

**SUPERIOR CHARTER TOWNSHIP  
REGULAR BOARD MEETING  
SUPERIOR CHARTER TOWNSHIP HALL  
3040 N. PROSPECT, YPSILANTI, MI 48198  
NOVEMBER 15, 2010  
7:30 p.m.  
AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES
  - a. Regular Meeting of October 18, 2010
6. CITIZEN PARTICIPATION
7. REPORTS
  - a. Supervisor
  - b. Departmental Reports: Building Department, Fire Department, Fire Marshal Report, Hospital False Alarm Report, Ordinance Officer, Park Commission Minutes, Sheriff's Report, Zoning
  - c. Utility Department Financial Report as of September 30, 2010
8. COMMUNICATIONS
9. UNFINISHED BUSINESS
10. NEW BUSINESS
  - a. Revision of Ordinance No. 169 Utilities Ordinance, Second Reading
  - b. Resolution Establishing an Affidavit of Property Owner
  - c. Grant Application for NMT Prospect Rd, Between Berkshire and Clark
  - d. Renewal of Delta Dental Contract
  - e. GenPower Products, Inc., Contract for Generator Service
  - f. Board Appointments for Terms Beginning 2011
  - g. Township 2011 Holiday Closing Schedule
  - h. Township Board 2011 Meeting Schedule
  - i. Delinquent Ordinance Violations
  - j. Delinquent False Alarms
  - k. Budget Amendments
11. PAYMENT OF BILLS
12. PLEAS AND PETITIONS
13. ADJOURNMENT

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**1. CALL TO ORDER**

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on October 18, 2010, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

**2. PLEDGE OF ALLEGIANCE**

The Supervisor led the assembly in the pledge of allegiance to the flag.

**3. ROLL CALL**

The members present were William McFarlane, Brenda McKinney, David Phillips, Nancy Caviston, Lisa Lewis and Alex Williams.

Roderick Green was absent.

**4. ADOPTION OF AGENDA**

It was moved by McKinney, seconded by Lewis to adopt the agenda with the deletion of item (b.) Attorney James Fink, Affidavit of Property Owner, under Communications.

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF AUGUST 16, 2010**

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of September 20, 2010, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. PUBLIC HEARING ON 2011 BUDGETS, ALL FUNDS**

It was moved by Caviston, seconded by Lewis to open the Public Hearing on 2011 Budgets for all funds.

The motion carried by a unanimous voice vote.

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McFarlane led the presentation. Budgets for 2011 for all funds were presented and reviewed. Supervisor McFarlane indicated the Township is in good financial shape. The Township is receiving adequate tax and other revenues to provide the same level of services. For the foreseeable future, there are adequate reserves in all funds to supplement revenue shortages if necessary. The budgets do not include any cuts of the services the Township provides. Spending on roads, Parks and Recreation, police and fire, and other activities remain at approximately the same level as 2010.

It was moved by Caviston, seconded by Lewis to close the public hearing.

**B. OTHER CITIZENS COMMENTS**

No citizens addressed the Board

7. **REPORTS**

**A. SUPERVISOR REPORT**

Supervisor McFarlane reported on the following: Today, the Fire Department issued bid specifications for a new fire truck. The truck will be used for fire suppression and emergency response. The bid specifications are very detailed and total 108 pages. The County Recycling event, which was held on Saturday, October 16, 2010, was a worthwhile event. Large amounts of tires, electronic equipment, household toxics and other refuse was properly disposed of, or recycled, rather than put into a landfill, or dumped illegally. The Parks maintenance staff is doing a great job. Supervisor McFarlane said that during the recent Utility Department bond refinancing, the Township was increased from an AA- to an AA bond rating. He attributed this to the Township's employees and elected officials working together as a team effort. He thanked everyone for doing a good job. The Township should receive an increase in State Shared Revenue (SSR) in 2011. The current SSR is based upon the 2000 census population of 10,740. The Township's population for the 2010 census was estimated to be around 13,000.

**B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHAL, HOSPITAL FALSE ALARM, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF'S REPORT AND UTILITY DEPARTMENT**

It was moved by Caviston, seconded by Lewis, that the Superior Township Board receive all reports.

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The motion carried by a voice vote.

**C. TREASURER'S INVESTMENT REPORTS AS OF 3/1/2010 AND 6/30/2010**

Treasurer McKinney indicated that current investments were not yielding much interest and that her first priority was safety. McKinney said that sometimes the banks charge more in fees for the investment, than they pay in interest.

It was moved by Caviston, seconded by Lewis, to accept the Treasurer's Investment Reports as of 3/1/2010 and 6/30/2010.

The motion carried by a voice vote.

**D. FUND BALANCE/RESERVE REPORTS AS OF 9/20/2010**

The Fund Balance/Reserve Report as of 09/20/2010 was reviewed. Supervisor McFarlane and Township Accountant Susan Mumm indicated they felt there were adequate reserves for all funds. They agreed that Township Auditors advocated for having split reserve funds and maintaining reasonable balances in each reserve fund. They also both agreed that Township officials listened to this advice and implemented these practices. This is one of the main reasons why Superior Township has been able to maintain its good financial standing during the past economic slow-down.

It was moved by Caviston, seconded by Lewis, to accept the Fund Balance/Reserve.

The motion carried by voice vote.

**E. 2011 BUDGET WORKSHEETS, ALL FUNDS**

The 2011 Budget Worksheets for all funds were reviewed.

It was moved by Caviston, seconded by Williams, to receive the 2011 Budget Worksheets of All Funds.

The motion carried by a voice vote.

**8. COMMUNICATIONS**

**A. SUPERVISOR MCFARLANE, SALEM TOWNSHIP LETTER**

At the Board meeting of September 20, 2010, the Board received a letter addressed to Supervisor McFarlane, from Robert Heyl, Supervisor of Salem Township. Supervisor Heyl inquired if Superior Township had allowing Salem Township receiving Urban Services District with Ypsilanti Community Utility Authority (YCUA) sewer service. This service would bring sewer service from the corner of Napier and Ann Arbor-

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Plymouth Road through Superior Township and tie into the YCUA Willow Run Interceptor. In a letter dated September 21, 2010, Supervisor McFarlane advised Mr. Heyl that there was not support by the Board for this proposal and Board members expressed strong opposition to the proposal. It was suggested that such sewer service could be obtained through Plymouth and/or Canton Townships

It was moved by Caviston, seconded by Lewis, to accept the letter from Supervisor McFarlane.

The motion carried by unanimous voice vote.

**9. UNFINISHED BUSINESS**

**A. EECBG PROGRAM UPDATE**

The State of Michigan, Bureau of Energy Systems awarded Superior Township an Energy Efficiency and Conservation Multi-purpose Block Grant (EECBG), In the amount of \$73,853 has been awarded under the EECBG program. The Willow Run School District (WRSD) was a sub-recipient of the grant. Their project involved installing occupancy sensors in the Cheney Academy. WRSD's project has been completed and their portion of the grant was \$15,764.00. The Township's projects are almost complete. Keith Lockie, Superior Township, Utility Department, Accountant, presented a memo dated October 18, 2010 which outlined the funds received and disbursed for this energy grant renovations. The Township has received \$62,775.05 from the State of Michigan for grant reimbursement and \$2,554.25 from DTE for rebates on energy efficient products. The Township is expecting to receive an additional \$11,077.95 in grant funds from the State, for a total of \$76,407.25 in received funds. The Township issued \$15,764.00 to the Willow Run School District as their share of the grant. To date, the Township has spent \$136,811.46 on labor and materials for renovations at the Township Hall and the Utilities Administration Building. The renovations at the Township Hall have been completed. The renovations at the Township Utility Department are about 95% completed.

It was moved by McKinney, seconded by Lewis, to receive the communication from Accountant Keith Lockie.

The motion carried by a voice vote.

**10. NEW BUSINESS**

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**A. ADOPT 2011 BUDGETS, ALL FUNDS**

The following resolution was moved by McKinney, seconded by Caviston:

**SUPERIOR CHARTER TOWNSHIP BOARD  
RESOLUTION  
October 18, 2010**

**A RESOLUTION ADOPTING GENERAL APPROPRIATIONS ACT:  
2011 BUDGETS FOR ALL FUNDS**

WHEREAS, the Superior Charter Township Board has carefully reviewed the Township's current and projected financial needs, and

WHEREAS, the Board recognizes its responsibility to the citizens of Superior Charter Township to carefully monitor the Township funds and provide for the needs of the Township, and

WHEREAS, the Board has carefully considered the projected revenues and expenditures for the coming year,

NOW THEREFORE BE IT RESOLVED that the Superior Charter Township Board adopt the proposed budgets for the Year 2011: the General Fund Budget by Activity dated October 18, 2010, the Fire Fund Budget dated October 18, 2010, the Fire Reserve Fund dated October 18, 2010, the Building Fund Budget dated October 18, 2010, the Law Fund Budget dated October 18, 2010, the Park Fund Budget dated the October 18, 2010, the Streetlight Maintenance Fund Budget dated October 18, 2010, the Sidestreet Maintenance Fund Budget dated October 18, 2010, Growth Management Fund (Legal Defense Fund) dated October 18, 2010, the Utility Fund Budget dated October 18, 2010, the Water/Sewer dated October 18, 2010 and the Hyundai Special Assessment Fund dated October 18, 2010.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: Green

The resolution was adopted.

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**B. REVISION OF ORDINANCE 169, UTILITIES ORDINANCE, FIRST READING**

In a memo dated October 18, 2010, Rick Church, Utility Department Director, explained that the Ypsilanti Community Utilities Authority (YCUA) recently required their service communities to adopt revisions to their sewer use ordinance. These revisions are a result of changed requirements by the Michigan Department of Natural Resources and Environment. The Township must now adopt the same revisions in Superior Township Ordinance 169, Utilities Ordinance. The revisions are limited to Article III of the Superior Township's Ordinance No. 169, Utilities Ordinance. All other sections of Ordinance No. 169 are unchanged and remain the same.

It was moved by Caviston, seconded by Lewis, for the Board to approve the first reading of the revisions to Superior Township Ordinance No. 169, Utilities Ordinance, by repealing the current Article III (adoption date August 20, 2007) and replacing it with the following new Article III. All other sections of the Ordinance are unchanged and shall remain the same.

Insert first reading of revised Ordinance No. 169, Utilities Ordinance.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: Green

The motion carried.

**C. ANN ARBOR TRANSPORTATION AUTHORITY PURCHASE OF SERVICE AGREEMENT 2011**

The Board reviewed the proposed "Purchase of Service Agreement" for the Ann Arbor Transportation Authority (AATA) to provide fixed route and A-Ride service to Superior Township from October 1, 2010 through September 30, 2011. The routes will remain the same. The Cost per Service Hour for fixed route increased by 10.1%, but this increase was offset by an increase in Federal Operating Assistance. Costs to the Township for the

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A-Ride service decreased. However, the passenger trips budgeted for 2011 was increased, which resulted in an increase for the cost of the service to Superior Township.

See attachment #1.

Roll call vote:

Ayes: McKinney, Phillips, Caviston, Lewis, Williams, McFarlane

Nays: None

Absent: Green

The motion carried.

**D. CONTRACT WITH CDBG FOR STEPHENS ROAD IMPROVEMENTS**

The Township is eligible to receive funds in the amount of \$51,600 from the Washtenaw County Community Development Block Grant Program for road improvements to Stephens Road, from Nottingham to Kingston Court. This project will include milling the existing surface and replacing it with 3" of bituminous overlay. The milling and other prep work is scheduled to begin on October 18, 2010. The wearing course is scheduled to be installed the week of October 25, 2010.

See attachment #2.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: Green

The motion carried.

**E. NON-UNION TOWNSHIP EMPLOYEES SALARY INCREASE FOR 2011**

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Supervisor McFarlane indicated the Township has reduced some of the Township Hall workforce thru attrition, and those remaining have been assigned additional duties. He said Township employees have been doing a good job and there is money in the budget to cover a 2% salary increase for 2011.

The following resolution was moved by Caviston and seconded by Lewis.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO GRANT NON-UNION EMPLOYEES  
OF SUPERIOR TOWNSHIP A SALARY INCREASE  
FOR THE 2011 BUDGET YEAR**

**OCTOBER 18, 2010**

**WHEREAS**, the employees of Superior Township have responded to the challenge of added assignments and additional work responsibilities; and

**WHEREAS**, the residents of Superior Township continue to receive service that reflects positively on the employees of Superior Township, and

**WHEREAS**, the proposed budget for 2011 has adequate funding for salary increases for employees,

**NOW THEREFORE BE IT RESOLVED**, that the non-union employees of Superior Township receive a two percent (2%) increase for the 2011 budget year.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: Green

The resolution was adopted.

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**F. SUPERVISOR, CLERK AND TREASURER SALARY INCREASE FOR 2011**

Board members indicated that the Supervisor, Clerk and Treasurer should also receive the same 2% salary increase for 2011 as the non-union employees.

The following resolution was moved by Caviston, and seconded by Lewis.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO GRANT THE TOWNSHIP SUPERVISOR,  
TOWNSHIP TREAUSER AND TOWNSHIP CLERK  
A SALARY INCREASE FOR THE 2011 BUDGET YEAR**

**OCTOBER 18, 2010**

**WHEREAS**, the Township Supervisor, Treasurer and Clerk continue to efficiently serve the residents of Superior Township; and

**WHEREAS**, the Township Supervisor, Treasurer and Clerk are full-time employees of the Township who do not receive longevity or education bonuses as provided other full-time, non-union employees of the Township; and

**WHEREAS**, the proposed budget for 2011 has adequate funding for cost of adjustments for employees,

**NOW THEREFORE BE IT RESOLVED**, that the Superior Township Supervisor, Treasurer and Clerk receive a two percent (2%) salary increase for the 2011 budget year.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: Green

The resolution was adopted.

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**G. SIDE STREET MAINTENANCE LEVY FOR 2010 WINTER TAX ROLL**

Treasurer McKinney indicated in a memo dated October 18, 2010 that she was requesting the Board to authorize her to levy the Side Street Maintenance Special Assessments in the amount of \$20.00 per parcel on the 2010 Winter tax roll. The Side Street Maintenance assessment applies to Oakbrook and Washington Square lots 1-675 and 734-931, excluding lots 284 and 931. The total amount of the levy is \$17,420.00.

It was moved by McKinney, seconded by Lewis, for the Board to approve the Winter 2010 tax roll levy recommended by Treasurer McKinney for the Side Street Maintenance Special Assessments in the amount of \$20.00 per parcel for a total of \$17,420.00.

The motion carried by a voice vote.

**H. DELINQUENT FALSE ALARM LEVY FOR 2010 WINTER TAX ROLL**

In a memo dated October 18, 2010, Treasurer McKinney requested the Board approve the levy for the delinquent false alarms on the 2010 Winter tax roll in the amount of \$505.00 which includes a \$30.00 tax roll fee.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Winter 2010 tax roll levy recommended by Treasurer McKinney for the delinquent false alarms for a total of \$505.00.

The motion carried by a voice vote.

**I. HYUNDAI ROAD SPECIAL ASSESSMENT FOR 2010 WINTER TAX ROLL**

In a memo dated October 18, 2010, Treasurer McKinney requested the Board approve the levy for the Hyundai Road Special Assessment Project on the Winter 2010 tax roll in the amount of \$177,500.00.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Winter 2010 tax roll levy recommended by Treasurer McKinney for the Hyundai Road Special Assessment Project in the amount of \$177,420.00.

The motion carried by a voice vote.

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**J. DELINQUENT ORDINANCE VIOLATION LEVY FOR 2010 WINTER TAX ROLL**

In a memo dated October 18, 2010, Treasurer McKinney requested the Board approve the levy for the Delinquent Ordinance Violations on the Winter 2010 tax roll in the amount of \$3,617.00, which includes the \$30.00 tax roll fee.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Winter 2010 tax roll levy recommended by Treasurer McKinney for the Delinquent Ordinance Violations in the amount of \$3,617.00

The motion carried by a voice vote.

**K. DELINQUENT WATER/SEWER BILL LEVY FOR 2010 WINTER TAX ROLL**

In a memo dated October 14, 2010, Diana Ravis, Utility Department Billing Manager, requested the Board approve the levy for unpaid utility bills on the Winter 2010 tax roll in the amount of \$124,455.85. There were total of 193 parcels on the list. Ms. Ravis was present and indicated this was about the same number of parcels as last year.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Winter 2010 tax roll levy recommended by the Utility Department for the unpaid utility bills on 193 parcels in the amount of \$124,455.85.

The motion carried by a voice vote.

**11. PAYMENT OF BILLS**

It was moved by Caviston, seconded by Lewis, that the bills be paid as submitted in the following amounts: Utilities- \$1,800.00 for a total of \$1,800.00. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

**12. PLEAS AND PETITION**

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Parks Commissioner Martha Kern invited everyone to the pumpkin decorating party this Saturday, October 23, 2010 at Norfolk Park.

**13. ADJOURNMENT**

It was moved by Williams supported by Lewis, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 8:40 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor

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ATTACHMENT #1

PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and Superior Township, (hereinafter referred to as "Purchaser"), 3040 North Prospect, Ypsilanti, Michigan 48198, in consideration of the mutual promises contained herein, do hereby agree as follows:

1. TERM

The term of this Agreement is October 1, 2010 through September 30, 2011.

2. SERVICE PROVIDED

The Authority will provide public transit service according to the map(s) and schedule(s) for route 10, and other service descriptions contained in the Ride Guide included as Exhibit #1, and made part hereof. Said route(s) and schedule(s) may be modified by the AATA, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Ann Arbor Transportation Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

4. FINANCIAL MANAGEMENT

4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be \$31,430, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

Purchaser agrees to pay this amount in four equal payments. The Authority will submit invoices to the Purchaser quarterly, on or about the first of November, February, May, and August. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable judgment of the Authority, to provide the number of service hours at the local costs indicated in Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

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renegotiated. In the event that the parties fail to reach agreement on any or all of these items, then this extension will be null and void and of no effect.

10. TERMINATION

Either party may cancel its participation in this agreement or terminate any services provided under this agreement at any time without further liability upon providing 90 days notice in writing to the other party of intent to cancel.

11. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Ann Arbor Transportation Authority will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, age, or national origin, other than as a bona fide occupational qualification. The Ann Arbor Transportation Authority represents that it has taken and will continue to take affirmative actions to ensure that applicants are selected, and that employees are treated during their employment, without regard to their race, religion, color, sex, handicap, age or national origin.

12. MODIFICATION OF AGREEMENT

This contract may be modified in writing by mutual agreement of the parties.

13. EVIDENCE OF INSURANCE

The Ann Arbor Transportation Authority shall obtain and maintain during the term of this Agreement the following insurance:

- a. Workers Compensation Insurance with Michigan statutory limits and employers liability insurance with minimum limits of \$500,000 each accident.
- b. Public liability insurance with limits of no less than \$1,000,000 each occurrence and aggregate for bodily injury and property damage, as well as an umbrella policy with limits no less than \$5,000,000. The Purchaser is named as additional insured as respects general liability claims resulting from the operation of the Ann Arbor Transportation Authority. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.
- c. Automobile liability insurance covering all owned, hired and non-owned vehicles, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance law, including residual liability insurance with minimum limits of \$1,000,000 combined single limits bodily injury and/or property damage each accident. The policy of insurance must be current and must be accompanied by

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4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. EQUIPMENT

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. PERSONNEL

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it, will indemnify and hold the Authority harmless from all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other.

9. EXTENSION

It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this Contract shall be extended for successive periods of one year each unless a party notifies the other of its intent not to renew no less than 90 days before the end of the prior period, the same terms and conditions provided, however, that Exhibit #2 and the terms set forth in Paragraph 4 will be

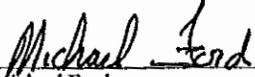
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a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

Executed in duplicate this 30th day of September, 2010.

ANN ARBOR TRANSPORTATION AUTHORITY      SUPERIOR TOWNSHIP

  
\_\_\_\_\_  
Michael Ford  
Chief Executive Officer

\_\_\_\_\_

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*Exhibit #2  
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**SUPERIOR TOWNSHIP  
 Fixed Route Service  
 COST CALCULATION**

	FY 2010	FY 2011	CHANGE
<b><u>EXPENSES</u></b>			
Service Hours	840	840	0.0%
Cost per Service Hour *	\$90.00	\$99.05	10.1%
<b>Total Cost</b>	<b>\$76,600</b>	<b>\$83,202</b>	<b>10.1%</b>
*Cost per service hour increased to move to fully allocated cost by 2012			
<b><u>REVENUES</u></b>			
Federal Operating Assistance	\$10,348	\$11,911	15.1%
State Operating Assistance	\$22,385	\$26,034	16.3%
Passenger Fares	\$24,668	\$24,327	-1.4%
<b>Subtotal</b>	<b>\$57,400</b>	<b>\$62,273</b>	<b>8.6%</b>
Local Share	\$18,200	\$20,929	16.0%
<b>Total Revenue</b>	<b>\$76,600</b>	<b>\$83,202</b>	<b>10.1%</b>

**Superior Township  
 Payment**                      \$18,200                      \$20,929                      16.0%

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Exhibit #3

possible and appropriate. An opportunity to be heard will also be provided during each AATA Board meeting. A copy of all written comments and a summary of comments received by other means will be provided to the AATA Board before action is taken on the proposed changes.

**II. Fare Increases**

Definition A fare increase is any change in fares which increases the cash fare for any service, or increases the fare paid by at least 5% of the annual riders of any service by other means such as tokens, tickets, or passes. The return from a temporary promotional fare to the previous regular fare does not constitute a fare increase.

Information and Input The provision of information about the proposed fare increase, and the solicitation and acceptance of input will be the same as for a major service change, as described above.

**III. Revised Procedures for Exceptional Circumstances**

Under exceptional circumstances which require a major service change or fare increase to be adopted and implemented on short notice, the procedures above may be altered to the extent necessary. However, at a minimum, the public will be afforded an opportunity to be heard at the AATA Board meeting at which action is taken and a notice of the proposed change with the date and time of the Board meeting will be published in the *Ann Arbor News* before the Board meeting. [NOTE: Such exceptional circumstances have not arisen in the past sixteen years.]

The procedures above are intended to represent the minimum which will be undertaken before major service changes or fare increases are adopted. Nothing above will prevent the AATA from making additional efforts to involve riders or the public.

Revised December, 1999

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*Attachment #2*

**CR 42137  
COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)**

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF SUPERIOR, a municipal corporation, with offices located at 3040 N. Prospect Road, Ypsilanti, Michigan 48198, ("TOWNSHIP").

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, the City of Ann Arbor, Pillsfield Township, and Bridgewater Township; and

WHEREAS, the 2010-11 Superior Township Public Improvement Project – Stephens Road Improvement has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community Development to manage this public improvement project; and

WHEREAS, on April 27, 2010, the Urban County Executive Committee approved \$51,600 in 2010 Urban County CDBG funding as a grant to the TOWNSHIP to support the eligible public improvement activities within the Urban County boundary, as specified in this Agreement; and

WHEREAS, this allocation of CDBG funding will leverage local funding from Superior Township to pay for the design, project management and construction costs of this project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:

1. USE OF FUNDS: [24 CFR 570.503(b)(1)]
- A. SCOPE OF SERVICES: TOWNSHIP agrees to use COUNTY CDBG funds for the eligible costs of contracting with the Washtenaw County Road Commission to complete road improvements at the following locations: (1) Stephens Road, Nottingham to Kingston Court (Genus-Tract 4074, BG 1 -3). This project will include milling the existing surfaces, structure adjustments, placement of 3" bituminous overlays and associated engineering/project management costs. TOWNSHIP will work with the Office of Community Development and the Road Commission to coordinate the bidding and procurement of all services necessary to complete the project and shall perform all services necessary to complete the project as set forth in Attachment A.
- B. SCHEDULE: Timely completion of the work specified in this Agreement is essential. By signing this Agreement, TOWNSHIP agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
- C. BUDGET: TOWNSHIP expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.
- D. INELIGIBLE ACTIVITIES: TOWNSHIP expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.

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- E. TOWNSHIP expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- F. The TOWNSHIP will use local funds to pay for the engineering, project management, inspections, and any cost overruns that are related to this project. For record keeping purposes, the TOWNSHIP will submit a summary of all of the project costs to the Office of Community Development.
- G. TOWNSHIP designee will meet with Community Development staff after bids are received to review the project costs and time schedule.

**2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]**

- A. TOWNSHIP agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
- B. TOWNSHIP agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community Development or his/her designee; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
- C. TOWNSHIP agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
- D. All reports, estimates, memoranda and documents submitted by TOWNSHIP must be dated and bear designee's name.
- E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
- F. TOWNSHIP shall provide an annual project audit of revenues and expenses based upon TOWNSHIP's budget calendar.
- G. TOWNSHIP agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.
- H. TOWNSHIP shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

**3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]**

Pursuant to 24 CFR 570.504(c), TOWNSHIP agrees that program income, unexpected funds or other assets will not be retained by TOWNSHIP for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to TOWNSHIP shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

**4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]**

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contract, a minimum of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. TOWNSHIP understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 30, 2010 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give TOWNSHIP thirty (30) days written notice of such change. TOWNSHIP agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

- (vii) TOWNSHIP agrees to Equal Opportunity Employment.
- (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, TOWNSHIP will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.
  - (2) TOWNSHIP will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
  - (3) TOWNSHIP agrees to post notices containing the policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of TOWNSHIP, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, TOWNSHIP will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, TOWNSHIP shall comply with:
- (i) Executive Order 11248, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.338; 3 CFR, 1988-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
  - (ii) Section 3 of the Housing and Urban Development Act of 1988 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, TOWNSHIP agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, TOWNSHIP assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 78 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
  2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;

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4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- L. Conflict of Interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
  - (ii) In all other cases, the following provisions apply:
    - (a) TOWNSHIP warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. TOWNSHIP further warrants that it will not employ persons having such an interest.
    - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of TOWNSHIP.
    - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
  - (iii) TOWNSHIP agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.
- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
  - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.203(a) that either:
    - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
    - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
  - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
  - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, TOWNSHIP agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 216 and 226).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, TOWNSHIP agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.
6. **SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]
- In accordance with 24 CFR 85.43, suspension or termination may occur if TOWNSHIP materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.
7. **REVERSION OF ASSETS.** [24 CFR 570.503(b)(8)]

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As indicated in Article 3 of this Agreement, TOWNSHIP shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under TOWNSHIP's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is used to meet one of the national objectives in 24 CFR 670.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or not used in accordance with one of the national objectives as discussed in this section, in which event, the TOWNSHIP shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.

**8. REQUESTS FOR DISBURSEMENT OF FUNDS:**

- A. The County shall pay TOWNSHIP an amount not to exceed Fifty-One Thousand Six Hundred Dollars (\$51,600.00), in 2010 CDBG FUNDING to accomplish the work detailed in this Agreement. TOWNSHIP will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the TOWNSHIP upon submission of invoices for work completed and inspected. TOWNSHIP will provide the OCD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon and Section 3 paperwork, sworn statements from contractors, and waivers of lien with final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. TOWNSHIP agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.
- C. TOWNSHIP agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of TOWNSHIP.

**10. ENFORCEMENT OF AGREEMENT: (24 CFR 62.604(c)(3)(vi))**

In the event TOWNSHIP breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to TOWNSHIP in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that TOWNSHIP has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify TOWNSHIP in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or receipt of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor TOWNSHIP will assign or transfer interest without the written consent of the other.

**11. DURATION OF AGREEMENT:**

This project starts on July 1, 2010 and ends on December 31, 2011.

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**12. PRACTICE AND ETHICS:**

Each party shall conform to the code of ethics of its respective national professional associations.

**13. EQUAL ACCESS:**

TOWNSHIP agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

**14. CONTINGENT FEES:**

TOWNSHIP promises that it has not employed or retained any company or person, other than bona fide employees working solely for TOWNSHIP, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for TOWNSHIP, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to TOWNSHIP.

**15. PAYROLL TAXES:**

TOWNSHIP is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.

**16. SECURITY:**

TOWNSHIP agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. TOWNSHIP shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. TOWNSHIP may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as TOWNSHIP is in compliance with the terms of this Agreement.

**17. INSURANCE REQUIREMENTS:**

TOWNSHIP agrees to require any contractor, subcontractor, or consultant to maintain at the expense of the contractor, subcontractor, or consultant, the following insurance coverage as applicable:

- A. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- C. Comprehensive/Commercial General Liability Insurance with a combined single limits of \$1,000,000 each occurrence for bodily injury and property damage. The COUNTY shall be added as "additional insured" on this Policy with respect to the service provided under this Agreement.
- D. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the COUNTY. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the COUNTY. TOWNSHIP shall be responsible to COUNTY or insurance companies for all costs resulting from both financially unsound insurance companies selected and inadequate insurance coverage. TOWNSHIP shall furnish the COUNTY with satisfactory certificates of insurance or a certified copy of the policy, if requested.

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No payments will be made to TOWNSHIP until current certificates of insurance have been received and approved by the COUNTY. If the insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended. TOWNSHIP shall furnish the COUNTY with certification of insurance evidencing such coverage and endorsements at least ten (10) business days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator, P.O. Box 8646, Ann Arbor, MI 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

**18. INDEMNIFICATION:**

TOWNSHIP will protect, defend and indemnify the COUNTY, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including TOWNSHIP's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of TOWNSHIP.

**19. CONTRACT AMENDMENT:**

Changes mutually agreed upon by the COUNTY and TOWNSHIP will be incorporated into this Agreement by written amendments signed by both parties.

**20. CHOICE OF LAW AND SEVERABILITY:**

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

**21. HEADINGS:**

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

**22. SIGNATURE AUTHORITY:**

The individuals signing this Agreement have the requisite authority to do so and bind TOWNSHIP to the terms and conditions herein.

**23. ENTIRE CONTRACT:**

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

By: \_\_\_\_\_  
Lawrence Kastanbaum (DATE)  
County Clerk/Register

WASHTENAW URBAN COUNTY:

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

ATTESTED TO:

By: \_\_\_\_\_  
David Phillips (DATE)  
Township Clerk

SUPERIOR CHARTER TOWNSHIP:

By: \_\_\_\_\_  
William McFarlane (DATE)  
Township Supervisor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Mary Jo Callan, Director (DATE)  
Office of Community Development

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**ATTACHMENT A- SCOPE OF SERVICES & TIMELINE**

**NARRATIVE DESCRIPTION/ SCOPE OF WORK:**

WASHTENAW COUNTY will contract with SUPERIOR TOWNSHIP to complete one (1) road improvement project, as described in Article I Use of Funds. These projects will be paid for with 2010 CDBG funding in the amount of \$51,600 in addition to TOWNSHIP in-kind contributions for coordination with the Road Commission, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community Development to assure that the requirements for public improvement project are met, according to the following timeline:

**SPECIAL CONDITIONS:**

The TOWNSHIP shall also coordinate with the Office of Community Development to assure that the following requirements for the public facility improvement project are met:

1. CONTRACTOR(s) must follow the requirements of the Davis-Bacon Act and Wage Determination, and the Section 3 regulations, as provided by the Office of Community Development to the TOWNSHIP.
2. CONTRACTOR(s) shall submit a project timeline and attend a pre-construction conference with the Office of Community Development.
3. Upon completion of the bid review process, TOWNSHIP will submit award documents to the Office of Community Development.
4. TOWNSHIP will be subject to the monitoring requirements of the U.S. Department of Housing and Urban Development (HUD) as a recipient of CDBG funds. The monitoring will be conducted by Office of Community Development staff.
5. TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.
6. CONTRACTOR(s) agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.
7. CONTRACTOR(s) agree to maintain performance & payment bonds, as indicated in the 2010-11 RFP documents issued by the Road Commission.

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**PROJECT TIMELINE:**

<b>PROJECT TIMELINE</b>	<b>Deadline</b>
TOWNSHIP will coordinate with WCRC & OCD to release the project for bid with annual Road Commission work in Township.	8/2/10
TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.	8/2/10
TOWNSHIP will provide OCD with a copy of insurance certificate, annual audit, and budget summary for TOWNSHIP.	11/1/10
TOWNSHIP/WCRC will provide OCD with copy of bid documents, bid tabulation, bonding, contractor information form, contract, and insurance certificate for contractor selected.	8/22/10
TOWNSHIP will coordinate with the OCD & WCRC to schedule pre-construction conference for Ypsilanti Township HMA projects.	8/22/10
TOWNSHIP/WCRC contractor begins construction work on the Ypsilanti Township HMA projects.	10/1/10
TOWNSHIP/WCRC contractor achieves substantial completion of construction work on the Ypsilanti Township HMA projects.	11/1/10
TOWNSHIP/WCRC complete final inspection of Ypsilanti Township HMA projects.	12/1/10
TOWNSHIP will provide the OCD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors, waivers of lien w/ final request for reimbursement of CDBG-eligible costs.	2/1/11
TOWNSHIP will coordinate with the Office of Community Development to complete an annual CDBG monitoring visit.	8/30/11
<b>Project Completion Date: 6/1/11</b>	

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**ATTACHMENT B- PROJECT BUDGET**

**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$51,600 of 2010 CDBG Funds according to the according to the budget below.

**PROJECT BUDGET:**

PROGRAM BUDGET		NAME:	2010 ROAD IMPROVEMENT	
REVENUE SOURCE(S):	THIS REQUEST		SUPERIOR TOWNSHIP	TOTAL
Grant Amounts – CDBG	\$51,600		\$51,600	\$51,600.00
Grant Amounts – CDBG-R				
Other Support – Superior Twp	\$0		\$0	\$51,600.00
Status of Funds	Secured			
<b>Total Revenues</b>	<b>\$51,600.00</b>		<b>\$51,600.00</b>	<b>\$51,600.00</b>
PROGRAM EXPENSES	THIS REQUEST		SUPERIOR TOWNSHIP	TOTAL
Personnel, Taxes & Fringo Benefits				
Consultant & Contractual Fees				
Space & Related Costs				
Printing / Supplies				
Specific Assistance - scholarships				
Audit				
Program Evaluation				
Marketing				
Other – postage, communications				
Other – travel, insurance				
Other – staff development				
Other – fundraising expense				
WC Road Commission	\$51,600		\$51,600	\$51,600
<b>Total Expenditures</b>	<b>\$51,600.00</b>		<b>\$51,600.00</b>	<b>\$51,600.00</b>

**SUPERIOR TOWNSHIP BUILDING DEPARTMENT  
 MONTH-END REPORT  
 OCTOBER 2010**

Category	Estimated Cost	Permit Fee	Number of Permits
<b>ADDITIONS</b>	\$38,856	\$270.00	2
<b>DEMOLITIONS</b>	\$0	\$100.00	1
<b>DETACHED ACCESSORY STRUCTURES</b>	\$98,969	\$445.00	1
<b>ELECTRIC PERMITS</b>	\$0	\$1,266.00	10
<b>MECHANICAL PERMIT</b>	\$0	\$4,040.25	35
<b>MOBILE HOMES</b>	\$0	\$265.00	3
<b>PLUMBING PERMITS</b>	\$0	\$1,311.00	6
<b>REMODEL/REPAIRS</b>	\$3,600	\$670.00	7
<b>Totals</b>	\$141,425	\$8,367.25	65

**INSPECTIONS**

**BUILDING OFFICIAL**                      125

**ELECTRICAL INSPECTOR  
 (CONTRACTOR)**

19 @ \$30.00

**REIMBURSEMENTS**

\$570.00

**SUPERIOR TOWNSHIP BUILDING DEPARTMENT  
 YEAR-TO-DATE REPORT  
 2010**

Category	Estimated Cost	Permit Fee	Number of Permits
<b>ADDITIONS</b>	\$607,500	\$6,069.00	38
<b>BUSINESS/COMMERCIAL</b>	\$242,821	\$662.00	2
<b>DEMOLITIONS</b>	\$0	\$725.00	6
<b>DETACHED ACCESSORY STRUCTURES</b>	\$189,721	\$1,177.00	4
<b>ELECTRIC PERMITS</b>	\$0	\$12,052.00	94
<b>HOSPITAL</b>	\$6,031,897	\$27,344.00	6
<b>MECHANICAL PERMIT</b>	\$0	\$24,450.25	239
<b>MOBILE HOMES</b>	\$0	\$365.00	4
<b>OTHER</b>	\$185,650	\$1,525.00	7
<b>PLUMBING PERMITS</b>	\$0	\$8,718.00	70
<b>REMODEL/REPAIRS</b>	\$735,791	\$9,446.00	75
<b>SINGLE FAMILY DWELLINGS</b>	\$4,341,087	\$27,348.00	9
<b>Totals</b>	<b>\$12,334,467</b>	<b>\$119,881.25</b>	<b>554</b>

	INSPECTIONS	REIMBURSEMENTS
<b>BUILDING OFFICIAL</b>	<b>905</b>	
<b>ELECTRICAL INSPECTOR (CONTRACTOR - ED MANIER)</b>	<b>168 @ \$30.00</b>	<b>\$5,040.00</b>
<b>ELECTRICAL INSPECTOR (CONTRACTOR - RON LEONARD)</b>	<b>1 @ \$30.00</b>	<b>\$ 30.00</b>
<b>MECHANICAL &amp; PLUMBING INSPECTOR (CONTRACTOR - LENNY CZINSKI)</b>	<b>22 @ \$30.00</b>	<b>\$ 660.00</b>

## **2010 Fire Department Responses October**

**Structure Fires: 0**

**Vehicle Fires: 0**

**Brush Fires: 1**

**Trash Fires: 1**

**Medical Emergencies: 51**

**Personal Injury Accidents: 4**

1. Geddes/Leforge
2. Cherry Hill/Gale
3. M14/Ford
4. Plymouth/M153 (Fatal)

**Property Damage Accidents: 6**

**Residential Fire Alarm: 6**

**Commercial Fire Alarm: 3**

**St. Joseph Mercy Hospital Alarms: 4**

**Utility Emergency: 3**

**Public Service Request: 2**

**Good Intent: 6**

**Carbon Monoxide Alarms: 0**

**Mutual Aid: 2**

**All Other Incidents: 0**

**Total Alarms: 89**

**Burn Permits: 91**

## Charter Township of Superior

### *Fire Department*

7999 Ford Road. Ypsilanti, Michigan 48198

To: William McFarlane, Supervisor

Date: October 1, 2010

Ref: Fire Marshal Report for October 2010

10/4/10

Researched code violations for Monk's and Hyundai-Kia  
Typed and sent violation letters.

