

**CHARTER TOWNSHIP OF SUPERIOR
REGULAR BOARD MEETING
SUPERIOR CHARTER TOWNSHIP HALL
3040 N. PROSPECT, YPSILANTI, MI 48198
MAY 20, 2013
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 April 15, 2013
6. CITIZEN PARTICIPATION
 - a. Ken Palka, PHIP CPA's Township Annual Audit for FY 2012
7. REPORTS
 - a. Supervisor
 - b. Departmental Reports: Building Department, Fire Department, Hospital False Alarm Report, Fire Marshall, Ordinance Officer, Park Commission Minutes, Sheriff's Report
8. COMMUNICATIONS
 - a. Letter from Mr. Jerry Vorva
8. UNFINISHED BUSINESS
 - a. Ordinance No. 186, Traffic and Vehicle Code, Second Reading and Adoption (See April 15, 2013 Minutes, No Changes)
9. NEW BUSINESS
 - a. Woodlands at Geddes Glen Development Agreement
 - b. Hyundai Electrical Substation Development Agreement III
 - c. Resolution 2013-15, Fire Department's Purchase of 4 wheel ATV
 - d. Resolution 2013-16, Fire Department's Purchase of Overhead Garage Doors for Fire Station No. 2
 - e. Superior Township Road Improvement Projects for 2013
 - f. Policy on Purchasing Fuel and Using Township Fuel Depots
 - g. Policy on Implementing Water/Sewer Rate Increases
 - h. Award Bid for Sidewalk Repair
 - i. Letter of Understanding, Superior Township and Fire Fighters Union Local 3297, MERS HCSP
 - j. Letter of Understanding, Superior Township and Fire Fighters Union Local 3297, Health Care Insurance Plan
 - k. Additions and Corrections to the Personnel Manual for Non-Union Employees
 - l. Ann Arbor and Ypsilanti Chamber Dues for 2013-2014

m. Budget Amendments

11. PAYMENT OF BILLS
12. PLEAS AND PETITIONS
13. ADJOURNMENT

David Phillips, Clerk 3040 N. Prospect, Ypsilanti, MI 48198
Telephone: 734-482-6099; Email: davidphillips@superior-twp.org

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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor William McFarlane at 7:30 p.m. on April 15, 2013, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

The members present were William McFarlane, David Phillips, Nancy Caviston, Lisa Lewis and Alex Williams. Treasurer Brenda McKinney and Trustee Rodrick Green were absent.

4. ADOPTION OF AGENDA

It was moved by Caviston, seconded by Lewis, to adopt the agenda with addition of Transient and Amusement Enterprises Activity Permit Application for the Dixboro Farmers' Market 2013 as item (i.) and Approval of Road Improvement Projects 2013 as item (j.) under New Business.

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF MARCH 18, 2013

It was moved by Caviston, seconded by Williams to approve the minutes of the regular Board meeting of March 18, 2013, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. ANNUAL MEETING WITH THE WASHTENAW COUNTY ROAD COMMISSION

Washtenaw County Road Commission staff members made a presentation about proposed road improvement projects in the Township in 2013. Road Commissioners Fred Veigel and Douglas Fuller were also present. The Township is budgeting \$300,000, the Road Commission is providing \$32,061 in matching funds and there is a Community Development Block Grant in the amount of \$21,936 for a total of \$353,997 for road projects in 2013. Members of the audience complained about the condition of Vorhies and Warren Roads. Supervisor McFarlane explained that it is not possible to make all of the improvements contained in the Road Commission's report but the \$353,997 is more than the Township usually spends on roads and the Board will

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attempt to make improvements to roads in the Township in an equitable manner so that all areas of the Township receive a fair share of the spending.

B. CITIZEN COMMENTS

There were none.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following; Fire Chief Jim Roberts reports that the new Burning Ordinance is working fine and the Fire Department has expanded automatic mutual aid agreements with Ann Arbor Township and Ypsilanti Township, which are also both working well. The Superior Township Green Fair is scheduled for Saturday, June 15, 2013, 11:30 a.m. to 2:00 p.m. at Harris and MacArthur Boulevard. Diana Ravis is retiring from the Utility Department. Her replacement and the related staff reorganization are working very well. At the next Board meeting of May 20, 2013, the Auditor will make a presentation to the Board. Auditor Ken Palka sent a letter which indicates the Township is in good financial shape and there are no major issues which need addressing prior to the May 20, 2013 meeting. The Township is negotiating a new 30 year contract with YCUA. The current contract with YCUA expired October 2012. The Township has been allowed to continue service under the old contract until the new contract is resolved. The Township is having a meeting with the developers of Rock Ridge Estates. Rock Ridge is proposing to construct 1200 new homes on about 500 acres north of Superior Road which is proposed to be served by a private waste water treatment system. Key Bank is closing the ATM machine located at the Utility Department Administrative building. Treasurer McKinney is contacting other banks to determine if they are interested in installing and operating an ATM machine at that site.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHALL, HOSPITAL FALSE FIRE ALARM, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF'S REPORT, ZONING REPORT

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

The motion carried by a voice vote.

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C. FINANCIAL REPORTS ALL FUNDS, PERIOD ENDING DECEMBER 31, 2012, AFTER AUDIT

Accountant Susan Mumm was present. She indicated that the reserve funds for all funds were adequate. The General Fund had a net operating gain of \$154,649.68 in 2012. Several general ledger accountants were renamed to more accurately reflect they were restricted. Board members had several comments and questions about various accounts.

It was moved by Caviston, seconded by Williams, that the Superior Township Board receive the Financial Reports for All Funds for the period ending December 31, 2012, After Audit.

The motion carried by a voice vote.

8. COMMUNICATIONS

A. KEN PALKA, PHP CPA'S TOWNSHIP'S FY 2012 AUDIT

In a letter dated April 9, 2013, Ken Palka, of PHP CPA's indicated the Township was in very good financial shape and there were no major issues which need addressing prior to the May 21, 2013 Board meeting. He will present the audit to the Board at the May 21, 2013 meeting.

It was moved by Caviston, seconded by Williams, for the Board to accept the communication from Ken Palka, PHP CPA's regarding the Township's 2012 Audit.

The motion carried by a unanimous voice vote.

9. UNFINISHED BUSINESS

There was no unfinished business.

10. NEW BUSINESS

A. ORDINANCE NO. 186, TRAFFIC AND VEHICLE CODE ORDINANCE, FIRST READING

Supervisor McFarlane explained that the Township Attorney recommended the adoption of the following ordinance. It provides for the Township's adoption by reference of the Uniform Traffic Code for Michigan Cities, Township's and Villages, contains language that allows the Township to prosecute "Super Drunk" violations and it also adopts by reference other State Laws related to the operation of motor vehicles.

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It was moved by Lewis, seconded by Phillips, for the Board to approve the following ordinance for first reading:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE NO. 186

TRAFFIC AND VEHICLE CODE ORDINANCE

**THE CHARTER TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN,
ORDAINS:**

Section 186.01 Purpose

An Ordinance enacted pursuant to MCL 257.951 to 257.955 and MCL 42.15, 42.23 and 41.181 to adopt by reference the Uniform Traffic Code for Michigan Cities, Townships and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, et seq.) and made effective October 30, 2002, and to adopt by reference certain state laws; and to repeal all ordinances or parts of ordinances in conflict herewith.

Section 186.02. Title

This Ordinance and the provisions of the Uniform Traffic Code and state laws adopted by reference herein shall be collectively known and may be cited as the "Charter Township of Superior Traffic and Vehicle Code Ordinance".

Section 186.03. Adoption of Uniform Traffic Code By Reference

The Uniform Traffic Code for Cities, Townships, and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, et seq.) and made effective October 30, 2002, is hereby adopted by reference. All references in said Uniform Traffic Code to a "governmental unit" shall mean the Charter Township of Superior.

