual / Family)	None	None	None
Coinsurance (In Network / Out-of-Network)	100%	100%	100%
OPM Maximum (Includes Deductible) (Individual / Family)	None	None	None
Office Visit Copay	\$15 copay	\$15 copay	\$20 copay
Chiropractic Office Visit Copay	\$15 copay (up to 30 visits/calyr)	\$15 copay (up to 30 visits/calyr)	\$20 copay (up to 30 visits/calyr)
Specialist Copay	\$15 copay	\$30 copay	\$35 copay
ER Copay	\$50 copay	\$100 copay	\$100 copay
Urgent Care Copay	\$15 copay	\$45 copay	\$50 copay
<b>Prescription Drugs</b>			
Generic	\$10	\$10	\$10
Brand (Formulary / Non-Formulary)	\$30	\$30	\$30
Oral Contraceptives	Included	Included	Included
Mail Order Program	2x Retail copay	2x Retail copay	2x Retail copay
90 Day Retail	Included	Included	Included



**CHARTER TOWNSHIP OF SUPERIOR**  
WASHTENAW COUNTY, MICHIGAN

February 8, 2010

TO: Board of Trustee's

FM: William McFarlane, Supervisor

RE: Excess Equipment in Building Department

The Superior Township Building Department has downsized because of the economy. Currently the Building department has two vehicles and three lap top computers with one Inspector. Therefore, I propose the Building Department sell one vehicle and one lap top to the General Fund. The General Fund would then allow General Fund drivers to use the vehicle for Township business. This would be primarily the Assessors office. The lap top computer would also be used by the Assessor for field work. The extra lap top computer would remain with the Building Fund to be used as a reserve when necessary.

The extra vehicle is a 2002 Ford Explorer. I recommend the General Fund pay the Building Fund \$3,600.00 (see attached blue book estimates for used vehicle).

The Assessing Department has been using one of the extra lap top computers. I would recommend the Building Department sell that lap top to the General Fund for \$350.00. The Building Department checked with the Township computer support for an estimate For a fair price.

The General Fund would then assume the cost of maintenance for the vehicle and computer. Proposed budget amendments for the paper trail are in the Board agenda.



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**WE ARE PROFESSIONAL GRADE**



**SHOP GMC**

**2002 Ford Explorer Sport Utility 4D**

BLUE BOOK<sup>®</sup> PRIVATE PARTY VALUE



Condition	Value
Excellent	\$5,160
Good	\$4,735
✓ Fair (Selected)	\$4,210

**Vehicle Highlights**

**Mileage:** 88,350  
**Engine:** V6 4.0 Liter  
**Transmission:** Automatic  
**Drivetrain:** 4WD

**Selected Equipment**

Standard		
XLS	Tilt Wheel	ABS (4-Wheel)
Air Conditioning	Cruise Control	Roof Rack
Power Steering	AM/FM Stereo	Privacy Glass
Power Windows	Cassette	
Power Door Locks	Dual Front Air Bags	

**Blue Book Private Party Value**

Kelley Blue Book Private Party Value is the amount a buyer can expect to pay when buying a used car from a private party. The Private Party Value assumes the vehicle is sold "As Is" and carries no warranty (other than any remaining factory warranty). The final sale price may vary depending on the vehicle's actual condition and local market conditions. This value may also be used to derive Fair Market Value for insurance and vehicle donation purposes.

**Vehicle Condition Ratings**

**Excellent**



**\$5,160**

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.
- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

advertisement



**WE ARE PROFESSIONAL GRADE**



**SHOP GMC**

Close Window

**Good****\$4,735**

- Free of any major defects.
- Clean title history, the paints, body, and interior have only minor (if any) blemishes, and there are no major mechanical problems.
- Little or no rust on this vehicle.
- Tires match and have substantial tread wear left.
- A "good" vehicle will need some reconditioning to be sold at retail.

Most consumer owned vehicles fall into this category.

✓ **Fair** (Selected)**\$4,210**

- Some mechanical or cosmetic defects and needs servicing but is still in reasonable running condition.
- Clean title history, the paint, body and/or interior need work performed by a professional.
- Tires may need to be replaced.
- There may be some repairable rust damage.

**Poor****N/A**

- Severe mechanical and/or cosmetic defects and is in poor running condition.
- May have problems that cannot be readily fixed such as a damaged frame or a rusted-through body.
- Branded title (salvage, flood, etc.) or unsubstantiated mileage.

Kelley Blue Book does not attempt to report a value on a "poor" vehicle because the value of these vehicles varies greatly. A vehicle in poor condition may require an independent appraisal to determine its value.

\* Michigan 2/8/2010



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advertisement

**GMC**

**WE ARE PROFESSIONAL GRADE**



**SHOP GMC**

**2002 Ford Explorer Sport Utility 4D**

**BLUE BOOK<sup>SM</sup> TRADE-IN VALUE**



Condition	Value
Excellent	\$3,325
Good	\$2,975
✓ Fair (Selected)	\$2,400

**Vehicle Highlights**

**Mileage:** 88,350  
**Engine:** V6 4.0 Liter  
**Transmission:** Automatic  
**Drivetrain:** 4WD

**Selected Equipment**

Standard		
XLS	Tilt Wheel	ABS (4-Wheel)
Air Conditioning	Cruise Control	Roof Rack
Power Steering	AM/FM Stereo	Privacy Glass
Power Windows	Cassette	
Power Door Locks	Dual Front Air Bags	

**Blue Book Trade-In Value**

Kelley Blue Book Trade-In Value is the amount consumers can expect to receive from a dealer for a trade-in vehicle, assuming an accurate appraisal of the vehicle's condition, mileage and features. This value will likely be less than the Private Party Value because the reselling dealer incurs the cost of safety inspections, reconditioning and other costs of doing business.

**Vehicle Condition Ratings**

**Excellent**



**\$3,325**

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.
- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

**Good**

advertisement

**GMC**

**WE ARE PROFESSIONAL GRADE**



**SHOP GMC**

Close Window

**Good**

**\$2,975**

- Free of any major defects.
- Clean title history, the paints, body, and interior have only minor (if any) blemishes, and there are no major mechanical problems.
- Little or no rust on this vehicle.
- Tires match and have substantial tread wear left.
- A "good" vehicle will need some reconditioning to be sold at retail.

Most consumer owned vehicles fall into this category.

**Fair** (Selected)

**Fair**

**\$2,400**

- Some mechanical or cosmetic defects and needs servicing but is still in reasonable running condition.
- Clean title history, the paint, body and/or interior need work performed by a professional.
- Tires may need to be replaced.
- There may be some repairable rust damage.

**Poor**

**Poor**

**N/A**

- Severe mechanical and/or cosmetic defects and is in poor running condition.
- May have problems that cannot be readily fixed such as a damaged frame or a rusted-through body.
- Branded title (salvage, flood, etc.) or unsubstantiated mileage.