10/5/10

Finished fire marshal report for September 2010  
Started reviewing sprinkler plans for Anatomic Pathology Laboratory

10/6/10

Finished reviewing sprinkler plans for Anatomic Pathology Laboratory

10/7/10

Started reviewing sprinkler plans for Hospital entry addition

10/11/10

Holiday Columbus Day

10/12/10

Worked on sprinkler plan review Hospital entry addition

10/13/10

Finished sprinkler plan review for Hospital entry addition  
Started updating inspection and pre-plan information in computers for Roger Monk's

10/14/10

Finished updating information in computer for Roger Monk's  
Entered pre-plan information into computer for Fresenius Medical Care

10/18/10

Had meeting about specification for new engine  
Talked with building department about car hitting house on Scarlet Oak Dr.  
Finished updating pre-plan information in computers for Fresenius Medical Care

10/20/10

Researched fire alarm at Christian Love Church

Responded to MVA on M-14

Responded on EMS Call

10/21/10

Typed and sent letter to Treasure office about false alarms at Christian Love Church

Talked with Bruce from Hyundai

Talked with Cheney School about public education demo

10/25/10

Did paper work

Worked on getting public education material for demo on Wednesday

10/26/10

Did paper work

Attended training on how to use the new portable radios

Talked with Bruce from Hyundai

10/27/10

Did two public education demo at Cheney School one in the morning and one in the afternoon

10/28/10

Reviewed final report from Michigan State Police on samples sent to lab from the party store fire

Took radios to Pittsfield Township Fire department for up grading

Did rough inspection of sprinkler piping at St Joe Anatomical Pathology

Total Inspections to date: 38

Total Fire Investigations to date: 9

Structure Fire Investigation: 7

Grass Fire Investigation: 1

Vehicle fire investigation: 1

Total Hours for October 2010: 86

Total Hour to Date: 1118

Respectfully Submitted:



Wayne Dickinson, Fire Marshal

Superior Township Fire Department

Cc. Dave Phillips, Clerk

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**INTEROFFICE MEMORANDUM**

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**TO:** BILL MCFARLANE SUPERVISOR  
**FROM:** RONALD SMITH CAPTAIN  
**SUBJECT:** HOSPITAL ALARMS  
**DATE:** 11/7/10

SUPERIOR TOWNSHIP FIRE DEPARTMENT FALSE ALARM RESPONSES TO SAINT JOSEPH HOSPITAL  
FOR OCTOBER 2010

TOTAL FALSE ALARMS: 4

1ST ALARM: NO CHARGE

2ND ALARM: \$50.00

3RD THROUGH 4TH ALARM: \$200.00 EACH

TOTAL: \$450.00

**ALARM LOCATIONS:**

5401 MCAULEY (1)

5333 MCAULEY (1)

5301 MCAULEY (2)

## Superior Township Ordinance Report October to November 2010

### Landscape Debris-Blight

### Ordinance 165

Harris, Ridge  
Geddes, Macarthur  
Prospect, Ford

Signs removed

8549 Liverpool

Dead tree overhanging yard. 1<sup>st</sup> notice, no response from bank. Citation issued, await court hearing.

1646 Wiard

Dead tree overhanging neighbor's yard. 1<sup>st</sup> letter; partially removed, violation issued. Owner began removing dead limbs, pending

1931 Ridge

large pile of dumped materials in back yard. Ticket issued; pending.

1510 Wiard

Trash left out. 1<sup>st</sup> letter sent.

8887 Nottingham

trash left out- letter, removed.

8633 Cedar Ct.

trash left out- letter, removed.

1743 Sheffield

Trash in back yard, partially cleared.

Stamford

debris and junk on front lawn. Cleared,  
dismissed court proceedings..

1171

8857 Nottingham

trash left out- letter, removed

### Noise Complaints

3366 Martin

Complaint of loud Vehicles. 1<sup>st</sup> note sent.

## **Animals**

8615 Pine                      Complaint of barking dog. 1<sup>st</sup> notice to owner. No further issue.

5640 Overbrook                Complaint of barking dogs. Resident agreed to keep dogs in at night and control daytime barking.

## **Vehicles**

Heather Drive/Heather Ct. Car parked backward with sale signed. Referred To WCSO, removed.

1746 Sheffield                Inoperable/unlicensed car in drive. Violation issued. No response; pending. To cite.

8281 Barrington              inoperable vehicles on street. Referred to WCSO.

1171 Stamford                inoperable vehicle in drive. citation issued, removed, court dismissed.

8528 Liverpool                large RV parked across sidewalk. Referred to WCSO

1592 Stratford Ct.            Report of parking of 3 commercial vehicles. 1<sup>st</sup> notice. Vehicle moved.

*Miles: 237*

*Time: 39*

*Submitted by John Hudson, Ordinance Officer*

*Cc: Supv, Clerk, Treas, Build. Insp., WCSD*



**PARKS & RECREATION**  
**SUPERIOR TOWNSHIP PARK COMMISSION**  
 Regular Meeting – September 27, 2010  
 Old Township Hall  
 7:30 p.m.  
**ADOPTED MINUTES**

1) CALL TO ORDER

The regular meeting of the Superior Township Parks and Recreation Commission was called to order at 7:30 p.m. at Old Township Hall by the Chair, Jan Berry.

2) ROLL CALL: Lansing, Kern-Boprie, Wilbanks, Berry, Morris, Allen, Hillman

PRESENT: Kern-Boprie, Lansing, Wilbanks, Berry, Allen, Morris

ABSENT: Hillman

STAFF: Keith Lockie, Parks Administrator, Alex Williams, Township Liaison and Greg Secord, Maintenance Supervisor were also in attendance.

3) FLAG SALUTE

The flag salute was led by Berry

4) APPROVAL OF AGENDA

It was moved by Wilbanks supported by Morris that the agenda be approved.

5) APPROVAL OF MINUTES OF

It was moved by Wilbanks, supported by Allen, that the minutes of the regular meeting of August 23, 2010 be corrected and accepted. The minutes were accepted as corrected.

6) CITIZEN PARTICIPATION

None

7) TOWNSHIP LIAISON

From attending the last Board meeting, Williams reported that the bond re-financing for the Utility Department went through. He also stated that the Township is going to decline participating in a sewer line connection between Salem and Ypsilanti Township. Ordinance 179 will go into effect in May, 2011 to control growth around residences, if needed the money will be added to the offending resident's taxes to keep the property mowed. Williams made us aware of County Clean-Up Day which is taking place on October 16, 2010. The Washtenaw County Road Commission is still evaluating the roundabout on Plymouth Road.

8) REPORTS

A. Chairperson:

Berry talked about the vandalism and attempted removal of one of the Conrad Taylor memorial benches at Oakbrook Park. Secord explained how he would secure the benches in the future. The bench is temporarily stored at Old Town Hall. Berry also mentioned that there had been some vandalism at Schroeter Park by someone taking a vehicle through the park grounds. Berry announced that the Eagle Scout, Tyler Allum, who did the trail project at Cherry Hill Nature Preserve has some money left over that he is going to donate to the Commission to be used for Cherry Hill Nature Preserve projects. Lastly, Berry noted the excellent job that the maintenance staff was doing with the culverts in the Cherry Hill Nature Preserve.

B. Administrator:

Attached to these minutes.

C. Board Meeting Attendees:

Morris mentioned that there was a four percent increase in the Washtenaw County Sheriff contract passed at the last Board meeting. She also made the Commission aware of the Recycling Meeting taking place October 16, 2010.

D. Park Steward:

None

E. Safety:

Secord reported that there had been no Injuries in the last month.

Wilbanks moved, supported by Morris, to accept the Reports. The motion carried.

9) COMMUNICATIONS

Attached to this report.

Kern-Boprie moved, supported by Morris, to accept the Communications. The motion carried.

10) OLD BUSINESS

A. **SIGNS** – Secord was unable to get estimates and will know more at the next meeting about prices for the new signs.

B. **DEAD ASH TREES IN CHERRY HILL NATURE PRESERVE** – Secord cleared many of the ash trees at Cherry Hill Nature Preserve and is tagging the ones that will be removed by Evergreen Tree Service at a later date.

11) NEW BUSINESS

A. **NORFOLK TREE** – There has been a complaint lodged about a tree that is leaning at Norfolk Park. Secord had three evaluations and they all determined that the tree, a red oak, is stable and presents no danger to the surrounding area.

B. **NORFOLK FOUNTAIN** – Secord thinks that the fountain at Norfolk Park should be removed or repaired. Morris recommended keeping an active spigot at the park and removing the fountain.

C. **PARTY STORE BUILDING** – The party store on MacArthur burned and the store is empty and closed. Supervisor McFarlane has discussed the possibility of purchasing the building for library and parks use. It would be beneficial for the Township per Berry because the crime rate has dropped since the store's closing and it would be an excellent spot from which to serve the community.

12) BILLS FOR PAYMENT

Allen moved, supported by Berry, to pay the bills totaling \$4,356.35 (four thousand three hundred fifty-six dollars and thirty-five cents). The motion carried unanimously.

13) FINANCIAL STATEMENTS

Wilbanks moved, supported by Allen, to accept the August, 2010 Financial Statements. The motion carried unanimously.

14) PLEAS AND PETITIONS –

Kern-Boprie suggested holding a pumpkin carving event at Norfolk Park on 10/23/10 because we had Recreation money left.

15) ADJOURNMENT

It was moved by Wilbanks supported by Kern-Boprie that the meeting be adjourned. The motion passed unanimously. The meeting was adjourned at 8:18 p.m.

Respectfully submitted,  
Dan Allen, Secretary

# Zoning Report

October 25, 2010

**7900 Ford Road**- The Superior Township Fire Department along with several other area fire departments have completed their training exercises and burning of the blighted structures at this location. The Stipulated Consent Order entered into by the Township and the owner requires the owner to demolish remaining foundations and the cleaning and restoration of the site within thirty days of the completion of the Fire Department training activities.

**Humane Society of Huron Valley**- The project contractor (Phoenix Construction) has requested final inspections for the completion of the Humane Society project. A Temporary Certificate of Occupancy was previously issued which allowed occupancy of the new building during the demolition of the existing structures and the parking lot construction. Township Planning and Engineering consultants will review the project and a final building inspection will be performed this week.

**1710 Ridge Road**- A Formal Hearing relating to zoning violations and blight (storage trailers and storage of a mobile home) at the property was scheduled for October 26, 2010. The hearing has been adjourned for a couple of weeks at the request of the owner's attorney.

**United Memorial Gardens**- The construction required by the Consent Judgment has been completed and the sureties posted by the new owners (Midwest Memorial Group, LLC) have been returned. This completes a project begun over 10 years ago under the previous owner. A representative of the new owner has indicated they are interested in the construction of one new mausoleum and several small temporary mausoleum structures. At this time, meetings with Township staff and consultants have not been scheduled.

**9045 Macarthur Blvd.**- As indicated in my August report, a late July fire in the party store portion of the building resulted in the condemnation of the entire building. To my knowledge, insurance company investigations of the fire are still ongoing. The Township Board has

authorized a limited investigation into the possibilities of the Township acquiring the property for future Parks and Recreation and Library needs.

**Medical Marijuana Moratorium**- At their September 20, 2010 meeting, the Township Board approved the second reading of a resolution authorizing a 12 month moratorium on “..the issuance of any and all permits, licenses and approvals for the production for compensation, sale or dispensation of medical marihuana for twelve (12) months or until an amendment of all applicable codes, whichever occurs first.”

Richard Mayernik, Building/Zoning Official

A handwritten signature in black ink, consisting of a large, stylized capital letter 'R' with a vertical line through it, enclosed within a circular loop.

10:24 AM  
 10/27/10  
 Accrual Basis

## Superior Township Utility Department

### Balance Sheet

As of September 30, 2010

	Sep 30, 10	Aug 31, 10	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
100 · CASH - O&M			
101 · O&M Checking - Chase	144,093.62	153,718.14	(9,624.52)
103 · O&M Cash in Register	300.00	300.00	0.00
104 · O&M Petty Cash	100.00	100.00	0.00
112 · O&M Money Mkt. - Comerica	794,566.29	754,053.49	40,512.80
113 · O&M Genesee Cty Bonds-Come...	160,000.00	200,000.00	(40,000.00)
<b>Total 100 · CASH - O&amp;M</b>	<b>1,099,059.91</b>	<b>1,108,171.63</b>	<b>(9,111.72)</b>
115 · CASH - SYSTEM REPAIR RESER...			
114 · Sys. Rep. Gen. Cty.-Comerica	165,000.00	200,000.00	(35,000.00)
119 · Sys. Rep. Money Mkt. - Comerica	434,038.20	398,625.15	35,413.05
<b>Total 115 · CASH - SYSTEM REPAIR R...</b>	<b>599,038.20</b>	<b>598,625.15</b>	<b>413.05</b>
120 · CASH - CAPITAL RESERVE			
125 · Cap. Res. Checking - Chase	1,187,712.66	2,305,065.81	(1,117,353.15)
126 · Cap. Res. Savings - Chase	2,003,007.76	2,002,267.73	740.03
<b>Total 120 · CASH - CAPITAL RESERVE</b>	<b>3,190,720.42</b>	<b>4,307,333.54</b>	<b>(1,116,613.12)</b>
140 · CASH - DEBT SERVICE RESERVE			
146 · Debt Service FHLB - Comerica			
146-C · Debt Serv. FHLB - Cash & E...	2,287.81	2,287.81	0.00
146-S · Debt Serv. FHLB - Sec.	1,304,267.40	1,303,061.25	1,206.15
<b>Total 146 · Debt Service FHLB - Come...</b>	<b>1,306,555.21</b>	<b>1,305,349.06</b>	<b>1,206.15</b>
<b>Total 140 · CASH - DEBT SERVICE RE...</b>	<b>1,306,555.21</b>	<b>1,305,349.06</b>	<b>1,206.15</b>
154 · GRANTS FUNDS			
155 · EECBG Grant Checking - Chase	37,627.02	46,510.38	(8,883.36)
<b>Total 154 · GRANTS FUNDS</b>	<b>37,627.02</b>	<b>46,510.38</b>	<b>(8,883.36)</b>
<b>Total Checking/Savings</b>	<b>6,233,000.76</b>	<b>7,365,989.76</b>	<b>(1,132,989.00)</b>
<b>Accounts Receivable</b>			
160 · A/R - Due From Other Funds	63,882.46	62,541.98	1,340.48
161 · A/R - Other Customers	15,502.54	14,092.03	1,410.51
162 · A/R - Water/Sewer Bills	632,378.39	723,591.63	(91,213.24)
<b>Total Accounts Receivable</b>	<b>711,763.39</b>	<b>800,225.64</b>	<b>(88,462.25)</b>
<b>Other Current Assets</b>			
164 · Undeposited Funds	22,633.28	1,502.76	21,130.52
166 · Prepaid Expenses	14,863.08	18,279.02	(3,415.94)
170 · Inventory - Meters & Parts	76,185.00	74,305.00	1,880.00
<b>Total Other Current Assets</b>	<b>113,681.36</b>	<b>94,086.78</b>	<b>19,594.58</b>
<b>Total Current Assets</b>	<b>7,058,445.51</b>	<b>8,260,302.18</b>	<b>(1,201,856.67)</b>

10:24 AM  
 10/27/10  
 Accrual Basis

## Superior Township Utility Department

### Balance Sheet

As of September 30, 2010

	Sep 30, 10	Aug 31, 10	\$ Change
<b>Fixed Assets</b>			
174 · Buildings	3,218,651.41	3,218,651.41	0.00
175 · Acc. Dep. - Buildings	(370,095.28)	(360,728.36)	(9,366.92)
176 · Water & Sewer System	18,775,646.49	18,775,646.49	0.00
177 · Acc. Dep. - Water & Sewer Sys.	(3,619,699.68)	(3,578,164.35)	(41,535.33)
178 · Improvements & Equipment	849,254.56	849,254.56	0.00
179 · Acc. Dep - Imp. & Equipment	(554,781.45)	(552,005.37)	(2,776.08)
180 · Office Improvements	21,371.19	21,371.19	0.00
181 · Acc. Dep. - Office Improvements	(12,225.75)	(12,156.00)	(69.75)
182 · Office Furniture & Equipment	196,097.20	196,097.20	0.00
183 · Acc. Dep. - Off. Furn. & Equip.	(124,044.36)	(122,390.86)	(1,653.50)
184 · Vehicles	517,093.35	517,093.35	0.00
185 · Acc. Dep. - Vehicles	(286,517.22)	(282,129.64)	(4,387.58)
186 · Metering Program	110,008.00	110,008.00	0.00
187 · Acc. Dep. - Meter Program	(103,924.50)	(103,325.00)	(599.50)
188 · Land	210,462.50	210,462.50	0.00
190 · Const. in Progress	315,437.31	262,632.31	52,805.00
<b>Total Fixed Assets</b>	19,142,733.77	19,150,317.43	(7,583.66)
<b>TOTAL ASSETS</b>	26,201,179.28	27,410,619.61	(1,209,440.33)
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
200 · A/P - Due To Other Funds	60,000.00	60,210.00	(210.00)
205 · A/P - Vendors	154,371.27	198,060.42	(43,689.15)
<b>Total Accounts Payable</b>	214,371.27	258,270.42	(43,899.15)
<b>Other Current Liabilities</b>			
219 · Contracts Payable			
220 · Contract Payable - YCUA Bond	3,310,000.00	4,310,000.00	(1,000,000.00)
221 · Contract Payable - 2003 Bond	1,511,432.86	1,511,432.86	0.00
<b>Total 219 · Contracts Payable</b>	4,821,432.86	5,821,432.86	(1,000,000.00)
225 · Accrued Vacation & Sick Pay	47,460.35	47,460.35	0.00
<b>Total Other Current Liabilities</b>	4,868,893.21	5,868,893.21	(1,000,000.00)
<b>Total Current Liabilities</b>	5,083,264.48	6,127,163.63	(1,043,899.15)
<b>Total Liabilities</b>	5,083,264.48	6,127,163.63	(1,043,899.15)
<b>Equity</b>			
390 · Retained Earnings	21,800,482.88	21,800,482.88	0.00
Net Income	(682,568.08)	(517,026.90)	(165,541.18)
<b>Total Equity</b>	21,117,914.80	21,283,455.98	(165,541.18)
<b>TOTAL LIABILITIES &amp; EQUITY</b>	26,201,179.28	27,410,619.61	(1,209,440.33)

# Superior Township Utility Department

## O&M Profit & Loss - Budget to Actual

### January through September 2010

	Jan - Sep 10	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · Water & Sewer Income				
401 · Water & Sewer Sales	1,101,416.39	1,555,870.00	(454,453.61)	70.8%
404 · Water Sales	660,595.46	975,941.00	(315,345.54)	67.7%
405 · Sewer Sales				
Total 401 · Water & Sewer Sales	1,762,011.85	2,531,811.00	(769,799.15)	69.6%
408 · Penalty Income	41,878.58	50,000.00	(8,121.42)	83.8%
Total 400 · Water & Sewer Income	1,803,890.43	2,581,811.00	(777,920.57)	69.9%
410 · Meter Sales Income	3,325.00	6,000.00	(2,675.00)	55.4%
420 · Miscellaneous Income				
421 · Fees	5,729.21	3,900.00	1,829.21	146.9%
423 · Customer Call Out Income	1,023.79	1,500.00	(476.21)	68.3%
424 · Lift Station Income	6,750.68	6,750.00	0.68	100.0%
425 · Other Miscellaneous Income	8,192.58	6,000.00	2,192.58	136.5%
Total 420 · Miscellaneous Income	21,696.26	18,150.00	3,546.26	119.5%
440 · Interest Income				
441 · Interest on Bank Accounts	4,236.49	5,200.00	(963.51)	81.5%
450 · Interest on Loans to Developers	1,731.51	1,732.00	(0.49)	100.0%
Total 440 · Interest Income	5,968.00	6,932.00	(964.00)	86.1%
Total Income	1,834,879.69	2,612,893.00	(778,013.31)	70.2%
Gross Profit	1,834,879.69	2,612,893.00	(778,013.31)	70.2%
Expense				
550 · Water & Sewer Purchased				
555 · Water Purchased	633,665.67	891,756.00	(258,090.33)	71.1%
560 · Sewer Purchased	461,127.52	647,139.00	(186,011.48)	71.3%
Total 550 · Water & Sewer Purchased	1,094,793.19	1,538,895.00	(444,101.81)	71.1%
600 · Payroll Expenses				
601 · Salaries	319,028.72	401,909.00	(82,880.28)	79.4%
602 · Overtime Premium	1,293.51	4,000.00	(2,706.49)	32.3%
603 · Longevity/Tax. Benefits	25,271.75	24,809.00	462.75	101.9%
605 · FICA/Medicare	25,850.72	33,112.00	(7,261.28)	78.1%
607 · Employee Insurance	66,932.20	90,004.00	(23,071.80)	74.4%
608 · Prescription Reimbursements	0.00	400.00	(400.00)	0.0%

# Superior Township Utility Department

## O&M Profit & Loss - Budget to Actual

### January through September 2010

	Jan - Sep 10	Budget	\$ Over Budget	% of Budget
609 · Pension Expense	32,683.21	41,990.00	(9,306.79)	77.8%
610 · MERS Health Savings Account	8,797.50	11,730.00	(2,932.50)	75.0%
<b>Total 600 · Payroll Expenses</b>	<b>479,857.61</b>	<b>607,954.00</b>	<b>(128,096.39)</b>	<b>78.9%</b>
611 · Building & Equipment Expenses				
611-AB · Administration Building				
620-AB · Repairs & Maintenance	1,709.72	5,000.00	(3,290.28)	34.2%
643-AB · Computer Services & Su...	9,655.24	13,000.00	(3,344.76)	74.3%
645-AB · Operating Supplies	3,428.48	4,000.00	(571.52)	85.7%
665-AB · Utilities	5,902.64	9,500.00	(3,597.36)	62.1%
668-AB · Telecommunications	4,672.10	4,000.00	672.10	116.8%
677-AB · Leased Equipment	3,449.36	3,000.00	449.36	115.0%
678-AB · Cleaning Services	1,365.00	2,000.00	(635.00)	68.3%
<b>Total 611-AB · Administration Building</b>	<b>30,182.54</b>	<b>40,500.00</b>	<b>(10,317.46)</b>	<b>74.5%</b>
611-MF · Maintenance Facility				
620-MF · Repairs & Maintenance	16,746.00	7,000.00	9,746.00	239.2%
643-MF · Computer Services & Su...	2,239.54	3,000.00	(760.46)	74.7%
645-MF · Operating Supplies	10,142.07	15,000.00	(4,857.93)	67.6%
665-MF · Utilities	14,487.85	23,000.00	(8,512.15)	63.0%
668-MF · Telecommunications	3,712.63	4,200.00	(487.37)	88.4%
<b>Total 611-MF · Maintenance Facility</b>	<b>47,328.09</b>	<b>52,200.00</b>	<b>(4,871.91)</b>	<b>90.7%</b>
611-LB · Lift & Booster Stations				
620-LB · Repairs & Maintenance	1,093.33	6,000.00	(4,906.67)	18.2%
645-LB · Operating Supplies	99.78	5,500.00	(5,400.22)	1.8%
665-LB · Utilities	12,336.44	15,000.00	(2,663.56)	82.2%
668-LB · Telecommunications	348.53	500.00	(151.47)	69.7%
<b>Total 611-LB · Lift &amp; Booster Stations</b>	<b>13,878.08</b>	<b>27,000.00</b>	<b>(13,121.92)</b>	<b>51.4%</b>
<b>Total 611 · Building &amp; Equipment Exp...</b>	<b>91,388.71</b>	<b>119,700.00</b>	<b>(28,311.29)</b>	<b>76.3%</b>
670 · Other Expenses				
618 · Repairs & Maintenance - Other				
620 · R&M - System	25,290.84	25,000.00	290.84	101.2%
625 · R&M - Root Foaming	6,199.08	10,000.00	(3,800.92)	62.0%
<b>Total 618 · Repairs &amp; Maintenance - ...</b>	<b>31,489.92</b>	<b>35,000.00</b>	<b>(3,510.08)</b>	<b>90.0%</b>

# Superior Township Utility Department

## O&M Profit & Loss - Budget to Actual

### January through September 2010

	Jan - Sep 10	Budget	\$ Over Budget	% of Budget
630 · Professional Services				
631 · Prof. Serv. - Engineers (OHM)	7,291.20	30,000.00	(22,708.80)	24.3%
632 · Prof. Serv. - Auditors (PHP)	5,515.00	5,515.00	0.00	100.0%
634 · Prof. Serv. - Accountant	1,500.03	2,000.00	(499.97)	75.0%
635 · Prof. Serv. - Attorneys	1,479.00	3,000.00	(1,521.00)	49.3%
636 · Prof. Serv. - Other	215.00	500.00	(285.00)	43.0%
638 · Prof. Serv. - Magic-W Fees	329.52	500.00	(170.48)	65.9%
<b>Total 630 · Professional Services</b>	<b>16,329.75</b>	<b>41,515.00</b>	<b>(25,185.25)</b>	<b>39.3%</b>
650 · Employee Related Expenses				
651 · Uniforms	1,332.95	3,000.00	(1,667.05)	44.4%
652 · Transportation & Mileage	1,325.70	2,000.00	(674.30)	66.3%
653 · Employee Training	1,740.00	3,000.00	(1,260.00)	58.0%
656 · Misc. Employee Expenses	242.00	600.00	(358.00)	40.3%
<b>Total 650 · Employee Related Expenses...</b>	<b>4,640.65</b>	<b>8,600.00</b>	<b>(3,959.35)</b>	<b>54.0%</b>
671 · Meters & Supplies	11,890.23	20,000.00	(8,109.77)	59.5%
672 · Fuel	5,601.24	7,500.00	(1,898.76)	74.7%
673 · Insurance & Bonds	25,024.54	20,000.00	5,024.54	125.1%
676 · Postage	3,529.38	5,000.00	(1,470.62)	70.6%
701 · Bad Debt Expense	2,909.64	2,910.00	(0.36)	100.0%
709 · Printing & Publishing	4,403.31	5,000.00	(596.69)	88.1%
711 · Memberships, Dues & Licenses	4,138.76	6,000.00	(1,861.24)	69.0%
712 · Miscellaneous Expense	371.29	3,000.00	(2,628.71)	12.4%
<b>Total 670 · Other Expenses</b>	<b>110,328.71</b>	<b>154,525.00</b>	<b>(44,196.29)</b>	<b>71.4%</b>
<b>Total Expense</b>	<b>1,776,368.22</b>	<b>2,421,074.00</b>	<b>(644,705.78)</b>	<b>73.4%</b>
Net Ordinary Income	58,511.47	191,819.00	(133,307.53)	30.5%
Other Income/Expense				
Other Expense				
850 · Transfers OUT	100,000.00	191,819.00	(91,819.00)	52.1%
856 · Trans. Out to Capital Reserve				
<b>Total 850 · Transfers OUT</b>	<b>100,000.00</b>	<b>191,819.00</b>	<b>(91,819.00)</b>	<b>52.1%</b>
<b>Total Other Expense</b>	<b>100,000.00</b>	<b>191,819.00</b>	<b>(91,819.00)</b>	<b>52.1%</b>
<b>Net Other Income</b>	<b>(100,000.00)</b>	<b>(191,819.00)</b>	<b>91,819.00</b>	<b>52.1%</b>
<b>Net Income</b>	<b>(41,488.53)</b>	<b>0.00</b>	<b>(41,488.53)</b>	<b>100.0%</b>

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Superior Township Utility Department  
Y-T-D Profit & Loss by Class  
January through September 2010

Accrual Basis

	O&M		Cap. Res.		Sys. Rep. Res.		Debt Serv.		TOTAL	
	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...				
Ordinary Income/Expense										
Income										
400 · Water & Sewer Income										
401 · Water & Sewer Sales	1101416	1031909							1101416	1031909
404 · Water Sales	660,595	676,436							660,595	676,436
405 · Sewer Sales										
Total 401 · Water & Sewer Sales	1,762,012	1,708,345							1,762,012	1,708,345
408 · Penalty Income	41,879	37,718							41,879	37,718
Total 400 · Water & Sewer Income	1,803,890	1,746,063							1,803,890	1,746,063
410 · Meter Sales Income	3,325	10,450							3,325	10,450
412 · Connection Fees Income				42,000						42,000
416 · T&T Income				42,000						42,000
Total 412 · Connection Fees Income				42,000						42,000
420 · Miscellaneous Income										
421 · Fees	5,729	4,976							5,729	4,976
423 · Customer Call Out Income	1,024	303							1,024	303
424 · Lift Station Income	6,751	6,556							6,751	6,556
425 · Other Miscellaneous Income	8,193	3,720							8,193	(16,627)
429 · Sale of Fixed Assets				(20,347)						1,595
Total 420 · Miscellaneous Income	21,696	15,555		(18,752)					21,696	(3,197)
440 · Interest Income										
441 · Interest on Bank Accounts	4,236	1,713	3,008	3,461	2,886	874	14,565	1,753	24,695	7,801
450 · Interest on Loans to Develop...	1,732	1,732							1,732	1,732
Total 440 · Interest Income	5,968	3,444	3,008	3,461	2,886	874	14,565	1,753	26,427	9,532
Total Income	1,834,880	1,775,512	3,008	26,709	2,886	874	14,565	1,753	1,855,338	1,804,848
Gross Profit	1,834,880	1,775,512	3,008	26,709	2,886	874	14,565	1,753	1,855,338	1,804,848
Expense										
550 · Water & Sewer Purchased										
555 · Water Purchased	633,666	586,363							633,666	586,363
560 · Sewer Purchased	461,128	451,772							461,128	451,772
Total 550 · Water & Sewer Purchased	1,094,793	1,038,135							1,094,793	1,038,135

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Superior Township Utility Department  
Y-T-D Profit & Loss by Class  
January through September 2010

Accrual Basis

	O&M		Cap. Res.		Sys. Rep. Res.		Debt Serv.		TOTAL	
	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...				
600 · Payroll Expenses										
601 · Salaries	319,029	304,264							319,029	304,264
602 · Overtime Premium	1,294	4,319							1,294	4,319
603 · Longevity/Tax. Benefits	25,272	21,324							25,272	21,324
605 · FICA/Medicare	25,851	24,661							25,851	24,661
607 · Employee Insurance	66,932	63,042							66,932	63,042
609 · Pension Expense	32,683	30,252							32,683	30,252
610 · MERS Health Savings Account	8,798	8,798							8,798	8,798
Total 600 · Payroll Expenses	479,858	456,659							479,858	456,659
611 · Building & Equipment Expenses										
611-AB · Administration Building										
620-AB · Repairs & Maintenance	1,710	4,482							1,710	4,482
643-AB · Computer Services & S...	9,655	10,224							9,655	10,224
645-AB · Operating Supplies	3,428	2,230							3,428	2,230
665-AB · Utilities	5,903	6,384							5,903	6,384
668-AB · Telecommunications	4,672	4,883							4,672	4,883
677-AB · Leased Equipment	3,449	3,308							3,449	3,308
678-AB · Cleaning Services	1,365	1,490							1,365	1,490
Total 611-AB · Administration Build...	30,183	33,001							30,183	33,001
611-MF · Maintenance Facility										
620-MF · Repairs & Maintenance	16,746	6,169							16,746	6,169
643-MF · Computer Services & S...	2,240	2,957							2,240	2,957
645-MF · Operating Supplies	10,142	8,163							10,142	8,163
665-MF · Utilities	14,488	14,293							14,488	14,293
668-MF · Telecommunications	3,713	2,692							3,713	2,692
Total 611-MF · Maintenance Facility	47,328	34,275							47,328	34,275
611-LB · Lift & Booster Stations										
620-LB · Repairs & Maintenance	1,093	8,183							1,093	8,183
645-LB · Operating Supplies	100	3,432							100	3,432
665-LB · Utilities	12,336	11,562							12,336	11,562
668-LB · Telecommunications	349	284							349	284
Total 611-LB · Lift & Booster Stations	13,878	23,460							13,878	23,460
675 · Depreciation			543,498	547,749					543,498	547,749
Total 611 · Building & Equipment Ex...	91,389	90,737	543,498	547,749					634,887	638,486

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Accrual Basis

**Superior Township Utility Department  
Y-T-D Profit & Loss by Class  
January through September 2010**

	O&M		Cap. Res.		Sys. Rep. Res.		Debt Serv.		TOTAL	
	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...				
670 · Other Expenses										
618 · Repairs & Maintenance - Other										
620 · R&M - System	25,291	35,122							25,291	35,122
625 · R&M - Root Foaming	6,199	7,720							6,199	7,720
Total 618 · Repairs & Maintenance ...	31,490	42,842							31,490	42,842
630 · Professional Services										
631 · Prof. Serv. - Engineers (OHM)	7,291	17,934							7,291	17,934
632 · Prof. Serv. - Auditors (PHP)	5,515	5,460							5,515	5,460
634 · Prof. Serv. - Accountant	1,500	1,500							1,500	1,500
635 · Prof. Serv. - Attorneys	1,479	2,457							1,479	2,457
636 · Prof. Serv. - Other	215	58							215	58
638 · Prof. Serv. - Magic-W Fees	330	319							330	319
639 · Prof. Serv. - Out of Scope			4,389						4,389	
Total 630 · Professional Services	16,330	27,727	4,389						20,719	27,727
650 · Employee Related Expenses										
651 · Uniforms	1,333	1,883							1,333	1,883
652 · Transportation & Mileage	1,326	1,178							1,326	1,178
653 · Employee Training	1,740	2,087							1,740	2,087
656 · Misc. Employee Expenses	242	463							242	463
Total 650 · Employee Related Expe...	4,641	5,611							4,641	5,611
671 · Meters & Supplies	11,890	714							11,890	714
672 · Fuel	5,601	4,980							5,601	4,980
673 · Insurance & Bonds	25,025	14,551							25,025	14,551
676 · Postage	3,529	2,500							3,529	2,500
701 · Bad Debt Expense	2,910								2,910	
709 · Printing & Publishing	4,403	3,712							4,403	3,712
711 · Memberships, Dues & Licens...	4,139	4,250							4,139	4,250
712 · Miscellaneous Expense	371	2,374							371	2,374
Total 670 · Other Expenses	110,329	109,261							114,717	109,261
686 · Bond Expenses			4,389							
687 · Bond Agency Fees							259		259	325
689 · Bond Interest Expense							240,752		240,752	146,046
Total 686 · Bond Expenses							241,012		241,012	146,370
Total Expense	1,776,368	1,694,792	547,887	547,749			241,012	146,370	2,565,267	2,388,912
Net Ordinary Income	58,511	80,720	(544,879)	(521,040)	2,886	874	(226,447)	(144,617)	(709,928)	(584,063)