Section 186.04. Adoption of Provisions of Michigan Vehicle Code By Reference

The following provisions of the Michigan Vehicle Code, 1949 Public Act 300 of 1949, as amended (MCL 257.1, et seq.) are hereby adopted by reference:

1. Chapter I (Words and Phrases Defined): MCLs 257.1 to 257.82
2. Chapter II (Administration, Registration): MCLs 257.225, 257.228, 257.243, 257.244,

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257.255, and 257.256.

3. Chapter III (Operator's and Chauffeur's License): MCLs 257.301, 257.310c, 257.311, 257.312a, 257.324, 257.325, 257.326, and 257.328.
4. Chapter VI (Obedience to and Effect of Traffic Laws): MCLs 257.601 to 257.601b, 257.602 to 257.606, 257.611 to 257.616, 257.617a to 257.622, 257.624a to 257.624b, 257.625 (except felony provisions), 257.625a, 257.625m, 257.626 to 257.626b, 257.627 to 257.627b, 257.628, 257.629b, 257.631 to 257.632, 257.634 to 257.645, 257.647 to 257.655, 257.656 to 257.662, 257.667 to 257.675d, 257.676 to 257.682b, 257.683 to 257.710e, 257.716 to 257.724.
5. Chapter VIII (License Offenses): MCLs 257.904 to 257.904a, 257.904c, 257.905.

Section 186.05. Adoption of Other State Laws By Reference

The following provisions of state law are hereby adopted by reference:

1. Section 3102 of the Michigan Insurance Code of 1956, 1956 Public Act 218, as amended presently and hereafter, pertaining to required insurance (MCL 500.3102).
2. Subchapter 6 of Part 811 of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended presently and hereafter, pertaining to off-road vehicles (MCL 324.81101-324.81147).
3. Part 821 of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended presently and hereafter, pertaining to snowmobiles (MCL 324.82101-324.82158).
4. Section 703 of the Michigan Liquor Control Act, 1998 Public Act 58, as amended presently and hereafter, pertaining to minors and alcoholic liquor (MCL 436.1703)

Section 186.06. Penalties

1. Except for violations of MCL 257.625(1)(c), the penalties provided by the Uniform Traffic Code and the provisions of the state laws hereinabove adopted by reference are hereby adopted as the penalties for violations of the corresponding provisions of this Ordinance.
2. Pursuant to MCL 42.21(5) violations of MCL 257.625(1)(c) are a misdemeanor punishable by 1 or more of the following:
 - (a) Community service for not more than 360 hours.

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- (b) Imprisonment for not more than 180 days.
- (c) A fine of \$700.00.

Section 186.07. Severability

If a court of competent jurisdiction declares any provision of this Ordinance or the Uniform Traffic Code or a statutory provision adopted by reference herein to be unenforceable, in whole or in part, such declaration shall only affect the provision held to be unenforceable and shall not affect any other part or provision; provided that if a court of competent jurisdiction declares a penalty provision to exceed the authority of the Township, the penalty shall be construed as the maximum penalty that is determined by the court to be within the authority of the Township to impose.

Section 186.08. Repeal of Conflicting Ordinances

This ordinance shall take effect upon publication as required by law. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed; including without limitation, the following ordinances of Superior Township:

Ordinance 45 adopted September 19, 1977
Ordinance 66 adopted July 31, 1979
Ordinance 72 adopted August 17, 1981
Ordinance 78 adopted March 21, 1983
Ordinance 120 adopted October 4, 1993
Ordinance 132 adopted August 7, 1994
Ordinance 149 adopted November 1, 1999
Ordinance 158 adopted November 6, 2003

provided that any violation charged before the effective date of this Ordinance under an Ordinance provision repealed by this Ordinance shall continue under the Ordinance provision then in effect.

Section 186.09. Effective Date

This ordinance shall take effect upon publication as required by law.

Ayes: McFarlane, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: McKinney, Green

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The motion carried.

**B. TRANSIENT AND AMUSEMENT ENTERPRISES ACTIVITY PERMIT
APPLICATION FOR THE DIXBORO FAIR, AUGUST 3, 2013**

The Dixboro United Methodist Church has applied to the Township Building Department for permission on conduct their annual Dixboro Fair. The event is scheduled for August 3, 2013 and will include the same layout, activities and events as previous years. Section 6.05 of the Superior Township Zoning Ordinance requires the application be forwarded to the Township Board for review and acceptance.

It was moved by Lewis, seconded by Caviston, that the Superior Township Board accept the application for the Dixboro Fair to be held on August 3, 2013.

The motion carried by unanimous voice vote.

**C. UTILITY DEPARTMENT, CREDIT BALANCE REIMBURSEMENT TO
CUSTOMER**

Rick Church, Superior Township Utility Director, indicated in a letter dated April 11, 2013 that a customer had a credit balance of \$1,288.51 and he was requesting the Utility Department send him a check for the over payment. The customer had made online payments through his bank when nothing was owed on the account. The customer created the same situation in May 2012. Mr. Church requested the Board approve reimbursing the customer. He also requested the Board support notifying the customer that future over payments will be held by the Utility Department to offset his outstanding water/sewer bills and will not be reimbursed to him via a check.

It was moved by Lewis, seconded by Phillips, for the Board to approve the Utility Department to refund A. Haggerty \$1,288.51 for over payment of his water and sewer bill and also to support the Utility Department to notify Mr. Haggerty that future overpayments on his account will not be refunded but will be held to reimburse future water and sewer bills.

The motion carried by unanimous voice vote.

**D. SUPERIOR TOWNSHIP AND WOODSIDE VILLAGE, AMENDED AND
RESTATED DEVELOPMENT AGREEMENT**

Clerk David Phillips explained to the Board that in 2009 Lombardo met with the Township to discuss obtaining a reduction in the \$1.6 million in sureties in place on Woodside Village. After

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extensive negotiations between the Township and Lombardo, it was agreed to grant them a reduction if they completed numerous improvements to the development. 40 homes had been completed on the site. The site was approved for 175 homes. Due to the collapse of the economy, the building of new homes on the site had stalled and it did not appear that construction would resume in the foreseeable future. The Township requested that the final wear course of asphalt be installed on the streets, the mailboxes be relocated to a permanent location, all debris be removed from the site, sidewalk be installed along Scarlet Oak, the permanent groundwater depression be inspected and certified as working correctly, the public park either be fenced-in or moved to inside of the development and closed to the public and other grading and utility improvements. Lombardo completed all of the items requested. This necessitates amending the Development Agreement, the Consent Judgment and the Master Deed and By-Laws. The amendments to the Development agreement include cost-sharing by the developer on costs related to the maintenance and operation of common elements of the site, requirements related to the new reduced sureties, requirements related to beginning construction of Phase 2 of the development and other issues. The developer and the homeowner's association have already approved the documents. The Township's attorney has approved the documents.

It was moved by Phillips, seconded by Lewis, for the Board to approve the following Development Agreement, Superior Charter Township Amended and Restated Development Agreement and to authorize the Supervisor to sign the document.

**See Attached SUPERIOR CHARTER TOWNSHIP AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

Ayes: Phillips, Caviston, Lewis, Williams, McFarlane

Nays: None

Absent: McKinney, Green

The motion carried.

**E. SUPERIOR TOWNSHIP AND MOCERI AND LOMBARDO OF SUPERIOR L.L.C.
FIRST AMENDMENT TO THE CONSENT JUDGMENT**

As indicated in agenda item D. above, negotiated changes to the Woodside Village Development Agreement necessitated changes to the condominium documents. The Consent Judgment was amended to reflect the change in the Area Plan. It was amended to show the relocation of the Park and it being changed from a public park to a private park for use by residents of Woodside Village. The developer and the homeowner's association have already approved the documents. The Township's attorney has approved the documents

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It was moved by Phillips, seconded by Lewis for the Board to approve the following First Amendment to Consent Judgment and to approve the Supervisor to sign the document.