Kelley Blue Book does not attempt to report a value on a "poor" vehicle because the value of these vehicles varies greatly. A vehicle in poor condition may require an independent appraisal to determine its value.

\* Michigan 2/8/2010

OFFICE OF  
**WILLIAM McFARLANE**  
SUPERVISOR

TOWNSHIP HALL  
3040 NORTH PROSPECT STREET  
COR. PROSPECT & CHERRY HILL RDS.  
YPSILANTI, MICHIGAN 48198  
TELEPHONE: (734) 482-6099  
FAX: (734) 482-3842

**CHARTER TOWNSHIP OF SUPERIOR**  
WASHTENAW COUNTY, MICHIGAN

February 5, 2010

TO: Board of Trustee's

FM: William McFarlane, Supervisor

RE: Township Cell Phones

The Township Building Department currently has two cell phones for use in the field while making inspections. The cost is approximately thirty dollars per phone per month. In order to save money and still have communications with Township personnel I would recommend the following. Discontinue the contract for the two cell telephones saving approximately sixty dollars per month for the Building fund. Offer the Building official a monthly allowance of twenty dollars for using his personal cell phone. The field assessor is currently without a cell phone. I would suggest the same arrangement be made where the field assessor shall be given a monthly allowance of twenty dollars to use their personal cell phone.

Having communications in the field has bountiful reasons for safety and efficiency. Both the Building Official and the Field Assessor have agreed to the concept.

To: Superior Township Board  
From: Superior Township Fire Department  
Date: January 30, 2010   
Ref: Treadmill Replacement

The Superior Township Fire Department is request board approval for the replacement of the treadmill at station 1. The current treadmill is no longer operational.

Our current treadmill was purchased with the assistance of an A.F.G. grant in December 2002. The treadmill was only one of the pieces of equipment purchased using the grant money, the grant was aimed at maintaining and/or improving the fire fighters fitness, stamina, and injury prevention. Personnel have averaged between 75 and 100 miles per month, the equipment is used by both on-duty and off-duty fire fighters.

Captain Judson conducted a review of equipment and discussed recommendations from local distributors to determine the equipment standards that would meet our needs. It was determined that a light commercial treadmill would be best suited for our level of usage and the physical size of personnel using it.

Bids were requested from three local distributors for a True PS 900 Treadmill. The three bids ranged in price from three thousand one hundred ten dollars (\$3110.00) to four thousand forty nine dollars and ninety four cents (\$4049.94). The lowest bid was from Fitness Things, Inc., this distributor is located in Plymouth. They are one of the equipment shops that were used to purchase equipment on the original purchase in 2002.

Superior Township Fire Department is requesting board approval for the replacement of the treadmill at station 1 from Fitness Things, Inc. at a cost of three thousand one hundred ten dollars (\$3110.00).

TO: SUPERIOR TWP BOARD OF TRUSTEES  
FROM: SUSAN MUMM, TECHNOLOGY ADMINISTRATOR  
DATE: 2/16/09  
RE: NEW SHREDDER

The Township's shredder has broken and cannot be repaired. I have done a survey of all departments as to how much material they need to shred per year.

I have researched various shredders from the office supply companies we deal with and suggest any of the following:

**Option #1 Supplier: Quill Office Supply**

Fellowes Powershred C-380  
Recommended for 10+ Users  
15" Opening  
Shreds 26-28 sheets at a time  
3 year product & service warranty lifetime warranty on cutter **\$1,567.99**  
Strip cut (Less secure than confetti cut and more bulky)  
NOTE: Staples shows this exact model for \$2,299.00!!

**Option #2 Supplier: Office Express**

Fellowes FEL 38485  
Recommended for 10+ Users  
16" Opening  
Shreds 24 sheets at a time  
3 year product & service warranty lifetime warranty on cutter **\$2,799.99**  
Confetti Cut (more secure and less bulky than strip cut)

**Option #3 Supplier: Staples**

Fellowes Powershred C420-C  
Recommended for large offices (Does not say how many people)  
16" opening  
Cross-Cut (More Secure and less bulky than strip cut)  
Shreds 24-26 sheets at a time  
3 year product & service warranty lifetime warranty on cutter **\$2,899.00**





FIRE FUND PROPOSED BUDGET AMENDMENTS		10- February 16, 2010	
BUDGET LINE #	DESCRIPTION	DEBIT CREDIT COMMENTS	
206-000-393-000	GENERAL RESERVE	\$ 18,000.00 DECREASE	AT THE END OF EACH YEAR, I TABULATE ALL THE BENEFIT TIME IN STAFF MEMBERS BENEFIT BANKS.
206-000-393-050	ACCRUED ABSENCES RESERVE	INCREASE \$ 18,000.00	WE THEN INCREASE OR DECREASE OUR ACCRUED ABSENCES RESERVE TO MATCH THIS LIABILITY.
			AS OF 12/31/09, THE FIRE FUND IS \$48,000 SHORT.
	<b>TOTAL OF DEBITS AND CREDITS</b>	<b>\$ 18,000.00 \$ 18,000.00</b>	IN THE 2010 BUDGET, WE HAVE BUDGETED TO ADD \$30,000. SO, IF WE TRANSFER \$18,000 FROM OUR GENERAL RESERVE TO THE ACCRUED ABSENCES RESERVE, IT WILL THEN HAVE THE PROPER AMOUNT IN IT. THIS WILL ALL BE RECALCULATED IN FEB 2011, AND AGAIN ADJUSTED..

SUPERIOR TOWNSHIP

# BILLS FOR PAYMENT

DATE: FEBRAURY 16, 2010

TOTAL AMOUNTS TO BE RELEASED FROM EACH FUND

GENERAL	\$	1,082.50
LEGAL DEFENSE		
FIRE		NONE TO SUBMIT
LAW		
BUILDING		NONE TO SUBMIT
UTILITIES		
GRAND TOTAL	\$	1,082.50

SUBMITTED BY: SUSAN MUMM, ACCOUNTANT

# BILLS FOR PAYMENT

DATE: FEBRUARY 16, 2010

## GENERAL FUND

AMOUNT	TO WHOM	DESCRIPTION
\$ 1,082.50	OHM	ENG RE HARRIS NON-MOTORE TRAIL

## LEGAL DEFENSE FUND

\$ 1,082.50 TOTAL

NONE TO SUBMIT

TOTAL

## FIRE FUND

AMOUNT	TO WHOM	DESCRIPTION

NONE TO SUBMIT

TOTAL

## LAW FUND

NONE TO SUBMIT

\$ - TOTAL

## BUILDING FUND

AMOUNT	TO WHOM	DESCRIPTION

NONE TO SUBMIT

# Record of Disbursements

**Date:** FEBRAURY 16, 2010

\*Contains all checks written since last report was submitted for the following funds:

- General
- Fire
- Building
- Law
- Park
- Water & Sewer

Note: Some of these checks were presented to the board for approval. All others are either pre-approved or under \$1,000.00

SUBMITTED BY: SUSAN MUMM, ACCOUNTANT

GENERAL FUND CHECK REGISTER  
 CHECK DATE FROM 01/14/2010 - 02/11/2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
1/15/2010	GENL 31201	JOHN HUDSON	MILEAGE HUDSON 1/4--1/14	58.85	
1/15/2010	GENL 31202	PAULA CALOPISIS	MILEAGE PAULA 12/3--12/30	63.80	
1/15/2010	GENL 31203	BRENDA MCKINNEY	MILEAGE BRENDA 1/5--1/12	24.50	
1/15/2010	GENL 31204	BRENDA MCKINNEY	MILEAGE BRENDA DEC 09	38.50	
1/19/2010	GENL 31205	CAVALIER TELEPHONE	TELEPHONE BILL	461.43	
1/19/2010	GENL 31206	COMCAST	INTERNET SERVICES	63.95	
1/19/2010	GENL 31207	D.C. PUMMILL BUSINESS FORMS INC.	PERSONAL PROPERTY TAX SETS	241.67	
1/19/2010	GENL 31208	OSCAR MEDRANO	DUMP TICKET REIMBURSEMENT	50.00	
1/19/2010	GENL 31209	STAPLES BUSINESS ADVANTAGE	SUPPLIES	87.67	
1/19/2010	GENL 31210	STAPLES BUSINESS ADVANTAGE	SUPPLIES	119.47	
1/19/2010	GENL 31211	YPSILANTI TOWNSHIP	COMPOST	4,724.80	
1/19/2010	GENL 31212	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 1/21 PAYROLL	26,364.90	
1/19/2010	GENL 31213	KAREN TYLER	MILEAGE KAREN 1/5--1/15	42.50	
1/21/2010	GENL 31214	CIT TECHNOLOGY FIN SERV, INC.	IMAGISTICS COPIER PAYMENT JAN 10	163.72	
1/21/2010	GENL 31215	MICHIGAN MUNICIPAL TREASURER'S ASSOCIATION	2010 DUES MIC TREAS ASSOC	50.00	
1/21/2010	GENL 31216	MICHIGAN TOWNSHIP'S ASSOCIATION	BOARD OF REVIEW TRAINING	255.00	
1/21/2010	GENL 31217	OCE IMAGISTICS INC.	COPIES OCT -DEC 2009	275.86	
1/21/2010	GENL 31218	PITNEY BOWES INC	JAN POSTAGE METER PAYMENT	316.00	
1/21/2010	GENL 31219	RICOH AMERICAS CORPORATION	COLOR COPIES	136.48	
1/21/2010	GENL 31220	RICOH AMERICAS CORPORATION	JAN RICOH COPIER PAYMENT	319.18	
1/21/2010	GENL 31221	SHARED SERVICES, LLC	SYNOPSIS, HEARING ORD, MEETING	172.80	
1/21/2010	GENL 31222	WASHTEENAW COUNTY ROAD COMMISSION	CHARGES HARRIS NON-MOTOR TRAIL	138.46	
1/21/2010	GENL 31223	MICHIGAN TOWNSHIP'S ASSOCIATION	BOARD OF REVIEW TRAINING BOOKS	94.50	
1/21/2010	GENL 31224	READING & ETTER	LEGAL SERV DEC	75.00	
1/21/2010	GENL 31225	FINK & VALVO PLLC	LEGAL SERV RE ZONING MATTERS	602.64	
1/21/2010	GENL 31226	ORCHARD, HILTZ & MCCLIMENT	ENG RE GEDDES #1 NON-MOTOR TRAIL	4,709.50	
1/21/2010	GENL 31227	ORCHARD, HILTZ & MCCLIMENT	ENG SERV RE EECBG APPLICATION	4,278.00	
1/21/2010	GENL 31228	ORCHARD, HILTZ & MCCLIMENT	MISC ENG SERVICES DEC 09	3,580.00	
1/21/2010	GENL 31229	DONALD PENNINGTON	PLANNING SERVICES FOR TWP DEC 09	2,372.50	
1/22/2010	GENL 31230	AMERICAN UNITED LIFE INSURANCE CO	FEB LIFE INSUR	153.22	
1/22/2010	GENL 31231	PRIORITY HEALTH	FEB PRIORITY INSUR	4,204.80	
1/22/2010	GENL 31232	VISION SERVICE PLAN	FEB VISION INSUR	185.23	
1/25/2010	GENL 31233	DELTA DENTAL	FEB DENTAL INSUR	724.35	
1/27/2010	GENL 31234	ABSOPURE WATER COMPANY	5 GALLON SPRING WATER	30.00	
1/27/2010	GENL 31235	CULLIGAN	WATER SOFTENER	26.49	
1/27/2010	GENL 31236	YPSILANTI TOWNSHIP	DECEMBER COMPOST	164.50	
1/27/2010	GENL 31237	SUPERIOR TWP PAYROLL FUND	JAN HCSP	1,150.00	