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10/27/10

Accrual Basis

**Superior Township Utility Department  
Y-T-D Profit & Loss by Class  
January through September 2010**

	O&M		Cap. Res.		Sys. Rep. Res.		Debt Serv.		TOTAL	
	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...	Jan - Sep...				
Other Income/Expense										
Other Income										
800 · Transfers IN		100,000	115,000						100,000	115,000
809 · Trans. In from O&M Reserves		100,000	115,000						100,000	115,000
Total 800 · Transfers IN				100,000	115,000				100,000	115,000
Total Other Income				100,000	115,000				100,000	115,000
Other Expense										
850 · Transfers OUT	100,000	115,000							100,000	115,000
856 · Trans. Out to Capital Reserve	100,000	115,000							100,000	115,000
Total 850 · Transfers OUT	100,000	115,000							100,000	115,000
Total Other Expense	(100,000)	(115,000)								
Net Other Income	(41,489)	(34,280)	(444,879)	(406,040)	2,886	874	(226,447)	(144,617)	(709,928)	(584,063)
Net Income										

## Superior Township Utility Department

### A/R - Due From Other Funds (Acct. 160)

As of September 30, 2010

Type	Date	Num	Name	Memo	Open Bala...
Current Invoice	9/30/10	2010-41	Superior Twp. P&R	1/2 KTL's Sly. & FICA - 09/10	3,813.00
Invoice	7/28/10	2010-34	Superior Twp. Utility EECBG	Pay Back CR for Funding EECBG Checking	50,000.00
Total Current					53,813.00
1 - 99 Invoice	9/16/10	2010-39	Superior Twp. P&R	Phones - 09/10	69.46
Invoice	2/10/10	2010-6	Superior Twp. Utility EECBG	Fund New Checking Acct.	10,000.00
Total 1 - 99					10,069.46
> 99					
Total > 99					
TOTAL					<u>63,882.46</u>

**Superior Township Utility Department**  
**A/R - Other Customers (Acct. 161)**  
 As of September 30, 2010

10:25 AM  
10/27/10

Type	Date	Num	Name	Memo	Due Date	Open Bala...
<b>Current</b>						
<b>Total Current</b>						
1 - 99						
Invoice	6/11/10	2010-19	Cross Excavating	Assistance provided at Fairfax Manor 05/2...	7/5/10	310.98
Invoice	7/6/10	2010-23	Cross Excavating	Finance Charge	7/6/10	31.10
Invoice	9/1/10	2010-31	DTE-2	DTE Energy Savings Program Rebates	9/1/10	2,554.25
<b>Total 1 - 99</b>						<b>2,896.33</b>
> 99						
Paym...	2/14/08	1069	Lombardo Companies-Misc.	Overpayment		(5.00)
Paym...	2/15/09	1002	Lombardo Companies-Misc.	Duplicate Payment on Inv. # 012209-1		(30.00)
Invoice	2/2/09	020209-1	Fairfax Manor	Annual Lift Station Maintenance	2/26/09	2,076.53
Invoice	2/26/09	022609-1	Fairfax Manor	10% Penalty	2/26/09	655.60
Invoice	2/13/09	021309-1	Fairfax Manor	Heather @ Fairfax Lift Station	3/9/09	1,098.95
Invoice	3/13/09	031309-1	Fairfax Manor	10% Penalty	3/13/09	109.90
Invoice	4/3/09	040309-1	Fairfax Manor	Red Float	4/27/09	564.04
Invoice	4/28/09	042809-1	Fairfax Manor	10% Penalty	4/28/09	56.40
Invoice	4/9/09	040909-1	Fairfax Manor	Red Float	5/3/09	564.04
Invoice	5/5/09	050509-1	Fairfax Manor	10% Penalty	5/5/09	56.40
Invoice	11/10/09	111009-1	Fairfax Manor	10% Penalty	11/10/09	27.60
Invoice	11/25/09	112509-2	Fairfax Manor	10% Penalty	11/25/09	6.00
Invoice	2/1/10	2010-3	Fairfax Manor	Annual Lift Station Maintenance	2/25/10	6,750.68
Invoice	2/26/10	2010-6	Fairfax Manor	10% Penalty	2/26/10	675.07
<b>Total &gt; 99</b>						<b>12,606.21</b>
<b>TOTAL</b>						<b>15,502.54</b>



**Prepaid Expenses (Acct. 166)**  
 Month of: **SEPTEMBER, 2010**

**UTILITY DEPARTMENT**

Type	Date	Number	Name	Memo	Amount	Balance	Months Left
Bill	08/25/09	12238	Tyler Technologies, Inc.	UB Maint. Cont. - 11/09-10/10	\$1,252.00		
JE	Various	Various		Nov. 09 - Sep. 10 Expense	(\$1,147.67)	\$104.33	1
Bill	12/01/09	ZA10008539	Sensus Metering Systems	Annual Maint. Cont. - 12/09-11/10	\$1,320.00		
JE	Various	Various		Dec. 09 - Sep. 10 Expense	(\$1,100.00)	\$220.00	2
Bill	10/01/09	SV9042-09	Mich. Rural Water Ass'n	Annual Dues - 01-12/10	\$375.00		
JE	Various	Various		Jan. - Sep. 10 Expense	(\$281.25)	\$93.75	3
Bill	11/09/09	92079241	Environmental Systems	ArcView Maint. Fee - 01-12/10	\$800.00		
JE	Various	Various		Jan. - Sep. 10 Expense	(\$600.03)	\$199.97	3
Bill	11/25/09	2010330	Miss Dig	Annual Dues - 01-12/10	\$392.28		
JE	Various	Various		Jan. - Sep. 10 Expense	(\$294.21)	\$98.07	3
Bill	01/30/10		Superior Twp. General Fund	Municipal Insurance - 01-12/10	\$23,414.00		
JE	Various	Various		Jan. - Sep. 10 Expense	(\$17,560.49)	\$5,853.51	3
Bill	06/01/10		Michigan Municipal League	Worker's Comp. Insurance - 07/10-06/11	\$8,861.16		
JE	Various	Various		Jul. - Sep. 10 Expense	(\$2,215.29)	\$6,645.87	9
Bill	06/15/10	7000234720	American Water Works Ass'n	Annual Membership - 09/10-08/11	\$295.00		
JE	Various	Various		Sep. 10 Expense	(\$24.62)	\$270.38	11
Bill	08/13/10	173449	Tyler Technologies, Inc.	UB Maint. Cont. - 11/10-10/11	\$1,377.20		
JE	Various	Various			\$0.00	\$1,377.20	12
<b>Total 166 Prepaid Expenses</b>						<b>\$14,863.08</b>	

Superior Township Utility Department  
A/P - Due To Other Funds (Acct. 200)  
As of September 30, 2010

Date	Name	Memo	Open Balance
Current			
Total Current			
1 - 99			
7/28/10	Superior Twp. Util. Dept. Capital Reserve	Pay Back Cap. Res. for Funding EECBG Grant Checking	50,000.00
Total 1 - 99			50,000.00
> 99			
2/10/10	Superior Twp. Util. Dept. Capital Reserve	Pay Back Cap. Res. for Funding New Checking Account	10,000.00
Total > 99			10,000.00
TOTAL			60,000.00

# Superior Township Utility Department

## A/P - Vendors (Acct. 205)

### As of September 30, 2010

Date	Num	Name	Memo	Open Bala...
Current				
9/22/10	1847476	Etna Supply	8-1" SR Meters	1,880.00
9/30/10	408021	Al's Cleaning Service	Adm. Portion of Maint. Fac. Cleaning - 09/10 (...)	175.00
9/30/10	1195153	Congdon's Ace Hardware	Keys for Adm. Bldg.	4.74
9/30/10		Home Depot	Misc. Supplies	199.22
9/30/10	853665	Magic-Wrighter	Monthly Fee - 09/10	41.79
9/30/10	44744	A.F. Smith Electric Inc.	Repairs to Bathroom Fan - Maint. Fac.	556.31
9/30/10		Rick E. Church	Mileage - 08/30 - 09/30/10	175.00
9/30/10	410297314	Ricoh Americas Corporation #2	Color Copies - 3rd/10	163.50
9/30/10	09588 303056-0...	Comcast	Internet - Adm. Bldg. - 09/10	63.95
9/30/10	5-500-400006-01	Ypsilanti Comm. Utilities Authority	W/S Purch. - Riverbend - 09/10	124.59
9/30/10	5-500-400004-01	Ypsilanti Comm. Utilities Authority	W/S Purch. - 09/10	127,706.52
9/30/10	930108553	Allied Substance Abuse Professionals	Random Drug Test - Bordine	35.00
9/30/10		Diana Ravis	Mileage - 09/10	68.00
Total Current				131,193.62
> 0				
6/1/10	8724563	Work 'n Gear	Tee Shirt	19.99
6/8/10	905116819	Work 'n Gear	Returned Shirt	(20.70)
6/30/10	RTN03211	Municipal Supply Co.	Returned Meter Wire	(299.04)
8/17/10	55557448	John Deere Landscapes	Plants	(74.64)
8/26/10		Auto-Wares Group (Auto Value)	Spark Plugs	5.78
8/31/10	3	Ann Arbor Charter Township	W/S Purch. - 06-08/10	20,183.19
9/1/10	81466	Parhelion Technologies	Server Support - 04/10	100.00
9/1/10	81567	Parhelion Technologies	Server Support - 05/10	100.00
9/1/10	81618	Parhelion Technologies	Server Support - 06/10	100.00
9/1/10	81660	Parhelion Technologies	Server Support - 07/10	100.00
9/1/10	81732	Parhelion Technologies	Server Support - 08/10	100.00
9/1/10	81786	Parhelion Technologies	Server Support - 09/10	100.00
9/1/10	81785	Parhelion Technologies	Work Order Maint. - 09/10	150.00
9/1/10	81731	Parhelion Technologies	Work Order Maint. - 08/10	150.00
9/1/10	81659	Parhelion Technologies	Work Order Maint. - 07/10	150.00
9/1/10	81617	Parhelion Technologies	Work Order Maint. - 06/10	150.00
9/1/10	81566	Parhelion Technologies	Work Order Maint. - 05/10	150.00
9/1/10	81465	Parhelion Technologies	Work Order Maint. - 04/10	150.00
9/1/10	80961	Parhelion Technologies	Server Support - 09/09	100.00
9/1/10	81476	Parhelion Technologies	Laptop Connection Issues - Allen	47.50
9/1/10	81491	Parhelion Technologies	Network Testing	95.00
9/1/10	81494	Parhelion Technologies	Network Follow-up	23.75
9/1/10	81485	Parhelion Technologies	Resolve Network Issues	285.00
9/1/10	81492	Parhelion Technologies	Move Computers - Shrewsbury & Skrycki	285.00
9/1/10	81583	Parhelion Technologies	Evaluate Maint. Printer	47.50
9/1/10	81748	Parhelion Technologies	Network Issues - Allen	23.75
9/1/10	81686	Parhelion Technologies	Opmer Virus - Harding	142.50

# Superior Township Utility Department

## A/P - Vendors (Acct. 205)

### As of September 30, 2010

Date	Num	Name	Memo	Open Bala...
9/1/10	11559521	Spartan Distributors	Mower Blade	29.68
9/1/10	81747	Parhelion Technologies	Restore QuickBooks	95.00
9/1/10	0200405210	Harbor Freight Tools	Rope	87.97
9/7/10	302-481669	Auto-Wares Group (Auto Value)	Oil & Filters	110.71
9/7/10	01191152	Congdon's Ace Hardware	Tape & Light Bulbs	16.43
9/9/10	302-481917	Auto-Wares Group (Auto Value)	Brake Pads for 2004 Ford	44.99
9/13/10	01192163	Congdon's Ace Hardware	Caulk, Tape, Tubing	14.77
9/14/10	6035 3012 0283 ...	Tractor Supply Co.	Sales Tax Refund	(8.05)
9/14/10	01192323	Congdon's Ace Hardware	Liquid Nails, Conduit	22.93
9/16/10		Home Depot	Misc. Supplies	104.94
9/17/10		Staples Business Advantage	Office Supplies	100.98
9/17/10		Staples Business Advantage	Office Supplies	111.76
9/17/10	81789	Parhelion Technologies	New Cable - Adm. Bldg. Renovation	1,105.00
9/17/10	81788	Parhelion Technologies	Move Adm. Staff Computers to Maint. Fac. - A...	3,236.00
9/20/10	925410-01	Galeton Gloves	Gloves	18.45
9/21/10	6256	American United Life Insurance Company	Life Insurance - 10/10	(96.47)
9/21/10	6259	Delta Dental Plan of Michigan	Dental Insurance - 10/10	(722.16)
9/21/10	6263	Priority Health	Medical Insurance - 10/10	(6,577.63)
9/21/10	6266	Vision Service Plan	Vision Insurance - 10/10	(166.86)
9/22/10	08625901193	MCI Worldcom	Office Fax Long Dist. - 09/10	52.62
9/22/10		Sam's Club	Building Supplies - Maint. Fac.	127.04
9/22/10	1982459	HD Supply Waterworks, Ltd.	6 Curb Box Lids	45.24
9/23/10	729833512-103	Nextel Communications	Cell Phones - 09/10	222.57
9/23/10	1982658	HD Supply Waterworks, Ltd.	6 Curb Box Lids	51.90
9/23/10	330595900015	DTE	Elect. @ Adm. Bldg. - 09/10	297.55
9/23/10	330595900037	DTE	Elect. @ 2490 Huron River - 07-09/10	39.33
9/23/10	24013242	Fleet Services	Fuel Charges - 09/10	307.17
9/24/10	330595900052	DTE	Elect. @ 250 W. Clark - 09/10	85.40
9/24/10	287847000067	DTE	Elect. @ 810 W. Clark - 09/10	193.54
9/24/10	287847000034	DTE	Gas @ Adm. Bldg. - 09/10	33.70
9/24/10	465405300018	DTE	Gas @ 8200 Geddes - 08+09/10	52.52
9/24/10	330595900080	DTE	Gas & Elect. @ 1756 Ridge - 09/10	86.54
9/24/10	330595900011	DTE	Elect. @ 8200 Geddes - 07-09/10	33.33
9/24/10	330595900029	DTE	Elect. @ 1600 Harris - 07-09/10	39.65
9/24/10	330595900045	DTE	Elect. @ 1385 E. Clark - 07-09/10	39.12
9/24/10	287847000059	DTE	Gas & Elect. @ Maint. Fac. - 09/10	827.83
9/24/10	13595	Bostwick Co., Inc.	Asphalt Curb - 8664 Heather Ct.	200.00
9/27/10	0139545483	Zee Medical, Inc.	First Aid Supplies	95.40
9/27/10	99482	Ann Arbor Cleaning Supply Co.	Cleaning Supplies	18.00
9/27/10	99494	Ann Arbor Cleaning Supply Co.	Cleaning Supplies	86.40

# Superior Township Utility Department

A/P - Vendors (Acct. 205)  
As of September 30, 2010

Date	Num	Name	Memo	Open Bala...
9/28/10	1016108707	Gempler's	Coat & Safety Gloves	192.95
9/29/10	330595900078	DTE	Gas & Elect. @ 1799 N. Prospect - 09/10	156.83
Total > 0				<u>23,177.65</u>
TOTAL				<u>154,371.27</u>

# Superior Township Utility Department

## Project Related Expenses

### July through September 2010

10:26 AM

10/27/10

Accrual Basis

Type	Date	Num	Source Name	Memo	Amount
<b>PROJECTS</b>					
<b>EECBG GRANT</b>					
<b>REIMBURSEMENTS &amp; DISBURSEMENTS</b>					
Reimbursements from State of MI					
Gener...	9/28/10	2009-200	State of Michigan	1st Reimbursement	(62,775.05)
Total Reimbursements from State of MI					
<b>Township Hall Disbursements</b>					
Bill	9/28/10		Superior Twp. General Fund	EECBG Check # 1005	22,170.41
Total Township Hall Disbursements					
<b>Willow Run Disbursements</b>					
Bill	9/28/10		Willow Run Community Schools	EECBG Check # 1003	15,764.00
Total Willow Run Disbursements					
<b>Total REIMBURSEMENTS &amp; DISBURSEMENTS</b>					
<b>SUBMITTED TO STATE</b>					
Construction - Grant Related					
Bill	7/28/10	App. Cert. #1	Antler Construction	Town Hall	42,109.00
Bill	7/28/10	App. Cert. #1	Antler Construction	Util. Dept.	13,455.00
Bill	9/10/10	App. Cert. #2	Antler Construction	Util. Dept.	33,724.00
Total Construction - Grant Related					
Total SUBMITTED TO STATE					
<b>NOT SUBMITTED TO STATE</b>					
Construction - Non-Grant Related					
Bill	7/28/10	App. Cert. #1	Antler Construction	Util. Dept. - Non-Grant	4,257.00
Bill	9/10/10	App. Cert. #2	Antler Construction	Util. Dept. - Non-Grant	14,740.00
Total Construction - Non-Grant Related					
Not Submitted - OTHER EXPENSES					
Bill	7/1/10	11658	Lucas Baker	Town Hall - 42%	47.25
Bill	7/1/10	11658	Lucas Baker	Util. Dept. - 58%	65.25
Bill	9/17/10	81789	Parhelion Technologies	New Cable - Adm. Bldg. Renovation	1,105.00
Bill	9/17/10	81788	Parhelion Technologies	Move Adm. Staff Computers to Maint. Fac. - Adm. Bldg. Reno.	3,236.00
Total Not Submitted - OTHER EXPENSES					
Total NOT SUBMITTED TO STATE					
Total EECBG GRANT					

# Superior Township Utility Department

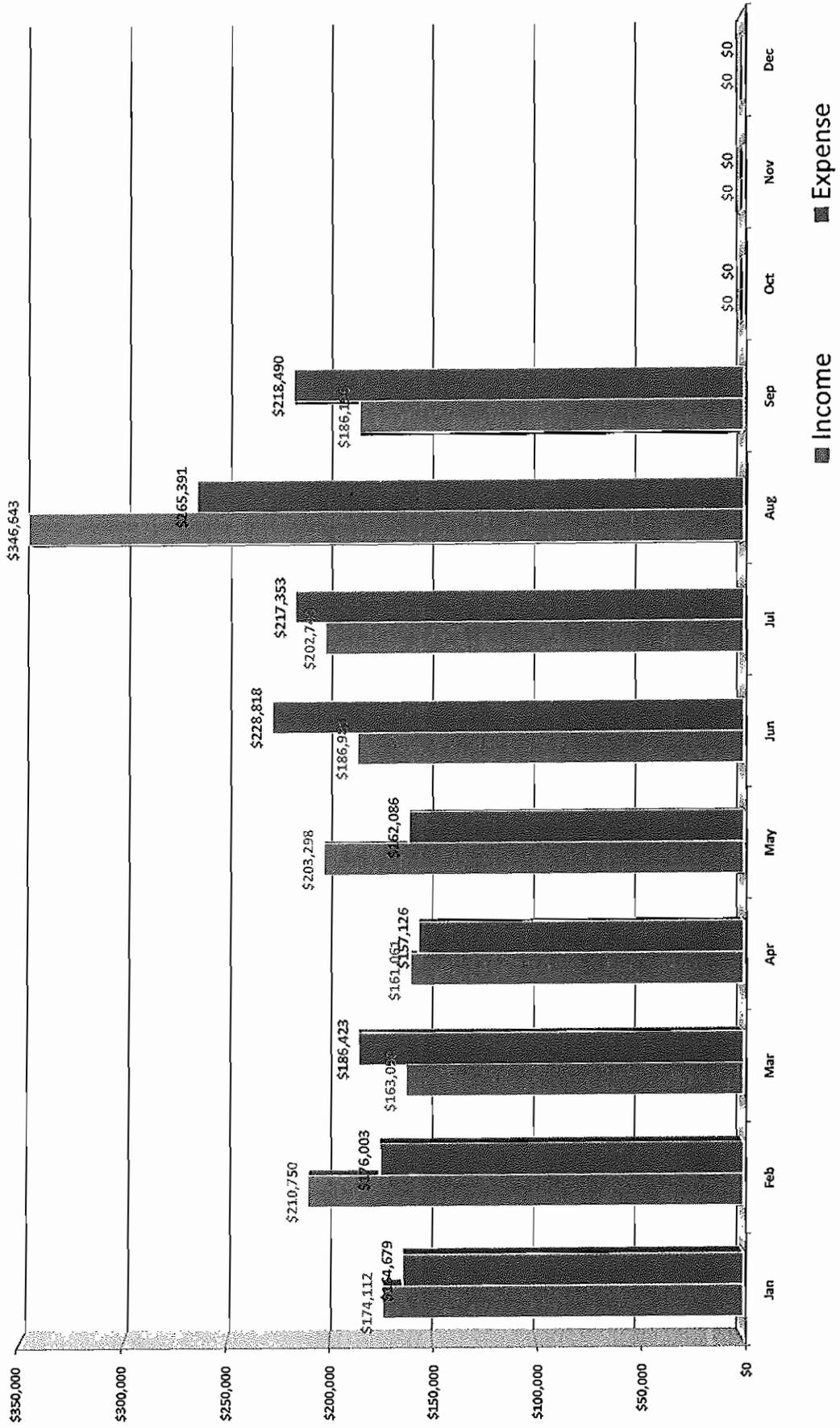
## Project Related Expenses

### July through September 2010

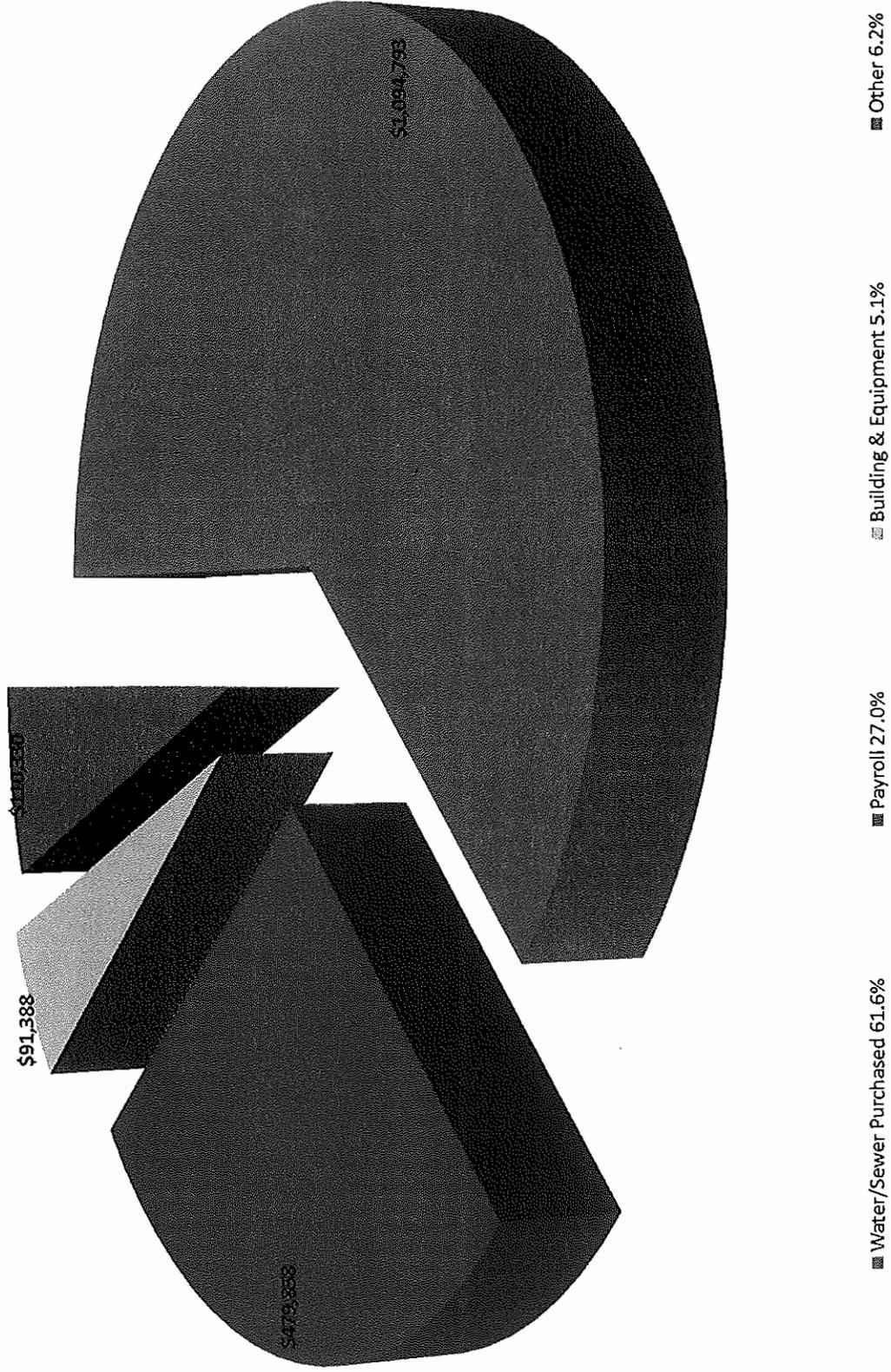
10:26 AM  
10/27/10  
Accrual Basis

Type	Date	Num	Source Name	Memo	Amount
Stamford Rd. Sewer Rehab.					
0140-09-0055-CA/CE					
Bill	8/5/10	130920	OHM Engineering Advisors	Stamford Rd. Sewer Rehab - CA/CE	970.50
Total 0140-09-0055-CA/CE					
Total Stamford Rd. Sewer Rehab.					
Total PROJECTS					
Superior Twp. Gen'l Fund-EECBG Grant					
Invoice	7/14/10	2010-28	Superior Twp. Gen'l Fund-EE...	Town Hall's Portion of OHM Inv. # 130621 (see attached) for EECBG	(582.19)
Invoice	7/15/10	2010-29	Superior Twp. Gen'l Fund-EE...	Town Hall's Portion of Lucas Baker Inv. # 11658 (attached) for EECBG	(47.25)
Invoice	7/15/10	2010-30	Superior Twp. Gen'l Fund-EE...	Town Hall's Portion of OHM Inv. # 130622 (attached) - EECBG	(66.50)
Invoice	8/2/10	2010-33	Superior Twp. Gen'l Fund-EE...	Town Hall Portion of EECBG Const. Est. # 1 for payment to Antler Construction	(42,109.00)
Total Superior Twp. Gen'l Fund-EECBG Grant					
No name					
Gener...	9/28/10	2009-201		Correct Account Classification on A/P for Willow Run & Town Hall	(37,934.41)
Total no name					
<b>TOTAL</b>					
					<b>8,129.01</b>

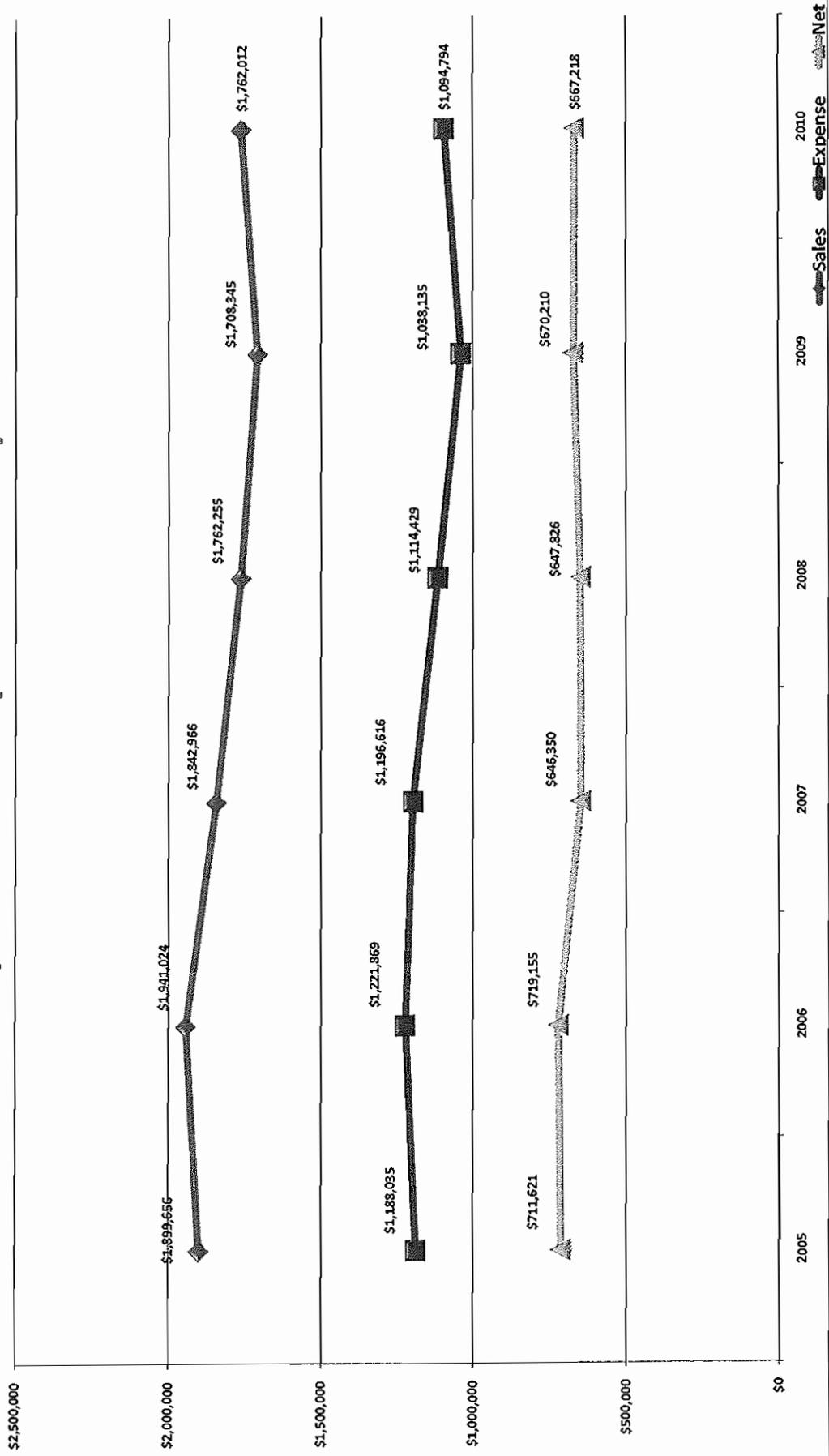
# 2010 O&M Income/Expense Graph



# 2010 Year-to-Date O&M Expenses - September



# YTD Water/Sewer Comparison - September





# Memorandum

**To:** Superior Township Board of Trustees  
**From:** Rick Church  
**Date:** November 10, 2010  
**Re:** Revision of Ordinance 169, Utilities Ordinance, Second Reading

Attached for the review and approval of the Board is Ordinance 169, the Utilities Ordinance, for its second reading. As with the first reading, Article III is being replaced in its entirety due to the vast number of changes being made to that section. In addition, minor changes have been made to other areas of the Ordinance.

/attachment

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE No. 169**

**UTILITIES ORDINANCE**

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## ARTICLE I. IN GENERAL

### **Section 169- 01. Connections or openings to water mains, sewer lines or fire hydrants; permit required; penalty for violation of section.**

- (a) No connection or opening shall be made or permitted to be made to any water mains, sewer lines or fire hydrants of the combined system without obtaining a permit. Application for such permit shall be made and filed with the Utility Department, who shall issue such permit when all prescribed conditions have been met, subject to regulations to be established by the Township Board.
- (b) Any person violating the provisions of this section by making unauthorized connection to the combined system shall be guilty of a misdemeanor and, upon conviction, shall be fined in an amount not exceeding \$100.00 for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

### **Section 169-02. Maintenance of sewer and water lines.**

- (a) *Responsibilities of the Township.* The Township Utility Department shall maintain, repair, and replace the water and sewer trunk lines at Township Utility Department expense. The Township Utilities Department shall maintain, repair, and replace the water service line to the curbstop at Township Utility Department expense.
- (b) *Responsibilities of the property owner.* The property owner shall be responsible for all costs of repair and replacement of the water service line to the curbstop, and shall be responsible for all costs of repair and replacement of the curbstop when the owner or the owner's agent has caused damage to the service line or has cause damage to the curbstop.

The property owner shall be responsible to maintain, repair, and replace the sewer service line from the building, dwelling, or structure to the trunkline/main of the Township's sanitary sewer collection system. The property owner shall be responsible to repair and replace any plumbing within a building, dwelling, or structure necessitated by meter replacement. The property owner is responsible to maintain, repair, and replace meter pits on private property, including but not limited to meters, pits and covers. The property owner is responsible for any damage to the meter, the remote register or the wiring for any cause except normal wear and tear. The property owner is responsible for any repair or replacement due to a malfunction or damage within a sanitary lead line.

No repair work at the curbstop or between the property line and the dwelling, building, or structure will be performed by the Township Utility Department until a written authorization form is signed by the property owner except in an emergency as determined by the Utility Department. In the event of an emergency repair, the property owner shall remain responsible for the costs of repair or replacement notwithstanding that no written authorization was obtained.

- (c) *Removal, repair or tampering with meter: sanction.* No person except an employee of the Township Utility Department shall remove, repair or in any way tamper with a meter, unless pursuant to written permit from the department. Any person who violates this section shall be deemed responsible for a municipal civil infraction and will be responsible to pay a civil fine on file at the Township Municipal Civil Infractions Ordinance Violations Bureau. Repeat offenders under this article shall be subject to increased fines on file at the Township Municipal Civil Infractions Ordinance Violations Bureau.
- (d) *Enforcement and lien for collection of repair charges.* All charges for repair of the water and sewer systems which are performed by the Township Utility Department shall be in accordance with a schedule of such charges established by resolution of the Township Board and are the responsibility of the property owner and shall be paid promptly upon receipt of the bill for such services. All bills must be paid within 24 days from the date on the bill and ten percent will be added to the bill if not paid within 24 days. Such repair charges are under the provisions of section 21, Act No. 94 of the Public Acts of Michigan of MCL 141.121, MSA 5.2751), as amended, made a lien on all premises served thereby, and are hereby recognized to constitute such lien. Whenever such charges against any piece of property shall be delinquent for six months, the Township official in charge of the collection thereof shall certify annually on July 1 of each year to the Treasurer of the Township the fact of such delinquency, whereupon such charge shall be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general Township taxes against such premises are collected and the lien thereof enforced.

**Section 169-03. Definition.**

The following term, when used in the Article, shall have the meaning set forth in this Section, except where the context clearly indicates a different meaning:

*System* means the complete water supply and sewage disposal system of the Township Utility Department, including all water mains and laterals, water treatment facilities, wells, pumps, and all plants, works, instrumentalities and properties used or useful in obtaining a water supply, treating and distributing the same for domestic, commercial, industrial, institutional and/or fire protection purposes, and all pumps, pumphouses, sewage treatment facilities, sewers, lift stations, and all other facilities used or useful in the collection, treatment and disposal of domestic, commercial, industrial or institutional wastes, and all other appurtenances to the System, including all easements, rights and land for such easements, and including all extensions and improvements thereto which may be acquired or constructed on behalf of current and future users of the System.

**Section 169-04. Findings.**

- (a) *Necessity for Potable Water.* The Township Board has previously found, and currently reaffirms, that the businesses, industries, governmental and charitable agencies, and residents located in the township need to have potable and otherwise usable water.