See attached First Amendment to the Consent Judgment.

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

Nays: None

Absent: McKinney, Green

The motion carried.

F. SECOND AMENDMENT TO MASTER DEED FOR WOODSIDE VILLAGE

As indicated in agenda item D. above, negotiated changes to the Woodside Village Development Agreement necessitated changes to the condominium documents. The Master Deed was amended to reflect the change to various sheets of the Condominium Subdivision Plan, which were changed to show the relocation of the Park. The developer and the homeowner's association have already approved the documents. The Township's attorney has approved the documents

It was moved by Phillips, seconded by Lewis for the Board to approve the following Second Amendment to Master Deed of Woodside and to approve the Supervisor to sign the document.

See attached Second Amendment to the Master Deed of Woodside Village.

Ayes: Phillips, Caviston, Lewis, Williams, McFarlane

Nays: None

Absent: McKinney, Green

The motion carried.

G. AWARD BID TO PAINT THE TOWNSHIP HALL INTERIOR WALLS

Supervisor McFarlane explained that there were areas of the Township Hall that needed painting. He requested that Building Official Rick Mayernik solicit bids from at least painting contractors

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to paint the main hallways and bathrooms of the General Office area and the Boardroom addition. In a Memo dated April 12, 2013, Building Official Rick Mayernik explained that he obtained bids from three painting contractors and he recommended the Board enter into a contract with B/C Painting for the painting work for an amount not to exceed \$5,430.00. B/C Painting completed the original painting on the 2001 Boardroom addition.

It was moved by Caviston, seconded by Lewis, for the Board to approve the contract with B/C Painting to complete painting at a cost not to exceed \$5,430.00, as outlined in B/C Painting's proposal dated April 8, 2013.

The motion carried by a unanimous voice vote.

H. BUDGET AMENDMENTS

It was moved by Phillips, seconded by Caviston, for the Board to approve the following Budget Amendments:

BUDGET AMENDMENTS		APRIL 15, 2013	
FIRE FUND			
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
206-000-590-000	GRANTS	INCREASE	\$ 43,291.00
206-336-980-000	EQUIP OVER \$5,000	\$ 45,791.00	INCREASE
206-336-980-050	EQUIP UNDER \$5,000		\$ 2,500.00
		\$ 45,791.00	\$ 45,791.00

Ayes: McFarlane, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: McKinney, Green

The motion carried .

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I. DIXBORO FARMER'S MARKET

Supervisor McFarlane explained that the Dixboro Village Green, Inc. (DVGI) submitted a request for a Certificate of Zoning Compliance to operate the farmers market on the Village Green of the Dixboro United Methodist Church (DUMC). Their first year of operation was last year and it was very successful. The Township heard of many compliments about the market and has not received any complaints. Since the activity is operated by a non-profit for the purpose of raising funds, the activity is subject to obtaining a certificate of zoning compliance through the Zoning Official. The Board is required to review the application per Section 6.05 of the Zoning Ordinance and to make a finding to accept or reject the application.

It was moved by Caviston, seconded by Lewis for the Township Board to accept the application from Dixboro Village Green, Inc. (DVGI) dated April 12, 2013 to operate the farmers market on the Village Green of the Dixboro United Methodist Church (DUMC).

The motion carried by a unanimous voice vote.

J. 2013 TOWNSHIP FUNDED ROAD PROJECTS

Supervisor McFarlane presented a letter to the Board dated April 15, 2013 in which he outlined the revenue and recommended road projects in the Township for 2013. He indicated that he recommended approving the projects be postponed until the Board's May 20, 2013 meeting so that further information could be obtaining on repairing Vorhies Road and repairing the culvert at Vorhies Road. The Road Commission needs to have the agreement signed by May 24, 2013.

It was moved by Caviston, seconded by Williams, for the Board to approve postponing the road improvement projects in Superior Township in 2013 and the corresponding Agreement with the Washtenaw County Road Commission until the next regular Board meeting of May 20, 2013.

The motion was approved by unanimous voice vote.

11. PAYMENT OF BILLS

It was moved by Caviston, seconded by Green, that the bills be paid as submitted in the following amounts: Utilities - \$4,875.00 for a total of \$4,875.00. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

12. PLEAS AND PETITION

Nancy Caviston inquired about when the next edition of the Superior Scenes would be mailed. Supervisor McFarlane and Clerk Phillips explained that during recent discussions, it was felt that

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there was not much news to report to the residents. It was felt that in order to save money, the Township could mail out a one-page, two-sided, News You Can Use, which would include information on the Green Fair, Parks summer programs and a few other items. There was also discussion about forwarding the newsletter via email.

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13. ADJOURNMENT

It was moved by Caviston, seconded by Williams, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:25 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor

**SUPERIOR CHARTER TOWNSHIP
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

Woodside Village - A Site Condominium Development

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2013, by and between **Moceri & Lombardo of Superior LLC**, a Michigan limited liability company, formerly known as East Course I, L.L.C., whose address is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), the **Woodside Village of Superior Township Condominium Association**, whose address is 850 N. Crooks Road Suite 110, Clawson, MI 48017 and the **Charter Township of Superior**, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township").

RECITALS:

A. WHEREAS, the Developer has developed and is developing a certain parcel of real property comprising 66.73 acres, more or less, as a site condominium development of single family homes; said parcel of land being located in the Charter Township of Superior, Washtenaw County, Michigan, to the south of Geddes Road in the southwest quarter of Section 36. The aforesaid 66.73 acre parcel is legally described in **Exhibit "A"**, which is attached hereto and made a part of this Agreement. The condominium development (the "Development") that is being developed on the land described in **Exhibit "A"** is known as "Woodside Village", and is being developed pursuant to a certain "Consent Judgment" (as defined in Recital O below) entered into between the Developer and the Township. The Development will include 175 site condominium units.

B. WHEREAS, the Developer has developed and is developing the residential condominium development pursuant to the Superior Township Zoning Ordinance No. 134, as amended, and in accordance with the Michigan Condominium Act (Act 59, Public Acts 1978), as amended, and in accordance with the Consent Judgment.

C. WHEREAS, the Developer has built and will continue to build all necessary on-site infrastructure for the Development, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs and gutters and detention facilities, as more fully set forth in the Consent Judgment.

D. WHEREAS, the Developer has installed and will continue to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or any site

condominium unit within the Development from an increase in the flow of storm water or decrease in water quality of storm water from the Development, as more fully set forth in the final engineering plans approved by the Township.

E. WHEREAS, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval for the Development and permits that may have been issued by appropriate governmental review agencies for the Development.

F. WHEREAS, on May 26, 2004, a Consent Judgment was entered in the Circuit Court of the County of Washtenaw, State of Michigan in the matter entitled *RRI East Course 1, LLC, et al. v. Superior Charter Township*, Case No. 87-32972, Hon. Donald E. Shelton, which Consent Judgment was recorded in Liber 4396, Page 77, Washtenaw County Records (the "Original Consent Judgment"), permitting the Developer to develop either a Multi-Family Plan or a Single Family Plan under the Planned Community (PC) District (Section 4.22) and generally in accordance with the density, setback and other requirements of the R-7 District (Section 4.14) of the Township's Zoning Ordinance. The Original Consent Judgment further stated that if the Developer develops the Single Family Plan, it shall contain an allowed density of One Hundred Seventy Five (175) unit single-family site condominium development consistent with the single family alternative depicted in the Area Plan attached to the Original Consent Judgment under the Planned Community (PC) District (Section 4.22).