DATE	ACCOUNT	DESCRIPTION	AMOUNT
1/27/2010	GENL 31238	SUPERIOR TWP PAYROLL FUND	2,729.69
1/27/2010	GENL 31239	SUPERIOR TWP PAYROLL FUND	1,701.62
1/27/2010	GENL 31240	SUPERIOR TOWNSHIP BUILDING FUND	676.20
1/27/2010	GENL 31241	SUPERIOR TOWNSHIP BUILDING FUND	587.99
2/1/2010	GENL 31242	AL WALTERS HEATING	68.00
2/1/2010	GENL 31243	AUTOMATED RESOURCE MANAGEMENT PAYROLL SERV W-2'S AND 1099'S	307.00
2/1/2010	GENL 31244	JOHN HUDSON	71.00
2/1/2010	GENL 31245	KAREN TYLER	33.00
2/1/2010	GENL 31246	SHARED SERVICES, LLC	16.00
2/1/2010	GENL 31247	WILLIAM MCFARLANE	245.00
2/1/2010	GENL 31248	PETTY CASH/ KAREN TYLER	43.74
2/1/2010	GENL 31249	AL'S CLEANING SERVICE	117.00
2/1/2010	GENL 31250	SUPERIOR TWP PAYROLL FUND	25.43
2/2/2010	GENL 31251	RECYCLE ANN ARBOR	238.00
2/2/2010	GENL 31252	SUPERIOR TWP PAYROLL FUND	22,097.51
2/2/2010	GENL 31253	SUPERIOR TOWNSHIP TAX FUND	100.70
2/3/2010	GENL 31254	ABSOPURE WATER COMPANY	38.00
2/3/2010	GENL 31255	GENPOWER PRODUCTS, INC.	950.00
2/3/2010	GENL 31256	REPUBLIC WASTE SERVICES #241	573.00
2/3/2010	GENL 31257	STAPLES BUSINESS ADVANTAGE	533.52
2/3/2010	GENL 31258	PAULA CALOPOISIS	43.00
2/4/2010	GENL 31259	DIANE AHO	51.00
2/4/2010	GENL 31260	TOTAL DETAIL	180.00
2/5/2010	GENL 31261	ORCHARD, HILTZ & MCCLIMENT	372.00
2/8/2010	GENL 31262	ABSOPURE WATER COMPANY	27.00
2/8/2010	GENL 31263	AVAYA, INC.	102.01
2/8/2010	GENL 31264	CONGDON'S	4.48
2/8/2010	GENL 31265	DTE GAS	174.72
2/8/2010	GENL 31266	DTE GAS	501.46
2/8/2010	GENL 31267	SPEARS FIRE & SAFETY	84.80
2/8/2010	GENL 31268	SPEARS FIRE & SAFETY	109.70
2/8/2010	GENL 31269	STAPLES BUSINESS ADVANTAGE	136.57
2/8/2010	GENL 31270	TERMINIX PROCESSING CENTER	65.00
2/8/2010	GENL 31271	YPSILANTI TOWNSHIP	127.45
2/8/2010	GENL 31272	DONALD PENNINGTON	617.50
2/8/2010	GENL 31273	PAULA CALOPOISIS	21.19
2/8/2010	GENL 31274	AUTOMATED RESOURCE MANAGEMENT PAYROLL PREP JAN 2010	199.80
2/9/2010	GENL 31275	WASHTENAW CO. SOIL EROSION	65.00
2/10/2010	GENL 31276	SHARED SERVICES, LLC	28.80
2/10/2010	GENL 31277	AT&T	58.86
2/10/2010	GENL 31278	AT&T	58.86
2/11/2010	GENL 31279	ABSOPURE WATER COMPANY	38.00
2/11/2010	GENL 31280	CIT TECHNOLOGY FIN SERV, INC.	163.72

JAN MERS #2  
JON JOHN HANCOCK  
RICK SALARY SPLIT JAN 10  
RICK SALARY SPLIT JAN  
REPAIR GARAGE HEATER  
MILEAGE HUDSON 1/18--1/29  
MILEAGE KAREN 1/20--1/29  
MINUTES  
MILEAGE & PARKING BILL MTA AND MISC  
POSTAGE, BLDG SUPPLIES, PRINTING  
CLEANING TWP HALL 1/19 1/20  
JAN MERS #2 ADJUST  
MISC COMPUTER EQUIP TP RECYCLE  
CASH TRANSFERS 2/4 PAYROLL  
TAX PAYMENT ON ELECTION REIM CHECK  
JANUARY WATER COOLER RENTAL  
GENERATOR MAINTENANCE  
300 SOLID WASTE TAGS  
SUPPLIES  
MILEAGE PAULA 1/12--1/28  
MILEAGE AHO 1/6--1/21  
PROFESSIONAL CLEANING OF OFRD EXPLOR  
ENG REGARDING EECBG GRANT  
5 GALLON SPRING WATER  
01/26/10-02/25/10 PHONE MAINTENANCE  
SUPPLIES  
JANUARY GAS/HEATING BILL  
JANUARY GAS/HEATING BILL  
FIRE EXTINGUISHER MAINTENANCE  
FIRE EXTINGUISHER  
SUPPLIES  
PEST CONTROL  
COMPOST  
PLANNING SERV JAN NON PROJECT  
REIMB FOR RUBBER BOOTS  
SOIL EROSION FEE NON-MOTOR HARRIS TRA  
ZONING ORD FEES AMENDS  
UTIL DEPT AT&T BOOK LISTING 2010  
AT&T PHONEBOOK LISTING 2010  
FEBRUARY WATER COOLER RENTAL  
FEBRUARY COPIER LEASE PAYMENT

2/11/2010	GENL 31281	COMCAST	JANUARY INTERNET SERVICES	63.95
2/11/2010	GENL 31282	DTE ELECTRIC	JANUARY ELECTRICITY	634.61
2/11/2010	GENL 31283	DTE GAS	JANUARY GAS/HEATING BILL	455.70
2/11/2010	GENL 31284	GBS INC.	VOTER ID CARDS	54.53
2/11/2010	GENL 31285	THOMAS FRUTOS	DUMP TICKET REIMBURSEMENT	22.00

TOTAL OF 84 Checks:				91,458.18
TOTAL OF 1 Void Checks:				676.20

TOTAL - 85 Checks: 92,134.38

FIRE FUDN CHECK REGISTER  
 CHECK DATE FROM 01/14/2010 - 02/11/2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
1/14/2010	FIRE 18968	AMERICAN AQUA, INC.	WATER SOFTENER	108.00	
1/14/2010	FIRE 18969	BATTERIES PLUS - 389	REBUILT BATTERIES	129.98	
1/14/2010	FIRE 18970	METROPOLITAN UNIFORM COMPANY	TROUSERS FOR DICKINSON	113.98	
1/14/2010	FIRE 18971	RICOH AMERICAS CORPORATION	COPIES FOR COPIER	132.70	
1/14/2010	FIRE 18972	YONO'S BP	GASOLINE FOR SMALL ENGINES	34.25	
1/19/2010	FIRE 18973	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 1/21 PAYROLL	36,077.22	
1/22/2010	FIRE 18974	AMERICAN UNITED LIFE INSURANCE CO	FEB LIFE INSUR	102.15	
1/22/2010	FIRE 18975	PRIORITY HEALTH	FEB PRIORITY INSUR RETIREES	1,269.37	
1/22/2010	FIRE 18976	PRIORITY HEALTH	FEB PRIORITY INSUR	7,993.09	
1/25/2010	FIRE 18977	VISION SERVICE PLAN	FEB VISION INSUR	36.75	
1/25/2010	FIRE 18978	VISION SERVICE PLAN	FEB VISION INSUR	200.95	
1/25/2010	FIRE 18979	DELTA DENTAL	FEB DENTAL INSUR RETIREES	121.95	
1/25/2010	FIRE 18980	DELTA DENTAL	FEB DENTAL INSUR	875.61	
1/25/2010	FIRE 18981	BATTERIES PLUS - 389	BATTERY REPAIRS	129.98	
1/25/2010	FIRE 18982	CAVALIER TELEPHONE	TELEPHONE BILL	74.74	
1/25/2010	FIRE 18983	CORRIGAN OIL COMPANY	246.2 GALLONS OF DIESEL FUEL	625.10	
1/25/2010	FIRE 18984	EMERGENCY MEDICAL PRODUCTS, INC.	GLOVES	441.56	
1/25/2010	FIRE 18985	EMERGENCY VEHICLES PLUS	VALVE DRAIN	36.38	
1/25/2010	FIRE 18986	HOWARD JOHNSON	LODGING FOR DICKINSON	147.44	
1/25/2010	FIRE 18987	MICHIGAN STATE UNIVERSITY	FEB. 9 & 10, 2010 SEMINAR FOR DICKINSON	170.00	
1/25/2010	FIRE 18988	SPEARS FIRE & SAFETY	FIRE EXTINGUISHER MAINT. BOTH STATIONS	374.75	
1/25/2010	FIRE 18989	WEST SHORE SERVICES, INC.	TURNOUT GEAR	4,729.13	
1/27/2010	FIRE 18990	JAMES ROBERTS	MILEAGE ROBERTS 1/5/10--1/26/10	196.00	
1/27/2010	FIRE 18991	SUPERIOR TWP PAYROLL FUND	JAN JOHN HANCOCK	627.58	
1/27/2010	FIRE 18992	SUPERIOR TWP PAYROLL FUND	JAN MERS PENSION	5,459.37	
1/27/2010	FIRE 18993	SUPERIOR TWP PAYROLL FUND	JAN HCSP	1,035.00	
2/1/2010	FIRE 18994	PHILIP W. DICKINSON	MILEAGE WAYNE 1/5--1/25	59.00	
2/1/2010	FIRE 18995	SUPERIOR TWP PAYROLL FUND	ADJUST MERS #1 JANUARY	1,065.08	
2/2/2010	FIRE 18996	GENPOWER PRODUCTS, INC.	GENERATOR MAINTENANCE	827.00	
2/2/2010	FIRE 18997	SUPERIOR TWP PAYROLL FUND	CASH TRANSFER 2/4 PAYROLL	38,997.13	
2/9/2010	FIRE 18998	STAPLES CREDIT PLAN	SUPPLIES	82.47	
2/9/2010	FIRE 18999	AMERICAN AQUA, INC.	WATER SOFTENER	63.00	
2/9/2010	FIRE 19000	ANN ARBOR WELDING SUPPLY	MEDICAL OXYGEN	20.31	
2/9/2010	FIRE 19001	APOLLO FIRE APPARATUS REPAIR	TURNOUT GEAR HOODS	179.30	
2/9/2010	FIRE 19002	AUTO VALUE YPSILANTI	SUPPLIES	37.10	
2/9/2010	FIRE 19003	CAVALIER TELEPHONE	TELEPHONE BILL FOR FORD ROAD STATION	122.44	