- (b) *Availability of Potable Water.* The Township Board has previously found, and currently reaffirms, that the supply of potable water available from private wells or other sources within the sewer district of the township as delineated in the Growth Management Plan of Superior Charter Township, is insufficient to assure that all businesses, industries, governmental and charitable agencies, and residents will have sufficient potable water available for their use and other water necessary for industrial and fire prevention and control unless the Township offers water to all properties located within the Township designated urban service area sewer district.
- (c) *Necessity of Sewer Service.* The Township Board has previously found, and currently reaffirms, that the use of septic tanks, privies, privy vaults, cesspools, or similar private sewage disposal facilities in the sewer district as delineated in the Growth Management Plan of Superior Charter Township, is deleterious to the health, safety and welfare of the businesses, industries, governmental and charitable agencies, and residents of the Township and that the health, safety and welfare of the businesses, industries, governmental and charitable agencies, and residents is enhanced by the creation of a public sewage disposal system, with regulation by the Township of pollutants and other harmful materials according to state and federal standards.
- (d) *Method of Measuring Use of Water Supply System.* Based on advice of its engineers and administrative staff, the Township Board has previously found, and currently reaffirms, that the most practical, cost-effective and accurate methods, given available technology, of measuring the use of the water supply from the System by an user is by a meter or meters controlled by the Township.
- (e) *Method of Measuring Use of Sewage Disposal System.* Based on advice of its engineers and administrative staff, the Township Board has previously found, and currently reaffirms, that the most practical and accurate method, given available technology, of measuring the use of the System's sewers by any user is by the meter or meters used to measure water usage. The Township Board has previously found, and currently reaffirms, that for unmetered premises or premises for which metering is otherwise impractical, the methods for measuring use specified in subsections (2) through (5) of Section 169-137 of the code of Ordinances represent the most practical and equitable means of measuring use of the System's sewers.
- (f) *Continuation of Water Supply Service.* The Township Board has previously found, and further currently reaffirms, that in order to provide and continue to provide clean and potable and other usable water to all users of the System, in quantities necessary for all varieties of use, it is necessary from time to time to install improvements, enlargements, extensions and repairs to the System.
- (g) *Continuation of Sewage Disposal Service.* The Township Board has previously found, and further currently reaffirms, that in order to provide and continue to provide for the safe and uninterrupted removal and treatment of sewage, pollutants, and other harmful materials, it is necessary from time to time to install improvements, enlargements, extensions and repairs to the System.

(h) *Purpose of Fees.* The fees for the use of and connection to the System are hereby established for the purpose of recovering the cost of construction, reconstruction, maintenance, repair, and operation of the System and to comply with Federal and State laws and regulations, to provide for the payment of principal of and interest on any bonds authorized to be issued as and when the same become due and payable, to create a bond and interest redemption account therefore and to provide an account for reasonable and necessary improvements to the System. Such fees shall be made against all users of the System in a fair and equitable manner and based on the level of service provided, in accordance with the purposes herein described, as well as the following:

1. All premises connected directly or indirectly to the System, except as hereinafter provided, shall be charged and shall make payments to the Township in amounts computed on the basis of this Ordinance No. 169 of the code of Ordinances.
2. The rates and fees for water supply and sewage disposal service by the System are established herein to adequately provide for bond requirements and to ensure that the System does not operate at a deficit.
3. The Township's Utility Department shall periodically review the charges, rates, fees, rules and regulations of the System, which review shall be completed not less than one (1) time per fiscal year. Results of the Review shall be reported to the Township Board with recommendations for any adjustments.
4. The charges, rates and fees shall be set so as to recover costs from users in reasonable proportion to the cost of serving those users.

(i) *Proportionality, Fairness, and Benefits of Rates and Fees.* The Township Board has previously found, and further currently reaffirms, that the fairest and most reasonable method of providing for the operation, maintenance, repair replacement and improvement of the System is to charge each user, based in all cases on amount of use, for the costs of: (i) retiring debt secured by the net revenues of the System issued to pay for improvements and replacements to the System; (ii) ongoing repair, replacement and improvement and budgeted as part of the annual costs of the System; and (iii) operation, administration and maintenance costs of the System.

(j) *Water and Sewer Service Charges.* The Township has investigated several methods of apportioning the costs of the water and sewer service provided by the System. Based on its investigation and on the advice of its consulting engineers and administrative staff, the Township Board has previously found, and currently reaffirms, that to ensure the stability and viability of the system for the benefit of its users, the fairest and most accurate way to apportion the costs of operation, maintenance, replacement and improvement of the System is to charge each user: (i) a commodity charge for water usage which is based on the user's actual metered use of water supplied by the System, (ii) a commodity charge for sewer usage based on the user's actual metered water use, (iii) a Township set connection fee which reflects such user's proportionate share of debt service and capital expenditures of the System, and (iv) such other fees and costs for services as authorized by this Ordinance No. 169 of the Code of Ordinances.

The Township Board further has previously found, and currently reaffirms, that the charges, rates and fees set forth herein and by resolution fairly and accurately apportion the fixed and variable costs of providing water and sewer service among the users of the System and that the connection fees provide actual benefits to such users in the form of ready access to water and sewer services that would be unavailable if such charges were not imposed.

- (k) *Useful Life of Improvements.* Based on the advice of its engineers and administrative staff, the Township Board has previously found, and currently reaffirms, that any improvements to or capital expenditures for the System did not, at the time such improvements were constructed and financed, have an expected useful or design life that would exceed the term of the respective bonds issued to finance such improvements or capital expenditures and paid for by rates and charges.

**Section 169-05. Establishment of System.**

Based on the above findings and for the purposes set forth above, and pursuant to the authority granted to the Township under Act 94, Public Acts of Michigan, 1933, as amended, the Township has previously established and hereby re-establishes the System, as an enterprise system, consisting of the complete water supply and sewage disposal system of the Township, including all water mains and laterals, water treatment facilities, wells, pumps, and all plants, works, instrumentalities and properties used or useful in obtaining a water supply, and all pumps, pumphouses, sewage treatment facilities, sewers, lift stations, and all other facilities used or useful in the collection, treatment and disposal of domestic, commercial or industrial wastes, and all other appurtenances to the System, including all easements, rights and land for such easements, and including all extensions and improvements thereto which may be acquired or constructed on behalf of current and future users of the System.

**Sections 169-06 – 30. Reserved**

**ARTICLE II. WATER SERVICE**

**DIVISION 1. GENERALLY**

**Section 169-31. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Utility Department* means the department in charge of the Superior Charter Township Utilities System

*Water connections* means that part of the water distribution system connecting with the water main to a point between the curblin and property line, including the curb box and curbstop.

*Water mains/ Trunk lines* mean that part of the water distribution system located within easement lines or streets and designed to supply more than one water connection.

*Water service pipe* has the meaning that is assigned to such term in the Township building code.

*Water curb stop* means the shut off valve located on the water service pipe located at the property line.

*Water supply system* means the complete system for the supply of water, including all plants, works, instrumentalities and properties used or useful in connection with obtaining a water supply, treatment of water and/or the distribution of water.

**Section 169-32. Penalty for violation of article.**

- (a) The violation of any provision of this article shall be deemed to be a nuisance per se. Any person, or the agent or the employee of the Utility Department, who violates, disobeys, neglects, or refuses to comply with, or resists enforcement of any provision of this article, or any amendment thereof, shall, upon conviction, be punished as provided by law.
- (b) Each and every day during which any section of this article is violated shall be deemed a separate offense. The Township Board or the Director of the Township Utility Department may institute any appropriate action or proceeding to prevent, enjoin, abate, or remove any unlawful violation of this article. The rights and remedies in this section are cumulative and in addition to all other remedies prescribed by law.

**Section 169-33. Utilities connections.**

- (a) All utilities connections shall be made by the Utility Department on payment of the required connection fee as provided in Section 293. All users (homes, business establishments, etc.) shall have approved meters installed to the Township meter sizing standards chart. Meters five-eighths of an inch through two inches inclusive shall be "Sensus Sealed Register with Remote Readers." Meters larger than two inches shall be of a brand and type approved by the Township Utility Department.
- (b) Fee for water meters shall be sold based on current Township Resolution.

**Section 169-34. Turning on or off; authority.**

No person other than an authorized employee of the Township Utility Department shall turn on or off any water service.

**Section 169-35. Access to Meters.**

The Utility Department shall have the right to shut off the supply of water to any premises where the Utility Department is not able to obtain access to the meter. Any qualified employee of the Utility Department shall at all reasonable hours have the right to enter the premises where such meters are installed for the purpose of reading, testing, removing or inspecting the meters. No person shall hinder, obstruct or interfere with such employee in the lawful discharge of his duties in relation to the care and maintenance of such water meters. A suitable area shall be reserved for the installation of the water meter and shall be readily accessible for inspection and reading purposes. The meter shall be mounted not less than 24 inches above the floor.

**Section 169-36. Injury to facilities.**

No person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the Township Utilities System. Any damages which may be sustained to such structure, appurtenance or equipment shall be paid by the owner of the property on which such damage occurs to the Township on presentation of a bill therefore, and in cases where the bill is not paid, the water may be shut off and shall not be turned on until all charges have been paid to the Township. Intentional damage may result in perpetrator being charged criminally in a court of competent jurisdiction.

**Section 169-37. Temporary water use restrictions.**

- (a) *Definition.* The term "Supervisor" as used in this section shall mean the Supervisor of the Township or a person designated by the Supervisor to act under this section.
- (b) *Temporary emergency sprinkling restrictions:*
  - (1) Whenever the Supervisor of the Township or Utility Department Director or designee receives notification from YCUA in conjunction with the water and radiological protection division of the state department of environmental quality that the supply or pressure demand for water cannot be accommodated and general welfare is likely to be endangered, or when conditions within the water system of the Township are likely to endanger the general welfare of the Township, the Supervisor or designee shall determine that a state of emergency exists and prescribe the following emergency regulations which shall apply in the Township for all properties connected to the Township water system: Sprinkling of lawns and landscaping and all outdoor water use shall only be allowed for properties with even-numbered addresses on even-numbered dates within a month and for properties with odd-numbered addresses on odd-numbered dates within a month.
  - (2) Whenever the Supervisor or designee receives notification from the YCUA in conjunction with the drinking water and radiological protection division of the state department of environmental quality that provisions in subsection (b)(1) of this section are not sufficient, or when conditions within the water system of the Township are likely to endanger the general welfare of the Township, the following emergency regulations shall apply in the township for all properties connected to the Township water system: Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed.

- (3) The Township Utility Department and YCUA shall, within 24 hours of notification, cause these regulations to be posted at the Township office and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the Township, and may cause such announcement to be further declared in newspapers of general circulation or other recognized providers when feasible. The regulations shall become effective immediately after notice of enforcement of this section is posted at the Township offices. Upon notification from the YCUA in conjunction with the drinking water and radiological protection division of the state department of environmental quality that the emergency regulations are no longer necessary, or when conditions within the water system of the Township are deemed satisfactory by the Supervisor or designee, the Township shall cause a public announcement lifting the water restrictions.
- (4) It shall be the responsibility of the Township to enforce the provisions of the section.
- (c) *Penalty.* Any person who violates any provision of this section or any emergency regulation prescribed pursuant to this section shall be deemed responsible for a municipal civil infraction and will be responsible to pay a civil fine on file at the Township Municipal Civil Infractions Ordinance Violations Bureau. Repeat offenders under this article shall be subject to increased fines on file at the Township Municipal Civil Infractions Ordinance Violations Bureau. Each day of violation shall be deemed a separate violation.

**Sections 169-38 - 169-55 Reserved**

## **DIVISION 2. CROSS CONNECTIONS**

### **Section 169-56. Penalty for violation of division.**

Any persons or customer found guilty of violating any of the provisions of this division, or any written order of the Township Utility Department, in pursuance of this division, shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50.00 nor more than \$500.00 for each violation. Each day upon which a violation of the provisions of this division shall occur shall be deemed a separate and additional violation for the purpose of this division.

### **Section 169-57. Adoption of state public health rules.**

The Township adopts by reference the Water Supply Cross Connection Rules of the state department of public health, being R 325.11401 to R 325.11407 of the Michigan Administrative Code.

**Section 169-58. Inspections.**

It shall be the duty of the Township Utility Department to cause inspections to be made of all properties served by public water supply and deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be performed every two years as approved by the state department of public health. The inspection must be done by a state certified inspector. The Township's representative may be present during the inspections, at a rate authorized by resolution of the Township Board, to be paid to the Township by the owner of the building being inspected.

**Section 169-59. Right of entry of Utility Department agent for inspection.**

The representative of the Township Utility Department shall have the right to enter at any reasonable time any property served by a connection to the public water supply system of the Township for the purpose of inspecting the piping system for cross connections. On request, the owner, lessees or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connections.

**Section 169-60. Discontinuance of service; restoration.**

The Township Utility Department is hereby authorized to discontinue water service after notice to any property wherein any connection in violation of this division exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service may be eliminated in compliance with the provisions of this division. Water service to such property shall not be restored until the cross connections have been eliminated in compliance with the provisions of this division.

**Section 169-61. Water not supplied by potable system.**

The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this division and by the state and Township plumbing code. Any water outlet which could be used for potable or domestic purposes, and which is not supplied by the potable system must be labeled conspicuously as follows: "Water unsafe for drinking."

**Section 169-62. Article not to supercede plumbing code.**

This article does not supercede the Township plumbing code adopted in section 18-31 but is supplementary to such code.

## ARTICLE III. SEWER SERVICE

### DIVISION 1. GENERALLY

#### **Section 169-76. Applicability of Ordinance.**

This Ordinance shall apply to all Users that discharge into the Ypsilanti Community Utilities Authority's (YCUA) publicly owned treatment works (the POTW). In addition, it shall be unlawful for any User located outside the Township limits to continue discharges to the POTW except as provided in this Ordinance. In addition, this Ordinance shall establish permit requirements for connections or alterations to Township or YCUA sewage works facilities or the POTW; govern the design, construction, alteration or use of and connection to the sewage works and POTW; regulate the discharge of wastewater into the sewage works and POTW; prohibit certain detrimental conduct; authorize the issuance of permits; authorize inspections; provide for administration and enforcement of this Ordinance; establish civil and criminal penalties for violations; and authorize the enforcement of and ensure compliance within the Township of the Federal Water Pollution Control Act, the Clean Water Act and the Michigan Natural Resources and Environmental Protection Act, more specifically defined herein, and regulations promulgated and adopted under said acts and statutes.

#### **Sections 169-77 – 80. Reserved.**

#### **Section 169-81. Definitions.**

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act, "the Act," the Federal Water Pollution Control Act and the Clean Water Act are used interchangeably in this Ordinance and refer to Public Law 92-500, as adopted in 1972 and amended by Public Law 95-217 in 1977, and any succeeding amendments and any administrative rules promulgated thereunder, as amended or revised from time to time.

Alternative discharge limit means limits set by the YCUA or Superior Township in lieu of the promulgated national categorical pretreatment standard for integrated facilities in accordance with the combined wastestream formula as set by the EPA.

*Authorized representative of Industrial User* means:

- (1) A responsible corporate officer, if the Industrial User is a corporation, who shall be a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation or means the principal manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having a gross annual sales or expenditures exceeding \$25,000,000.00 (in second quarter 1980 dollars) if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

- (2) A general partner or proprietor if the Industrial User is a partnership or proprietorship, respectively;
- (3) A duly authorized representative of the individual designated above and if all of the following apply:
  - (a) The authorization is made in writing by the individual described in subsections 1 or 2 of this definition.
  - (b) This authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
  - (c) The written authorization is submitted to the Director. If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this definition shall be submitted to the Director or YCUA or Superior Township prior to or together with any reports to be signed by an authorized representative.

*Best Management Practices (BMP)* means programs, practices, procedures or other directed efforts, initiated and implemented by Users, which can or do lead to the reduction, conservation or minimization of pollutants being introduced into the ecosystem, including but not limited to the Ypsilanti Community Utilities Authority (YCUA) publicly owned treatment system. BMPs include, but are not limited to, equipment or technology modifications, process or procedure modifications, reformulation or design of products, substitution of raw materials, and improvements in housekeeping, maintenance, training, or inventory control, and may include technical and economic considerations. BMP's may be structural or non-structural or both. In determining what BMPs will be required of an User in a particular case, the Director may consider all relevant technological, economical, practical, and institutional considerations as determined relevant and appropriate by the Director, consistent with achieving and maintaining compliance with the requirements of this Ordinance and other applicable laws and regulations.

*Best Management Practices Plan (BMPP)* means a written document that describes how the BMPs will be accomplished.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter).

*Board* means the Board of Commissioners of the Ypsilanti Community Utilities Authority.

*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the drainage from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

*Building sewer* means that extension from the building drain to the public sewer or other places of disposal.

*Bypass* means intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.

*Chemical oxygen demand (COD)* means a measure of the oxygen-consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. Also known as OC and DOC, oxygen consumed and dichromate oxygen consumed, respectively.

*Chlorine demand* means the difference between the amount of chlorine added to water or wastewater and the amount of residual chlorine remaining at the end of a specified contact period. The demand for any given water varies with the amount of chlorine applied, time of contact and temperature.

*City* means the City of Ypsilanti, or the City Council of Ypsilanti.

*Combined sewer* means a sewer receiving both surface runoff and sewage.

*Combined wastestream* means the wastestream at industrial facilities where regulated process effluent is mixed with other wastewaters (either regulated or unregulated) prior to treatment.

*Compatible pollutant* means a substance amenable to treatment in the wastewater treatment plant such as biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in the NPDES permit if the publicly owned treatment works was designed to treat such pollutants, and in fact does remove such pollutant to a substantial degree. Examples of such additional pollutants may include: chemical oxygen demand, total organic carbon, and phosphorus and phosphorus compounds, nitrogen compounds, fats, oils and greases of animal or vegetable origin.

*Composite sample* means a sample formed either by continuous sampling or by mixing discrete samples obtained at intervals over a period of time. The individual samples shall be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the YCUA or Superior Township. Where time-proportional composite sampling or grab sampling is authorized by the YCUA or Superior Township, the samples must be representative of the Discharge. Manual generation of a composite sample through the collection and combining of grab samples may be approved if the User demonstrates to the satisfaction of the Director that this will provide a representative sample of the effluent being discharged. The decision to allow the alternative sampling must be documented in the Industrial User's file for that facility or facilities. Composite sampling protocols delineated in the User's Permit take precedence.

*Cooling water* means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

*Daily maximum* means the concentration or mass loading that shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical average measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero (0) when calculating the daily maximum concentration.

*Debt service charges* means the charges levied to customers of the wastewater system which are used to pay principal, interest and administrative costs of retiring the debt incurred for construction of the sewage works.

*Department of Natural Resources and Environment or DNRE* means the State of Michigan Department of Natural Resources and Environment, Administrator or other duly authorized official.

*Director* means the Director of the YCUA or Superior Township Utility Department or their authorized deputy, agent or representative.

*Domestic sewage* means waste and wastewater from humans or household operations, which is discharged to, or otherwise enters, a POTW.

*Environmental protection agency, or EPA* means the U.S. Environmental Protection Agency, administrator or other duly authorized official.

*"Fats, Oils, and Grease" (FOG)* means any hydrocarbons, fatty acids, soaps, fats, waxes, oils, or any other non-volatile or semi-volatile material of animal, vegetable or mineral origin that is extractable by solvents in accordance with standard methods.

*Flow Proportional Sample* means a composite sample taken with regard to the flow rate of the wastestream.

*Food Service Establishment (FSE)* means a non-domestic User that engages in one or more of the following food preparation activities: cooking by frying (all methods); baking (all methods); grilling; sautéing, rotisserie cooking; broiling (all methods); boiling; blanching; roasting; toasting; poaching; infrared heating; searing; barbecuing; and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

*Footing drain* means a pipe or conduit, which is placed around the perimeter of a building foundation and which intentionally admits ground water.

*Garbage* means solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

*Grab sample* means a sample taken from a wastestream on a 1-time basis over a period of time of not more than 15 minutes without regard to the flow in the wastestream.

*Holding tank waste* means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

*Incompatible pollutants* means any pollutant, which is not a compatible pollutant.

*Industrial wastes* means the wastewater discharges from industrial, manufacturing, trade or business processes, or wastewater discharge from any structure with these characteristics, as distinct from their employee's domestic wastes or wastes from sanitary conveniences.

*Industrial User* means a person who contributes, causes or permits wastewater to be discharged into the POTW, including, but not limited to, a place of business, endeavor, arts, trade or commerce, whether public or private, commercial or charitable, but excludes single family and multi-family residential dwellings with discharges consistent with domestic waste characteristics.

*Industrial User Permit* or *Industrial User Pretreatment Permit* means a discharge permit issued by the Director under this Ordinance and the YCUA or Superior Township Industrial Pretreatment Program.

*Infiltration* means that portion of groundwater which is unintentionally admitted to a sewer.

*Interference* means a discharge, alone or in conjunction with a discharge or discharges from other sources, to which both of the following provisions apply:

- (1) The discharge inhibits or disrupts the publicly owned treatment works, its treatment processes or operations, or its sludge processes, use or disposal;
- (2) Pursuant to paragraph (1) of this definition, the discharge is a cause of a violation of any requirement of the YCUA or Superior Township or the Act or the State Act, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under, or more stringent state or local regulations: Section 405 of the clean water act; the solid waste disposal act, 42 USC Section 2601 et seq, including Title II, more commonly referred to as the resource conservation and recovery act, and including state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the solid waste disposal act; the clean air act, 42 USC Section 7401 et seq; the toxic substances control act, 15 USC Section 2601 et seq; the marine protection, research, and sanctuaries act, 33 USC Section 1401 et seq.

*Instantaneous maximum concentration* means the maximum concentration of a pollutant allowed to be discharged at any instant in time (independent of the flow rate or duration of the sampling event). If the concentration determined by analysis of any grab sample, composite sample, or discrete portion of a composite sample exceeds the instantaneous maximum concentration, the instantaneous maximum concentration shall be deemed to have been exceeded. Any discharge of a pollutant at or above a specified instantaneous maximum concentration is a violation of this Ordinance and the YCUA or Superior Township Industrial Pretreatment Program.

*Mercury reduction plan* means a plan to ensure that the maximum allowable mercury loading to the POTW is not exceeded as described in Section 169-131 of this ordinance.

*National categorical pretreatment standard, categorical pretreatment standard or categorical standard* means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the clean water act, 33 USC Section 1317, which apply to a specific category of nondomestic Users and which appear in 40 CFR Chapter I, subchapter N (1990), parts 405-471.

National pollutant discharge elimination system or NPDES permit means a permit issued pursuant to section 402 of the Act (33 USC 1342).

National prohibitive discharge standard or prohibitive discharge standard means any regulation developed under the authority of 307(b) of the Act and 40 CFR 403.5.

*Natural outlet* means any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

*New source* means any building, structure, facility, or installation from which there is or may be a discharge and for which construction commenced after the publication of proposed pretreatment standards under section 307© of the clean water act will be applicable to the source if the standards are thereafter promulgated in accordance with section 307©, and if any of the following provisions apply:

- (1) the building, structure, facility, or installation is constructed at a site at which no other source is located;
- (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- (3) the production of wastewater-generated processes of the building, structure, facility, or installation is substantially independent of an existing source at the same site. The extent to which the new facility is engaged in the same general type of activity as the existing source and the extent of integration of the new facility with the existing plant should be considered in determining whether the process is substantially independent.

*Nondomestic User* means an industry, commercial establishment, or other entity that discharges wastewater to a publicly owned treatment works other than, or in addition to, sanitary sewage.

*Operation and maintenance* means all work, materials, equipment, utilities, administration and other effort required to operate and maintain the sewage works consistent with insuring adequate treatment of wastewater to produce an effluent in compliance with the NPDES permit and other applicable state and federal regulations, and includes the cost of replacement.

*Operator* means the person responsible for the overall operation of a facility.

*Owner* means the person who owns a facility or part of a facility.

*Pass through* means a discharge that exits the WWTP into State waters in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Act, the State Act, or the NPDES permit, including an increase in the magnitude or duration of a violation.

*Person* means any individual, partnership, copartnership, firm, company, corporation, limited liability company, association, joint stock company, trust, estate, governmental entity or any other legal entity, or its legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

*pH* means the logarithm (base ten) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution or expressed in Standard Units (SU).

*Pollutant* means any of the following: substances regulated by categorical standards; substances discharged to the POTW that are required to be monitored, are limited in the POTW's permit, or are or are to be identified in the POTW's permit application; substances for which control measures on nondomestic Users are necessary to avoid restricting the approved residuals management program of the POTW; substances for which control measures on nondomestic Users are necessary to avoid operational problems at the POTW; substances for which control measures on nondomestic sources are necessary to avoid worker health and safety problems in the POTW.

*Pollution* means the manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of water.

*Pretreatment or treatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the sewage works. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by 40 CFR 403.6(d).

*Pretreatment requirements* means any substantive or procedural requirement related to pretreatment, other than a pretreatment standard, imposed on a nondomestic user.

*Pretreatment standards* means any regulation containing pollutant discharge limits promulgated in accordance with section 307(b) and (c) of the clean water act and the state act. This term includes prohibited discharges and local limits defined in R 323.2303 and categorical standards.

*Properly shredded garbage* means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

*Publicly owned treatment works (POTW)* means the treatment works owned and/or operated by the YCUA and includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes, and other conveyances if they convey wastewater to or through the publicly owned treatment works. The term also means the municipality (the Township of Ypsilanti) that has jurisdiction over indirect discharges to, and discharges from, the treatment works.

*Public sewer* means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

*Replacement* means the replacement in whole or in part of any equipment in the wastewater transportation or treatment systems to ensure continuous treatment of wastewater in accordance with the NPDES permit and other state and federal regulations.

*Sanitary Sewer* means a sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

*Severe property damage* means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial or permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

*Sewage or wastewater* means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the sewage works.

*Sewage treatment or wastewater treatment plant* means any arrangement of devices and structures used for treating sewage

*Sewage works* means all municipal facilities for collecting, pumping, treating and disposing of sewage.

*Sewer* means a pipe or conduit for carrying sewage.

*Sewer service charge* means the sum of any applicable User charges, surcharges and debt service charges.

*Shall* is mandatory; *may* is permissive.

*Significant Industrial User (SIU)* means either of the following:

- (1) A nondomestic User subject to categorical pretreatment standards under 40 CFR S403 (1992) and 40 CFR Chapter I, subchapter N (1990); or
- (2) A nondomestic User that, in the opinion of YCUA or Superior Township or of the Township, has a reasonable potential to adversely affect the POTW's operation, or for violating any pretreatment standard or requirement or that contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, or that discharge an average of 25,000 gallons per day or more of process wastewater to the POTW, excluding sanitary, noncontact cooling, and boiler blowdown wastewater. Any User designated as significant may petition the Township to be deleted from the list of Significant Industrial Users on the grounds that it has no potential for adversely affecting the POTW's operation or violating any pretreatment standard or requirement. The Director may determine that a User that meets the criteria of Subsections (1) and (2) of this definition above is not currently a Significant Industrial User, if the Director finds that the User has no reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or that a Industrial User Permit is not required to meet the purposes and objectives of this Ordinance. A determination that a User is not a Significant Industrial User (or that a permit is therefore not required) shall not be binding and may be reversed by the Director at any time based on changed circumstances, new information, or as otherwise determined necessary by the Director to meet the purposes and objectives of this Ordinance.

*Significant noncompliance* means any of the following:

- (1) chronic violations of wastewater discharge limits, defined as results of analyses in which 66% or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed, by any magnitude, a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
- (2) technical review criteria (TRC) violations, defined as results of analyses in which 33% or more of all of the measurements taken for the same pollutant parameter taken during a 6-month period equal or exceed the product of the Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable technical review criteria. (Technical review criteria equals 1.4 for compatible pollutants and 1.2 for all other pollutants, except pH.);
- (3) any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l), (daily maximum, longer-term average, instantaneous limits, or Narrative Standard) that the YCUA or Superior Township determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering the health of YCUA or Superior Township personnel or the general public;
- (4) any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the YCUA or Superior Township's exercise of its emergency authority under Rule 323.2306(a) (vi) of the Part 23 Rules under the State Act or its emergency authority under this Ordinance to halt or prevent the discharge; (5) failure to meet, within 90 days after a scheduled date, a compliance schedule milestone contained in a YCUA or Superior Township or other local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance; (6) failure to provide, within 30 days after the due date, a required report such as, but not limited to, a baseline monitoring report, 90 day or other compliance report, periodic self-monitoring report, or report on compliance with a compliance schedule; (7) failure to timely or accurately report noncompliance; or (8) any other violation or group of violations, which may include a violation of Best Management Practices, that YCUA or Superior Township determines will affect or has adversely affected the operation or implementation of the YCUA or Superior Township pretreatment program or operation of the POTW.

*Slug, Slug Loading, Slug Discharge* means either:

- (1) Any discharge of pollutants at a volume or concentration that causes upset of or interference with the POTW or causes the pass-through of pollutants to receiving waters, or
- (2) Any discharge of a pollutant(s), measured by a grab sample, at a concentration exceeding five (5) times the composite or grab sample discharge limit, or

- (3) Any discharge of wastewater outside the pH range of 5 – 11 S.U. for either a continuous duration of greater than or equal to fifteen minutes or for a sum total of thirty minutes within one day, or
- (4) Any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or non-customary batch discharge.

*State* means State of Michigan.

*State Act* means Public Act 451 of 1994, the Natural Resources and Environmental Protection Act (NREPA), as amended, and any administrative rules promulgated there under, as amended or revised from time to time.

*Storm sewer* or *storm drain* means a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

*Stormwater* means any flow occurring during or following any form of natural precipitation and resulting there from.

*Surcharge* means an extra charge to cover the cost of treating, sampling and testing extra strength sewage.

*Suspended solids* means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

*Township* means the Charter Township of Superior, Michigan or its board of trustees.

*Toxic pollutant* means any pollutant or combination of pollutants which is or can potentially be harmful to the public health or the environment including those listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provisions of CWA 307(a) or other acts.

*User* means any person who contributes, causes or permits the contribution of wastewater into the sewage works.

*User charge* means a charge levied on Users of a treatment works for the cost of operation and maintenance of sewerage works pursuant to Section 204(b) of PL 92-500 and includes the cost of replacement

*User class* means the kind of User connected to sanitary sewers including but not limited to residential, industrial, commercial, institutional and governmental, defined as follows:

- (1) *Residential User* means a User of the treatment works whose premises or buildings are used primarily as a domicile for one or more persons, including dwelling units such as detached, semidetached and row houses, mobile homes, apartments, or permanent multifamily dwellings (transient lodging is not included, it is considered commercial);

- (2) *Industrial User* means any User who discharges an “industrial waste” as defined in this Ordinance or any nondomestic source who discharges pollutants to the sewage works or POTW;
- (3) *Commercial User* means an establishment involved in a commercial enterprise, business or service which, based on a determination by the YCUA or Superior Township discharges primarily segregated domestic wastes or wastes from sanitary conveniences and which is not a Residential User or an Industrial User;
- (4) *Institutional User* means any establishment involved in a social, charitable, religious, or educational function which, based on a determination by the YCUA or Superior Township discharges primarily segregated domestic wastes or wastes from sanitary conveniences; and
- (5) *Governmental User* means any federal, state or local government User of the wastewater treatment works.

*Waters of the state* means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

#### **Section 169-82. Abbreviations.**

The following abbreviations shall have the following meanings:

ASTM—American Society for Testing and Materials  
 BMP – Best Mangement Practices  
 BMPP – Best Mangement Practices Plan  
 BOD—Biochemical oxygen demand  
 CFR—Code of Federal Regulations  
 COD—Chemical oxygen demand  
 CWA—Clean Water Act  
 DNRE - - Department of Natural Resources and Environment (State of Michigan)  
 EPA—Environmental Protection Agency  
 FOG – Fats, Oils, and Grease  
 l – liter  
 MRP - - Mercury Reduction Plan  
 mg – milligrams  
 mg/l—milligrams per liter  
 NPDES—National Pollutant Discharge Elimination System  
 O&M—Operation and Maintenance  
 POTW—Publicly Owned Treatment Works  
 SIC—Standard Industrial Classification  
 SS—Suspended solids  
 USC—United States Code  
 WWTP – The Ypsilanti Community Utilities Authority Wastewater Treatment Plant  
 WEF – Water Environment Federation  
 YCUA or Superior Township—Ypsilanti Community Utilities Authority

**Section 169-83. Protection from Damage.**

It shall be unlawful for any unauthorized person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works or POTW

**Section 169-84. Reserved.**

**DIVISION 2. ADMINISTRATION AND ENFORCEMENT**

**Section 169-85. Permit or authorization required.**

It shall be unlawful to discharge to the waters of the state within the Township, or in any area under the jurisdiction of such Township and/or to the sewage works, any wastewater except as provided by an NPDES permit and/or as authorized by the Township and the YCUA in accordance with the provisions of this Ordinance.

**Section 169-86. Information required prior to connection to system.**

All Industrial Users proposing to connect to or to contribute to the sewage works shall submit information on the use, processes and wastewater to the Director before connecting to or contributing to the sewage works. The information submitted must be sufficient for the YCUA or Superior Township to determine the impact of the User's discharge on the sewage works and the need for pretreatment. The User shall submit, in units and terms appropriate for evaluation, the following information:

- (1) The name, address and location of the User.
- (2) The SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended and the Industrial Category subject to National Categorical Pretreatment Standards, 40 CFR, Chapter I, Subchapter N, Part 403, Appendix C, if applicable.
- (3) Wastewater constituents and characteristics including but not limited to those pollutants mentioned in section 169-127 through 169-137 of this Ordinance, when required by the Director, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 ( March 26, 2007), as amended from time to time. Where 40 CFR part 136 ( March 26, 2007) does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 ( March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods of any other applicable sampling and analytical procedures, including procedures suggested by the publicly owned treatment works or other parties, approved by the EPA.
- (4) The time and duration of contribution.

- (5) The average daily wastewater flow rates, including daily, monthly and seasonal variations, if any.
- (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation, if the User is a SIU or as required by the YCUA or Superior Township.
- (7) A description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged.
- (8) The nature and concentration of any pollutants in the discharge which are limited by any YCUA or Superior Township, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required by the Industrial User to meet applicable pretreatment standards.
- (9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment shall be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
  - (a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards.
  - (b) No increment referred to in subsection (9)a of this section shall exceed nine months.
  - (c) Not later than 14 days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the Director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the Director.
- (10) Each product produced by type, amount, process or processes and rate of production
- (11) The type and amount of raw materials processed, average and maximum per day.
- (12) The number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system.
- (13) Any other information as may be deemed by the Director to be necessary to evaluate the impact of the discharge on the sewage works.

**Section 169-87. Reporting required after promulgation or revision of a pretreatment standard and reporting from a new source.**

Within 180 days of the promulgation or revision of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under R 323.2311(2) of the Part 23 Rules promulgated under the State Act, whichever is later, existing nondomestic Users subject to the categorical pretreatment standards and currently discharging, or scheduled to discharge, to the POTW shall submit, to the YCUA or Superior Township, a report that contains all of the information listed in this Section. Where reports containing this information already have been submitted to the YCUA or Superior Township or EPA in compliance with the requirements of 40 C.F.R. S 128.140(b) (1977), the nondomestic User will not be required to submit the information again. Not less than 90 days before the commencement of a discharge, sources that become nondomestic Users subsequent to the promulgation of an applicable categorical standard and new sources shall be required to submit, to the YCUA or Superior Township, a report that contains the information listed in subdivisions (1) to (5) of this Section. New sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources shall give estimates of the information requested in subdivisions (4) and (5) of this Section. All of the following information shall be submitted pursuant to this Section.

- (1) The name and address of the facility including the name of the operator and owners.
- (2) A list of any environmental control permits held by or for the facility.
- (3) A brief description of the nature, average rate of production, and standard industrial classification of the operation or operations carried out by the nondomestic User. The description shall include a facility drawing and schematic process diagram that indicates points of discharge to the POTW and from which processes the discharges originate.
- (4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW for each of the following:
  - (a) Regulated process streams.
  - (b) Other streams as necessary to allow use of the combined wastestream formula specified in R 323.2311(6). YCUA or Superior Township may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

- (5) All of the following information shall be provided with respect to the measurement of pollutants:
- (a) The identity of the pretreatment standards, including state or local standards, applicable to each regulated process.
  - (b) The results of sampling and analysis identifying the nature and concentration or mass, where required by the standard or YCUA or Superior Township, of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration or mass, where required, shall be reported. The sample shall be representative of daily operations.
  - (c) A minimum of 4 grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA or Superior Township may waive flow-proportional composite sampling for any nondomestic User that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of 4 grab samples may be approved by the Director or designee when the User demonstrates that this will provide a representative sample of the effluent being discharged.
  - (d) With the exception of the pollutants specified in paragraph © of this subsection, the User shall take a minimum of 1 representative sample to compile the data necessary to comply with the requirements of this subsection.
  - (e) Samples should be taken immediately downstream from pretreatment facilities. If the facilities exist or immediately downstream from the regulated process if pretreatment facilities do not exist. If other wastewaters are mixed with the regulated wastewater before pretreatment, the nondomestic User should measure the flows and concentrations necessary to allow use of the combined wastestream formula specified in R 323.2311(7) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with R 323.2311(5), the adjusted limit and supporting data shall be submitted to YCUA or Superior Township.
  - (f) Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 C.F.R. part 136 (March 26, 2007). Where 40 C.F.R. part 136 (March 26, 2007) does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by YCUA or Superior Township or other parties, approved by the EPA.