G. WHEREAS, the Original Consent Judgment states that the homes constructed pursuant to the Single Family Plan shall have at least 50% brick facades, or in lieu of brick, can be constructed of so-called "James Hardie Siding" in combination with other materials allowed under applicable Township ordinances and building codes.

H. WHEREAS, on July 28, 2004, the Superior Charter Township Planning Commission approved the Preliminary Site Plan for a One Hundred Seventy Five (175) unit single-family site condominium development on the land described in Exhibit "A".

I. WHEREAS, on September 22, 2004, the Township's Planning Commission passed a motion approving the Final Site Plan dated August 4, 2004, for the Development conditioned upon the Developer addressing certain items in connection with final engineering approval. The Township Planning Commission also passed motions approving minor changes to the Final Site Plan on March 22, 2006 and April 25, 2007 to allow for additional and supplemental screening along the south property line as depicted in Exhibit "C" (the "Original Final Site Plan").

J. WHEREAS, the approved final site plan for the Development, as modified as described herein, is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development.

K. WHEREAS, pursuant to Section 10.04(F) of the Township's Zoning Ordinance, a Development Agreement dated December 9, 2004 and recorded in Liber 4461, Page 291, Washtenaw County Records, was entered into between the Developer and the Township in connection with the final site plan approval of the Development (the "Initial Development Agreement"), which agreement is binding upon the Township, the Developer and the owners of

the site and their successors and assigns, including, without limitation, the owners of individual condominium units within the Development.

L. WHEREAS, such Initial Development Agreement was amended, restated and superseded in its entirety by a First Amendment to the Development Agreement dated July 2, 2007 and recorded in Liber 4633, Page 755, Washtenaw County Records, which First Amendment was amended by a Second Amendment to the Development Agreement dated January 23, 2008 and recorded in Liber 4662, Page 834, Washtenaw County Records (such First Amendment to the Development Agreement, as so amended, is referred to herein as the "Original Development Agreement").

M. WHEREAS, the Developer, pursuant to the Original Consent Judgment and as depicted on the Original Final Site Plan, built a tot lot playground and parking for use by the general public on Ridge Road, which tot lot playground and parking have been maintained by the Woodside Village of Superior Township Condominium Association (the "Association").

N. WHEREAS, the Developer has built a six (6) foot open space wood chip path from the Ridge Road tot lot to Crab Apple Court which will remain. The balance of the onsite pathway consists of asphalt material through the Development for public access as depicted on the Final Site Plan.

O. WHEREAS, the Developer and Township have agreed to amend the Original Consent Judgment (the Original Consent Judgment, as so amended, is referred to herein as the "Consent Judgment") to provide for the relocation of the tot lot playground to another location within the Development and to limit the use of the tot lot playground to occupants of dwellings located within the Development and their invitees.

P. WHEREAS, the Original Final Site Plan was modified, with the Township's approval, to reflect such relocation of the tot lot playground.

Q. WHEREAS, the Developer and Township desire to amend and restate the Original Development Agreement to, among other things, further address the relocation of the tot lot playground and to reduce the amount of the various letters of credit, bonds and/or other security provided for in the Original Development Agreement to reflect improvements and other work previously performed with respect to phase one of the Development and to defer the requirement of any security for phase two of the Development until the commencement of any grading, site work or the issuance of any building permit for any work in phase two of the Development.

R. WHEREAS, as of the date of this Agreement, the Developer has built and sold 41 of the 90 planned Condominium Units in Phase One of the Development and has not yet started work on Phase Two.

S. WHEREAS, the Developer has transferred control of the Association to the non-Developer owners of Units located within Phase One pursuant to the Master Deed and the parties hereto desire to further amend the Original Development Agreement to provide that the Original Development Agreement can only be modified or amended with the consent of the Developer, the Township, the Association, and, if applicable, the Phase Two Association (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the approval of the Developer's final site plan for the Development, the parties hereby amend and restate the Original Development Agreement in its entirety and agree as follows:

ARTICLE I GENERAL TERMS

1.1 Recitals Part of Agreement. The Developer, the Township and the Association acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.

1.2 Zoning District. The Township acknowledges and represents that the Development is zoned PC (Planned Community) and may be developed pursuant to the Consent Judgment and, for purposes of recordation, it shall be referred to as Woodside Village.

1.3 Approval of Final Site Plan. The final site plan for the Development, as modified, with the Township's approval, see attached Exhibit "C" and made a part hereof (the "Final Site Plan"), has been approved pursuant to the authority granted to and vested in the Township pursuant to the Zoning Enabling Act, MCL 125.3101 *et seq.*, as amended.

1.4 Conditions of Final Site Plan Approval. The Developer, the Township and the Association acknowledge that the approved Final Site Plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission pursuant to recommendations by the consultants and departments of the Township.

1.5 Agreement Running with the Land. The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties and their successors and assigns; and may not be modified or rescinded except as provided in Section 3.1 below. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

1.6 Master Deed, By-Laws and Restrictions. The Master Deed and By-Laws for the Development and the restrictions and conditions contained therein have been submitted by the Developer, approved by the Township and recorded with the Washtenaw County Register of Deeds, Liber 4556, Page 829, Condominium Plan No. 521, which included 90 phase one lots, which Master Deed was amended pursuant to a First Amendment to Master Deed recorded with the Washtenaw County Register of Deeds in Liber 4662, Page 835, and as further amended by a Second Amendment to Master Deed which has been approved by the Township and has been or will be recorded with the Washtenaw County Register of Deeds (each of such Master Deed and By-Laws, as amended and described above and as the same may hereafter be amended from time to time with the Township's approval, if required as set forth below, are referred to herein as the "Master Deed" and "By-Laws", respectively). The Township shall retain the right, but shall have no obligation, to enforce certain of the provisions of said documents if the Township

determines enforcement to be necessary in the interests of public health, safety or welfare and if specific enforcement rights are granted to the Township in such documents. Any additional amendments to the aforesaid Master Deed or By-Laws must be approved by the Township in those instances where the provisions of the Master Deed or By-Laws provide for the Township's approval, which approval shall not be unreasonably withheld. Except as otherwise provided for in this agreement, the Association shall be responsible for the maintenance of all site improvements including but not limited to non-motorized trails, open space, storm water management system, sidewalks and private roads, parking lots, tot lots and similar amenities in the Development, all as more fully set forth in the Master Deed and By-Laws, as amended.

Developer shall not be responsible for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract, the land contract purchaser shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Further, for each Unit that the Developer owns in Phase I that does not have a completed residential dwelling, Developer shall pay 1.12% of all maintenance expenses actually incurred by the Association, from time to time for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding funds paid into any reserve, management fees and expenses related to the maintenance, repair and use of Units in the Development that are not owned by Developer. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. For purposes of this Section 1.6, a "Unit" means a site condominium unit that is depicted on the Condominium Subdivision Plan attached to the Master Deed as **Exhibit B**, as the same may be amended from time to time.