2/9/2010	FIRE 19004	CLASSIC T'S	SHIRTS FOR DICKINSON	110.00
2/9/2010	FIRE 19005	COMCAST	INTERNET SERVICES FOR FORD ROAD	70.95
2/9/2010	FIRE 19006	COMCAST	INTERNET & CABLE SERVICES FOR MACARTH	176.54
2/9/2010	FIRE 19007	CORRIGAN OIL COMPANY	142.8 GALLONS OF DIESEL FUEL	332.58
2/9/2010	FIRE 19008	DTE ELECTRIC	JANUARY ELECTRICITY FOR FORD ROAD	825.59
2/9/2010	FIRE 19009	DTE ENERGY	JAN GAS/HEAT & ELECTRICITY FOR MACARTH	1,403.61
2/9/2010	FIRE 19010	DTE GAS	JANUARY GAS/HEATING BILL FOR FORD ROAI	1,532.76
2/9/2010	FIRE 19011	HURON VALLEY AMBULANCE	JANUARY PAGER RENTAL	83.30
2/9/2010	FIRE 19012	JAMES ROBERTS	UNIFORM ALLOWANCE	458.35
2/9/2010	FIRE 19013	NEXTEL	JANUARY CELL PHONES	255.70
2/9/2010	FIRE 19014	RICOH AMERICAS CORPORATION	COPIER LEASE PAYMENT	237.22
2/9/2010	FIRE 19015	WEST SHORE SERVICES, INC.	BOOTS FOR BACH	290.98
2/9/2010	FIRE 19016	WOLVERINE FREIGHTLINER	RADIATOR REPLACEMENT	3,333.68
2/10/2010	FIRE 19017	RICOH AMERICAS CORPORATION	NOV COPIER & PERS PROP TAX RICOH	371.38
2/10/2010	FIRE 19018	AT&T	AT&T PHONEBOOK LISTING FEE 2010	58.86
TOTAL OF 51 Checks:				112,237.36

BUILDIGN FUND CHECK REGISTER  
 CHECK DATE FROM 01/14/2010 - 02/11/2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
1/15/2010	BUILD 7506	SUPERIOR TWP GENERAL FUND	% OF OVERHEAD NOV 09	2,190.76	
1/19/2010	BUILD 7507	SUPERIOR TWP PAYROLL FUND	DUE TO PAYROLL FUND	15,832.83	V
1/19/2010	BUILD 7508	SUPERIOR TWP PAYROLL FUND	CASH TRANSFER 1/21 PAYRP;;	15,832.83	
1/21/2010	BUILD 7509	NEXTEL	CELL PHONE BILL	57.20	
1/22/2010	BUILD 7510	AMERICAN UNITED LIFE INSURANCE CO	FEB LIFE INSUR	17.03	
1/22/2010	BUILD 7511	PRIORITY HEALTH	FEB PRIORITY INSUR	1,527.22	V
1/22/2010	BUILD 7512	VISION SERVICE PLAN	FEB VISION INSUR	38.24	
1/25/2010	BUILD 7513	DELTA DENTAL	FEB DENTAL INSUR	177.76	V
1/26/2010	BUILD 7514	PRIORITY HEALTH	FEB HELATH INSUR WITH CREDITS	654.20	
1/26/2010	BUILD 7515	DELTA DENTAL	FEB DENTAL INSUR WITH CREDITS	1.39	
1/27/2010	BUILD 7516	VOID		0.00	V
1/27/2010	BUILD 7517	VOID		0.00	V
1/27/2010	BUILD 7518	FLEET SERVICES	GASOLINE	172.35	
1/27/2010	BUILD 7519	JOHN E. GREEN	REIMBURSEMENT FOR MECHANICAL PERMIT	85.00	
1/27/2010	BUILD 7520	SUPERIOR TWP PAYROLL FUND	JAN HCSP	230.00	
1/27/2010	BUILD 7521	SUPERIOR TWP PAYROLL FUND	JAN JOHN HANCOCK	675.16	
1/27/2010	BUILD 7522	SUPERIOR TWP PAYROLL FUND	JAN MERS #2	1,308.31	
1/27/2010	BUILD 7523	SUPERIOR TWP GENERAL FUND	CARMEN SALARY SPLIT JAN	1,524.21	V
1/27/2010	BUILD 7524	SUPERIOR TWP GENERAL FUND	CARMEN COST SPLIT JAN	2,234.18	
2/1/2010	BUILD 7525	SUPERIOR TWP PAYROLL FUND	ADJUST MERS #2	12.19	
2/2/2010	BUILD 7526	AF SMITH ELECTRIC INC.	REIMBURSEMENT FOR ELECTRICAL PERMIT	41.00	
2/2/2010	BUILD 7527	EDWIN MANIER	01/01/10-01/31/10 ELECTRICAL INSPECTIONS	420.00	
2/2/2010	BUILD 7528	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 2/4 PAYROLL	5,708.92	
2/3/2010	BUILD 7529	SUPERIOR TWP GENERAL FUND	% OF OVERHEAD DEC	2,224.03	
2/3/2010	BUILD 7530	SUPERIOR TWP GENERAL FUND	% OF OVERHEAD OCT	3,501.68	