- (g) The YCUA or Superior Township may allow the submission of a baseline report that utilizes only historical data if the data provides information sufficient to determine the need for industrial pretreatment measures.
  - (h) The baseline report shall indicate the time, date, and place of sampling and the methods of analysis and shall certify that the sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- (6) A statement, reviewed by an authorized representative of the nondomestic User and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance or additional pretreatment is required for the nondomestic User to meet the pretreatment standards and requirements.
- (7) If additional pretreatment or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the nondomestic User will provide such additional pretreatment or operation and maintenance. The completion date in the schedule shall not be later than the compliance date established for the applicable pretreatment standard. All of the following conditions shall apply to compliance schedules:
- (a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the nondomestic User to meet the applicable categorical pretreatment standards. The events may include any of the following: (i) The hiring of an engineer; (ii) Completing preliminary plans; (iii) Completing final plans; (iv) Executing contracts for major components; (v) Commencing construction; (vi) Completing construction; or (vii) Other similar major events;
  - (b) An increment referred to in this sub-section shall not be more than 9 months
  - (c) Not later than 14 days following each date in the schedule and the final date for compliance, the nondomestic User shall submit a progress report to YCUA or Superior Township, including, at a minimum, whether or not the User complied with the increment of progress to be met on a particular date and, if not, the date on which the User expects to comply with the increment of progress, the reason for delay, and the steps being taken by the nondomestic User to return the construction to the schedule established. Not more than 9 months shall elapse between progress reports to YCUA or Superior Township.
- (8) Where the nondomestic User's categorical pretreatment standard has been modified by a removal allowance under R 323.2311(7) or a fundamentally different factors variance under R 323.2313(b) at the time the nondomestic User submits the report required by this rule, the information required by subdivisions (6) and (7) of this section shall pertain to the modified limits.

- (9) Any changes to information requested under subdivisions (1) to (5) of this section shall be submitted by the nondomestic User to YCUA or Superior Township within 60 days.

**Section 169-88. Additional reporting required and periodic report requirements.**

- (1) Within 90 days following the date for final compliance with applicable categorical pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the sewage works, POTW or the WWTP, any nondomestic User subject to pretreatment standards and requirements shall submit to the Director and/or YCUA or Superior Township a report containing the information required in subsections (4) through (6), inclusive, of Section 169-87 of this Ordinance. For Industrial Users subject to equivalent mass or concentration limits established by YCUA or Superior Township in accordance with the procedures in R 323.2311(5) of the Part 23 Rules promulgated under the State Act or otherwise established by the Act or the State Act or rules promulgated thereunder, the report shall contain a reasonable measure of the nondomestic User's long-term production rate. For all other nondomestic Users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report shall include the nondomestic User's actual production during the appropriate sampling period.
- (2) The YCUA or Superior Township may impose mass limitations on Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases in which the imposition of mass limitations is appropriate.
- (3) All of the following provisions shall apply to periodic reports on continued compliance:
  - (a) Any nondomestic User subject to a categorical pretreatment standard after the compliance date of the pretreatment standard or, in the case of a new source, after commencement of the discharge into the publicly owned treatment works shall submit, to the YCUA or Superior Township semiannually, unless required more frequently in the pretreatment standard or by the YCUA or Superior Township, a report indicating the nature and concentration of pollutants in the effluent that are limited by the categorical pretreatment standards. In addition, the report shall include a record of measured or appropriately estimated average and maximum daily flows for the reporting period for the discharge reported in subsection 169-187 (4) or this Ordinance, except that YCUA or Superior Township may require more detailed reporting of flows.
  - (b) Where YCUA or Superior Township has imposed mass limitations on nondomestic Users as provided for by R 323.2311(5) of the Part 23 Rules promulgated under the State Act or where such limitations are otherwise established by the Act or the State Act or Rules promulgated thereunder, the report required by subsection (1) immediately above shall indicate the mass of pollutants regulated by pretreatment standards in the discharge from the nondomestic User.11

- (c) For nondomestic Users subject to equivalent mass or concentration limits established by the YCUA or Superior Township or under the Act or the State Act or Rules promulgated thereunder, the report required by subsection (1) immediately above shall contain a reasonable measure of the nondomestic User's long-term production rate. For all other nondomestic Users subject to categorical pretreatment standards expressed only in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report required by subsection (1) immediately above shall include the nondomestic User's actual average production rate for the reporting period.
- (4) All categorical and non-categorical nondomestic Users shall notify the YCUA or Superior Township immediately of all discharges that could cause problems to the POTW, including any slug loadings.
- (5) All of the following provisions apply to Significant Industrial Users that are Categorical Industrial Users or Non-categorical Industrial Users in regards to monitoring and analysis to demonstrate continued compliance:
  - (a) The reports required in Section 169-87 or this Ordinance or in this Section shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the YCUA or Superior Township, of pollutants contained in the discharge that are limited by the applicable pretreatment standards. The sampling and analysis may be performed by the YCUA or Superior Township instead of the nondomestic User. Where the YCUA or Superior Township elects to perform the required sampling and analysis instead of the nondomestic User, the nondomestic User will not be required to submit the compliance certification required under Section 169-87 (6) and subsection (1) of this Section. In addition, where the YCUA or Superior Township collects all the information required for the report, including flow data, the nondomestic User will not be required to submit the report. The YCUA or Superior Township shall provide, to the nondomestic User, within 10 days after the results are available, the results of any sampling the YCUA or Superior Township performs for nondomestic User self-monitoring that show a violation of any pretreatment standard. Any certification required by a categorical pretreatment standard shall be included with the semiannual compliance reports.
  - (b) If sampling performed by a nondomestic User indicates a violation of pretreatment standards, the nondomestic User shall notify the YCUA or Superior Township within 24 hours of becoming aware of the violation. The nondomestic User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the YCUA or Superior Township within 30 days after becoming aware of the violation; however, the nondomestic User is not required to resample if the YCUA or Superior Township performs sampling at the nondomestic User at a frequency of at least once per month or if the YCUA or Superior Township performs sampling at the nondomestic User between the time when the nondomestic User performs its initial sampling and the time when the nondomestic User receives the results of the sampling.

- (c) The reports required in subsection (c) of this Section shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. The YCUA or Superior Township may require a frequency of monitoring that is necessary to assess and assure compliance by nondomestic Users with applicable pretreatment standards and requirements.
  - (d) All analyses shall be performed in accordance with procedures established by the E.P.A. pursuant to section 304(h) of the clean water act and contained in 40 C.F.R. part 136 (March 26, 2007) or with any other test procedures approved by the E.P.A. Sampling shall be performed in accordance with the techniques approved by the E.P.A. Where the provisions of 40 C.F.R. part 136 ( March 26, 2007) do not include sampling or analytical techniques for the pollutants in question, or where the E.P.A. determines that the part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the YCUA or Superior Township or other parties and approved by the E.P.A.
  - (e) If a nondomestic User monitors any pollutant more frequently than required by the YCUA or Superior Township using the procedures prescribed in subsection (d) immediately above, the results of the monitoring shall be included in the report.
- (6) A minimum of one (1) grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA or Superior Township may waive flow-proportional composite sampling for any nondomestic user that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of 4 grab samples may be approved by the Director or designee when the user demonstrates that this will provide a representative sample of the effluent being discharged.

- (7) The YCUA or Superior Township may require appropriate reporting from nondomestic Users that have discharges, which are not subject to categorical pretreatment standards. Significant industrial Users shall submit, to the YCUA or Superior Township, at least semiannually, a description of the nature, concentration, and flow of the pollutants required to be reported by the YCUA or Superior Township. The reports shall be based on sampling and analysis performed in the period covered by the report and performed in accordance with the techniques described in 40 C.F.R. part 136 (March 26, 2007). Where the provisions of 40 C.F.R. part 136 (March 26, 2007) do not contain sampling or analytical techniques for the pollutant in question, or where the E.P.A. determines that the part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or Superior Township or other persons and approved by the E.P.A. The sampling and analysis may be performed by the YCUA or Superior Township instead of the significant Industrial User. Where the YCUA or Superior Township collects all of the information required for the report, the Significant Industrial User will not be required to submit the report. The YCUA or Superior Township shall provide, to the nondomestic User, within 10 days after the results are available, the results of any sampling it performs for nondomestic User self-monitoring that show a violation of any pretreatment standard. Where YCUA or Superior Township performs sampling for a Significant Industrial User, YCUA or Superior Township must perform any required repeat sampling and analysis within thirty (30) days of becoming aware of a violation.
- (8) All periodic compliance reports shall be certified and signed by the authorized representative of the industrial user. The authorized representative shall state the following certification when submitting the periodic compliance reports to YCUA or Superior Township: *"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

#### **Section 169-89.**

#### **Powers of the YCUA or Superior Township.**

Wastewater discharges shall be expressly subject to all provisions of this Ordinance, the Act and State Act and all other applicable regulations established by the YCUA or Superior Township. The YCUA or Superior Township may:

- (1) Limit the average and maximum wastewater constituents and characteristics.
- (2) Limit the average and maximum rate and time of discharge or make requirements for flow regulations and equalization.

- (3) Require the installation and maintenance of inspection and sampling facilities.
- (4) Establish specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule.
- (5) Establish compliance schedules.
- (6) Require submission of technical reports or discharge reports.
- (7) Require the maintaining, retaining and furnishing of plant records relating to wastewater discharge as specified by the YCUA or Superior Township, and affording YCUA or Superior Township access thereto, and copying thereof.
- (8) Require notification of slug discharges and accidental spills.
- (9) Require other conditions as deemed appropriate by the YCUA or Superior Township to ensure compliance with this Ordinance, the Act and the State Act. The YCUA or Superior Township shall require notification of the YCUA or Superior Township for any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.

**Section 169-90. Sampling and monitoring facilities may be required.**

The YCUA or Superior Township shall, when determined necessary by the Director, require to be provided and operated at the User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with plans and specifications submitted to and approved by the YCUA or Superior Township and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the YCUA or Superior Township.

**Section 169-91.****Right to access of facilities for inspection, sampling, records examination, record copying or other duties.**

The YCUA or Superior Township shall inspect the facilities of any User to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the YCUA or Superior Township or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination, records copying or in the performance of any of their duties. The YCUA or Superior Township, DNRE and EPA shall have the right to set up on the User's property, at the User's expense, such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards or other appropriate personnel so that upon presentation of suitable identification, personnel from the YCUA or Superior Township, DNRE and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

**Section 169-92.****Compliance with Ordinance provisions required.**

- (1) Industrial Users shall provide necessary wastewater treatment as required to comply with this Ordinance, the Act and State Act and shall achieve compliance with all pretreatment standards within the time limitations as specified by the federal pretreatment regulations and as required by the YCUA, the Act or the State Act. Any Industrial User that qualifies as a new source is required to have pretreatment equipment installed and operational before discharging and shall be in full compliance within 90 days of initial discharge. Any facilities required to pretreat wastewater to a level acceptable to the YCUA shall be provided, operated, and maintained at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the YCUA for review, and shall be approved by the YCUA before construction of the facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the YCUA under the provisions of this Ordinance, the Act or the State Act. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the YCUA prior to the User's initiation of the changes.
- (2) As required by Section 403.8(D)(viii) of the Federal Register, the YCUA shall publish at least annually in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of the Industrial Users, which during the previous 12 months, were in significant noncompliance with any applicable pretreatment requirements. All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or DNRE upon request.

**Section 169-93.****Confidentiality of Information.**

Information and data on a User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the DNRE and the EPA without restriction and shall be available to the public without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User, in accord with applicable provisions of the state freedom of information act, Public Act 442 of 1976, as amended and Rule 323.2314 of the Part 23 Rules promulgated under the State Act.

**Section 169-94.****Enforcement by Township.**

All orders, directives, legal and/or equitable actions, which are necessary and appropriate to enforce this Ordinance, the Act and State Act shall be carried out by YCUA and/or the Township. Nothing contained in subsection (a) of this section shall preclude the Township or YCUA from instituting, maintaining or joining any legal and/or equitable actions to enforce this Ordinance, the Act and State Act.

**Section 169-95.****Records, accounts, audits, classification of Users, insurance.**

- (1) The YCUA will maintain and keep proper books of records and accounts, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the POTW. The YCUA will cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant, and will supply such audit report to authorized public officials on request.
- (2) In conjunction with the audit there shall be an annual review of the sewer charge system for adequacies meeting expected expenditures for the following year.
- (3) Classification of old and new Industrial Users may also be reviewed annually.
- (4) The YCUA or Superior Township will maintain and carry insurance on all physical properties of the system, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of sewage disposal systems.
- (5) Retention of Records - A User shall retain records of all monitoring information, including, all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Ordinance, an order, or a permit, all documentation associated with Best Management Practices, and the records of all data used to complete the application for a permit, for a period of at least three years from the date of a sample, measurement, report application or orders. This period may be extended by the Ypsilanti Community Utilities Authority at any time.

**Section 169-96. Powers and authority of inspectors.**

The Director and other duly authorized employees of the Ypsilanti Community Utilities Authority bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Ordinance, the Act and State Act.

**Section 169-97. Enforcement Process.**

- (1) Emergency Suspension - The Director may suspend the wastewater treatment service and/or any permit issued under this Ordinance when such a suspension is necessary, in the opinion of the Director, in order to stop an actual or threatened discharge that presents or may present an imminent or substantial danger to the health or welfare of persons or the environment, the POTW, or constitutes a violation of any condition of a NPDES or other permit, this Ordinance, the Act or State Act. Any User notified of a suspension of wastewater treatment services or a permit shall immediately stop or eliminate its discharge into a Township or YCUA sanitary sewer. If a User fails to immediately comply with such a suspension order and as required in this section, the YCUA or Superior Township shall take such steps as deemed necessary, including immediate termination or severance of the User's sewer connection to prevent or minimize damage to any person, the POTW or the environment. The YCUA or Superior Township shall allow the User to recommence its discharge upon receipt of proof of compliance with this Ordinance and the elimination of the discharge and/or identified danger. A User whose wastewater treatment service or permit has been suspended under this Ordinance shall submit, within fifteen (15) days of the suspension, a written statement to the Director describing the causes of the harmful discharge and the measures taken to prevent future harmful discharges in addition to other information required by this Ordinance or otherwise required by the Act or State Act under such circumstances.
- (2) Notice Letter – The minimum enforcement response that the Director or his/her designee will use to notify a User that a violation of the local applicable sewer use ordinance or YCUA or Superior Township Industrial Pretreatment Program has occurred or is occurring.
- (3) Notification of Violation - Whenever the Director finds that any User has violated or is violating any provision of this Ordinance or a wastewater discharge permit, an order issued under this Ordinance, the Act or State Act, the Director may serve upon said User written notice of the violation. Within thirty (30) days of receipt of such notice the User shall submit to the Director or designee an explanation of the violation and a written plan for satisfactory correction. Submission of this plan does not relieve the User of liability for any violations occurring before or after receipt of the notice of violation or as otherwise provided in this Ordinance, the Act or State Act.

- (4) Show Cause Order - The Director may order any User violating this Ordinance or the IPP a permit, an order issued under this Ordinance, the Act, or State Act, to show cause why a proposed enforcement action should not be taken. The show cause notice shall require the User to appear before the Director for a show cause meeting within a reasonable time, not less than ten (10) days after first class mailing of the order to the User's recorded or last known address. Enforcement action may be pursued whether or not a User appears at a show cause meeting and issuance of a show cause order does not relieve the User of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this Ordinance, the Act, or State Act.
- (5) Consent Order. The Director is empowered to enter into Consent Orders, Assurances of Voluntary Compliance and other similar documented agreements establishing an agreement with a User responsible for non-compliance with an order, permit, this Ordinance, the Act or State Act. Such a document may include compliance schedules, stipulated fines or penalties, the amount of which shall not be limited by the civil fine assessment provision of this Ordinance, remedial actions and signatures of the Director and User. Consent Orders or similar documented agreements prepared and executed under this section shall have the same force and effect as other orders issued under this Ordinance.
- (6) Compliance Order - When the Director finds that a User has violated or continues to violate this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, an order may be issued to the User directing that, following a specified time period, sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and are properly operated and compliance is otherwise achieved. Such an order may contain other requirements as might be reasonably necessary and appropriate to address the non-compliance, including, but not limited to, the installation of pre-treatment technology, additional self-monitoring and new management practices. Issuance of a compliance order does not relieve the User of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this Ordinance, the Act or State Act.
- (7) Cease and Desist Order - When the Director finds that a User has violated or continues to violate this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, an order may be issued to the User responsible for the violation directing that such violations cease and desist immediately. In an emergency, the order to cease and desist may be given by telephone. In a nonemergency situation, the cease and desist order may be used to suspend or permanently revoke an industrial wastewater discharge permit or permits. A cease and desist order may require the User to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order does not relieve the User of liability for any violation occurring before or after receipt of the order or as otherwise provided in this Ordinance.

- (8) Termination of Wastewater Discharge Permit - Any User who has a permit who violates the following conditions of a wastewater discharge permit or violates this Ordinance, the Act or State Act or any applicable state or federal law or regulation is subject to permit termination:
- (a) Failure to accurately report wastewater constituents and characteristics;
  - (b) Failure to report significant changes in operations or wastewater constituents and characteristics;
  - (c) Refusal of reasonable access to the User's premises or records for the purpose of inspection, monitoring or sampling or for any other purpose permitted under this Ordinance, the Act or State Act;
  - (d) Failure to comply with an order issued under this Ordinance; or
  - (e) For those reasons stated in Section 169-102 or for any other reason permitting such termination as provided in this Ordinance, the Act or State Act. Such Users shall be notified of the proposed permit termination and shall be offered an opportunity to show cause under the provision of subsection (4) of this Section, why the proposed action should not be taken.
- (9) Administrative Assessments - Notwithstanding any other section of this Ordinance, any User who violates any provision of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, shall be liable to the YCUA or Superior Township and/or Township for any expense loss or damage occasioned by reason of such violation, including but not limited to reasonable attorney's fees and may be subject to an administrative assessment by the YCUA or Superior Township in an amount of \$1,000 per violation, per day. Each day on which non-compliance shall occur or is continued shall be deemed a separate and distinct violation. Such expense, loss, damage or assessments may be added to a User's sewer service charges and the YCUA and the Township shall have such other collection rights and remedies as designated by law, the Act, the State Act and this Ordinance to collect these sewer service charges.
- (10) Judicial Remedies - A person who violates any provision of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, is subject to the judicial remedies described below in addition to being responsible for a civil fine assessment or a misdemeanor or any administrative remedy or enforcement action provided for in this Ordinance:
- (a) Whenever a User has violated or continues to violate the provisions of this Ordinance, a permit, an order issued under this Ordinance, the Act or the State Act, the Director, through counsel, may petition the Circuit Court for issuance of a preliminary or permanent injunction or both to restrain or compel certain activities on the part of the User.

- (b) Any User who has violated or continues to violate any order or permit issued hereunder may be liable to the YCUA or Superior Township in such judicial proceedings for a civil fine assessment of \$1,000, plus actual damages, direct or indirect, incurred by the YCUA or Superior Township, per violation, per day, for as long as the violation continues. Additionally, the YCUA or Superior Township may recover reasonable attorney's fees, court costs and other expenses associated with any enforcement activities, including sampling, monitoring and analysis expenses.
- (c) The Director, through counsel, may petition the Circuit Court to impose, assess, and recover such assessments and sums. In determining the amount of liability, the court shall take into account all relevant circumstances, including, but not limited to the extent of harm caused by the violation, the magnitude or duration of the violation, any economic benefit gained by the User through the violation, corrective actions by the User, the compliance history of the User and any other relevant factor.
- (11) Liens - Any fine or other assessment issued or imposed under this Ordinance or other costs or charges imposed under this Ordinance may be added to the User's sewer service charges and the YCUA or Superior Township shall have such other collection rights and remedies as designated by law and this Ordinance to collect said charges and all unpaid charges, fines, assessments, penalties and service charges shall constitute and may be recorded as a lien against the User's property if not paid within the time frame allocated by YCUA or Superior Township or a court for payment.
- (12) Appeals - Any person or User subject to enforcement action under the provisions of this Ordinance, the Act or State Act, except for civil fine assessment notices, consent orders, emergency actions under this Ordinance or judicial actions by YCUA or Superior Township, may request a hearing before the Director within ten (10) days of receipt of notification of the proposed enforcement action. A hearing shall then be held by the Director concerning the violation, the reasons why the enforcement action has been taken, the proposed enforcement action, and the User's explanation or other relevant evidence. An appeal may be taken from the Director's final decision. The following rules shall apply to the hearing and appeal:
  - (a) The Director may issue notices of such a hearing requiring the attendance and testimony of witnesses or the production of evidence relative to the hearing.
  - (b) In the event a request for hearing is not filed within ten (10) days of the User's notice of an enforcement action, failure to file such a request shall be deemed a waiver of any and all hearing or appeal rights established under this Ordinance.
  - (c) A request for hearing shall state the basis for the request, the reasons in support of the request and any alternative relief which the aggrieved party seeks.
  - (d) During the pendency of any hearing process or appeal the User must comply with the enforcement action or YCUA or Superior Township order from which the appeal is taken.

- (e) At the hearing, testimony may be taken under oath and recorded stenographically. A transcript of the hearing shall be made available to any member of the public or any party to the hearing upon payment of usual and reasonable charges.
  - (f) After the Director has held such a hearing and reviewed the evidence, he may issue an order affirming, modifying or withdrawing the enforcement action.
  - (g) Within fifteen (15) days from receipt of the Director's final decision, the aggrieved party may appeal the decision to the board stating the grounds on which the appeal is based together with all documents, evidence, transcripts and information in support of the aggrieved party's position. In addition, the aggrieved party shall file five (5) copies of the appeal and supporting documentation with the board and serve an additional copy on the Director.
  - (h) The Director shall have thirty (30) days to respond to the appeal and to submit all evidence, documents and information in support of the Director's decision and shall file five (5) copies with the board and shall serve an additional copy on the aggrieved party.
  - (i) Within thirty (30) days of receiving the Director's response the board shall meet and review all documents and evidence pertaining to the appeal and shall issue an order affirming the Director's order, affirming the Director's order in part and reversing in part, or reversing the Director's order in full. The board shall forward a copy of its decision to all interested parties.
- (13) Industrial Pretreatment Program (IPP) and Enforcement Response Plan (ERP). This Ordinance, the Act and State Act shall also be enforced by the YCUA or Superior Township pursuant to a written Industrial Pretreatment Program adopted by YCUA or Superior Township as required by the Act and State Act which plan shall include those plan elements required by the Act and State Act including, but not limited to, an Enforcement Response Plan designed to achieve enforcement of that Program. That Enforcement Response Plan shall provide for, at minimum, those powers of enforcement granted by this Ordinance, the Act and State Act.
- (14) "Time Limits: YCUA or Superior Township's failure to strictly comply with and/or to meet an enforcement procedure time deadline or other time deadline specified in this Ordinance, the Act, State Act, or the Enforcement Response Plan, shall not prohibit or prevent YCUA or Superior Township from taking enforcement or other action outside of or not in compliance with such a time deadline, unless the User or permittee in question has been and is able to demonstrate that it has been materially prejudiced by action taken by YCUA or Superior Township outside of or not in compliance with such a time deadline."

**Section 169-98. Surcharges, Fees.**

The Director shall also establish appropriate surcharges or fees to reimburse the YCUA or Superior Township for the additional cost of operation and maintenance of the sewage works or POTW due to the violations of this Ordinance, the Act or State Act.

**Section 169-99. Requirements for Nondomestic Users.**

- (1) All nondomestic Users must notify the Director of the nature and characteristics of their wastewater prior to commencing their discharge. The Director is authorized to prepare a form for this purpose.
- (2) It shall be unlawful for Significant Industrial Users to discharge wastewater, either directly or indirectly, into the sewage works or POTW without first obtaining an Industrial User pretreatment permit from the YCUA or Superior Township. Any violation of the terms and conditions of an Industrial User pretreatment permit shall be deemed a violation of this Ordinance. Obtaining an Industrial User pretreatment permit does not relieve a permittee of its obligation to obtain other permits required by federal, state or local law.
- (3) The Director may require that other Industrial Users, including liquid waste haulers, obtain Industrial User pretreatment permits as necessary to carry out the purposes of this Ordinance.
- (4) Any Industrial User located beyond the Ypsilanti Township limits shall submit a permit application within 60 days of the effective date of the ordinance from which this Ordinance is derived. New Industrial Users located beyond the Ypsilanti Township limits shall submit such applications to the Director 60 days prior to discharging into the sewage works or POTW. Upon review and approval of such application, the Director may enter into a contract with the User which requires the User to subject itself to, and abide by this Ordinance, including all permitting, compliance monitoring, reporting, and enforcement provisions contained in this Ordinance, the Act or State Act.
- (5) Any Significant Industrial User which discharges nondomestic waste into the sewage works or POTW prior to the effective date of the ordinance from which this Ordinance is derived and who wishes to continue such discharges in the future, shall, within 90 days after such date, apply to the YCUA for an Industrial User pretreatment permit and shall not cause or allow discharges to the POTW to continue after 180 days from and after the effective date of the ordinance from which this Ordinance is derived except in accordance with a permit issued by the Director.
- (6) Any Significant Industrial User proposing to begin or recommence discharging nondomestic wastes into the sewage works or POTW must obtain a pretreatment permit prior to beginning or recommencing such discharge. An application for this permit must be filed at least 60 days prior to the anticipated start up date.

**Section 168-100. Application.**

- (1) In order to be considered for a pretreatment permit, all Industrial Users required to have a permit must submit the information required by Section 169-85 on an application form approved by the Director
- (2) When required, plans must be certified for accuracy by a state - registered professional engineer.

- (3) All applications must contain the following certification statement and be signed by an authorized representative of the Industrial User: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- (4) The Director will evaluate the data furnished by the Industrial User and may require additional information. After evaluation of the data furnished, the Director may issue an Industrial User pretreatment permit subject to terms and conditions provided herein.
- (5) At the time an application for a permit is made, the User shall pay to YCUA a permit fee in an amount established from time to time by the board, which fee shall be refunded to the User in the event the permit is denied. In addition to the above-stated permit fee, the User shall pay to YCUA a nonrefundable permit application fee equal to YCUA's expenses, and YCUA expenses incurred in hiring laboratories, engineers, or other consultants, for the purpose of evaluating the permit application submitted by the User to YCUA.

#### **Section 169-101. Contents.**

Pretreatment permits shall include such conditions as are reasonably deemed necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate POTW sludge management and disposal, protect ambient air quality, and protect against damage to the POTW collection system or plant and ensure compliance with this Ordinance, the Act and State Act. Permits shall contain a statement of the duration of the permit which shall not be more than 5 years; a statement of permit non transfer ability without prior notification to the YCUA or Superior Township and provision of a copy of the existing permit to the new owner or operator; effluent limits based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and state and local law; self monitoring, sampling, reporting, notification, and record keeping requirements, including identification of the pollutants to be monitored, sampling location, sampling frequency, and sample type, based on the applicable general pretreatment standards, categorical pretreatment standards, local limit, and state and local law; and a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. The schedule may not extend the compliance date beyond applicable federal or state deadlines. Permits may contain, but need not be limited to, the following:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
- (2) Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties.

- (3) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, or similar requirements designed to reduce, eliminate, or prevent the introduction of pollutants into the sewage works or POTW.
- (4) Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or routing discharges.
- (5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the sewage works or POTW.
- (6) Requirements for installation and maintenance of inspection and sampling facilities.
- (7) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
- (8) Compliance schedules.
- (9) Requirements for submission of technical reports or discharge reports.
- (10) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Director and affording the Director, or his representatives, access thereto.
- (11) Requirements for notification of any new introduction of wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced in the sewage works or POTW.
- (12) Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the permittee.
- (13) Requirements for notification to YCUA or Superior Township of excessive, accidental, or slug discharges.
- (14) Other conditions as deemed appropriate by the Director to ensure compliance with this Ordinance and state and federal laws, rules, and regulations, including the Act and State Act.
- (15) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal, State or local pretreatment standards or limits, including those which become effective during the term of the permit.

**Section 169-102. Issuance process.**

- (1) Permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than five years, at the discretion of the Director.

- (2) The Director will provide all interested persons with notice of final permit terms. Upon notice by the Director, any person, including the Industrial User, may petition to appeal the terms of the permit within 30 days of the notice.
- (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the appeal.
  - (b) In its petition, the appealing party must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.
  - (c) The effectiveness of the permit shall not be stayed pending reconsideration by the board. If, after considering the petition and any arguments put forth by the Director, the board determines that reconsideration is proper, it shall remand the permit back to the Director for reissuance. Those permit provisions being reconsidered by the Director shall be stayed pending reissuance.
  - (d) A board's decision not to reconsider a final permit shall be considered final administrative action for purposes of judicial review.
- (3) The Director may modify or terminate the permit for good cause including, but not limited to, the following:
- (a) To incorporate any new or revised federal, state or local pretreatment standards or requirements.
  - (b) Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit.
  - (c) A change in any condition in either the Industrial User or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
  - (d) Information indicating that the permitted discharge poses a threat to the sewage works or POTW or POTW personnel or the receiving waters.
  - (e) Violation of any terms or conditions of the permit.
  - (f) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.
  - (g) Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13.
  - (h) To correct typographical or other errors in the permit.
  - (i) To reflect transfer of the facility ownership and/or operation to new owner/operator.

- (j) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.
  - (k) Falsifying self-monitoring reports.
  - (l) Tampering with monitoring equipment.
  - (m) Refusing to allow timely access to the facility premises and records.
  - (n) Failure to meet effluent limitations.
  - (o) Failure to pay fines.
  - (p) Failure to pay sewer charges.
  - (q) Failure to meet compliance schedules.
  - (r) As provided in Section 169-97.
- (4) The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (5) Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the Director, if
- (a) The permittee must give at least 30 days advance notice to the Director; and
  - (b) The notice must include a written certification by the new owner which:
    - (i) States that the new owner has no immediate intent to change the facility's operations and processes.
    - (ii) Identifies the specific date on which the transfer is to occur.
    - (iii) Acknowledges full responsibility for complying with the existing permit.
- (6) The User shall apply for permit reissuance by submitting a complete permit application a minimum of 90 days prior to the expiration of the User's existing permit. An expired permit will continue to be effective and enforceable until the permit is reissued, if:
- (a) The Industrial User has submitted a complete permit application at least 90 days prior to the expiration date of the User's existing permit; and
  - (b) The failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the Industrial User.

- (7) Nothing in this Ordinance shall be construed as preventing any special agreement or arrangement between the POTW and any User whereby wastewater of unusual strength or character is accepted into the POTW and specially treated and subject to any payments or User charges, as may be applicable. However, no discharge which violates pretreatment standards will be allowed under the terms of such special agreements. If, in the opinion of the Director, the wastewater may have the potential to cause or result in any of the following circumstances, no such special agreement will be made:
- (a) Pass through or interference; or
  - (b) Endanger municipal employees or the public.

**Section 169-103. Penalty for Violation of Ordinance; Liability of User.**

- (1) Any person who violates any provision of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, shall become liable to the Township for and may be subject to a civil fine assessment of \$1000.00 per violation, per day, plus any costs, damages and expenses, direct or indirect, incurred by the Township or YCUA in connection with the violation. Each day on which a violation continues shall be deemed a separate and distinct violation.
- (2) Any person who violates any provision of this Ordinance that is listed below shall be guilty of a misdemeanor, and upon conviction is subject to a fine of not more than \$500, exclusive of any civil fine assessment or other costs, damages and expenses, or by imprisonment for not more than ninety (90) days, or both. Misdemeanor violations include:
- (a) intentional unpermitted discharge;
  - (b) falsification of a monitoring report or the making of any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this ordinance;
  - (c) improper sampling, with evidence of intent to falsify or mislead;
  - (d) intentional failure to install monitoring equipment after a deadline established by an order issued under this ordinance or the tampering with or knowingly rendering inaccurate any monitoring device or equipment or method required under this ordinance;
  - (e) intentional recurring violation of a compliance schedule in a permit or a violation of a compliance schedule in an order issued under this ordinance; or
  - (f) illegal discharge when the discharge causes harm and there is evidence of intent.

**Section 169-104. Funding/Fees**

- (a) The purpose of this section is to provide for the recovery of costs from Users of the POTW. The applicable charges or fees established by the Board shall be sufficient to meet the costs of the operation, maintenance, improvement or replacement of the system, or as provided by law or by Board action.
- (b) The Board shall adopt charges and fees which shall include, but not necessarily limited to
  - 1. Fees for reimbursement of costs of establishing, operating, maintaining, or improving the YCUA or Superior Township's Industrial Pretreatment Programs; and Enforcement Response Plan.
  - 2. User fees based upon volume of waste and concentration or quantity of specific pollutants in a discharge, and to cover other treatment costs including sludge handling and disposal; and
  - 3. Reasonable fees for reimbursement of costs for enforcement hearings or other enforcement action including, but not limited to, expenses regarding hearings officers, court reporters, and transcriptions; and
  - 4. Other fees, which the Board may deem necessary, to carry out the requirements contained herein and continued in other IPP & ERP, or as may be required by law.

**DIVISION 3. BUILDING SEWERS AND CONNECTIONS**

**Section 169-105. Connection to public sewer required.**

The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes situated within the Township and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the Township, is hereby required at their expense to install suitable sewage facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after the date of official notice to do so, provided that the public sewer is within 200 feet of the property line.

**Section 169-106. Permit Required.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof or any part of the sewage works or POTW without first obtaining a written permit from the Director.

**Section 169-107. Classes of Permits; Application; Fees.**

There shall be two classes of building sewer permits: (1) For residential and commercial service; and (2) For service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the Township or YCUA. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent, in the judgment of the Township or YCUA. A permit and inspection fee for a residential or commercial building sewer permit and for an industrial building sewer permit shall be paid to the Township at the time the application is filed.

**Section 169-108. Costs of Connection to be Borne By Owner; Indemnification of Township and YCUA.**

All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Township and the YCUA from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

**Section 169-109. Separate building sewer for each building required; exception.**

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

**Section 169-110. Use of Old Building Sewers with New Buildings.**

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Township or YCUA, to meet all requirements of this Ordinance .

**Section 169-111. Construction Specifications.**

The size, slope, alignment, and materials of construction of a building sewer; and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Township or YCUA. In the absence of the Code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WEF Manual of Practice No. 9 shall apply.

**Section 169-112. Elevation.**

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

**Section 169-113. Prohibited Connections.**

- (1) No person shall make connection of roof downspouts, exterior foundation drains, sump pump discharge, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which, in turn, is connected directly or indirectly to a public sanitary sewer or combined sewer.
- (2) The YCUA or Superior Township shall not allow any connection to the sanitary sewer unless there is sufficient capacity in the sewage works to convey and adequately treat the additional wastewater from the proposed connection.

**Section 169-114. Connection Specifications.**

- (1) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the YCUA or Superior Township or the procedures set forth in appropriate specifications of the ASTM and the WEF Manual of Practice No. 9. All such connections shall be made gastight and watertight.
- (2) Any deviation from the prescribed procedures and materials must be approved by the YCUA or Superior Township before installation.

**Section 169-115. Inspection; Supervision of Connection.**

The contractor installing the building sewer shall notify Superior Township when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of Superior Township.

**Section 169-116. Guards for Excavations; Restoration of Public Property.**

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Township and YCUA.

**Sections 169-117 - 125. Reserved.**

## **DIVISION 4. USE OF PUBLIC SEWERS**

### **Section 169-126. Required.**

- 1) It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the Township, or in any area under its jurisdiction, any human or animal excrement, garbage or other objectionable waste.
- (2) It shall be unlawful to discharge to any natural outlet, any sanitary sewage, industrial wastes, or other polluted water, except where suitable treatment has been provided in accordance with provisions of this Ordinance.
- (3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (4) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purpose situated within the Township and abutting on any street, alley or right-of way in which there is now located or may in the future be located a public sanitary sewer or combined sewer of the Township, is hereby required at his expense to install suitable sewage facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Ordinance, within 90 days after the date of official notice to do so provided that such public sewer is within 200 feet of the property line.