The parties acknowledge that as of the date of this Agreement, the Master Deed covers only Phase One of the Development and includes only 90 Units. The Developer no longer has the unilateral right to amend the Master Deed to include phase two of the Development. Such an amendment would require the consent of two-thirds of the votes of owners of Units that are then entitled to vote. As a result, the possibility exists that phase two of the Development may not be able to be added to the condominium project covered by the Master Deed. Notwithstanding anything to the contrary contained in this Agreement, the Developer shall have the right to develop phase two as a separate condominium project pursuant to a Master Deed and By-Laws approved by the Township, which approval may not be unreasonably withheld or delayed. If such a separate condominium project is created, a separate condominium association for such project (the "Phase Two Association") would be created and an agreement shall be entered into by Developer, the Association and the Phase Two Association which provides for reciprocal easements for vehicular and pedestrian ingress and egress, drainage and the PGD (as hereinafter defined), and if necessary, for utilities, an easement for the benefit of Phase Two to install and maintain a sign identifying Phase Two in the entrance area to Phase

One off of Ridge Road, and an easement in favor of the Developer to maintain and install in such entrance area for sale and marketing signs with respect to Phase Two. Subject to the obligations of the Developer in Section 2.7, such agreement shall also provide for cost sharing between Phase One and Two of the costs incurred in maintaining, repairing and replacing Scarlett Oak Drive and the portion of Whispering Willow Circle that is immediately adjacent to Units 87-110 of the Development, the entrance area, any signs within the entrance area that identifies the entire Development, the PGD and the detention ponds located within the Development. Each Phase's proportionate share of such costs would be determined at any point in time by dividing the total number of Completed Units located within such Phase as of such point in time by the total number of Completed Units located within the Development as of such point in time. A "Completed Unit" shall mean a condominium unit or residence for which a certificate of occupancy or the equivalent thereof has been issued by the Township. If such a separate condominium project is created, the Developer, Township, Association and Phase Two Association shall make reasonable modifications to this Agreement to account for such separate condominium project and separate association.

ARTICLE II PROVISIONS REGARDING DEVELOPMENT

2.1 Permitted Principal Uses. The only permitted principal use within the Development shall be detached single-family dwellings, along with any other accessory uses and/or amenities permitted under the Township's ordinances and/or the Consent Judgment.

2.2 Payment of Fees and Invoices. The Developer shall pay all such applicable fees and invoices as may be due and payable prior to the issuance of building permits before any such permits are issued. Construction permit fees for single-family residences and accessory buildings to be constructed within the Units in the Development shall be the responsibility of the party requesting such permits.

2.3 General Common Element Open Space and Park Areas. Each co-owner of a Unit in the Development shall have the non-exclusive right to use open space areas shown on the Final Site Plan for the Development for the purposes provided in this Article II, as more fully set forth in the Master Deed and By-Laws.

2.4 Use of Detention Areas; Use of Open Space and Park Areas. Certain portions of the Development as defined herein are to be used for storm water detention and drainage, recreation, open space, floodplain, and wetland purposes as depicted in the approved drainage plan and/or site plan. Except for sidewalks, landscaping improvements, storm drainage improvements, the tot lot playground and related improvements to be relocated to open space area as more particularly described in Section 2.45 of this Agreement, utilities or other improvements required to be installed by the Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any common element designated on the Final Site Plan as open space area, park area, detention area, wetlands, or wetland mitigation area without the prior approval of the Township as required by Township's Zoning Ordinance or the Master Deed or By-Laws, which approval shall not unreasonably be withheld.

2.5 Letters of Credit for Phase One and Two. Simultaneously herewith, the Developer has delivered to the Township an irrevocable letter of credit in the amount of

\$140,000 issued by _____ naming the Township as the beneficiary thereof (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Phase One Letter of Credit") and the Township has returned to the Developer (a) seven letters of credit in the aggregate amount of \$1,645,500.00 issued by Comerica Bank and that name the Township as the beneficiary thereof, which seven letters of credit were previously furnished by the Developer to the Township pursuant to the Original Development Agreement, and (b) a letter from the Township authorizing Comerica Bank to cancel such seven letters of credit. The amount of the Phase One Letter of Credit was determined based upon the amounts allocated to various aspects of the development of phase one as set forth in Exhibit "B" attached hereto. Prior to the commencement of any grading, site work or the issuance of any building permits for any work in phase two of the Development, the Developer shall deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to phase two of the Development that (i) has been issued by an engineer acceptable to the Developer and Township and (ii) has been approved by the Developer and Township, which approval may not be unreasonably withheld or delayed (the "Phase Two Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Phase Two Letter of Credit"; the Phase One Letter of Credit and the Phase Two Letter of Credit are referred to herein individually as a "Letter of Credit" and collectively as the "Letters of Credit"):

- (A) Maintenance of unsold lots;
- (B) Site improvements to be installed in Phase Two pursuant to the Final Site Plan;
- (C) Installation of underground public utility infrastructure;
- (D) Repairs to underground public utility infrastructure;
- (E) Installation of street trees; and
- (F) Installation of monuments and corner markers.

A Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. A Letter of Credit shall be returned by the Township to the Developer when all of the conditions to its release set forth in Exhibit "B-1" attached hereto have been satisfied. Whenever a Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by the Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for such Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to the Developer the Letter of Credit that is being replaced by such new letter of credit.

2.6 Maintenance of Unsold Units. Except for those items which are or become the responsibility of the Association under this Agreement or the Master Deed, the Developer shall be responsible for maintaining all unsold units and general common elements, in accordance with the provision of paragraph 1.6 herein, in a manner consistent with a residential atmosphere until control is turned over to the Association under the Master Deed and Bylaws. The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer thirty (30) days for the problems to be addressed to the Township's reasonable satisfaction before the Township addresses the problem. Examples of such issues may include, but are not limited to, soil erosion, drainage, grading, vegetation establishment, vegetation management, and any other issues relevant to maintaining a residential atmosphere. Notwithstanding this Section, turf grass, weeds and brush on unsold Units will be maintained and

enforced according to the Township's current ordinance applying to such. Additionally, in emergency conditions where public health, safety, and welfare are of concern shall allow for a shorter requirement to respond, and in critical emergencies, the Township may need to take immediate action after notifying the Developer. If the Developer fails to correct such problems within the required time period, the Township may draw down under the Letters of Credit an amount necessary to pay the out-of-pocket costs incurred by the Township in correcting such problems. The Developer shall receive partial reductions in the amount of a Letter of Credit as individual units within the phase of the Development to which such Letter of Credit pertains receive final certificates of occupancy by providing written notice of completion to the Township. The reduction shall be made annually, and be based on (a) the percentage of units within the phase to which such Letter of Credit pertains that have received final certificates of occupancy (except for those units that have received final certificates of occupancy as of the date of this Agreement) and (b) the portion of such Letter of Credit allocated to the maintenance of unsold units as set forth in **Exhibit "B"** attached hereto in the case of phase one or in the Phase Two Cost Estimate in the case of phase two; provided, however, that any such Letter of Credit shall be reduced by the total amount of the portion of such Letter of Credit allocated to the maintenance of unsold units upon the issuance of final certificates of occupancy for at least 95% of the units located within the phase to which such Letter of Credit pertains.

2.7 Completion of Site Improvements. The Developer has installed and will install certain site improvements as reflected in the approved Final Site Plan of the Development, including, but not be limited to, streets and drives, parking lots, walkways, grading, required landscaping, tot lots, required screens, sidewalks, street lighting, storm drainage systems, and utilities (water and sewer). All site improvements have been separated into two (2) construction phases. Phase two shall be installed, as depicted on the phase plan attached hereto as "**Exhibit D**", in conjunction with the Final Site Plan and approved final engineering plans by not later than the time of application for the building permit for the construction of the 91st home in the Development. Prior to making site improvements to phase two of the Development, the Developer must obtain engineering review and approval from the Township of the portion of the Final Site Plan that applies to phase two and provide the Township with reasonably satisfactory evidence that all required permits and approvals from other governmental authorities for the site improvements to phase two have been obtained and are in effect. The Developer shall receive partial reductions in the amount of a Letter of Credit as improvements within the phase to which such Letter of Credit pertains are completed (except for those improvements completed as of the date of this Agreement) by providing written notice of completion to the Township, as set forth in this Section.

During the construction of site improvements to Phase Two, whenever reasonably possible, all construction traffic shall be routed onto streets within the Development that have not been paved with the final wearing course of asphalt. Upon completion of homes within at least 95% of the units in Phase Two, the Township's Engineer shall evaluate the pavement conditions of all roadways located in Phase One. Any damage to such roadways caused by construction traffic, as determined in the reasonable opinion of the Township Engineer, shall, as reasonably agreed upon by the Developer and Township Engineer, either be repaired, reconstructed or resurfaced by the Developer. Any such repair, reconstruction or resurfacing shall be subject to inspection by the Township Engineer. All out-of-pocket costs incurred by the Township with respect to the foregoing inspections of the roadways in phase one shall be paid by the Developer.