TOTAL OF 19 Checks: 35,404.47  
 TOTAL OF 6 Void Checks: 19,062.02

TOTAL - 25 Checks: 54,466.49

LAW FUND CHECK REGISTER  
 CHECK DATE FROM 01/14/2010 - 02/11/2010  
 Bank LAW LAW FUND REGULAR CHECKING

Check Date	Bank/Check #	Name	Description	Amount	Voided?
1/15/2010	LAW 2593	WASHTENAW COUNTY TREASURER	NOV AUTHORIZED OVERTIME	10,519.79	
2/1/2010	LAW 2594	STEFANI CARTER J.D. P.C.	DEC LEGAL SERVICES	575.00	
2/2/2010	LAW 2595	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 2/4 PAYROLL	172.37	
2/8/2010	LAW 2596	ABBEY DOOR	DOOR REPAIR PART 2	420.00	
2/11/2010	LAW 2597	DTE ELECTRIC	JANUARY ELECTRICITY BILL	588.74	
2/11/2010	LAW 2598	DTE GAS	JANUARY GAS/HEATING BILL	445.71	
TOTAL OF 6 Checks:				12,721.61	

PARK FUND CHECK REGISTER  
 CHECK DATE FROM 01/14/2010 - 02/11/2010

Check Date	Bank/Check #	Name	Description	Amount Voided?
1/19/2010	PARK 10485	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 1/21 PAYROLL	1,504.69
1/22/2010	PARK 10486	AMERICAN UNITED LIFE INSURANCE CO	FEB LIFE INSUR	5.68
1/22/2010	PARK 10487	PRIORITY HEALTH	PRIORITY INSUR FEB	198.34
1/22/2010	PARK 10488	VISION SERVICE PLAN	FEB VISION INSUR	5.63
1/25/2010	PARK 10489	DELTA DENTAL	FEB DENTAL INSUR	21.32
1/27/2010	PARK 10490	SUPERIOR TWP UTILITY DEPARTMENT	TELEPHONE REIMBURSEMENT	116.52
1/27/2010	PARK 10491	VERIZON WIRELESS	CELL PHONE BILL	152.03
1/27/2010	PARK 10492	SUPERIOR TWP PAYROLL FUND	JAN HCSP	57.50
1/27/2010	PARK 10493	SUPERIOR TWP PAYROLL FUND	JAN JOHN HANCOCK	102.82
1/27/2010	PARK 10494	SUPERIOR TWP PAYROLL FUND	JAN MERS #2	216.99
1/27/2010	PARK 10495	SUPERIOR TWP UTILITY DEPARTMENT	KEITH SALARY SPLIT JAN 10	2,541.98
1/28/2010	PARK 10496	SUPERIOR TWP PAYROLL FUND	JAN MERS #2	228.43
2/1/2010	PARK 10497	SUPERIOR TWP PAYROLL FUND	MERS #2 JAN ADJUST	2.13
2/2/2010	PARK 10498	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 2/4 PAYROLL	1,719.50
2/4/2010	PARK 10499	DTE ELECTRIC	JANUARY ELECTRICITY - BARN	33.29
2/4/2010	PARK 10500	FLEET SERVICES	JANUARY GASOLINE	132.26
2/4/2010	PARK 10501	HOME DEPOT CREDIT SERVICES	SUPPLIES	34.91
2/4/2010	PARK 10502	SAM'S CLUB	ANNUAL MEMBERSHIP	35.00
2/9/2010	PARK 10503	STAPLES CREDIT PLAN	SUPPLIES	61.97
2/10/2010	PARK 10504	AT&T	AT&T PHOENBOOK LISTING 2010	58.86

TOTAL OF 20 Checks:

7,229.85

Superior Township Utility Department  
 Check Register  
 January 19 through February 16, 2010

8:57 AM  
 02/08/10  
 Accrual Basis

Date	Num	Name	Memo	Amount
100	CASH - O&M			
1/20/10	101	O&M Checking - Chase		
1/20/10	EFT	Superior Twp. Payroll Fund	Payroll - 01/21/10	(19,948.57)
1/20/10	5806	Ann Arbor Charter Township	W/S Purch. - 4th/09	(13,236.54)
1/20/10	5807	Cavalier Telephone	Phones - Adm. Bldg. - 01/10	(446.61)
1/20/10	5808	DTE	Gas & Elect. @ 1799 N. Prospect - 12/09	(97.10)
1/20/10	5809	Etna Supply	2 Sensus Meters	(2,330.00)
1/20/10	5810	Lauver's Cash Register	Cash Register Ribbons	(20.90)
1/20/10	5811	Ypsilanti Comm. Utilities Authority	W/S Purch. - 12/09	(89,482.66)
1/25/10	5812	American United Life Insurance Co...	Life Insurance - 02/10	(96.47)
1/25/10	5813	AT&T	Office Fax & Booster Sta. Phones - 01/10	(73.09)
1/25/10	5814	Delta Dental Plan of Michigan	Dental Insurance - 02/10	(722.16)
1/25/10	5815	Gempler's	Shipping Saver	(39.00)
1/25/10	5816	HD Supply Waterworks, Ltd.	Valve Wrench	(68.17)
1/25/10	5817	Home Depot	Misc. Maint. Supplies	(232.68)
1/25/10	5818	OHM Engineering Advisors	GIS & General Services	(992.50)
1/25/10	5819	Parhelion Technologies	Computer Hardware & Support	(6,405.25)
1/25/10	5820	Priority Health	Medical Insurance - 02/10	(6,009.69)
1/25/10	5821	Vision Service Plan	Vision Insurance - 02/10	(166.86)
1/25/10	5822	Comcast	Internet - Maint. Fac. - 01/10	(79.95)
1/28/10	5823	Superior Twp. Payroll Fund	John Hancock Pension - 01/10	(377.08)
1/28/10	5824	Superior Twp. Payroll Fund	MERS Pension - 01/10	(2,752.83)
2/1/10	5825	Superior Twp. Payroll Fund	MERS Health Savings - 01/10	(977.50)
2/1/10	5826	Superior Twp. General Fund	Accountant - 02/10	(166.67)
2/1/10	5827	Ann Arbor Cleaning Supply Co.	Hand Soap	(35.04)
2/1/10	5828	Answering Service, Inc.	Answering Service - 02/10	(103.40)
2/1/10	5829	Chet's Rent-All	Signs	(39.90)
2/1/10	5830	Fleet Services	Fuel Charges - 01/10	(336.37)
2/1/10	5831	Heikk's Decorated Apparel Studio	Embroidery for Caps	(30.00)
2/1/10	5832	Nextel Communications	Cell Phones - 01/10	(863.71)
2/1/10	5833	Parhelion Technologies	Remote Access Issues	(166.25)
2/1/10	5834	Printing Systems, Inc.	Reminder Notices	(124.05)
2/1/10	5835	Ricoh Americas Corporation	Ink Cartridge	(11.50)
2/1/10	5836	Staples Business Advantage	Office Supplies	(243.48)