### **Section 169-127. Unpolluted Discharges.**

- (1) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, water from footing drains, roof water, or other unpolluted water to any sanitary sewer or sewer connection except as otherwise provided in this Ordinance. Any premises connected to a storm sewer shall comply with county, state and federal requirements as well as those by the Township and the YCUA.
- (2) Stormwater, groundwater, water from footing drains and all other unpolluted drainage shall be discharged into such sewers as are specifically designated as combined sewers, or to a natural outlet, except as otherwise provided in this Ordinance. Industrial cooling water or unpolluted process waters maybe discharged upon application and approval of the YCUA or Superior Township and the appropriate state agency to a storm sewer, or natural outlet.

**Section 169-128. Fats, Oils, and Grease, (FOG) Interceptor and Sand Interceptors.**

Fats, oils, and grease (FOG) and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing fats, oils, or grease discharges in which the concentration in a grab sample exceeds the 100 mg/l limit, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for single-family or multiple-family dwelling units. All interceptors shall be of a type and capacity approved by the Director and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which when bolted into place shall be gastight and watertight. When installed, all fats, oils, and grease, and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times. A User may petition the Director for an exemption from having to install a Fats, Oils, and Grease (FOG) Interceptor in accordance with provisions specified in the YCUA or Superior Township FOG Mitigation Program Policy, as amended from time to time. Upon approval by the Director, YCUA or Superior Township's Contract Communities that have a Fats, Oils, and Grease Ordinance/Policy can implement said Ordinance/Policy in lieu of this Section and the YCUA or Superior Township Fats, Oils, and Grease Mitigation Program Policy.

**Section 169-129. Prohibited discharges.**

No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will pass through or interfere with the operation or performance of the sewage works. A User may not contribute the following substances to the sewage works:

- (1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewage works or to the operation of the sewage works.
- (2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities.
- (3) Any wastewater having a pH less than 5.0 or greater than 11.0; or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the sewage works.
- (4) Any wastewater containing toxic pollutants or of high chlorine demand in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the sewage works, or exceed the limitation set forth in the EPA categorical pretreatment standard, or any other federal, state or county standards.

- (5) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause worker health and safety problems. This prohibition includes, but is not limited to, wastewaters which contain liquids, solids, or gases that cause gases, vapors, or fumes from the discharge to exceed 10% of the immediately dangerous to life and health (IDLH) concentration. Discharges which contain more than one pollutant which may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the Director. The more restrictive discharge limits shall be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge.
- (6) Any noxious or malodorous liquids, gases, or solids which singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (7) Any substance, which may cause the sewage, works such as residues, sludges, or scums, to be unsuitable for land application or reclamation and reuse or to interfere with the reclamation process.
- (8) Any substance, which will cause the sewage, works to violate its NPDES permit or the receiving water quality standards.
- (9) Any wastewater with color of sufficient light absorbency to interfere with treatment plant process, prevent analytical determinations, or create any aesthetic effect on the treatment plant effluent, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (10) Daily maximum concentration or mass loading shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero (0) when calculating the daily maximum concentration.
- (11) Any wastewater having a temperature, which will inhibit biological activity in the sewage, works resulting in interference, but in no case wastewater with a temperature at the introduction into the 24 sewage works, which exceeds 60 degrees Celsius (140 degrees Fahrenheit) or is lower than zero degrees Celsius (32 degrees Fahrenheit).

- (12) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable state or federal regulations.
- (13) Any wastewater which causes a hazard to human life or creates a public nuisance.
- (14) Organic solvent extractable substances such as fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit (zero degrees Celsius) and 140 degrees Fahrenheit (60 degrees Celsius).
- (15) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; or other pollutants which cause the wastewater to have a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius), or which cause an exceedance of ten percent of the lower explosive limit (LEL) at any point within the collection system or containing gasoline, benzene, xylene or toluene which causes the wastewater to exceed the state surface water quality standard.
- (16) Any garbage that has not been ground by household type or other suitable garbage grinders.
- (17) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure or any other solids or viscous substances capable of causing obstructions or other interferences with the proper operation of the sewer system.
- (18) Toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, or to constitute hazards to humans or animals, or to create any hazard in waters which receive the POTW effluent, which shall include, but are not limited to wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions.
- (19) Solids of such character and quantity that special and unusual attention is required for their handling.
- (20) Any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the Federal Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the state.
- (21) Any medical or infectious wastes prohibited from being discharged under federal or state law and regulations.
- (22) Material considered a hazardous waste under the Resource Conservation and Recovery Act (RCRA).

- (23) Any commercial or industrial waste that may cause pass through of pollutants or interference with the wastewater treatment plant operations or that violates federal, state, or local restrictions.
- (24) Any pollutant, including oxygen demanding pollutants (BOD etc.) released at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- (25) Trucked and hauled waste, except at discharge points designated by the POTW.
- (26) Pollutants causing toxic gases, vapors, and fumes.
- (27) Any leachate from a hazardous waste landfill.
- (28) Any landfill leachate unless permitted and authorized under a written contract, within YCUA or Superior Township's sole discretion, between YCUA or Superior Township and the User.
- (29) Any pollutant discharge which constitutes a slug.

**Section 169-130. Promulgation of more stringent standards.**

Upon the promulgation of the national categorical pretreatment standards, alternative discharge limits, or other federal or state limitations, for a particular industrial subcategory, the pretreatment standard, if more stringent than limitations imposed under this Ordinance for sources in that subcategory, shall immediately supersede the limitations imposed under this Ordinance and shall be considered part of this Ordinance. The YCUA or Superior Township shall notify all affected Users of the applicable reporting requirements.

**Section 169-131. Prohibited concentrations of certain pollutants and mercury reduction plan.**

- (1) No person shall discharge wastewater such that the concentration of pollutants in one grab sample exceeds the following limits for oil and grease or pH:
  - 100 mg/l oil and grease
  - < 5 or > 11 standard units pH
  - 1.0 mg/l Total Cyanides
  - 1.0 mg/l Total Phenolic Compounds
- (2) No person shall discharge wastewater such that the concentration of pollutants contained in a representative composite sample is at or above the following surcharge threshold, except as otherwise permitted in writing by the Director and on payment of a surcharge fee, and no person shall discharge wastewater such that the concentration of pollutants contained in a representative composite sample exceeds the following upper limits, with respect to the following compatible pollutants:

## COMPATIBLES

### Surcharge Threshold   Upper Limits

300 mg/l	1000 mg/l	5-day BOD (Biochemical Oxygen Demand)
350 mg/l	2500 mg/l	Total SS (Suspended Solids)
600 mg/l	2000 mg/l	COD (Chemical Oxygen Demand)
15 mg/l	75 mg/l	Total Phosphorus
30 mg/l	700 mg/l	Ammonia-Nitrogen

- (3) No person shall discharge wastewater such that the concentration of pollutants contained in a representative composite sample shall exceed the following limits with respect to the following inorganic or organic pollutants or phenolic compounds:

### INORGANICS

1.0 mg/l	Arsenic
0.002 mg/l	Beryllium
0.50 mg/l	Cadmium
4.0 mg/l	Chromium (Total)
3.0 mg/l	Copper
0.3 mg/l	Lead
Nondetectable	Mercury
3.0 mg/l	Nickel
0.15 mg/l	Silver
3.0 mg/l	Zinc

### ORGANICS

Nondetectable      Polychlorinated Biphenyls (Nondetectable per U.S. EPA Method 608. Any detectable sample exceeds this limit.)

The local discharge limitation for Polychlorinated Biphenyls is established at the level of detection in accordance with the following:

There shall be no detectable amounts of Polychlorinated Biphenyls discharged to a Township or YCUA sanitary sewer. Polychlorinated Biphenyls sampling procedures, preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 608. The level of detection, developed in accordance with the procedure specified in 40 CFR 136, shall not exceed 0.2 ug/L for Polychlorinated Biphenyls, unless higher levels are appropriate due to matrix interference.

- (4) The total phenols limit is based on the discharge of any or all of the following phenolic compounds: 2-Chlorophenol, 4-Chlorophenol, 2,4-Dichlorophenol, 2,4-Dimethylphenol, 2,4-Dinitrophenol, 2-Methylphenol, 3-Methylphenol, 4-Methylphenol, 2-Nitrophenol, 4-Nitrophenol, and Phenol. Discharge of other phenolic compounds is prohibited except as specifically authorized by the Director.

- (5) The Director shall annually review the quantities of industrial pollutants listed above which are discharged or proposed to be discharged to the sewage works. The Director shall recommend any revisions to these limits necessary to insure that the NPDES Permit, Federal Pretreatment Standards and Water Resources limits are met and to insure that the industrial discharge will not interfere with the treatment process of sludge disposal. At such time as the previously cited limits are changed by the Township or YCUA, the unit authorizing such change shall notify the remaining units of such change.
- (6) The local discharge limitation for mercury is established at the level of detection in accordance with the following:
- (a) There shall be no detectable amounts of mercury discharged to a Township or YCUA sanitary sewer. Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 245.1. The level of detection, developed in accordance with the procedure specified in 40 CFR 136, shall not exceed 0.2 ug/L for Mercury, unless higher levels are appropriate due to matrix interference.
  - (b) The evaluation of potential matrix interference(s) shall include, at a minimum, the following:
    - (i) A demonstration that the laboratory conducting the analysis is capable of achieving the level of detection of 0.2 ug/L in reagent water;
    - (ii) A demonstration that the level of detection of 0.2 ug/L cannot be achieved in the effluent; and
    - (iii) A demonstration that an attempt has been made to resolve the matrix interference(s).
  - (c) In cases where true matrix interference(s) can be demonstrated, a discharge-specific level of detection will be developed in accordance with the procedure in 40 CFR 136. Discharge specific levels of detection will be incorporated into the wastewater discharge permit of the nondomestic User.

- (d) To ensure that the maximum allowable mercury loading to the POTW is not exceeded, YCUA or Superior Township may require any non-domestic User with a reasonable potential to discharge mercury to develop, submit for approval and implement a Mercury Reduction Plan (MRP). The MRP may be required by permit if the non-domestic User has not violated the local limit for mercury, but YCUA or Superior Township has determined that a reasonable potential for such violation may exist. MRP's may be required in notices of violations, orders or other enforcement actions when the non-domestic User has violated the mercury local limit. At a minimum, an approvable MRP shall contain the following:
- (i) A written commitment by the non-domestic User to reduce all non-domestic discharges of mercury to levels below the level of detection within 3 years of the MRP's original approval date;
  - (ii) Within 60 days of notification by YCUA or Superior Township that a MRP is required, the non-domestic User shall supply an initial identification of all potential sources of mercury which could be discharged to the sanitary sewer system;
  - (iii) Specific strategies for mercury reduction with reasonable time frames for implementation, capable of ensuring that mercury discharges will be below the specified level of detection within 3 years;
  - (iv) A program for quarterly sampling and analysis of the non-domestic discharge for mercury in accordance with EPA method 245.1;
  - (v) A demonstration of specific, measurable and/or otherwise quantifiable mercury reductions consistent with the goal of reducing mercury discharges below the specified level of detection. Where such reductions cannot be demonstrated through normal effluent monitoring (e.g., mercury discharges are already near level of detection), the demonstration should incorporate the following:
    - a. Internal process monitoring, documenting the results of mercury reduction strategies at sampling locations within the facility (e.g., a program of regular monitoring of sink traps where mercury containing reagents had previously been disposed, but have since been substituted by non-mercury containing compounds).
    - b. Internal and/or effluent sampling utilizing clean and/or ultra-clean sampling and analytical methods as referenced by EPA Federal Register. The results of such monitoring will not be used for compliance purposes unless performed in accordance with EPA Method 245.1 and collected at the appropriate compliance measurement location.
    - c. Loading calculations wherein the non-domestic User calculates the total mass of mercury reduced from the sanitary sewer discharge through reagent substitutions, changes in disposal practices and/or other approved MRP strategies implemented.

- (vi) A semi-annual report on the status of the mercury reduction efforts. At a minimum, these reports shall: identify compliance or noncompliance with specific reduction commitments in the MRP; summarize the analytical, mass-based or other quantifiable demonstrations of mercury reductions performed to date; provide all applicable analytical data; provide an evaluation of effectiveness of actions taken to date; provide updates to the initial list of mercury containing compounds discharged to the sanitary sewer and propose for approval new strategies and/or modifications to the current MRP to continue and improve mercury reduction efforts; and
  - (vii) Any other conditions that YCUA or Superior Township deems necessary to ensure that mercury reduction efforts are effective in achieving the goals of this Section.
- (e) Failure to submit an approvable MRP within 30 days of the required due date shall constitute significant non-compliance in accordance with this Section, and will result in publication as a significant violator.
  - (f) A MRP may be evaluated for adequacy at any time by YCUA or Superior Township. If such an evaluation determines that the Mercury Reduction Plan is in adequate or the non-domestic User has not complied with its approved MRP, the non-domestic User will be notified. Failure to comply with the MRP requirement constitutes non-compliance. YCUA or Superior Township will follow its Enforcement Response Plan (ERP) to ensure that corrective actions are taken.
  - (g) A non-domestic User may request a release from MRP requirements if all samples of the discharge for a period of one year are less than the specified level of detection; the non-domestic User has complied with the minimum monitoring frequency of quarterly sampling events; and YCUA or Superior Township deems that MRP commitments have been fulfilled sufficiently to ensure continued compliance with the mercury limitation. YCUA or Superior Township shall notify the non-domestic User of any release from MRP requirements in writing.
  - (h) If the MRP requirement is waived by YCUA or Superior Township, the non-domestic User remains subject to the local limitation for mercury in accordance with the requirements of this Ordinance.
  - (i) Re-discovery of mercury in the non-domestic User discharge subjects said User to the submission of a new MRP, or escalation of enforcement in accordance with the ERP.

(7) Implementation of Best Management Practices or Best Management Practices Plan

- a. The Director may require any User to develop and implement Best Management Practices (BMP) to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants, or other substances from the User's premises to the POTW , as determined necessary by the Director.
- b. In addition, the Director may require a User to develop and submit a Best Management Practices Plan ("BMPP"), including an enforceable implementation schedule, for review and approval by the Director. The BMPP shall be submitted within 30 days after notification by the Director or as otherwise required by a User Permit. The BMPP shall be directed at preventing the entrance of pollutants, directly or indirectly, into the POTW . The BMPP shall be available for inspection at all times at the User's premises. At a minimum, a User's BMPP shall contain all of the following elements, as determined necessary by the Director, at a level of detail and in units and terms as determined necessary by the Director to adequately evaluate the plan:
  - I. A statement of the purpose and objectives of the plan.
  - II. A description of the strategies, methods, policies and procedures to prevent, minimize or reduce the introduction of pollutants into the User's discharge and to minimize waste generation.
  - III. A description of the options available to the User to control accidental spillage, leaks and drainage.
  - IV. A description of best available or practicable control technologies available for the User's specific circumstances.
  - V. A detailed facility layout and site diagram showing points of entry into the (POTWs).
  - VI. A description of the waste handling, treatment and discharge disposal facilities, including flow diagrams and process schematics.
  - VII. A description of operating and maintenance processes and procedures.
  - VIII. An inventory of raw materials and a list of waste sources, including a list of all chemicals used or stored at the facility.
  - IX. A description of employee training programs, policies and procedures; continuing education programs; and participation.
  - X. A description of the User's documentation, including record keeping and forms.
  - XI. A description of monitoring activities.
  - XII. An information log of facility personnel, organization chart, emergency phone numbers, contact persons and maintenance or service representatives.
  - XIII. A Certification by a qualified professional that the plan is adequate to prevent spills, leaks, slug loads, or non-customary discharges of regulated substances, directly or indirectly, to the POTW.
  - XIV. Such other information, documents or diagrams as required by the Director, including, but not limited to, any of the information required under this Ordinance, the Act, or State Law.

- c. The BMPs or BMPP required of a User or approved for a User shall be incorporated in a User Permit issued to the User. If the User already has a User Permit, the existing permit shall be modified to incorporate the BMP requirements. If the User does not currently have a User Permit, a permit shall be issued for that purpose.
- d. The Director may require revisions to a User's BMPP if the Director determines that the Plan contains elements that are inadequate, or as otherwise determined necessary by the Director to ensure compliance with applicable requirements of this Ordinance, the Act or State Law. Review of a BMPP by the Director shall not relieve the User from the responsibility to modify its facility as necessary to comply with this Ordinance, the Act or State Law.
- e. The User reports to the Director must include Best Management Practices compliance information. The User reports must be certified and signed by the User's authorized representative.
- f. The User shall retain all documentation associated with Best Management Practices for a period of at least three years from the date of an activity associated with the practices. This period may be extended by the Ypsilanti Community Utilities Authority at any time.

**Section 169-132. Sampling, measurements, tests and analyses.**

Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 (March 26, 2007). Where 40 CFR part 136 (March 26, 2007) does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by YCUA or Superior Township or other parties, approved by the EPA.

**Section 169-133. Surcharge for discharges of unusual strength.**

- (1) If the character of the wastewater from any manufacturing or industrial plant or any other building or premises exceeds the limits for compatible pollutants established in Section 169-131 or shall be such as to impose any unreasonable burden upon the sewers of the system or upon the sewage works or POTW in excess of a maximum limit prescribed in this Ordinance, then an additional charge shall be made over and above the regular rates, or the Director shall require that such sewage be treated by the person, firm or corporation responsible for the sewage being emptied into the sewer or the right to empty such sewage shall be denied, if necessary, to protect the system or any part thereof. Surcharges required shall be computed as the weight of excess compatible pollutant in pounds multiplied by the cost per pound specified in the applicable Township rate ordinance. The strength of such wastes shall be determined by composite samples taken over a sufficient period of time to insure a representative sample. The cost of sampling and testing shall be borne by the industry or establishment, whether owner or lessee. Tests shall be made by the User, at an independent laboratory, or at the YCUA wastewater treatment plant.
- (2) Any wastewater discharged into the sewage works having a compatible pollutant in excess of those prescribed in section 169-131 may be permitted by the Director provided payment by the industrial concern for the full cost of treating such excess constituents in the wastewater is made and acceptance of the waste does not cause violation of EPA guidelines, NPDES requirements, the Act or State Act.

**Section 169-134. Special agreements authorized.**

With respect to compatible pollutants only, no statement contained in this Ordinance shall be construed as preventing any agreement between the Director and any industrial concern whereby an industrial waste of unusual strength or character may be accepted, subject to payment therefore by the industrial concern, provided such agreement shall not violate EPA guidelines or NPDES requirements and provided User charges and surcharges as provided in this Ordinance are agreed to in the agreement.

**Section 169-135. Dilution of discharge.**

No User shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national categorical pretreatment standards, alternative discharge limits, or in any other pollutant-specific limitation developed by the YCUA or Superior Township or the State.

**Section 169-136. Accidental discharges.**

- (1) Where required, a User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Ordinance, the Act or State Act. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or User's' own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Director for review, and shall be approved by the Director before construction of the facility. All required Users shall complete such a program within 90 days of notification by the Director. If required by the Director a User who commences contribution to the sewage works after the effective date of the ordinance from which this Ordinance derives shall not be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Director. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the User's' facility as necessary to meet the requirements of this Ordinance, the Act or State Act. In the case of any discharge, whether accidental or not, that could cause problems to the YCUA, the WWTP or POTW, including any slug loadings by the User, it is the responsibility of the User to immediately telephone and notify the YCUA of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.
- (2) Within five days following any discharge, whether accidental or not, that could cause problems to the YCUA or Superior Township, the WWTP or POTW, including any slug loadings by the User, the User shall submit to the Director a detailed written report describing the cause of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the sewage works or POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Ordinance, the Act or State Act, or other applicable law. Failure to file a report shall be a separate violation of this Ordinance.
- (3) Slug Control Plan
  - (a). Each Significant Industrial User shall prepare and implement an individualized slug control plan when in the opinion of the Director a slug control is required. Existing Significant Industrial Users that do not have a YCUA approved slug control plan shall provide an approvable slug control plan to the Director within ninety (90) days of being notified by YCUA that a slug control plan is required. New sources that are Significant Industrial Users shall submit a slug control plan to the Director for approval before beginning to discharge. Upon written notice from the Director, Users that are not Significant Industrial Users may also be required to prepare and implement a slug control plan, and the plan shall be submitted to the Director for approval as specified in the notice. Slug control requirements must be included in the SIU Control Mechanism (Industrial User's Permit).

- (b) All slug control plans shall contain at least the following elements:
  - I. A description of discharge practices, including non-routine batch discharges;
  - II. A description of stored chemicals;
  - III. The procedures for immediately notifying the Director of slug discharges, including any discharge that would violate any discharge prohibition, limitation or requirement under this Ordinance, and procedures for follow-up written notification within five (5) days of the discharge;
  - IV. The procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.
- (c) If a User has submitted to the Director plans or documents pursuant to other requirements of local, state or federal laws and regulations which meet all applicable requirements of the Ordinance, the Director may in its discretion determine that the User has satisfied the slug plan submission requirements of this section.
- (d) Significant Industrial Users must immediately notify the Director of any changes at their facilities affecting their slug control plan or spill/slug potential.

(4) Secondary Containment Requirements

- (a) Each User when in the opinion of the Director is required must provide and maintain at the User's sole expense secondary spill containment structures (including diking, curbing or other appropriate structures) adequate to protect all floor drains from accidental spills and discharges to the POTW of any pollutants or discharges regulated by this ordinance, the Act or State Law.
  - I. The containment area shall be constructed so that no liquid polluting material can escape from the area by gravity through the building sewers, drains, or otherwise directly or indirectly into the POTW .
  - II. The containment or curbing shall be sufficient to hold not less than ten (10) percent of the total volume of the tanks or containers within the secondary containment structure or provide a capacity of one hundred (100) percent of the largest single tank or container within the secondary containment structure, whichever is larger, unless a lesser containment area or alternate control measures are approved in advance by the Director.

- III. The containment structure must accommodate “squirt distance”. Containers within the containment structure must be able to be placed sufficiently back from the edge of the structure so if punctured, the resulting leak will be contained.
  - IV. The containment structure must be designed or operated to prevent run-on or infiltration, rain or other liquids into the secondary containment system unless the containment system has sufficient excess capacity to contain run-on, infiltration, rain, or other liquids. Excess capacity when such prevention is not provided in the system must be sufficient to contain rain precipitation from a 25-year, 24-hour rainfall event.
  - V. The containment structure shall be constructed with chemical-resistant water stops in place at all joints (if any) to be free of cracks or gaps.
  - VI. The containment structure shall be designed and installed to completely surround the tank or containers and to cover all surrounding earth likely to come into contact with the waste if released from the tank(s) or containers (i.e., capable of preventing lateral as well as vertical migration of the material).
  - VII. All floor drains found within the containment area must be plugged and sealed.
- (b) Spill troughs and sumps within process areas must discharge to appropriate pretreatment tanks.
  - (c) Emergency containment shall also be provided for storage tanks that may be serviced by commercial haulers and for chemical storage areas.
  - (d) Solid pollutants shall be located in security areas designed to prevent the loss of the materials to the POTW .
  - (e) Detailed plans showing facilities and operating procedures to provide the protection required by this Ordinance shall be submitted to the Director for review, and shall be approved by the Director before construction. Construction of approved containment for existing sources shall be completed within the time period specified by the Director.
  - (f) No new source shall be permitted to discharge to the POTW until emergency containment facilities have been approved and constructed as required by this Ordinance.
  - (g) The Director may order a User to take interim measures for emergency containment as determined necessary by the Director under the circumstances.

**Section 169-137. Determination of sewage flow.**

To determine the sewage flow from any establishment, the YCUA or Superior Township may use one of the following methods:

- (1) The amount of water supplied to the premises by the public water system as shown upon the water meter if the premises are metered.
- (2) If the premises are supplied with river water or water from private wells, the amount of water supplied from such sources may be metered at the source or metered at its point of discharge prior to entry into the public sewer.
- (3) If such premises are used for an industrial or commercial purpose of such a nature that the water supplied to the premises cannot be entirely discharged into the sewer system, the estimate of the amount of sewage discharged into the sewer system made by the utilities authority from the water, gas or electric supply, or metered at its point of discharge prior to entry into the public sewer.
- (4) The volume of sewage discharged into the sewer system as determined by measurements and samples taken at a manhole installed by the owner of the property served by the sewer system at his own expense in accordance with the terms and conditions of the permit issued by the YCUA or Superior Township pursuant to this Ordinance.
- (5) A figure determined by the YCUA or Superior Township by any combination of the foregoing or by any other equitable method.

**Section 169-138. Disposal at sewage treatment plant.**

Waste from industrial sewage disposal systems shall be disposed of at the sewage treatment plant or at any other refuse or disposal site approved by the Director. No waters or wastes described in section 169-129 shall be disposed of at the sewage treatment plant.

**Section 169-139. Bypass.**

- (1) An Industrial User may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to ensure efficient operation. If an Industrial User knows in advance of the need for bypass, it shall submit prior notice to the Director, if possible at least ten days before the date of the bypass. An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the Director within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within five days of the time the Industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
- (2) Bypass is prohibited, and the Director may take enforcement action against an Industrial User for bypass, unless:
  - (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

- (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
- (c) The Industrial User submitted notice as required under this section. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in this subsection (b).

**Section 169-140. Report of violation.**

If the results of any sampling performed by the User indicates that any violation of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act has occurred, the User shall notify the YCUA or Superior Township within 24 hours of becoming aware of the violation and shall repeat the sampling and pollutant analysis and shall submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the violation. A written follow up report shall be filed by the User with the YCUA or Superior Township within thirty (30) days of a User becoming aware of the violation. The report shall specify the following:

- (1) A description of the violation, the cause thereof, and the violation's impact on the User's compliance status.
- (2) Duration of the violation, including exact dates and times of the violation, and if not corrected, the anticipated time the violation is expected to continue.
- (3) All steps taken or intended to be taken to reduce, eliminate and prevent reoccurrence of such a violation.

**Section 169-141. Notification of authorities upon discharge of hazardous waste.**

All Industrial Users shall notify the YCUA or Superior Township, the EPA regional waste management division Director and the DNRE in writing of any discharge to the YCUA or Superior Township of a substance that would be a regulated hazardous waste under any federal statute if disposed of otherwise. Such notice shall be given in accordance with CFR 403.12(p).

**Sections 169-142 - 150. Reserved.**

## **DIVISION 5. PRIVATE SEWAGE DISPOSAL**

### **Section 169-151 Prohibited generally.**

The Township board has previously found, and currently reaffirms, that the use of septic tanks, privies, privy vaults, cesspools, or similar private sewage disposal facilities in the urban service area sewer district as delineated in the Growth Management Plan of Superior Charter Township, is deleterious to the health, safety and welfare of the businesses, industries, governmental and charitable agencies, and residents of the Township. No person shall construct or maintain any septic tank, privy, vault, cesspool or other facility intended or used for the ultimate disposal of sewage except as provided in Section 152 of this Ordinance.

### **Section 169-152. Exceptions.**

Where a public sanitary sewer is not available under the provisions of Section 105, the building sewer shall be connected to an individual private on-site septic tank and drainfield complying with the provisions of this division and the Washtenaw County Environmental Health Department, or a private community on-site sewer system as allowed by Ordinance 166 (Private Community Waste Water Systems) and complying with the Washtenaw County Environmental Health Department.

### **Section 169-153. Permit required for construction; inspection; specifications.**

(a) Before commencement of construction of a private on-site septic tank and drainfield, the owner shall first obtain a written permit by the Plumbing Inspector. The application for such a permit shall be made on a form furnished by the Township and shall include Code specifications or other information as may be deemed necessary by the Code Enforcement Department. A Permit and inspection fee shall be paid to the Township Treasurer at the time the application is filed.

(b) A permit for a private septic tank and drainfield shall not become effective until the installation is completed to the satisfaction of the Plumbing Inspector. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Plumbing Inspector when the work is ready for the final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the Plumbing Inspector.

(c) The type, capacities, location, and layout of a private septic tank and drainfield shall comply with all recommendations of the county health department. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 10,000 square feet. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet.

### **Section 169-154. Operation and maintenance facilities.**

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the Township, YCUA or Superior Township, or Ann Arbor.

**Section 169-155. Public sewer availability.**

(a) At such time as a public sewer becomes available to a property served by a private septic tank and drainfield, as provided in Section 105, a direct connection may be made to the public sewer in compliance with this article and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

(b) When a public sewer becomes available, the building sewer may be required to connect to such sewer within 90 days, and the private septic tank shall be cleaned of sludge and filled with clean bank run gravel or dirt.

**Sections 169-156 – 285 Reserved.**

**ARTICLE IV. RATES FEES, CHARGES AND BILLING PROCEDURE**

**Section 169-286. Definitions.**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Bonds* means, at any time, bonds issued by or on behalf of the Township for the purpose of financing improvements to the System and outstanding, secured by or payable from the net revenues of the System.

*Bond and Interest Redemption Account* means the account within the System Fund established on the books and accounts of the Township on behalf of the system from which the Township shall pay principal and interest on all bonds of the Township secured by a lien on the net revenues of the System

*Bond Reserve Account* means the separate account in the Bond and Interest Redemption Account required to be established and maintained by the township on behalf of the System in accordance with the terms of any bonds issued by the Township and secured by the net revenues of the System.

*Capital expenses* include (1) normal annual replacement of existing System facilities, (2) normal annual extensions and improvements to the System, and (3) major capital replacements and improvements to the System.

*Capital Reserves Account* means the account within the System Fund established on the books and accounts of the Township on behalf of the System from which the Township shall pay the costs of making repairs, replacements, improvements or enlargements to the System.

*Commodity charge* means the consumption charge described in Section 54-295 of the Code of Ordinances.

*Connection Fee* means the access fee charged to premises seeking access to the System, as described in Section 295 of this Ordinance.

*Coverage requirement* means the promise to bondholders to maintain net revenues at annual amounts at a percentage of debt service greater than 100%.

*Debt service* means the principal and interest payments on any outstanding bonds of the System, including mandatory redemption requirements, mandatory deposits into the Bond Reserve Account, if any, plus the amount necessary to meet any coverage requirements then in effect.

*Department* means the Charter Township of Superior Utility Department.

*Operation and Maintenance Account* means the account within the System Fund established by the Township on behalf of the System for purposes of paying the expenses of administration and operation of the System and current expenses for the maintenance of the System.

*Rates* means the charges, fees, rentals and rates which may be fixed and imposed for the services, facilities and commodities furnished by the System.

*Receiving Account* means the account within the System Fund established on the books and accounts of the Township on behalf of the System into which all revenues of the System shall be deposited.

*Replacement* means the obtaining and installing of any equipment, accessories and appurtenances which are necessary during the service life of the System to maintain the capacity and performance to which such System was designed and constructed and to preserve its financial integrity.

*Reserve amount* means the amount required to be held in the Bond Reserve Account in accordance with any ordinances pertaining to outstanding bonds secured by or payable from the net revenues of the System.

*System* means the complete water supply and sewage disposal system of the Township, including all water mains and laterals, water treatment facilities, wells, pumps, and all plants, works, instrumentalities and properties used or useful in obtaining a water supply, treating and distributing the same for domestic, commercial, industrial, institutional and/or fire protection purposes, and all pumps, pumphouses, sewage treatment facilities, sewers, life stations, and all other facilities used or useful in the collection, treatment and disposal of domestic, commercial, industrial or institutional wastes, and all other appurtenances to the System, including all easements, rights and land for such easements and rights, and including all extensions and improvements thereto which may be acquired or constructed on behalf of current and future users of the System.

*System Fund* means the enterprise fund established on the books and accounts of the Township on behalf of the System, as described in Section 289 of this Ordinance.

**Section 169-287. Combined system.**

It is hereby determined that the existing water supply and sewage disposal system of the Township, also known as the "Utilities System," shall continue to be operated as a combined system under the terms of Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seq., MSA 5.2731 et seq.) as amended.

**Section 169-288. Management system.**

The construction, alteration, repair and management of the system shall be under the supervision and control of the Township Board, which may employ such persons in capacities as it deems advisable to carry on the efficient management and operation of the system, and may make such rules, orders and regulations as it deems advisable and necessary to ensure the efficient management and operation of the system.

**Section 169-289. Records and Accounts.**

- (a) *Records and accounts.* The Township shall maintain a System Fund and all accounts and funds of the System as an enterprise fund upon the books and accounts of the Township. The System Fund shall be used to account for the operation and maintenance of the System, the construction and acquisition of additions and improvements to the System, and contributions towards the payment of principal of and interest on general obligation bonds issued by or on behalf of the Township to facilitate the financing of projects undertaken by the System. The Township shall cause an annual audit of such books and records and accounts of the preceding operating year to be made by a recognized independent certified public accountant and will make such audit available to the public upon proper request.
- (b) *Establishment and maintenance of separate funds and accounts within the System Fund.* The Township shall establish and shall maintain and use the following funds and accounts within the System Fund:
  - (1) *Receiving Account.* All revenues of the System shall be credited initially to the Receiving Account, and shall be transferred or debited from the Receiving Account periodically in the manner and at the times and in the order of priority described in this Section.
  - (2) *Operation and Maintenance Account.* Out of the revenues credited to the Receiving Account, at least monthly there shall first be set aside in, or credited to, the Operating and Maintenance Account, an amount sufficient to provide for the payment of the next month's expenses of operation and administration of the System and such current expenses for the maintenance of the System as may be necessary to preserve the System in good repair and working order.



# Memorandum

**To:** Superior Township Board of Trustees  
**From:** Rick Church  
**Date:** November 10, 2010  
**Re:** Resolution Establishing an Affidavit of Property Owner

Attached for Board approval is a Resolution Establishing an Affidavit of Property Owner that addresses Section 169-297 (d) of Ordinance 169. Per the Ordinance, homeowners/landlords are ultimately responsible for bills for water and sewer services for their property. This Section of the Ordinance provides a means for landlords to make their tenants responsible for these types of bills. The Affidavit (Attachment A) is part of the requirement for making this change in responsibility.

/attachments

SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
November 15, 2010

Resolution Establishing an Affidavit of Property Owner Making a Tenant Responsible  
for Bills Issued by the Township's Utility Department for Water and Sewer Services

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 15th of November, 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS, Township Ordinance No. 169, Section 169-297(d), provides a means for Landlords/Homeowners to make their tenants responsible for bills for water and sewer services, and

WHEREAS, this Board finds an Affidavit of Property Owner is necessary to support the procedure for a landlord to make their tenant responsible for bills for water and sewer services;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board does hereby approve the Affidavit of Property Owner as set forth as Attachment A for use by the Superior Township Utility Department.

CERTIFICATION

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on November 15, 2010.

\_\_\_\_\_  
David Phillips, Township Clerk

Date Certified

**ATTACHMENT A**

**AFFIDAVIT OF PROPERTY OWNER**

\_\_\_\_\_ (property owner), being sworn, says:

1. My name is \_\_\_\_\_. I am the owner of the premises known as \_\_\_\_\_.
2. The premises are leased to \_\_\_\_\_.
3. The lease requires the tenant to pay the water and sewer charges for the premises and provides that the landlord is not responsible for the water and sewer charges.
4. The lease begins on \_\_\_\_\_ and ends on \_\_\_\_\_.
5. I agree to provide the Superior Charter Township with 20 days notice of any cancellation, change in, or termination of the lease.
6. I request that the Superior Charter Township Utilities Department remove my name from the account as the responsible party and suspend water and sewer service to the premises unless the above tenant initiates service in his/her name.
7. I understand that the disconnection of utilities without the tenant's consent or other lawful authority may expose me to civil liability to the tenant pursuant to Michigan Compiled Laws § 600.2918 and, in consideration of Superior Charter Township complying with my instructions to disconnect water service at the above address, I hereby agree to hold harmless and indemnify Superior Charter Township, its departments, employees, agents, contractors, affiliates and attorneys (collectively, "Township Agents") from any and all demands, actions, causes of action or rights, including damages, which may hereafter be asserted by any person or entity with respect to the disconnection of water service at the above address, including expenses,

attorneys' fees, and damages resulting from any such demands, actions, causes of action or rights asserted as a result of any activities by Superior Charter Township or Township Agents in acting in pursuit of this request.