2.8 Responsibility to Preserve, Retain, and Maintain General Common Element Areas. During any period of construction, the Developer shall regularly remove all construction debris and rubbish from the General Common Element areas within the Development, including such General Common Element areas as are to be established as Open Space, Park (including pathways within the Development), and Detention Areas. Subject to that continuing responsibility and the provisions of Section 1.6 herein, the Association shall retain all responsibility to preserve, retain, maintain and keep up the General Common Element areas established as "open space, park and detention" areas and landscaping areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any such portion of the General Common Element areas from and after the date of final acceptance by the Township.

2.9 General Common Element Open Space, Park and Detention Area Rules. The Developer shall be responsible for maintaining the function of and for removing any man-made debris that is deposited in the General Common Element Open Space Areas, Park Areas (including pathways within the Development), and Detention Areas during any period of construction and shall, during construction, maintain the areas to ensure that they are reasonably free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. During any period of construction, Developer shall preserve and retain the General Common Element open space areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site (including the staging of equipment and materials) as identified in the Final Site Plan or the plans and specifications for the site which have been approved by the Township. After the Association becomes responsible for such General Common Element open space, park, and detention areas, following inspection by the Township Engineer, the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of such General Common Element areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of such open space, park, and detention areas.

2.10 Township Right of Enforcement Regarding General Common Element Open Space, Park, and Detention Areas. In the event the Developer or Association fails at any time to preserve, retain, maintain or keep up the General Common Element Open space, park (including pathways within the Development), landscaping, or detention areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the Association setting forth the manner in which the Developer or the Association has failed to maintain or preserve the General Common Element open space, park, and detention areas in accordance with this Agreement. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the General Common Element open space, park, and detention areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element open space, park, and detention areas and perform the required maintenance or otherwise cure the deficiencies. The Township's reasonable cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15%) percent for administrative costs, shall be assessed against the Developer and/or the Association and its members, with a pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

2.11 Storm Water Management. No part of any detention pond area located within the Development shall be allowed to remain in a non-functional and unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets of the five detention basins, including the sediment forebays, standpipes, and storm sewers located within the Development shall be kept functioning as originally designed and approved. Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during any period of construction and following correction of any site improvement deficiencies indicated in the final site plan inspection by the Township Engineer, subject to the provisions of Section 1.6 herein, the Association shall have responsibility to preserve, retain, maintain and keep operational such detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other park/open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied that they are proper and complete.

In the event the Association at any time fails to maintain or preserve such detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Association, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, and in order to prevent the detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, the Township shall have the right, but not the obligation, to enter upon the detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's reasonable cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed against the Association and its members, with a pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

A Permanent Groundwater Depression System ("PGD") designed to perpetually lower the existing groundwater conditions to accommodate the installation and continuous maintenance of basements has been installed. The Developer or the builder of a home within a unit will verify the groundwater elevation at each unit at the time of construction of each home in order to monitor the functionality of the PGD. The Association shall monitor and annually inspect the PGD. Any observed deficiencies shall be investigated and rectified immediately. Copies of the reports shall be submitted to the Township for its files. It has not yet been determined whether the installation of a high water sensor in one of the structures that will alarm a potential failure of the PGD is necessary. If, prior to the issuance of final certificates of occupancy for at least 95% of the units within each of the Phases, it is reasonably determined by the Township and Developer that the installation of such sensor is necessary, the Developer shall promptly thereafter install such sensor in one of the structures. If the Developer fails to install such sensor promptly after such determination has been made, the Township can install such sensor and draw down under the Letters of Credit an amount necessary to pay the out-of-pocket costs incurred by the Township in installing such sensor. The Association is responsible for conducting maintenance and inspections, as outlined on the approved final engineering plans and

Master Deed, as well as any improvements that may be necessary, resulting from said inspections to ensure the functionality of the PGD system.

In the event the Association at any time fails to follow said maintenance and inspection guidelines as set forth above and in the Groundwater Suppression System Description) within thirty (30) days following written notice from the Township, the Township shall have the right, but not the obligation, to enter upon the Development and perform the required activity to cure the deficiencies. The Township's reasonable cost to perform any such maintenance and/or preservation, together with a fifteen percent (15%) surcharge for administrative costs, shall be assessed to the owner of the site (which, in the case of the association, may be deemed to be the members of the association) at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

The Developer has provided the Township with written, recordable easements to all drains and retention/detention basin areas, inlet and outlet areas for monitoring purposes.

2.12 Landscape Plan for Development. The Developer has provided, and the Township has approved, a complete landscape plan for the Development as part of the Final Site Plan, depicting the type, size, and location of landscaping materials including all planned irrigation systems. See attached exhibit G for irrigation plan.

2.13 No Disturbance of Wetlands. No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands.

2.14 Township Wetland Ordinance. Developer has complied and shall in the future comply with the Township's Wetland Ordinance in effect as of December 9, 2004, including such requirements as may be imposed in that ordinance with respect to stream corridors, floodplains, wetland preservation and approved mitigation. The Township acknowledges that the approved Final Site Plan and final engineering plans comply with the Township's Wetland Ordinance. The Developer shall further comply with wetland mitigation requirements, if any, imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ) and the Developer shall provide the Township with all correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ. The Final Site Plan depicts approximately 1.79 acres of mitigation area. The reviewed and approved mitigation plan was provided to the Township on April 27, 2007.

The Developer has established a conservation easement, recorded on October 20, 2006 at Liber 4588 Page 322 Washtenaw County Register of Deeds for the preservation of wetland areas, stream corridors, floodplains, wetland mitigation areas as shown on the approved Final Site Plan. The Master Deed shall reserve to the Developer the right to encumber the wetland and wetland mitigation areas designated as such on the final site plan with conservation easements running to the benefit of the Township or such other appropriate government entity with jurisdiction over such areas for the preservation of those areas. A recorded copy of the conservation easement was provided to the Township on April 27, 2007.

2.15 Private Roads. All roads within the Development shall be private streets as depicted on the approved Final Site Plan. Such streets shall be hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission, except that the roads shall have the dimensions, pavement cross section and curb specifications indicated on the Final Site Plan. During the various stages of road construction, the Developer shall notify the Township Engineers, at least 72-hours in advance, of scheduled construction of the following:

- a. Finished subgrade surface,
- b. Underground road drainage and utility installation,
- c. Complete subbase,
- d. Complete base course, and
- e. Bituminous placement.

The Developer shall provide a plan for signs and installation of street name signs according to Washtenaw County Road Commission specifications, and shall install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. The Developer shall be responsible for installing all permanent signage according to the approved Final Site Plan. The Developer has installed two temporary gravel road turnarounds as shown on the most recent plans approved by the Township Fire Department dated April 17, 2007.

2.16 Public Sewer. The Development has been and shall be developed with public sanitary sewer as approved by the Charter Township of Superior, Ypsilanti Community Utilities Authority, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including, but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Unit owner for costs incurred as required under this Section, unless the Township has unlawfully prevented the Developer from completing the Development. The Developer received a waiver of the Township's sewer availability fees in consideration of its installation of site utilities and payment for the "Woodside Share" (as defined in Section 2.19 of the Initial Development Agreement) of the Section 36 utilities project (as defined in Section 2.19 of the Initial Development Agreement). Developer agrees, for itself and its successors and assigns, that neither Developer nor its successors or assigns shall do any work on or in preparation for the installation of "public sewer" on the site without the appropriate permits; provided, however, that Developer shall not be liable for the actions of its successors and assigns.