8:57 AM  
02/08/10  
Accrual Basis

# Superior Township Utility Department

## Check Register

January 19 through February 16, 2010

Date	Num	Name	Memo	Amount
2/2/10	5837	Superior Twp. Payroll Fund	Additional MERS Pension - 01/10	(25.65)
2/2/10	EFT	Superior Twp. Payroll Fund	Payroll - 02/04/10	(18,614.32)
2/8/10	5838	Superior Twp. General Fund	Util. Dept's Portion of Obsolete Computer P...	(45.00)
2/8/10	5839	A.F. Smith Electric Inc.	Repaired Items @ Maint. Fac.	(945.00)
2/8/10	5840	Ann Arbor Cleaning Supply Co.	Building Supplies	(66.60)
2/8/10	5841	Atomic Cleaning Systems, LLC	Car Wash Soap	(107.40)
2/8/10	5842	Auto-Wares Group (Auto Value)	Oil & Filters	(85.65)
2/8/10	5843	Congdon's Ace Hardware	Misc. Maint. Supplies	(72.67)
2/8/10	5844	Diana Ravis - Petty Cash	Recon. of 02/03/10	(29.04)
2/8/10	5845	DTE	Various Gas & Elect. - 01/10	(1,963.30)
2/8/10	5846	Enmet Corporation	Recalibrate Gas Detector	(85.00)
2/8/10	5847	Galeton Gloves	Work Gloves	(43.92)
2/8/10	5848	HD Supply Waterworks, Ltd.	DI Pipe	(871.20)
2/8/10	5849	MCI Worldcom	Office Fax Long Dist. - 01/10	(49.19)
2/8/10	5850	Reserve Account	Postage Machine Refill	(500.00)
2/8/10	5851	Staples Business Advantage	Office Supplies	(2.84)
2/8/10	5852	Staples Credit Plan	O&M Checks & Envelopes	(279.98)
2/10/10	EFT	Magic-Wrighter	Monthly Fee - 01/10	(24.69)
Total 101 · O&M Checking - Chase				(170,487.43)
Total 100 · CASH - O&M				(170,487.43)
120 · CASH - CAPITAL RESERVE				
125 · Cap. Res. Checking - Chase				
1/25/10	333	OHM Engineering Advisors	Water Tower Feas. & Stamford Rd.	(5,660.50)
Total 125 · Cap. Res. Checking - Chase				(5,660.50)
Total 120 · CASH - CAPITAL RESERVE				(5,660.50)
<b>TOTAL</b>				<b>(176147.93)</b>



53rd House District  
STATE CAPITOL  
LANSING, MI 48913  
(517) 373-2577  
FAX: 373-5808  
E-MAIL: rebekahwarren@house.mi.gov

**REBEKAH WARREN**  
MICHIGAN STATE REPRESENTATIVE

**Committees:**  
GREAT LAKES AND  
ENVIRONMENT (C)  
ETHICS AND ELECTIONS  
JUDICIARY  
SENIOR HEALTH, SECURITY  
AND RETIREMENT  
TAX POLICY

January 31, 2010

Superior Township Board of Trustees  
Superior Charter Township  
3040 North Prospect  
Ypsilanti, MI 48198

Dear Board of Trustees,

I would like to extend my congratulations for the Energy Efficiency and Conservation Block Grant that the Charter Township of Superior recently received from the Michigan Department of Energy, Labor and Economic Growth.

As the chair of the Michigan House of Representative's Great Lakes and Environment Committee, I am passionate about keeping our state clean and beautiful. This grant of \$73,853, meant to help programs in our community create and retain jobs, save energy and reduce greenhouse gas emissions, is an exciting and substantial step in keeping Michigan green. I commend you for your initiative in the process.

Once again, congratulations on this grant. If you have any questions, or if I can be of any assistance, please feel free to contact my office at 517-373-2577 or [rebekahwarren@house.mi.gov](mailto:rebekahwarren@house.mi.gov).

Sincerely,

Rebekah Warren  
State Representative  
53<sup>rd</sup> District

RLW/eb

# The ROAD in Review

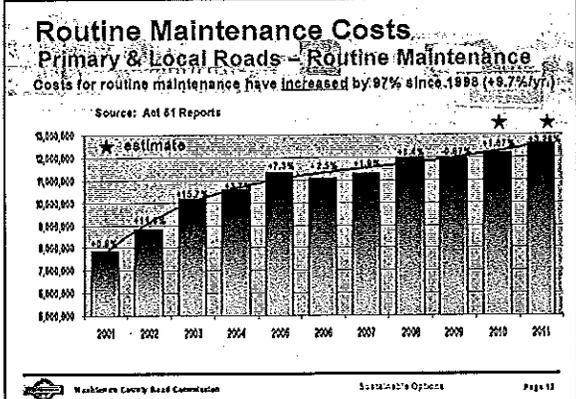
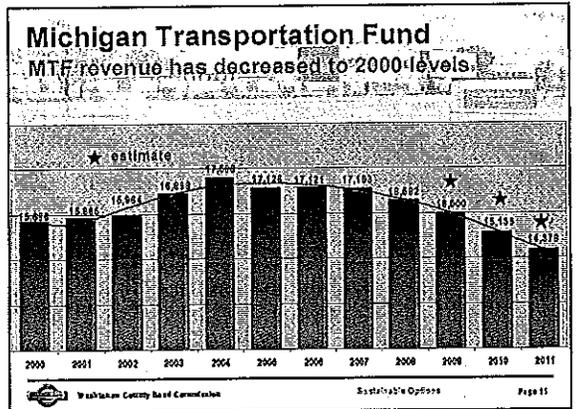
## 2010 Road Budget Directs More Resources to Maintenance

On December 15, 2009 the Board of Road Commissioners approved a \$43,000,000 budget for 2010. The Board of Road Commissioners began the budget assessment process back in March when they initiated a series of Working Sessions to review the condition of our road and bridge infrastructure, as well as explore our current revenue and expenditure trends. These sessions provided the Board with the necessary background to redirect our limited resources, address some neglected priorities, and bring expenditures in line with anticipated revenues.