8. A copy of the Lease is attached to this affidavit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone #

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Signed and sworn to before me in \_\_\_\_\_ County, \_\_\_\_\_, on \_\_\_\_\_.

Notary public, State of \_\_\_\_\_, County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**SUPERIOR CHARTER TOWNSHIP BOARD  
RESOLUTION  
October 18, 2010**

**A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE  
WASHTENAW COUNTY PARKS AND RECREATION COMMISSION'S  
*CONNECING COMMUNITIES INITIATIVE* FOR A PROPOSECT ROAD NON-  
MOTORIZED TRAIL CONNECTION**

WHEREAS, Superior Charter Township has been a leader in Washtenaw County for non-motorized trail installation; and

WHEREAS, non-motorized trails have proven to be a vital method of promoting healthy life styles; and

WHEREAS, the existing non-motorized trails are used extensively by Superior Township residents and non-residents; and

WHEREAS, Superior Charter Township has had several successful partnerships with the Washtenaw County Parks and Recreation Commission regarding new trail installation; and

WHEREAS, the Washtenaw County Parks and Recreation Commission's *Connecting Communities Initiative* was established to partner with local communities to build trails that connect to the County's Border to Border Trail; and

WHEREAS, installing a non-motorized trail along a portion of Prospect Road would add a connection to the Border-to-Border Trail,

NOW THEREFORE BE IT RESOLVED that the Superior Charter Township Board of Trustees authorizes the administrative staff to apply for a grant from Washtenaw County Parks and Recreation Commission's *Connecting Communities Initiative* for trail installation on Prospect Road from the existing trail at Clark Road to Berkshire Street; and

BE IT FURTHER RESOLVED that the grant shall be allocated over a two-year funding cycle for total construction costs; and

BE IT FURTHER RESOLVED that Superior Charter Township use OHM for grant application assistance at a cost not to exceed \$2,000; and

BE IT FURTHER RESOLVED that after notification of grant approval, the Board of Trustees shall be presented with the opportunity to approve the trail design and to approve the contract with Washtenaw County Parks and Recreation Commission for the installation of the trail.



## ***Washtenaw County Parks and Recreation Commission***

---

October 19, 2010

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

### **Connecting Communities Initiative**

Dear Mr. Phillips:

In order to promote the development of a County-wide trails network, in 2009 the Washtenaw County Parks and Recreation Commission (WCPARC) established the *Connecting Communities Initiative*. Through this program WCPARC is partnering with local communities to build trails that connect to our Border to Border Trail (B2B) and/or link County residents to community resources (parks, historic sites, places of employment, schools, shopping areas, etc.) and to each other. Our first year of the program (2010) was a huge success as we were able to award a total of \$600,000 to four exciting trail projects around the County.

Enclosed with this letter is a description of the program, selection criteria, and an application form for potential 2011 projects. WCPARC intends to provide another \$600,000 in 2011 and three subsequent years (\$3 million total over five years) to assist communities to construct non-motorized trails in Washtenaw County. Applications for 2011 projects must be received no later than December 31, 2010. WCPARC staff and the Greenway Advisory Committee will review applications received and make recommendations to the Commission. The Commission intends to make final decisions regarding project approval and funding at its March 2011 meeting.

If you have any questions please contact Coy Vaughn, Superintendent of Park Planning at (734) 971.6337 x 320 or [vaughnc@ewashtenaw.org](mailto:vaughnc@ewashtenaw.org)

We look forward to working with you to build a more comprehensive trail network in Washtenaw County. Thanks for your cooperation.

Sincerely,

Washtenaw County  
Parks and Recreation Commission

Enclosures



## Connecting Communities Program Description

The Washtenaw County Parks and Recreation Commission is committed to the continued development of non-motorized trails throughout the County. The Commission has made significant investments in non-motorized trails during the last 10 years. Continuing that commitment, at the May 14, 2009 meeting the Commission authorized the **Connecting Communities Initiative**. Through this new program, WCPARC has pledged to make available up to \$600,000 each year during the 2010 – 2014 period (\$3 million in total) toward the cost of eligible trail projects.

The Connecting Communities Initiative will allow WCPARC to maximize its resources and assist communities with local trail projects that are consistent with the county-wide vision and aligned with WCPARC goals. The intent of the initiative is to work in partnership with local communities and other organizations, providing funds to supplement those provided or obtained by the partner organization. Funding will be available only for construction, not for planning or design development. Eligible projects will be those that accomplish the Commission's primary objective of providing valuable, non-motorized connections between communities and activity centers – offering a healthy alternative for recreation, transportation, fitness and energy conservation.

Application Process and Timing – Applications for Connecting Communities funding will be reviewed once per year. Project applications will be due by December 31st each year with funding decisions made at the WCPARC meeting in March of the next year (approximately 10 weeks later). The awarded funds will not be made available to the applicant until a contract for project construction has been executed.

Staff will review the application forms and present the projects to the Greenways Advisory Committee (GAC). With input from GAC, staff will prioritize the applications and make recommendations to WCPARC for final approval.

Project Eligibility – Funding will be authorized only for projects that meet the following specific eligibility requirements. Projects generally considered eligible for Connecting Communities funding:

- important links between communities, parks, or other points of interest.
- highway, river, railroad and other barrier crossings (grade separation structures)
- trail development within utility corridors
- trails adjacent to waterways
- park trails that connect with the county system
- abandoned railroad corridor preservation and development
- on-road bike lanes and shoulder improvements providing important links
- key property acquisitions (easement or title)
- major multi-jurisdictional project
- locally cost prohibitive project of regional or county wide significance

Projects generally not considered eligible for county assistance:

- trails within existing local parks
- replacement or restriping of existing trails/trail facilities
- limited use hiking or nature trails (non hard surfaced)
- trails related to building structures and parking lots
- planning, preliminary engineering, and land surveys
- streetscape improvements or sidewalks
- site furnishings (lighting, benches, bike racks, etc.)
- street crossing improvements
- utility relocations
- fencing, buffers and barriers
- trails maintenance equipment
- surveys and public participation programs
- local signage or traffic controls
- publications and marketing

Review Criteria – Applicants must document a compelling need for the project and its value to county residents. WCPARC has greatest interest in supporting projects with *County-wide Significance*. In reviewing project applications, the following review criteria will be applied to select projects that:

- are components of the existing or planned county greenway network (as shown on an existing county planning or parks map).
- link or have high potential to connect significant destinations or existing trails. Highest priority will be given to projects that connect to a WCPARC park or facility.
- directly relate to the county's important natural features, i.e., Huron River, River Raisin, Saline River, etc. NOTE: The Huron River Corridor has been identified as WCPARC's highest priority.
- involve partnerships of two or more adjacent communities or other entity (such as schools or Washtenaw County Road Commission)
- have a high use potential
- provide a wide range of functions (recreation, transportation, education/interpretation, conservation, water quality, tourism/economic)

Secondary rating criteria (applied to high ranking projects)

1. project quality
2. site suitability
3. land availability or encumbrances
4. probability of funding from outside groups or agencies
5. special considerations (community need, visibility, geographical balance, development intensity, safety, etc.)

WCPARC reserves the right to modify these criteria whenever it feels the interest of the County will be so served.

# Connecting Communities



Promoting Non-Motorized Trail Development In Washtenaw County

Non-motorized trails represent an important opportunity for recreation and offer a sustainable transportation alternative. Over the past ten years, the Washtenaw County Parks and Recreation Commission has made significant investments in non-motorized trails. Continuing this commitment, the Commission has established a new Initiative—**Connecting Communities**—to help other County communities and organizations accomplish their own non-motorized trail projects.



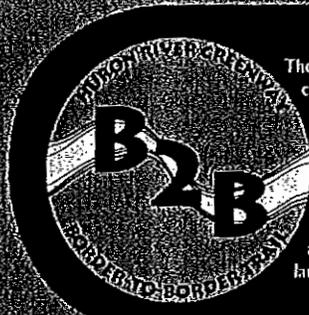
This section of trail was cooperatively funded by the Washtenaw County Parks & Recreation Commission

To learn more about the County Greenways Initiative, visit us at [parks.ewashtenaw.org](http://parks.ewashtenaw.org)

## Program Details

- \$600,000 available each year during the 2010 thru 2014 period (\$3 million in total)
- Funding for construction of projects only
- Eligible projects will be those that provide valuable, non-motorized connections between communities and activity centers

For details regarding application procedures and deadlines, please contact WCPARC at [parks@ewashtenaw.org](mailto:parks@ewashtenaw.org) or 734-971-6337. Visit our website at [parks.ewashtenaw.org](http://parks.ewashtenaw.org)



The most visible example of the Commission's commitment to non-motorized trails has been its involvement in the development of the Border to Border (B2B) Trail. In essence, the trail parallels the Huron River—the county's most significant natural resource. Once completed, the B2B will connect three of the largest communities within the county and serve as the foundation of a larger, county-wide network.

# Prospect Rd Non-Motorized Trail Extension

Clark Road to Berkshire  
Charter Township of Superior  
Opinion of Probable Cost

OHM JOB NO. 0140-10-0011

November 8, 2010

# OHM

Engineering Advisors

Assumptions made for this opinion are as follows:

- 1 Trail extends from the Utility Dept. Admin. Bldg. and continues along the east side of Prospect Rd. to Berkshire Rd.
- 2 The trail length is approximately 3,000 feet long and will consist of 3-inches of HMA on 6-inches of aggregate base.
- 3 Subgrade undercutting is assumed to occur for 10% of the length
- 4 Tree removal assumed to occur at intervals of 1 tree / 40' of pathway.
- 5 Soil borings will be necessary, and have only been estimated at this time- no scope for this work has been procured.
- 6 Utility poles, other permanent structures, and large trees will be avoided by realigning the pathway around the obstacle.
- 7 The trail will generally be located 1-foot inside the east right of way line of Prospect Rd.
- 8 ROW or easement acquisition costs have not been included.

Item	Unit Description	Est. Quantity	Unit	Unit Price	Amount
1	Tree Removal/Replacement	75	Ea	\$ 500.00	\$ 37,500.00
2	Remove and Replace Concrete Curb and Gutter	120	Ft	\$ 18.00	\$ 2,160.00
3	Soil Erosion and Sedimentation Control	1	Ls	\$ 5,000.00	\$ 5,000.00
4	Station Grading	30	Sta	\$ 1,200.00	\$ 36,000.00
5	Subgrade Undercutting	110	Cyd	\$ 30.00	\$ 3,300.00
6	Aggregate Base Course, 21AA, 6-inch	3500	Syd	\$ 8.00	\$ 28,000.00
7	8' HMA Pathway, 3"	462	Ton	\$ 65.00	\$ 30,030.00
8	Concrete Sidewalk w/ ADA Ramp	800	Sft	\$ 12.00	\$ 9,600.00
9	Boardwalk, Wood	270	Ft	\$ 350.00	\$ 94,500.00
10	Timber Piles (69 piles x 8 feet)	550	Ft	\$ 45.00	\$ 24,750.00
11	Restoration	3500	Syd	\$ 3.00	\$ 10,500.00
12	Pavement Markings & Signage	1	LS	\$ 2,000.00	\$ 2,000.00
13	Misc. Traffic Control	1	Ls	\$ 3,000.00	\$ 3,000.00
14	Audio/Video Route Survey	1	LS	\$ 2,500.00	\$ 2,500.00
15	Mobilization, 5% max.	1	Ls	\$ 14,400.00	\$ 14,400.00

Estimated Construction Cost:	\$ 264,000.00
15% Construction Contingency:	\$ 39,600.00
Total Estimated Project Construction Cost:	\$ 304,000.00

WCPARC Connecting Communities Application:	\$ 2,000.00
Engineering Design (10%):	\$ 31,000.00
Construction Engineering (15%):	\$ 46,000.00
Materials Testing (3%):	\$ 9,120.00

Estimated Total Project Cost: \$ 393,000.00

TO: SUPERIOR TOWNSHIP BOARD OF TRUSTEES  
FROM: SUSAN MUMM  
DATE: 11/15/10  
RE: RENEWAL OF DELTA DENTAL CONTRACT

We have received a quote from Delta Dental. It is a slight **decrease** because they are moving us to something called a Passive PPO Point-of-Service program. Our agent from Hylant Group says this change would not affect us at all, but helps Delta cut costs by expanding the number of participating doctors. We would also be changing our renewal date to be March 1<sup>st</sup> instead of January 1<sup>st</sup> to match our Priority Health contract year.

So the new contact would go from 1/1/11-2/28/12.

**Old Rates**

Single \$42.64	Couple \$79.31	Family \$138.10
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**New Rates:**

Single \$41.74	Couple \$77.66	Family \$ 135.41
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**2.2% Decrease**

**2.1% Decrease**

**1.9% decrease**

I recommend we accept this fourteen month contract.



Re: Superior Township #3510-0001

Dear Susan,

Please be advised that the Passive PPO Point-of-Service going into effect 1/1/2011 will have no negative effect on the group's current dental coverage. Delta is simply adding another network to your current policy that will help reduce out-of-pocket expenses if a PPO dentist is utilized. Those who are currently going to a Premier dentist will not be affected.

Please let me know if you have any questions.

Regards,

Jason Roys

Delta Dental of Michigan

**KOHLER<sup>®</sup>**  
**GENERATORS**  
(AUTHORIZED DISTRIBUTOR)

# **GENPOWER<sup>®</sup>**

P R O D U C T S • I N C

29905 Anthony Dr.  
Wixom, Michigan 48393  
Phone: (248) 624-7230 • Fax: (248) 926-4365

## **INSPECTION AGREEMENT**

### **Customer Responsibility**

The customer or customer's authorized agent shall maintain a service procedure as outlined in the attached Appendix A. These procedures should be followed to help minimize possible emergency service needs and assure minimum maintenance costs. A record of these maintenance procedures should be maintained for reference.

### **Servicing Agent Responsibility**

Insofar as practical, the Servicing Agent shall maintain a complete service history and necessary drawings and service procedure data for reference in service of the equipment. It is agreed that the agreement covers only those items as outlined and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

The Servicing Agent agrees to maintain a representative stock of replacement parts and a competent factory-trained service organization. The Servicing Agent shall not be responsible for: failure to render the service due to causes beyond its control including strikes, labor disputes, acts of God, etc., or any consequential damages.

After each inspection, the customer will be furnished a written report detailing any conditions found and advising further service required, if any, to assure operating dependability of the equipment under contract.

While periodic service and maintenance should result in maximum availability of generating equipment, the Servicing Agent makes no warranties or guarantees as to availability, loss or use of equipment covered under this contract.

This agreement is not subject to alteration except as mutually agreed in writing. It may be terminated at any time by either party upon thirty days' written notice, or other notice as required by law addressed to the last known address of the other party, and no claim for damages on account of such termination shall arise against either party.

### **Emergency Service**

Emergency service between scheduled service dates will be provided at rates in effect at time of service for labor, parts and travel time (less 10% discount on parts). Travel rates shall only apply for travel to locations accessible by public roads. Lodging and miscellaneous expenses shall be billed at cost plus a handling fee.

### **Service Charges**

No services or materials are under this contract unless specifically referred to herein. Replacement parts will be billed at prices prevailing at time of use. It is agreed that the Servicing Agent will supply Labor, and Test Equipment, as necessary to perform the above indicated Preventative Maintenance.

### **Taxes**

Prices do not include federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, the Servicing Agent will bill them to the customer as a separate item. In lieu of such taxes, the customer shall provide with each order, a tax exemption certificate, acceptable to the proper taxing authorities.

Services are to be performed per equipment manufacturer's applicable instruction manuals.

- Inspect, lube oil and filter
- Inspect fuel filter
- Inspect engine tune-up
- Inspect air cleaner
- Check coolant level and fill
- Test anti-freeze and adj.
- Inspect cooling system hoses
- Inspect belts
- Check engine heater operation
- Check generator set for fuel, oil, coolant leaks
- Check air intakes and outlets
- Drain exhaust line
- Inspect silencer
- Check battery charger operation and charge rate
- Check battery electrolyte levels and specific gravity
- Emergency system operation with load transfer
- Emergency system operation without load transfer
- Frequency check/gov. adj.
- Check transfer switch and accessory operation
- Check engine alternator charge rate
- Check engine and generator, guage and indicator operation
- Check generetor set controller operation including shutdown functions and emergency stop
- Check generator output voltage and adjust as necessary
- Load bank test (optional)
- 2 visits per year with 1 oil and filter change
- 
- 2 Hour load bank test
- 

Upon acceptance of this agreement, the Servicing Agent will perform the specified services on described equipment, at intervals specified.

**Customer:**

Superior Twp. Town Hall (SUPE03)  
 3040 North Prospect  
 Ypsilanti, MI 48198  
 ATTN: William McFarlane  
 PHONE: (734) 482-6099 FAX: (734) 482-3842  
 E-MAIL: Williammcfarlane@superior-twp.org;

**Bill To:**

Superior Township  
 3040 N. Prospect  
 Ypsilanti, MI 48198  
 ATTN: William McFarlane

New Agreement becomes effective the first month following receipt of payment and remains in effect for a period of one year

Renewal Date effective 2/1/2011 thru 1/31/2012

**Generator Set(s)**

Mfr. Onan Model GGHH-5003289 kW 100 kVA 125 Phase 3  
 Volts 208 Amps 347  
 Serial No. J010298196 Spec. No.  
 Engine Make Ford Model WSG1068IT-6005A Fuel Natural Gas  
 Cooling System Liquid  
 Indoor  Outdoor

**Transfer Switch**

Mfr. Onan Part No. OTPCD-4965188 S/N H010276125 Location

**ACCEPTED**

**ACCEPTED**

Customer  
 By  
 Date

Customer Gen Power Products, Inc.  
 By Marie Conroy  
 Date 11/5/2010

This proposal may be withdrawn by the servicing agent if not accepted within 30 days.

FOR YOUR CONVENIENCE PLEASE ENCLOSE YOUR CHECK WITH THE SIGNED AGREEMENT.

Agreement rate \$950.00 per year subject to yearly review

AGREEMENT MUST BE PAID IN FULL PRIOR TO FIRST INSPECTION. AGREEMENT PRICE IS NON-REFUNDABLE.

Notes

**APPENDIX A**

Perform routine maintenance checks in accordance with the equipment manufacturer's applicable instruction manuals

## BOARD APPOINTMENTS

### RECOMMENDED APPOINTMENTS

Planning Commission	Jay Gardner, 2/28/11 to 2/28/14 David Guenther, 2/28/11 to 2/28/14
Zoning Board of Appeals	Avery Henningburg, 12/31/10 to 12/31/13 John Rintamaki, 12/31/10 to 12/31/13 Kimberly Perez, Alternate, 12/31/10 to 12/31/13
Board of Review	Donald Dugas, 12/9/10 to 12/9/12 Rhonda McGill, 12/9/10 to 12/9/12 John MacNicol, 12/9/10 to 12/9/12 John Switala, Alternate, 12/9/10 to 12/9/12
Construction Board of Appeals	John Hamlin, 3/5/11 to 3/5/13 Thomas Tocco, 3/5/11 to 3/5/13 Joseph Veltri, 3/5/11 to 3/5/13 Kurt Weiland, 3/5/11 to 3/5/13
Dixboro Design Review Board	Tom Freeman, 12/31/10 to 12/31/13 Max Marken, 12/31/10 to 12/31/13
Huron River Watershed Council	John Langs, 12/31/10 to 12/31/12
Wetlands Board	Jacqueline Beaudry, 4/07/11 to 4/7/14 Bob Murray, 4/07/11 to 4/7/14 Vacancy_____, 4/07/11 to 4/7/14

## CHARTER TOWNSHIP OF SUPERIOR 2011 HOLIDAY CLOSINGS SCHEDULE

Monday, January 3, 2011	New Year's Day
Monday, January 17, 2011	Martin Luther King, Jr. Day
Monday, February 21, 2011	President's Day
Friday, April 22, 2011*	Good Friday (1/2 day)
Monday, May 30, 2011	Memorial Day
Monday, July 4, 2011	Independence Day
Monday, September 5, 2011	Labor Day
Monday, October 10, 2011	Columbus Day
Friday, November 11, 2011	Veteran's Day
Thursday, November 24, 2011	Thanksgiving Day
Friday, November 25, 2011	Day after Thanksgiving
Friday, December 23, 2011	Day Before Christmas Eve
Monday, December 26, 2011	Day After Christmas
Friday, December 30, 2011	Day Before New Year's Eve

- denotes ½ day, offices close at 12:00 noon.

David Phillips, Clerk  
Charter Township of Superior  
3040 N. Prospect  
Ypsilanti, MI 48198  
734-482-6099

CHARTER TOWNSHIP OF SUPERIOR  
3040 NORTH PROSPECT, YPSILANTI, MICHIGAN 48198  
734-482-6099

**2011 MEETING SCHEDULE**

**TOWNSHIP BOARD**

All regular meetings are held at the Township Hall, 3040 N. Prospect, at 7:30 p.m. on the third Monday of each month. If a holiday falls on a third Monday, the meeting will be on the Tuesday following that Monday of that week.

Tuesday, January 18, 2011 (following Martin Luther King Day)

Tuesday, February 22, 2011 (following Presidents' Day)

Monday, March, 21, 2011

Monday, April 18, 2011

Monday, May 16, 2011

Monday, June 20, 2011

Monday, July 18, 2011

Monday, August 18, 2011

Monday, September 19, 2011

Monday, October 17, 2011

Monday, November 21, 2011

Monday, December 19, 2011

**PLANNING COMMISSION**

All regular meetings are held at the Township Hall, 3040 N. Prospect, at 7:30 p.m. on the fourth Wednesday of each month, except for the November and December meetings which will be held on the third Wednesday of the month.

Wednesday, January 26, 2011

Wednesday, February 23, 2011

Wednesday, March 23, 2011

Wednesday, April 22, 2011

Wednesday, May 25, 2011

Wednesday, June 22, 2011

Wednesday, July 27, 2011

Wednesday, August 24, 2011

Wednesday, September 28, 2011

Wednesday, October 26, 2011

Wednesday, November 16, 2011

Wed, December 14 or 21 (TBD), 2011

David Phillips, Clerk  
3040 N. Prospect  
Ypsilanti, MI 48198  
734-482-6099

Date: November 15, 2010  
To: Superior Charter Township Board  
From: Brenda L. McKinney  
Re: Delinquent Ordinance Violations

I am requesting the Board, to authorize me to levy the Delinquent Ordinance Violation on the 2010 winter tax roll. The total amount to collect is \$295.00, which includes the \$30.00 tax roll fee.

Date: November 15, 2010  
To: Superior Charter Township Board  
From: Brenda L. McKinney  
Re: Delinquent False Alarms

I am requesting the Board, to authorize me to levy the Delinquent false Alarmson the 2010 winter tax roll. The total amount to collect is \$1,080.00, which includes the \$30.00 tax roll fee.

**PROPOSED LAW FUND BUDGET AMENDMENTS**

NOVEMBER 15, 2010

BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT	COMMENTS
266-310-703-001	AUTHORIZED SHERIFF'S OVERTIME	\$ 18,000.00	INCREASE	RUNNING OVER BUDGET
266-000-695-000	APPROPRIATION FROM FUND BAL	INCREASE	\$ 18,000.00	
<b>TOTAL OUTSTANDING A/P</b>		<b>\$ 18,000.00</b>	<b>\$ 18,000.00</b>	

SUPERIOR TOWNSHIP

**BILLS FOR PAYMENT**

DATE: NOVEMBER 15, 2010

TOTAL AMOUNTS TO BE RELEASED FROM EACH FUND

GENERAL	\$	12,199.29
LEGAL DEFENSE		NONE TO SUBMIT
FIRE	\$	2,419.03
LAW	\$	1,806.92
PARK		NONE TO SUBMIT
BUILDING		NONE TO SUBMIT
UTILITIES	\$	4,366.52
GRAND TOTAL	\$	20,791.76

SUBMITTED BY: SUSAN MUMM, ACCOUNTANT

# BILLS FOR PAYMENT

DATE: NOVEMBER 15, 2010

---

## GENERAL FUND

AMOUNT	TO WHOM	DESCRIPTION
\$ 1,380.00	BS&A SOFTWARE	TECHNICAL SUPPORT CONTRACT AP AND GL
\$ 1,105.94	READING & ETTER	LEGAL SERVICES OCTOBER
\$ 9,713.35	WASH CO DRAIN COMMISSIONER	DRAIN CHARGES 2010
<b>\$ 12,199.29</b>	<b>TOTAL</b>	

---

## LEGAL DEFENSE FUND

AMOUNT	TO WHOM	DESCRIPTION
	NONE TO SUBMIT	
	<b>TOTAL</b>	

---

## FIRE FUND

AMOUNT	TO WHOM	DESCRIPTION
\$ 2,419.03	WASH CO TREASURER	TAX CHARGEBACK
	<b>TOTAL</b>	

---

## LAW FUND

AMOUNT	TO WHOM	DESCRIPTION
\$ 1,806.92	WASH CO TREASURER	TAX CHARGEBACK
<b>\$ 1,806.92</b>	<b>TOTAL</b>	

---

## PARK FUND

AMOUNT	TO WHOM	DESCRIPTION
	NONE TO SUBMIT	
	<b>TOTAL</b>	

---

## BUILDING FUND

AMOUNT	TO WHOM	DESCRIPTION
	NONE TO SUBMIT	
	<b>TOTAL</b>	

---

8:22 AM  
11/09/10

Superior Township Utility Department  
Invoice Approval Report  
As of November 15, 2010

Type	Date	Num	Memo	Due Date	Open Balance
Engineered Fluid, Inc. Bill	10/20/10	S000622-IN	Repairs to LeForge Booster Station	10/20/10	1,532.00
Total Engineered Fluid, Inc.					1,532.00
SBG Detroit, Inc. Bill	10/8/10	10-033	6" Watermain Repair - 8641 Nottingham	11/16/10	1,765.83
Total SBG Detroit, Inc.					1,765.83
UIS Programmable Services Bill	10/14/10	530336640	Flow Meter, Pump Problem Resolution	11/16/10	1,068.69
Total UIS Programmable Services					1,068.69
TOTAL					<u>4,366.52</u>

# **Record of Disbursements**

**Date:** NOVEMBER 15, 2010

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

General  
Fire  
Law  
Park  
Building  
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

09:47 am

CHECK DATE FROM 10/14/2010 - 11/10/2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
10/14/2010	GENL 31950	PARHELLION TECHNOLOGIES	MISC COMPUTR ENG SERV	237.50	
10/14/2010	GENL 31951	PARHELLION TECHNOLOGIES	MISC COMPUTER ENG SERV	997.50	
10/14/2010	GENL 31952	YPSILANTI TOWNSHIP	RECYCLE OIL	7.00	
10/14/2010	GENL 31953	FINK & VALVO PLLC	LEGAL SERV SEPT	120.00	
10/14/2010	GENL 31954	SHARED SERVICES, LLC	PUBLIC NOTICES BUDGETS ETC.	160.00	
10/14/2010	GENL 31955	BRUNO KRUZEL	DUMP TICKET REIMBURSEMENT	50.00	
10/14/2010	GENL 31956	FLEET SERVICES	SEPTEMBER GASOLINE	35.62	
10/14/2010	GENL 31957	HARRINGTONS STANDARD PRINTING	TAX BILLS & ENVELOPES	767.00	
10/15/2010	GENL 31958	FINK & VALVO PLLC	LEGAL SERVICE SEPT PART 2	80.00	
10/19/2010	GENL 31959	MICHIGAN TOWNSHIP'S ASSOCIATION	PLANNING BOOK	28.80	
10/19/2010	GENL 31960	RICOH AMERICAS CORPORATION	OCT COLOR COPIER PAYMENT	303.98	
10/19/2010	GENL 31961	PITNEY BOWES INC.	POSTAGE METER RENTAL OCT	316.00	
10/19/2010	GENL 31962	OCE IMAGISTICS INC.	COPIES JULY -SEPT OCE COPIER	128.79	
10/21/2010	GENL 31963	PRIORITY HEALTH	NOV HEALTH INSUR	4,602.18	
10/21/2010	GENL 31964	DELTA DENTAL	NOV DENTAL INSUR	724.35	
10/21/2010	GENL 31965	VISION SERVICE PLAN	NOV VISION INSUR	185.23	
10/21/2010	GENL 31966	AMERICAN UNITED LIFE INSURANCE CO	NOV LIFE INSUR	153.22	
10/22/2010	GENL 31967	CHARLES SWANSON	ORDINANCE VIOLATION LAWN CUTTING	125.00	
10/22/2010	GENL 31968	KAREN TYLER	MILEAGE KAREN 10/4--10/22	36.00	
10/22/2010	GENL 31969	SUPERIOR TWP LAW FUND	DTE ENERGY SAVINGS REBATE SPLIT	750.00	
10/25/2010	GENL 31970	MICHELLE BARTH	DESIGN REVIEW MEETINGPAY 10/21	25.00	
10/25/2010	GENL 31971	TOM FREEMAN	DESIGN REVIEW MEETING PAY 10/21	25.00	
10/25/2010	GENL 31972	WENDY FRY	DESIGN REVIEW MEETING PAY 10/21	25.00	
10/25/2010	GENL 31973	JACK GOODNOE	DESIGN REVIEW MEETING PAY 10/21	25.00	
10/25/2010	GENL 31974	JOHN HUDSON	MILEAGE HUDSON 10/12--10/22	65.00	
10/25/2010	GENL 31975	SHARED SERVICES, LLC	ELECTION NOTICE	102.40	
10/26/2010	GENL 31976	ANN ARBOR CLEANING SUPPLY	SUPPLIES	415.95	
10/26/2010	GENL 31977	BOBBY ANDERSON	DUMP TICKET REIMBURSEMENT	50.00	
10/26/2010	GENL 31978	CAVALIER TELEPHONE	TELEPHONE BILL	347.91	
10/26/2010	GENL 31979	GBS INC.	SUPPLIES	100.73	
10/26/2010	GENL 31980	GBS INC.	SUPPLIES	64.60	
10/26/2010	GENL 31981	GBS INC.	SUPPLIES	192.50	
10/26/2010	GENL 31982	LEE MATTHEWS	DUMP TICKET REIMBURSEMENT	46.00	
10/26/2010	GENL 31983	PAUL BLASCH	DUMP TICKET REIMBURSEMENT	5.75	
10/26/2010	GENL 31984	TONY CIMBALIK	DUMP TICKET REIMBURSEMENT	50.00	
10/26/2010	GENL 31985	ARMANDO REYES	DUMP TICKET REIMBURSEMENT	39.00	

10/26/2010	GENL 31986	EDWARD SKRZYPCZAK	DUMP TICKET REIMBURSEMENT	11.50
10/26/2010	GENL 31987	TERMINIX PROCESSING CENTER	PEST CONTROL	67.00
10/26/2010	GENL 31988	THEODORE OSTERKAMP	DUMP TICKET REIMBURSEMENT	23.00
10/26/2010	GENL 31989	WILLIAM MCFARLANE	MILEAGE REIMBURSEMENT	82.00
10/26/2010	GENL 31990	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/28 PARYO-L	22,523.21
10/27/2010	GENL 31991	WACH CO ENV HEALTH PUBLIC HEALTH PERMIT FOR DRILLING NEW WELL		508.00
10/27/2010	GENL 31992	SUPERIOR TWP PAYROLL FUND	OCT HCSP	1,150.00
10/27/2010	GENL 31993	SUPERIOR TWP PAYROLL FUND	OCT MERS #2	2,690.47
10/27/2010	GENL 31994	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK OCT	1,101.96
10/27/2010	GENL 31995	REPUBLIC WASTE SERVICES #241	500 TAGS	955.00
10/28/2010	GENL 31996	SUPERIOR TOWNSHIP BUILDING FUND	RICK COST SPLIT OCT	587.97
10/28/2010	GENL 31997	HARRINGTON'S STANDARD PRINTING	MASTER PLANS	193.44
10/29/2010	GENL 31998	STAPLES ADVANTAGE	SUPPLIES	534.01
10/29/2010	GENL 31999	RICOH AMERICAS CORP	SHIPPING ON TONER CARTRIDGE	12.19
10/29/2010	GENL 32000	DONALD PENNINGTON	SEPT PLANNING CHARGES	162.50
11/1/2010	GENL 32001	ORCHARD, HILTZ & MCCLIMENT	ENG INSPECTION RE HARRIS NON-MOTOR TR	7,901.50
11/1/2010	GENL 32002	ORCHARD, HILTZ & MCCLIMENT	ENG RE HARRIS NON-MOTOR TRAIL	2,650.00
11/1/2010	GENL 32003	KELLER WELL DRILLING INC.	DRILL NEW WELL FOR TWP HALL	5,410.00
11/2/2010	GENL 32004	LUCUS & BAKER	MISC LEGAL SERVICES	862.50
11/3/2010	GENL 32005	DTE ELECTRIC	OCTOBER ELECTRICITY	410.66
11/3/2010	GENL 32006	DTE GAS	SEPTEMBER & OCTOBER GAS/HEAT BILL	38.14
11/4/2010	GENL 32007	KIM HOPPE	CONTRACTUAL ELECTION WORK	300.00
11/4/2010	GENL 32008	AVAYA, INC.	NOVEMBER TELEPHONE MAINTENANCE	102.01
11/4/2010	GENL 32009	BYRON THOMAS	DUMP TICKET REIMBURSEMENT	11.50
11/4/2010	GENL 32010	DTE GAS	SEPTEMBER & OCTOBER GAS/HEATING BILL	53.80
11/4/2010	GENL 32011	DTE GAS	SEPTEMBER & OCTOBER GAS/HEATING BILL	62.21
11/4/2010	GENL 32012	JAMES VANOVER	DUMP TICKET REIMBURSEMENT	8.00
11/4/2010	GENL 32013	ROBERT EBERTS	DUMP TICKET REIMBURSEMENT	17.25
11/4/2010	GENL 32014	WILLIE JACKSON III	DUMP TICKET REIMBURSEMENT	50.00
11/4/2010	GENL 32015	AUTOMATED RESOURCE MANAGEMENT	PAYROLL PREP OCT	203.35
11/4/2010	GENL 32016	PETTY CASH/ KAREN TYLER	MISC PETTY CASH EXPENDITURES	76.79
11/4/2010	GENL 32017	CHARLES SWANSON	ORD VIOLATION LAWN CUTTING	80.00
11/4/2010	GENL 32018	KAY WILLIAMS	MILEAGE KAY WILLIAMS	11.00
11/4/2010	GENL 32019	AL WALTERS HEATING	REPAIR HEATER IN GARAGE	650.00
11/4/2010	GENL 32020	VALUESAFES INC.	DROP SAFE FRO TREASURER'S OFFICE	325.00
11/5/2010	GENL 32021	FASTSIGNS	NAMEPLATE FOR MCGILL	37.50
11/5/2010	GENL 32022	STAPLES ADVANTAGE	SUPPLIES	108.44
11/5/2010	GENL 32023	BERRY JAN	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32024	BONITA BURLETT	10 HRS @ \$9.00 ELECTION WORK	90.00
11/5/2010	GENL 32025	CAMERON KNOX	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32026	CAMILLE HUDSON	21 HOURS @ \$9.00 HR ELECTION WORK	189.00
11/5/2010	GENL 32027	CARL HOPFNER	10 HRS @ \$9.00 ELECTION WORK	90.00
11/5/2010	GENL 32028	CARLA BISARO	19 HOURS @ \$10.00 HR ELECTION WORK	190.00