2.17 Public Water. The Development has been and shall be developed with public water mains as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewerage Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Unit owner for costs incurred as required under this provision, unless the Township has unlawfully prevented the Developer from completing the Development. Further, Developer acknowledges that the Township shall not issue utility connection permits or building permits unless and until the public utilities required to be constructed by the Township under this

Agreement and/or to facilitate the Development are substantially complete. (However, notwithstanding the foregoing, as set forth in paragraph 2G.7. of the Consent Judgment, Developer has the right to construct four (4) model homes prior to completion of off-site utilities). Developer agrees, for itself and its successors and assigns, that neither Developer nor its successors or assigns shall do any work on or in preparation for the installation of "public water" on the site without the appropriate permits; provided, however, that Developer shall not be liable for the actions of its successors and assigns.

2.18 Completion of Public Utilities. The Phase Two Letter of Credit shall be reduced by the portion thereof allocated to the completion of public utilities in the Phase Two Cost Estimate upon the later of (a) two years after the Township issues final acceptance of Public Utilities for phase two or (b) completion of homes within at least 95% of the units located within the Development.

2.19 Repair of Public Utilities. The Township may draw down under the Letters of Credit an amount necessary to pay the out-of-pocket costs incurred by the Township to repair any damages which occur to the underground utility infrastructure within a phase of the Development installed by the Developer after substantial completion of such phase but prior to final acceptance of such utility infrastructure within such phase if the Developer (or the Developer's successor or assign) does not complete such repairs within a reasonable amount of time after the Township's request. The Phase One Letter of Credit shall be reduced by the portion thereof allocated to the repair of public utilities as set forth in attached **Exhibit "B"** within 30 days after the Township issues final acceptance of Public Utilities for phase one. The Phase Two Letter of Credit shall be reduced by the portion thereof allocated to the repair of public utilities in the Phase Two Cost Estimate within 30 days after the Township issues final acceptance of Public Utilities for phase two.

2.20 Off-Site Utility Improvements. The Development has been and shall be developed with public water mains and public sanitary sewer as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewerage Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. Easements for this project have been provided, approved and recorded with the Washtenaw County Register of Deeds Office.

2.21 Fees and Escrow Amounts. The Developer (or the Developer's successors or assigns, which may include a residential builder or individual Unit owner) shall pay a Trunk and Transmission fee in an amount equal to the Township's then current fee schedule as approved by the Board of Trustees (currently such fees are \$5,000 for water for each Unit and \$5,500 for sanitary sewer for each Unit), which shall be due and payable each time a building permit is obtained for a house on any Unit within the Development. The Developer also paid to the Township \$91,800.00 prior to the pre-construction meeting as an escrow to cover the costs of inspection of the public utilities and private roads to be constructed as a part of the Development. This escrow has been depleted and increased from time to time to cover the costs of continual inspection on the Development. The Developer will deposit additional funds from time to time to cover the costs of inspections performed by the Township's consultants, as outlined in the Zoning Ordinance and Engineering Standards.

2.22 Drainage District. The on-site storm system for Woodside Village is a privately controlled system which eliminates the necessity of creating a new district or including it in an existing district with the Washtenaw County Drain Commissioners Office.

2.23 Utilities Along Ridge Road. The Developer has installed public water main and sanitary sewer across the frontage of their site to allow for future connection by neighboring parcel to the north, south, and within the proposed Woodside development.

2.24 Water Main to Westridge. Developer has installed an 8 inch metered watermain connection, as depicted on the plans prepared by the Developer's Engineer with a revision date of October 3, 2012.

2.25 Sump Pump Discharge. Sump pump discharge (footing drains, roof drains, etc.) will be at grade as set forth in the Final Site Plan. The minimum size for sump pump applications will be 3 inches. Sump pump discharge may be allowed to connect to the on-site storm sewer system (not the PGD); however, connections must occur at a structure, and not in areas identified on the approved Engineering plans where the sump pump discharge was to be directed towards the wetland areas.

2.26 Building Exteriors. If vinyl, aluminum, or steel siding is to be installed on any dwelling, the area of all such siding shall not exceed fifty percent (50%) of the total area on the front and side elevations of the dwelling. All exposed exterior surfaces of a building's front and side elevations, inclusive of window and door surfaces, shall be calculated in order to represent 100 percent of the exterior wall surface. A minimum 6 inch roof overhang shall be provided at all dwellings' eaves and gables. Pursuant to the Consent Judgment, all dwellings will have at least 50% brick facades, or in lieu of brick, can be constructed of so-called "James Hardie Siding" in combination with other materials allowed under applicable Township ordinances and building codes

2.27 Driveways. All driveways shall be constructed of Portland Cement Concrete. Internal roads within the Project will be private roads. Driveways shall be 6-inches thick through the drive approach and sidewalk. Driveways from house side of sidewalk to the garage opening shall be 4-inches thick. All driveways shall have a maximum grade of eight percent (8%).

2.28 Engineering Approval of Plans. In accordance with Superior Township Ordinance and Superior Township Engineering Design Specifications, no construction work or grading shall be performed on the Development until engineering plans are reviewed and approved.

2.29 Easements for and Assignments of Sewer and Water Lines. The Developer has provided public utility easements for Phase One, which have been approved by Township staff and recorded with the Washtenaw County Register of Deeds Office. The Developer shall provide public utility easements prior to the issuance of any building permits in Phase Two. Upon approval from Township staff public utility easements for Phase Two shall be recorded with the Washtenaw County Register of Deeds. Recording fees are the responsibility of the Developer.

2.30 Sidewalks and Non-Motorized Trails. The Developer has and shall install sidewalks on both sides of all private streets in the Development as shown on the Final Site Plan.

The Developer may assign the obligation to install sidewalks adjacent to individual Units to the builders building homes in the Development, but shall retain responsibility for such installation. Any sidewalks, bike paths and non-motorized trails installed by the Developer, its successors or assigns within the interior of the Development, shall be maintained by the Association. Sidewalks shall be completed for each individual Unit or a bond placed with the Township prior to issuance of a certificate of occupancy for that Unit. Sidewalks shall be built according to the adopted Township Engineering Standards and inspected by the Township Engineers. Fees for sidewalk inspections must be paid before a Unit is inspected. No sewer/water manholes shall be in sidewalks or driveways. The Developer shall notify the Township Engineers, at least 72-hours in advance, of scheduled construction.

2.31 Ridge Road Non-Motorized Trail. The Developer has installed an eight (8) foot wide hard-surface non-motorized trail along the frontage of the site between station 1 + 56 and station 6 + 49 per Washtenaw County Road Commission requirements. See attached exhibit F.

2.32 Harvest Moon Park Non-Motorized Trail. Consistent with the Consent Judgment, the Developer agrees to install an eight-foot wide asphalt path extending from the northwest corner of the Woodside Development through the Township Park property located west to connect to an existing trail. Two potential locations of the trail are depicted on attached exhibit H. The Developer and Township shall determine the location of the trail prior to the start of phase two construction. The approved trail will be constructed prior to the issuance of any building permits in Phase Two.

2.33 Tree Preservation. Trees shown to be preserved on the Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced by a like variety no less than four (4") inches in diameter. The Developer shall not be required to comply with any woodland ordinance now or hereafter in effect, however, in recognition of the Township's desire to preserve and enhance woodlands within the Township, the Developer agrees to donate 50 trees (25 6-foot evergreen and 25 2.5" caliper deciduous) to the Township's tree fund, prior to the issuance of any building permits in Phase Two.