Due to the uncertainty of our revenue stream, we have established a fairly conservative budget to assure that we can continue to provide essential routine maintenance services and continue with a robust level of preventative maintenance investments.

streamlining our agency and proactive cost containment.

The Michigan Transportation Fund (MTF) chart shown below represents our general revenue history. This revenue is utilized to fund all of the routine maintenance activities and leverage outside investments. The projected 2010 MTF revenue is anticipated to be below the MTF revenue the WCRC received in 2000.



The Routine Maintenance Cost chart above provides the history of our base level of expenditures if capital investments are removed. Our agency has made major strides to slow the growth rate of our routine maintenance costs, as a result of

Our 2010 budget allows the Road Commission to continue participation in the federal and state grant programs and we will expand the Township matching programs in 2010 with our new Drainage Matching Program (see page 3).

Collaborating with federal, state, and local partners continues to be a priority for the Road Commission. Unfortunately, the matching funds associated with these collaborative partnerships strain our ability to perform routine maintenance. However, at this time, we feel the overall road investment levels are enhanced when we continue these highly popular matching programs

**This issue**

- 2010 Road Budget 1
- Message from Managing Director 2
- 2010-2014 CIP 2
- WCRC Drainage Matching Program 3
- 2009 WCRC Construction Projects 4-5
- 2009 WCRC Preventative Maint. Projects 6-7

## Message from the Managing Director

We are extremely thankful for the support from our project partners in 2009. We had a very good year. I want to thank all of our state, county, township and private partners who have been instrumental in helping the Road Commission accomplish our transportation improvement program in 2009.

Our portfolio of projects has included the culmination of the Jackson Boulevard, Dexter Main Street Bridge, Hewitt Road, Delhi Bridge Renovation, and a host of other preventative maintenance projects. In total, we completed \$23 million in road, bridge, intersection, and non-motorized improvements in 2009 for our traveling public.

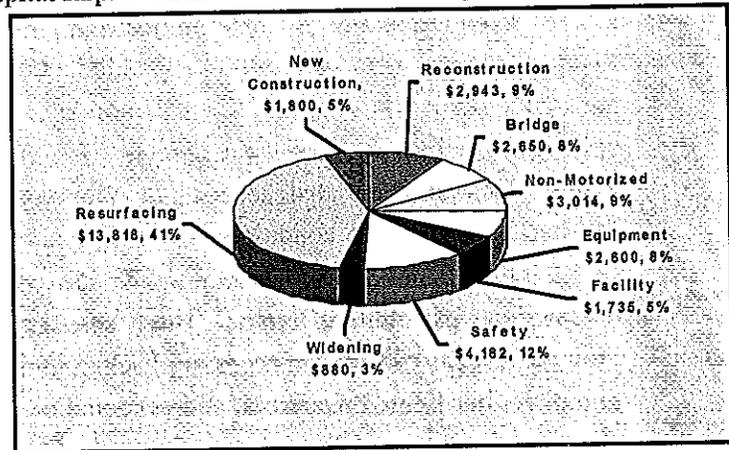
In 2010 we will see another \$19 million investment in our counties roads, bridges, intersections and non-motorized facilities. Although our Capital Improvement Plan will be steadily decreasing in subsequent years, we are pleased to present these long term investments which will serve our traveling public for many years to come. □

# Capital Improvement Plan for 2010-2014

The Board of Road Commissioners approved a \$31 million 2010 – 2014 Capital Investment Plan (CIP) on November 3, 2009. This five-year major investment plan reflects a significant reduction in the number of large projects and the overall value of investments.

Additionally, a majority of our investments will result in preventative maintenance projects such as pavement resurfacing, intersection upgrades, and bridge and culvert replacements rather than road widening projects.

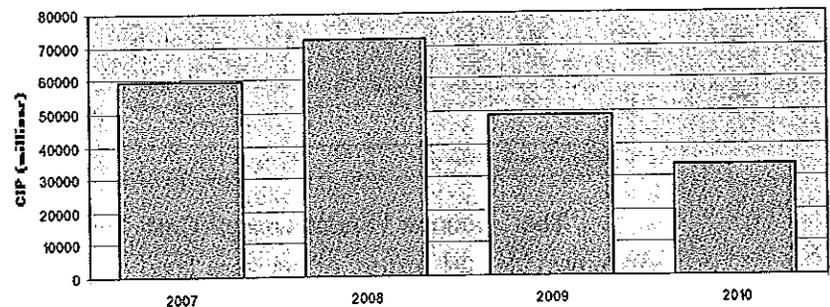
Capital Improvement Plan 2010-2014— Expenditures by Project Type



The CIP chart above describes the types of projects included in the 2010-2014 CIP and the magnitude of investment in each of the project types. This data shows that 83% of our investments are preventative maintenance or replacement of worn out pavement and bridges, and only 17% of our investments expand public infrastructure.

Our \$31 million CIP also demonstrates a substantial amount of collaboration with other transportation partners. Collectively, our partners are contributing 62% of these investments while the Road Commission is contributing 38% of the total investment from Michigan Transportation Fund revenue. □

2007-2010 Capital Improvement Plan Investment Trend





The Road Commission has recognized the need for directing more resources towards improving the drainage along our local roads. With that, the Road Commission is pleased to announce a new Drainage Maintenance Matching Program for local roads and has established \$200,000 for the 2010 drainage matching program. This new matching program is designed to supplement the current local road matching program available to the Townships.

Key features of this new program include:

- Roadside berm removal, ditch establishment and restoration, and large culvert or bridge replacement projects.
- Funding distribution is based on total uncurbed, non-subdivision local road mileage for each township.
- Eligible work activities are limited to projects along uncurbed, non-subdivision local roads.
- Projects must be determined by May 15 of any given year, or funding is forfeited. The Road Commission will reallocate any unused matching funds to primary road maintenance.
- A Township can request that funds be carried over for one year with established projects

For more complicated local road and bridge projects, the Road Commission can provide planning and engineering services. If a township requests the Road Commission to provide these services, the township is expected to enter into an agreement with the Road Commission to reimburse the Commission for 50% of the cost for those services. Depending on the nature of the project, and the amount of matching funds available to a township, engineering services may be eligible for the new drainage or a conventional matching program. If

the scope of the project exceeds the available matching funds, future Road Commission matching funds may be requested and are handled on an individual basis.

The Road Commission recognizes that local road bridges and culverts are vital assets that require significant resources to maintain and replace. This program is intended to advance the cooperative approach between the Road Commission and the Townships, as we partner to renovate or replace deficient bridges and culverts. The Road Commission will continue to provide routine maintenance services and the federally mandated biennial inspections for bridges at Road Commission expense.

Also, the Road Commission continues to seek federal grant funding to assist with any eligible major renovation or replacement project. All costs beyond the grant amounts on local bridge projects will be shared equally between the Road Commission and the townships. Local matching funds from the traditional annual program or the new drainage matching program can be utilized towards a townships share □

## Warren Road Culvert Replacement