11/5/2010	GENL 32029	COLLEHER MAE JOHNSON	18 HOURS @ \$9.00 HR ELECTION WORK	162.00
11/5/2010	GENL 32030	COLLENE FROST	16 HOURS @ \$9.00 HR ELECTION WORK	144.00
11/5/2010	GENL 32031	CORNELIUS GRANTHAM	18 HOURS @ \$9.00 HR ELECTION WORK	162.00
11/5/2010	GENL 32032	DAVID PARKER	21 HOURS @ \$9.00 HR ELECTION WORK	189.00
11/5/2010	GENL 32033	ETHEL WALKER	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32034	EVELYN FOSTER	20.5 HOURS @ \$9.00 HR ELECTION WORK	184.50
11/5/2010	GENL 32035	HATTIE FRANCIS	18 HOURS @ \$9.00 HR	162.00
11/5/2010	GENL 32036	HELEN SUNAL	18 HOURS @ \$9.00 HR ELECTION WRORK	162.00
11/5/2010	GENL 32037	IBRAHIM HIJAZI	11 HOURS @ \$9.00 HR ELECTION WORK	99.00
11/5/2010	GENL 32038	JHERISHA MOORE	19 HOURS @ \$9.00 HR ELECTION WORK	171.00
11/5/2010	GENL 32039	JOAN WHEELER	18.5 HOURS @ \$9.00 HR ELECTIONWORK	166.50
11/5/2010	GENL 32040	JOHN HUDSON	21 HOURS @ \$9.00 HR ELECTION WORK	189.00
11/5/2010	GENL 32041	JUANITA BURGEN	16.5 HOURS @ \$9.00 HR ELECTION WORK	148.50
11/5/2010	GENL 32042	KIM GRANTHAM	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32043	MARJORIE NELLIS	20.5 HOURS @ \$9.00 HR ELECTION WORK	184.50
11/5/2010	GENL 32044	MARJORIE TAYLOR	10 HRS \$9.00 HR ELECTION WORK	90.00
11/5/2010	GENL 32045	MARY GERTRUDE ADAMS	21 HOURS @ \$9.00 HR ELECTION WORK	189.00
11/5/2010	GENL 32046	MAX MARKEN	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32047	MELINDA WARTHEN	17.5 HOURS @ \$9.00 HR ELECTION WORK	157.50
11/5/2010	GENL 32048	MEREDITH BURR	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32049	NANCI NANNEY	21 HOURS @ \$9.00 HR ELECTION WORK	189.00
11/5/2010	GENL 32050	NANCY ANN TROTTER	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32051	NANCY DURSTON	18.5 HOURS @ \$10.00 HR ELECTION WORK	185.00
11/5/2010	GENL 32052	PAMELA HIJAZI	13.5 HOURS @ \$9.00 /HR ELECTION WORK	121.50
11/5/2010	GENL 32053	PAUL HAAS	21 HOURS @ \$9.00 HR ELECTION WORK	189.00
11/5/2010	GENL 32054	PHEBE JEAN JUDSON	18 HOURS @ \$9.00 HR ELECTION WORK	162.00
11/5/2010	GENL 32055	RAMSEY JIDDOU	18 HOURS @ \$9.00 HR ELECTION WORK	162.00
11/5/2010	GENL 32056	RAY FRAZEN	18.5 HRS @ \$10.00/HR ELECTION WORK	185.00
11/5/2010	GENL 32057	ROBERT WALLACE	15 HOURS @ \$9.00/HR ELECTION WORK	135.00
11/5/2010	GENL 32058	ROCHELLE MAILHOT	18 HOURS @ \$9.00 HR ELECTION WORK	162.00
11/5/2010	GENL 32059	SAMANTHA TROTTER	15.5 HOURS @ \$9.00 HR ELECTION WORK	139.50
11/5/2010	GENL 32060	SANDRA BRYANT	18 HOURS @ \$9.00 HR ELECTION WORK	162.00
11/5/2010	GENL 32061	SHARON BRYANT-PHILLIPS	19 HOURS @ \$9.00 HR ELECTION WORK	171.00
11/5/2010	GENL 32062	SUE HUGHES	11.5 HRS @ \$10.00 ELECTION WORK	115.00
11/5/2010	GENL 32063	TAMMERA TROTTER	18 HOURS @ \$10.00 HR ELECTION WORK	180.00
11/5/2010	GENL 32064	TRACI BIBINS	18.5 HOURS @ \$9.00 HR ELECTION WORK	166.50
11/5/2010	GENL 32065	VENETIA SIMS	10 HOURS @ \$9.00 HR ELECTION WORK	90.00
11/5/2010	GENL 32066	WILFORD WALTER JUDSON	18.5 HOURS @ \$10.00 HR ELECTION WORK	185.00
11/5/2010	GENL 32067	WILLIAM LEWIS SMITH	21.5 HOURS @ \$9.00 HR ELECTION WORK	193.50
11/5/2010	GENL 32068	WILLIAM TAYLOR	10 HOURS @ \$9.00 HR ELECTION WORK	90.00
11/8/2010	GENL 32069	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 11/10 PAYROLL	26,212.82
11/9/2010	GENL 32070	JOHN HUDSON	MILEAGE HUDSON 10/25--11/5	87.00
11/9/2010	GENL 32071	CATHERINE DIEFENBACHER	DUMP TICKET REIMBURSEMENT	19.00

11/9/2010	GENL 32072	DAVID SAYERS	DUMP TICKET REIMBURSEMENT	16.00
11/9/2010	GENL 32073	GERALD PUGEL	DUMP TICKET REIMBURSEMENT	6.75
11/9/2010	GENL 32074	KENNETH BANACH	DUMP TICKET REIMBURSEMENT	50.00
11/9/2010	GENL 32075	STAPLES ADVANTAGE	SUPPLIES	46.61
11/10/2010	GENL 32076	CIT TECHNOLOGY FIN SERV, INC.	IMAGISTICS COPIER NOV	163.72
11/10/2010	GENL 32077	SUPERIOR TWP UTILITY DEPARTMENT	GENL PORTION EECBG OHM INVOICES	259.07

TOTAL OF 128 Checks:

95,488.88

FIRE FUND CHECK REGISTER

09:48 am

CHECK DATE FROM 10/14/2010 - 11/10/2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
10/14/2010	FIRE 19434	ANN ARBOR CLEANING SUPPLY	SUPPLIES	126.18	
10/14/2010	FIRE 19435	ANNARBOR.COM	1 YEAR SUBSCRIPTION	131.40	
10/14/2010	FIRE 19436	CORRIGAN OIL COMPANY	183.5 GALLONS OF DIESEL FUEL	489.76	
10/14/2010	FIRE 19437	HURON VALLEY AMBULANCE	SEPTEMBER PAGER RENTAL	83.30	
10/14/2010	FIRE 19438	JORDAN BRAMAN	REIMBURSEMENT FOR CPR/AED CLASS	40.00	
10/14/2010	FIRE 19439	RICOH AMERICAS CORP	07/01/10-09/30/10 COLOR COPY CHARGES	110.68	
10/14/2010	FIRE 19440	YONO'S BP	GASOLINE FOR SMALL ENGINES	28.70	
10/20/2010	FIRE 19441	HOME DEPOT CREDIT SERVICES	SUPPLIES	133.70	
10/21/2010	FIRE 19442	PRIORITY HEALTH	NOV HEALTH ISNUR RETIREES	1,389.33	
10/21/2010	FIRE 19443	PRIORITY HEALTH	NOV HEALTH ISNUR	9,269.45	
10/21/2010	FIRE 19444	DELTA DENTAL	NOV DENAL ISNUR RETIREES	121.95	
10/21/2010	FIRE 19445	AMERICAN UNITED LIFE INSURANCE CO	NOV LIFE ISNUR	102.15	
10/21/2010	FIRE 19446	DELTA DENTAL	NOV DENTAL ISNUR	971.07	
10/21/2010	FIRE 19447	VISION SERVICE PLAN	NOV VISION ISNUR RETIREES	36.75	
10/21/2010	FIRE 19448	VISION SERVICE PLAN	NOV VISION ISNUR	229.41	
10/26/2010	FIRE 19449	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/28 PARYOLL	30,561.52	
10/26/2010	FIRE 19450	BELLE TIRE DISTRIBUTORS	REMAINING BALANCE ON SHORT PAID INVOIC	64.00	
10/26/2010	FIRE 19451	CAVALIER TELEPHONE	SEPTEMBER TELEPHONE BILL	76.82	
10/26/2010	FIRE 19452	CLASSIC T'S	SHIRTS FOR DICKINSON	210.00	
10/26/2010	FIRE 19453	TERMINIX PROCESSING CENTER	PEST CONTROL FOR MACARTHUR STATION	53.00	
10/27/2010	FIRE 19454	SUPERIOR TWP PAYROLL FUND	OCT HCSP	1,035.00	
10/27/2010	FIRE 19455	SUPERIOR TWP PAYROLL FUND	OCT JOHN HANCOCK	642.60	
10/27/2010	FIRE 19456	SUPERIOR TWP PAYROLL FUND	MERS #1 OCT	5,515.33	
11/8/2010	FIRE 19457	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 11/10 PAYROLL	39,677.18	
11/9/2010	FIRE 19458	ANN ARBOR CLEANING SUPPLY	SUPPLIES	370.77	
11/9/2010	FIRE 19459	CAVALIER TELEPHONE	TELEPHONE BILL FOR FORD ROAD	112.71	
11/9/2010	FIRE 19460	COMCAST	INTERNET SERVICES FOR FORD ROAD	63.95	
11/9/2010	FIRE 19461	COMCAST	INTERNET & CABLE SERVICES FOR MACARTH	176.69	
11/9/2010	FIRE 19462	CORRIGAN OIL COMPANY	213.7 GALLONS OF DIESEL FUEL	570.37	
11/9/2010	FIRE 19463	DTE ELECTRIC	OCTOBER ELECTRICITY FOR FORD ROAD	595.99	
11/9/2010	FIRE 19464	DTE ENERGY	OCTOBER ELECT. & GAS/HEAT FOR ST. #2	411.23	
11/9/2010	FIRE 19465	DTE GAS	OCTOBER GAS/HEAT BILL FOR FORD ROAD	84.10	
11/9/2010	FIRE 19466	HURON VALLEY AMBULANCE	OCTOBER PAGER RENTAL	77.35	
11/9/2010	FIRE 19467	HURON VALLEY AMBULANCE	MONTHLY DISPATCHING SERVICES	1,771.60	
11/9/2010	FIRE 19468	NEXTEL	OCTOBER CELL PHONES	272.95	
11/9/2010	FIRE 19469	RICOH AMERICAS CORPORATION	COPIER LEASE PAYMENT	241.20	

11/9/2010	FIRE 19470	THE YOUTH'S SAFETY COMPANY	HELMETS FOR CHILDREN	558.29
11/9/2010	FIRE 19471	WASHTENAW COUNTY TREASURER	RADIOS	150.00
11/9/2010	FIRE 19472	YONO'S BP	GASOLINE FOR SMALL ENGINES	29.25
11/9/2010	FIRE 19473	SUPERIOR TWP GENERAL FUND	ACCOUNTANT'S FEE NOV	833.33
11/10/2010	FIRE 19474	STAPLES CREDIT PLAN	SUPPLIES	83.96

TOTAL OF 41 Checks:

97,503.02

BUILDING FUND CHECK REGISTER

09:49 am

CHECK DATE FROM 10/14/2010 - 11/10/2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
10/18/2010	BUILD 7671	SUPERIOR TWP GENERAL FUND	AUG % OF OVERHEAD	6,104.68	
10/21/2010	BUILD 7672	PRIORITY HEALTH	NOV HEALTH INSUR	1,432.74	
10/21/2010	BUILD 7673	DELTA DENTAL	NOV DENTAL INSUR	118.96	
10/21/2010	BUILD 7674	AMERICAN UNITED LIFE INSURANCE CO	NOV LIFE INSUR	17.03	
10/21/2010	BUILD 7675	VISION SERVICE PLAN	NOV VISION INSUR	38.24	
10/26/2010	BUILD 7676	SUPERIOR TWP PAYROLL FUND	CASH TANSFERS 10/28 PARYOLL	3,639.74	
10/27/2010	BUILD 7677	SUPERIOR TWP PAYROLL FUND	OCT HCSP	115.00	
10/27/2010	BUILD 7678	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK OCT	675.16	
10/27/2010	BUILD 7679	SUPERIOR TWP GENERAL FUND	CARMEN COST SPLIT OCT	1,539.81	
10/28/2010	BUILD 7680	FLEET SERVICES	SEPTEMBER GASOLINE	131.48	
10/29/2010	BUILD 7681	THOMAS BEADLE	REFUND ON MECHANICAL PERMIT	60.00	
11/1/2010	BUILD 7682	EDWIN MANIER	ELECTRICAL INSPECTIONS OCT	570.00	
11/4/2010	BUILD 7683	DUNN BLUE	LARGE DOCUMENT SCANNING	109.69	
11/4/2010	BUILD 7684	STAPLES ADVANTAGE	SUPPLIES	45.66	
11/8/2010	BUILD 7685	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 11/10 PAYROLL	3,639.73	
11/9/2010	BUILD 7686	SUPERIOR TWP GENERAL FUND	% OF OVERHEAD SEPT	1,896.10	
11/10/2010	BUILD 7687	SUPERIOR TWP GENERAL FUND	% OF OVERHEAD SEPT	1,896.10	

TOTAL OF 17 Checks:

22,030.12

LAW FUND CHECK REGISTER

CHECK DATE FROM 10/14/2010 - 11/10/2010

09:50 am

Check Date	Bank/Check #	Name	Description	Amount	Voided?
10/14/2010	LAW 2670	WASHTENAW COUNTY TREASURER	SHERIFF'S CONTRACT OCT	108,602.25	
10/14/2010	LAW 2671	WASHTENAW COUNTY TREASURER	JULY SHERIFF'S OVERTIME	12,899.54	
10/14/2010	LAW 2672	STEFANI CARTER J.D. P.C.	LEGAL SERV SEPT	950.00	
10/18/2010	LAW 2673	COMERICA BANK	PURCHASE WASH CO BOND	125,000.00	V
11/2/2010	LAW 2674	WASHTENAW COUNTY TREASURER	NOV REG SHERIFF'S CONTRACT	108,602.25	
11/2/2010	LAW 2675	WASHTENAW COUNTY TREASURER	AUG SHERIFF'S OVERTIME	9,618.75	
11/3/2010	LAW 2676	DTE ELECTRIC	OCTOBER ELECTRICITY	366.16	
11/3/2010	LAW 2677	DTE GAS	SEPTEMBER & OCTOBER GAS/HEAT BILL	38.15	
11/9/2010	LAW 2678	SUPERIOR TWP GENERAL FUND	ACCOUNTANT'S FEE NOV	100.00	
11/10/2010	LAW 2679	STEFANI CARTER J.D. P.C.	OCT LEGAL SERVICES	837.50	
TOTAL OF 9 Checks:				242,014.60	
TOTAL OF 1 Void Checks:				125,000.00	
TOTAL - 10 Checks:				367,014.60	

PARK FUND CHECK REGISTER

09:50 am

CHECK DATE FROM 10/14/2010 - 11/10/2010  
 Bank PARK PARK FUND REGULAR CHECKING

Check Date	Bank/Check #	Name	Description	Amount Voided?
10/14/2010	PARK 10753	GENE BUTMAN FORD SALES, INC.	2011 FORD F250 SUPER CAB	24,572.10
10/20/2010	PARK 10754	GREGORY SECORD	REIMBURSEMENT FOR SUPPLIES	66.00
10/20/2010	PARK 10755	HIGHLAND PRODUCTS GROUP LLC.	GRILLS FOR PARKS	703.72
10/20/2010	PARK 10756	KEITH LOCKIE	MILEAGE REIMBURSEMENT	60.00
10/20/2010	PARK 10757	MARGOLIS COMPANIES, INC.	GRAVEL	62.00
10/20/2010	PARK 10758	SUPERIOR TWP UTILITY DEPARTMENT	TELEPHONE REIMBURSEMENT	69.85
10/21/2010	PARK 10759	DELTA DENTAL	DENTAL INSUR NOV	21.32
10/21/2010	PARK 10760	AMERICAN UNITED LIFE INSURANCE CO	NOV LIFE INSUR	5.68
10/21/2010	PARK 10761	PRIORITY HEALTH	HEALTH INSUR NOV	217.09
10/21/2010	PARK 10762	VISION SERVICE PLAN	NOV VISION INSUR	5.63
10/26/2010	PARK 10763	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/28 PAYROLL	4,109.22
10/27/2010	PARK 10764	SUPERIOR TWP PAYROLL FUND	MERS #2 OCT	230.56
10/27/2010	PARK 10765	SUPERIOR TWP PAYROLL FUND	OCT JOHN HANCOCK	342.72
10/27/2010	PARK 10766	SUPERIOR TWP PAYROLL FUND	OCT HCSP	57.50
10/27/2010	PARK 10767	SUPERIOR TWP UTILITY DEPARTMENT	KEITH COST SPLIT OCT	2,541.98
10/28/2010	PARK 10768	DIRECTION AUTOMOTIVE	RUNNING BOARDS FOR TRUCK	435.00
10/28/2010	PARK 10769	GENE BUTMAN FORD SALES, INC.	HEATING-A/C REPAIRS ON FORD VAN	1,579.71
10/28/2010	PARK 10770	HOME DEPOT CREDIT SERVICES	SUPPLIES	520.16
10/28/2010	PARK 10771	PARKWAY SERVICES	PORTA JOHN RENTAL	90.00
10/28/2010	PARK 10772	PLYMOUTH NURSERY	SUPPLIES	112.25
10/28/2010	PARK 10773	VERIZON WIRELESS	CELL PHONES	125.98
11/3/2010	PARK 10774	FLEET SERVICES	OCTOBER GASOLINE	442.19
11/8/2010	PARK 10775	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 11/10 PAYROLL	4,135.72
11/9/2010	PARK 10776	SUPERIOR TWP GENERAL FUND	ACCOUNTANT'S FEE NOV	500.00
11/10/2010	PARK 10777	STAPLES CREDIT PLAN	SUPPLIES	237.45
11/10/2010	PARK 10778	ALL SEASONS LANDSCAPING CO. INC.	SUPPLIES	359.95
11/10/2010	PARK 10779	CONGDON'S	SUPPLIES	11.49
11/10/2010	PARK 10780	DTE ELECTRIC	OCTOBER ELECTRICITY - BARN	41.55
11/10/2010	PARK 10781	MARTHA KERN	REIMBURSEMENT FOR SUPPLIES	55.01
11/10/2010	PARK 10782	SUPERIOR TWP UTILITY DEPARTMENT	REIMBURSEMENT FOR QUICKBOOKS	100.00

TOTAL OF 30 Checks:

41,811.83

8:22 AM  
11/09/10  
Accrual Basis

Superior Township Utility Department  
Check Register  
October 19 through November 15, 2010

Date	Num	Name	Memo	Amount
100 - CASH - O&M				
101 - O&M Checking - Chase				
10/19/10	6316	Cavalier Telephone	Phones - Adm. Bldg. - 10/10	(320.84)
10/19/10	6317	Corrigan Oil Co.	396.1 Gallons Diesel	(997.78)
10/19/10	6318	Ed's Garage, Inc.	Front End Alignment & Tire Rotation - 2001 Dodge	(100.00)
10/19/10	6319	Etna Supply	8-1" SR Meters	(1,880.00)
10/19/10	6320	Fink & Valvo, PLLC	Legal Fees - Sewer Easement	(96.00)
10/19/10	6321	HD Supply Waterworks, Ltd.	2 Box Risers	(92.48)
10/19/10	6322	Home Depot	Misc. Supplies	(304.16)
10/19/10	6323	Keith Lockie	Mileage - 08/21 - 10/19/10	(88.50)
10/19/10	6324	Latvala Bros. Inc.	Shop Bench	(750.00)
10/19/10	6325	Ricoh Americas Corporation	Copier Lease - 10/10	(180.26)
10/22/10	6326	Superior Twp. Payroll Fund	MERS Health Savings - 10/10	(977.50)
10/22/10	6327	American United Life Insurance Company	Life Insurance - 11/10	(96.47)
10/22/10	6328	Delta Dental Plan of Michigan	Dental Insurance - 11/10	(722.16)
10/22/10	6329	Priority Health	Medical Insurance - 11/10	(6,577.63)
10/22/10	6330	Vision Service Plan	Vision Insurance - 11/10	(166.86)
10/26/10	6331	Allied Substance Abuse Professionals	Random Drug Test - Bordine	(35.00)
10/26/10	6332	AT&T	Booster Sta. Phone - 10/10	(38.72)
10/26/10	6333	Bradford Henderson	Refund Overpayment W/S - 1658 Weeping Willow	(13.77)
10/26/10	6334	Comcast	Internet - Maint. Fac. - 10/10	(79.95)
10/26/10	6335	Diana Rivis	Mileage - 09/10	(68.00)
10/26/10	6336	Diana Rivis - Petty Cash	VOID: Recon. of 10/26/10	0.00
10/26/10	6337	DTE	Various Gas & Elect. - 10/10	(321.36)
10/26/10	6338	Harbor Freight Tools	Rope	(87.97)
10/26/10	6339	HD Supply Waterworks, Ltd.	Repair Clamps	(184.90)
10/26/10	6340	Howlett Lock & Door, Inc.	Rekey Front Door - Adm. Bldg.	(101.00)
10/26/10	6341	Larry's Shoes and Boots	Work Boots	(170.00)
10/26/10	6342	Metro Environmental Services, Inc.	Sweep NOTC after Watermain Break	(383.75)
10/26/10	6343	Nextel Communications	Cell Phones - 1010	(341.67)
10/26/10	6344	Ypsilanti Comm. Utilities Authority	W/S Purch - 09/10	(127,831.11)
10/26/10	EFT	Superior Twp. Payroll Fund	Payroll - 10/28/10	(18,943.57)
10/27/10	6345	Superior Twp. Payroll Fund	John Hancock Pension - 10/10	(377.08)
10/27/10	6346	Superior Twp. Payroll Fund	MERS Pension - 10/10	(2,733.22)

8:22 AM  
 11/09/10  
 Accrual Basis

Superior Township Utility Department  
 Check Register  
 October 19 through November 15, 2010

Date	Num	Name	Memo	Amount
10/29/10	6347	DTE	Various Gas & Elect. - 10/10	(978.17)
10/29/10	6348	Fastenal	Nuts & Bolts	(51.46)
10/29/10	6349	Fleet Services	Fuel Charges - 10/10	(435.50)
10/29/10	6350	John Deere Landscapes	Grass Seed & Straw Blanket	(25.81)
10/29/10	6351	MCI Worldcom	Office Fax Long Dist. - 10/10	(52.49)
10/29/10	6352	Michigan Rural Water Association	Annual Dues - 2011	(425.00)
10/29/10	6353	Sam's Club	Building Supplies - Maint. Fac.	(127.04)
10/29/10	6354	Todd's Services, Inc. (TSI)	Sprinkler System Winterization	(165.00)
10/31/10	EFT	Magic-Wrighter	Credit Card Fees - 10/10	(71.00)
11/8/10	EFT	Superior Twp. Payroll Fund	Payroll - 11/10/10	(18,775.24)
11/9/10	6355	Superior Twp. General Fund	Accountant - 11/10	(166.67)
11/9/10	6356	AI's Cleaning Service	Cleaning - Adm. Bldg. - 10/10 (4 wks. ) + Const. Cleaning	(290.00)
11/9/10	6357	Ann Arbor Cleaning Supply Co.	Cleaning Supplies	(48.83)
11/9/10	6358	Answering Service, Inc.	Answering Service - 11/10	(112.00)
11/9/10	6359	Cavalier Telephone	Phones - Maint. Fac. - 11/10	(208.59)
11/9/10	6360	Chet's Rent-All	Truck Rental for Office Move	(72.94)
11/9/10	6361	Comcast	Internet - Adm. Bldg. - 11/10	(63.95)
11/9/10	6362	Congdon's Ace Hardware	Misc. Shop Supplies	(54.00)
11/9/10	6363	DTE	Various Gas & Elect. - 10/10	(278.51)
11/9/10	6364	Jack Doheny Supplies	Repair to Sewer Cam	(371.74)
11/9/10	6365	Rick E. Church	Mileage - 10/01 - 11/02/10	(130.00)
11/9/10	6366	Staples Business Advantage	Office Supplies	(161.93)
11/9/10	6367	Staples Credit Plan	Office Supplies	(382.18)
11/9/10	6368	State of Michigan-MDEQ	Comm. Pub. Water Supp. Ann. Fee - 2011	(4,274.43)
11/9/10	6369	Tyler Technologies, Inc.	Ntl. Conference - Rivis	(150.00)
11/9/10	6370	Wolverine Rental	Controller for Snow Plow	(460.60)
11/9/10	6371	Diana Rivis - Petty Cash	Recon. of 11/09/10	(80.49)
11/10/10	EFT	Magic-Wrighter	Monthly Fee - 10/10	(31.56)
Total 101 - O&M Checking - Chase				(193,506.84)
Total 100 - CASH - O&M				(193,506.84)

# Superior Township Utility Department

8:22 AM  
 11/09/10  
 Accrual Basis

Check Register  
 October 19 through November 15, 2010

Date	Num	Name	Memo	Amount
120		CASH - CAPITAL RESERVE		(1,445.75)
125		Cap. Res. Checking - Chase		(1,445.75)
11/9/10	367	OHM Engineering Advisors	ECBG Grant - Administration	(1,445.75)
		Total 125 · Cap. Res. Checking - Chase		(1,445.75)
		Total 120 · CASH - CAPITAL RESERVE		(194,952.59)
		TOTAL		<u>(194,952.59)</u>

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

William McFarlane  
Township Supervisor

November 9, 2010

**FYI**

**M E M O R A N D U M**

TO: Dixboro Design Review Board  
FROM: William McFarlane, Superior Township Supervisor  
RE: Plymouth Rd. and Cherry Hill Rd. Public Input Hearings

The Washtenaw County Road Commission will schedule a public input hearing for the proposed improvements to Cherry Hill and Plymouth Roads in January 2011. It will likely be Thursday, January 13 or Thursday, January 20.

I will notify the Dixboro Design Review Board of the hearing date as soon as it is set.

Thank you.

FYI

**William McFarlane**

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**From:** Dan Moody [Moodyd@ewashtenaw.org]  
**Sent:** Thursday, October 21, 2010 9:45 AM  
**To:** William McFarlane; Brenda McKinney  
**Cc:** Jeff Krcmarik  
**Subject:** EMU Washtenaw County Clean Up

FYI

Dear Bill McFarlane,

The total car count from last Sat. at EMU was 489. We took in \$2300 in cash donations. I am now compiling the survey data and will be receiving the materials collected volume data from the contractors in the next (2) weeks or so. Once I get all the data points, I will compile a "Event Report" for you and our other partners.

On behalf of the entire Washtenaw County Solid waste Division, I would like to "thank you", Brenda and the Superior Township Board for your sponsorship and active volunteerism to really make this event a success. If you have any questions and / or comments, please do not hesitate to contact me. "Best Regards,"-Dan Moody, R.S.

Daniel M. Moody, R.S.  
Washtenaw County Solid Waste Coordinator  
734-222-3827  
Moodyd@ewashtenaw.org  
<http://recycle.Ewashtenaw.org>



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

ROBERT J. KLEINE  
STATE TREASURER

**BULLETIN NO. 16 of 2010**  
**INFLATION RATE**  
**OCTOBER 26, 2010**

**TO: Assessors  
Equalization Directors**

**FYI**

**FROM: State Tax Commission**

**RE: Inflation Rate Multiplier for use in the 2011 capped value formula and the  
2011 "Headlee" Millage Reduction Fraction (MRF) formula**

**Note:** The Calculation of the Inflation Rate Multiplier is set in statute. MCL 211.34d states:

(l) "Inflation rate" means the ratio of the general price level for the state fiscal year ending in the calendar year immediately preceding the current year divided by the general price level for the state fiscal year ending in the calendar year before the year immediately preceding the current year.

(f) "General price level" means the annual average of the 12 monthly values for the United States consumer price index for all urban consumers as defined and officially reported by the United States department of labor, bureau of labor statistics.

Based on this statutory requirement, the calculation for 2011 is as follows:

1. The 12 monthly values for October 2008 through September 2008 are averaged.
2. The 12 monthly values for October 2009 through September 2010 are averaged.
3. The ratio is calculated by dividing the average of column 2 by the average of column 1.

The specific numbers from the US Department of Labor, Bureau of Labor Statistics are as follows:

Oct-08	216.573	Oct-09	216.177
Nov-08	212.425	Nov-09	216.330
Dec-08	210.228	Dec-09	215.949
Jan-09	211.143	Jan-10	216.687
Feb-09	212.193	Feb-10	216.741
Mar-09	212.709	Mar-10	217.631
Apr-09	213.240	Apr-10	218.009
May-09	213.856	May-10	218.178
Jun-09	215.693	Jun-10	217.965
Jul-09	215.351	Jul-10	218.011
Aug-09	215.834	Aug-10	218.312
Sep-09	215.969	Sep-10	218.439
<b>Average</b>	<b>213.768</b>		

Ratio           **1.017**  
% Change       **1.7%**

Local units cannot develop or adopt or use an inflation rate multiplier other than 1.017 in 2011. It is not acceptable for Local units to indicate to taxpayers that you do not know how the multiplier is developed.

➤ **Inflation Rate Multiplier Used in the 2011 Capped Value Formula**

FYI

The inflation rate, expressed as a multiplier, to be used in the 2011 Capped Value Formula is 1.017.

The 2011 Capped Value Formula is as follows:

$$2011 \text{ CAPPED VALUE} = (2010 \text{ Taxable Value} - \text{LOSSES}) \times 1.017 + \text{ADDITIONS}$$

The formula above does not include 1.05 because the inflation rate multiplier of 1.017 is lower than 1.05.

➤ **Inflation Rate Multiplier Used in 2011 "Headlee" Calculations**

The inflation rate multiplier of 1.017 shall ALSO be used in the calculation of the 2011 "Headlee" Millage Reduction Fraction required by Michigan Compiled Law (MCL) 211.34d. The formula for calculating the 2010 "Headlee" Millage Reduction Fraction (MRF) is as follows:

$$2011 \text{ MRF} = \frac{(2010 \text{ Taxable Value} - \text{LOSSES}) \times 1.017}{2011 \text{ Taxable Value} - \text{ADDITIONS}}$$

- The following is a listing of the inflation rate multipliers used in the Capped Value and "Headlee" calculations since the start of Proposal A:

1995	1.026
1996	1.028
1997	1.028
1998	1.027
1999	1.016
2000	1.019
2001	1.032
2002	1.032
2003	1.015
2004	1.023
2005	1.023
2006	1.033
2007	1.037
2008	1.023
2009	1.044
2010	.997
2011	1.017



MICHIGAN TOWNSHIPS ASSOCIATION

FYI

November 3, 2010

Dear MTA Member Township:

In a weak economy, it makes sense for your association to offer programs and services to help your township operate more efficiently and reduce costs. A key way to save Michigan townships *millions of dollars* is by offering an innovative workers' compensation program—one governed by township officials that lowers the cost of coverage, with reliable and predictable rates for the long term.

At its meeting in October, the MTA Board of Directors authorized the creation of the **MTA Workers' Compensation Self-Insurance Fund (MTA/WCSIF)**. The plan will be insured by Michigan-based Citizens Management, Inc., a trusted and financially sound company with an outstanding history of providing affordable group insurance, effective claims handling, and industry-specific loss control and safety services. The Michigan Townships Association will coordinate program oversight and administration for the benefit of MTA members, including the return of premiums through dividends as the program grows.

We cannot move forward on this new initiative without the support of our members—townships that want to take control of their workers' compensation costs. To meet State of Michigan requirements and be operational in January, the MTA/WCSIF must demonstrate strong interest and commitment from its members. If your township is ready to start saving money, **we invite you to forward your declaration statements (typically the first four pages of your workers' compensation policy) to our member services coordinator, Tom Parks, via e-mail: [tom.parks@michigantownships.org](mailto:tom.parks@michigantownships.org) or fax 517.321.8908, to receive a complimentary, no-obligation quote from MTA.**

It is important NOT to automatically renew your current workers' compensation policy or to be led astray by agents who may promise a greatly reduced premium for one year or who try to steer you to another program that pays higher agent commissions.

This is a great opportunity for your township—one that will benefit both the Association and your residents who expect their elected officials to reduce costs and increase efficiencies.

Sincerely,

G. Lawrence Merrill  
Executive Director

SERVING 1,240 TOWNSHIPS AND 6,500 OFFICIALS

# Announcing a new service from your Michigan Townships Association ...

... that could save your township hundreds—even thousands—of dollars every year on workers' compensation insurance!

FYI

The MTA Board of Directors has authorized the creation of the MTA Workers' Compensation Self-Insurance Fund (MTA/WCSIF) to lower the cost of workers' compensation coverage as an MTA member benefit. The MTA program is similar to other self-insurance groups that have saved their members millions of dollars on their workers' compensation premiums. It is time townships enjoyed these savings, too!



The MTA workers' compensation program will be governed by township officials, just like other self-insurance programs to which many townships belong, and is subject to approval and oversight by the State of Michigan.

The MTA program can save your township money because:

- Its mission is to provide workers' compensation at the lowest cost possible, with dependable and stable rates.
- As the program grows, it can return premiums to members through dividends.
- MTA will coordinate program oversight and administration for the benefit of MTA members.
- The program will actively work with you to reduce employee work-related injuries.
- Participation in MTA's workers' compensation program benefits your township and MTA.
- Excess insurance will be provided by Citizens Insurance Company of America, with claims handling by Citizens Management Inc. based in Howell, MI, a trusted and financially sound company with an outstanding history of providing affordable workers' compensation group excess insurance and claims management.

For details or to receive a free, no-obligation quote, call MTA at (517) 321-6467.

MTA/WCSIF

MTA Workers' Compensation Self-Insurance Fund

Why YOUR township belongs in...

FYI

## The Michigan Townships Association Workers' Compensation Self-Insurance Fund

- Operates to serve the needs of townships
- Governed by a Board of Trustees comprised of Michigan township officials
- Regulated by the State of Michigan's Workers' Compensation Agency
- Workers' compensation self-insurance has provided reliable coverage in Michigan since 1974
- All of the other Michigan local government associations—cities, counties, road commissions, school districts—provide workers' compensation self-insurance, demonstrating self-insurance works for public entities
- Returns excess premium through potential dividends (dividends average 33% of premium in other funds)
- Excess insurance provided by Citizens Insurance Company of America, with claims handling by Citizens Management Inc. based in Howell, MI
- Professional administration by Mourer Foster Administrative Services based in Lansing, MI
- Oversight and support from the Michigan Townships Association
- Ongoing loss prevention programs
- Low cost administration means lower premiums for townships
- Conservative but fair underwriting of all township employee positions
- A close relationship between MTA/WCSIF and MTA will strengthen both entities, to the benefit of their mutual members

For details or to receive a free, no-obligation quote, call MTA at (517) 321-6467.

517 MTA/WCSIF

MTA Workers' Compensation Self-Insurance Fund



*Thanks for your support! We're renovating 14 homes this year!*  
*Paul Stanton*

170 April Dr Ste A  
 Ann Arbor MI 48103  
 (734) 677-1558  
 Fax (734) 677-1572  
 www.h4h.org

November 2010

Dear William,

Happy Holidays! This year, my family and I have something very special to celebrate, and **we have you to thank!** This fall, I was able to pay off the mortgage on my Habitat home – something I could not have accomplished without Habitat and supporters like you.

**Building Homes... Changing Lives**



**Here I am with two of my beautiful grandbabies in front of my Habltat home.**

*Before we purchased our Habitat home in Ypsilanti 18 years ago, life was harder. We lived in a small apartment with our growing family. My eight children had no yard to play in, and I did not feel safe letting them out of my sight. As my children grew, we felt mare and more crowded. My family needed and craved space, a safe environment, and a home to call our own.*

When I found out about the local Habitat for Humanity program from a friend at church, our lives changed. We worked hundreds of hours of sweat equity on our home and other Habitat homes with dedicated volunteers. I was deeply touched to see so many people from the community give of their time and resources to help my family – and other families like ours – achieve the dream of owning a home.

*Our home felt right as soon as we walked in. We did not know that all of our dreams would come to fruition here, that despite the inevitable skinned knees and broken hearts of growing up, our lives here would be happier than we'd ever known.*

Habitat gave our family hope – practical hope—through homeownership. Without the countless numbers of volunteers and financial supporters that made my home possible for my family, we would have had to stay in that crowded apartment, and never felt the happiness we've had here.

*Who would have known that we'd experienced the joy of coming home to a secure place that was ours. That first love, first school dances, first days of school, would be cherished here. That babies would be born and raised. That Christmas dinners and Thanksgiving holidays would be celebrated here. And ta think it all started with one house, that become a home, for us. That was the house that Habitat built.*

Please join me in continuing to give back to Habitat, and help other children grow up somewhere where they belong. Use the enclosed reply card and envelope and give what you can. Whatever the amount, there's a family, a child, whose direction in life will be improved because of your support to the local Habitat mission.

Sincerely,

Mary Griggs  
 Proud Habitat Homeowner

***P.S. People who come to Habltat aren't asking for a handout. They are asking for help to build a better future – to build our neighborhoods into something our community can be proud of.***