2.34 Street Trees. The Developer shall be responsible for installing within ten (10) feet of the street right-of-way line one (1) street tree for every individual Unit frontage, as indicated on the Final Site Plan. The Developer may contractually assign its street tree installation obligation for any particular Unit to a third party, provided Developer remains directly liable to the Township for the installation of a street tree on such Unit. The Developer shall inform the Township in writing of the **date of the planting** of the street trees or a portion thereof and the Developer shall be responsible for replacing any street tree on a particular Unit which is determined by the Developer or the Township's representative within one (1) year after such street tree's installation to be diseased, dead or dying. The Developer shall receive partial reductions of a Letter of Credit for individual unit trees that have been installed for at least one year within the phase of the Development to which such Letter of Credit pertains. The reduction shall be made annually and based on (a) the percentage of units within such phase for which a street tree has been installed therein for at least one year (excluding units within which a street tree has been installed for at least a year as of the date of this Agreement) and (b) the portion of the Phase One Letter of Credit allocated to street trees in attached Exhibit "B" in the case of street trees installed within units in phase one or the portion of the Phase Two Letter of Credit allocated to street trees in the Phase Two Cost Estimate in the case of street trees installed within

units in phase two; provided, however, that any such Letter of Credit shall be reduced by the total amount of the portion of such Letter of Credit allocated to street trees (1) year after the street trees have been installed within at least 95% of the units located within the phase to which such Letter of Credit pertains. The Township shall reserve the right to use the Letters of Credit to pay the out-of-pocket cost incurred by the Township in replacing any such trees if the Township determines the need to replace trees that the Developer has not replaced and that the Developer is required to replace.

2.35 Construction Access. Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from the construction site, which measures may include, installing brine on the roads, when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer.

2.36 Construction Work Schedule. Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than

Monday through Friday from 7:00 A.M. to 6:00 P.M.

Saturday from 8:00 A.M. to 5:00 P.M.

The Township may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

2.37 Monuments/Corner Markers. The Letters of Credit funds will be drawn on by the Township to pay the out-of-pocket costs incurred by the Township in installing monuments and corner markers in phase two as required by the Michigan Condominium Act in the event that the Developer is unable to satisfy the Township Engineer that the monuments and corner markers in Phase Two are installed and correct as required by the Michigan Condominium Act. The Phase Two Letter of Credit shall be reduced by the portion thereof allocated to monuments and irons in the Phase Two Cost Estimate when the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the Township, that he or she has caused all monuments and unit markers as shown on the final engineering plans to be correctly located in the ground of phase two.

2.38 Engineering and Certification.

A. Developer shall furnish three mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, water transmission system, sanitary sewer system, storm water conveyance, soil erosion/ sedimentation and detention/retention facilities have been constructed in substantial accordance with the approved engineering plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township engineers, with applicable fees paid by Developer. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances.

B. Developer shall furnish As-Built Drawing plans in zip disk or CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings, Revised May 2003 as amended.

2.39 Underground Utilities. The Developer has and shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances. No underground utility structures, i.e. manholes, shall be permitted in sidewalks or driveways per Superior Charter Township Engineering Standards.

2.40 Removal of Construction Debris. In addition to its responsibilities under Section 2.6, above, the Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this Section shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of any kind will be allowed on the site, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

2.41 Site Grading and Building Setbacks. The Developer or the Developer's representative shall certify that the as-built lot grading conforms to the Township approved site and engineering drawings within industry standards, and that building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (**Exhibit "E"**).

The Township shall have the right to spot-check certification grades at its own discretion. The final certificate of use and occupancy of each unit shall be withheld until the lot grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the lot grading and building setback certification requirements.

2.42 Floor Area Ratio and Ground Floor Coverage. In furtherance of the flexibility provided by the Consent Judgment and recognizing certain constraints imposed by the features of the Property, the Developer, its successors and assigns shall be permitted to construct dwellings within the Development up to a maximum Floor Area Ratio of .504 and a maximum Ground Floor Coverage of .336. Also the Developer shall be permitted to construct dwellings within the Development with a maximum Floor Area Ratio of .580 and maximum Ground Floor Coverage of .336 on the following 62 lots, 3-13, 16-18, 24-26, 28-29, 34-39, 47, 96, 100-102, 106-109, 117-121, 124-129, 133-137, 139-140, 142, 144-145 and 169-175. In areas approved for a .580 (FAR), the Township may require a variety of front building elevations to prevent no more than three identical side by side elevations. By way of example, assuming a minimum site condominium unit land area size of 5,000 square feet as depicted on the Final Site Plan, a dwelling of 2,520 square feet could be constructed (i.e., $5,000 \times .504 = 2,520$). This square footage calculation excludes the basement, decks and/or patios (unless enclosed) but includes any accessory structures such as a shed. In this example, the Ground Floor Coverage (first floor footprint and any accessory structures, such as a shed) could not exceed 1,680 square feet (i.e., $5,000 \times .336 = 1,680$).

2.43 Offsite Roadway Improvements. Developer has completed all required offsite roadway improvements as set forth in the original Development Agreement as amended.

2.44 Open Space. Developer submitted an updated area plan and amended the Master Deed showing the addition of extra open space within the Development. Three Ridge Road lots were added as future open space to the Woodside Village project. See attached Exhibit I for open space calculations.

2.45 Relocation of Tot Lot Playground. The Developer shall relocate the tot lot playground, which consists of a swing set, jungle gym and benches, to the open space identified on Exhibit "J" attached hereto. The tot lot playground, as relocated, shall be available for use only by the occupants of dwellings located within the Development and their invitees. The Developer shall remove the parking area located adjacent to the present location of the tot lot playground and replace it with topsoil, grass seed and straw and shall remain responsible to insure that such area becomes fully re-vegetated except that the Developer shall extend the wood chip path where it abuts the present location of the tot lot playground east to a point where it intersects with the existing asphalt path that runs parallel to Ridge Road.

2.46 Maintenance and Guarantee Bond. Simultaneously herewith, the Developer has delivered to the Township a bond or irrevocable letter of credit in the amount of \$126,000 issued by _____, naming the Township as the beneficiary thereof, the purpose of which is to insure funds for the maintenance and operation of the meter pit. This bond or letter of credit shall remain in place for a period of two (2) years from the date this Amended and Restated Development Agreement is fully executed.

ARTICLE III MISCELLANEOUS PROVISIONS

3.1 Modifications. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement and, from and after the date the Phase Two Association has been formed and a Master Deed for Phase Two has been recorded, the Phase Two Association. The Association, the Township, the Developer (but only for so long as the Developer owns and offers for sale any Unit in the Development) and, if applicable, the Phase Two Association, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Development, including Unit owners, mortgagees and others, shall be entitled to modify, replace, amend or terminate this Agreement.

The provisions of the Master Deed or any other Master Deed covering any portion of the Development shall be subject to the provisions of this Agreement, the Consent Judgment and Final Site Plan. Notwithstanding anything to the contrary contained in the Master Deed or any other Master Deed covering any portion of the Development, any amendments to such Master Deed that conflict with the terms of this Agreement, the Consent Judgment or Final Site Plan shall require the prior approval of the Township.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

3.3 Township Approval. This Agreement has been approved through action of the Township Board at a duly scheduled meeting.

3.4 Developer Approval. The signers on behalf of the Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title in the Development.

3.5 Association Approval. The signers on behalf of the Association below represent by their signatures that they represent and have authority to bind the Association.

3.6 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

3.7 Preconstruction Meeting with Builders. The parties acknowledge that Developer and/or other third parties can build the detached dwelling units in accordance with the approved plans. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading on the Development, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such preconstruction meeting shall be held.

3.8 Continued Review. The Developer and the Association shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the Development.

3.9 Fees. The Developer and/or Association shall pay for any reviews reasonably necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.

3.10 Recordation of Agreement. The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.

3.11 Assignment. Mocerri & Lombardo of Superior LLC shall have the right to assign this Agreement to any other third party, without the consent of the Township; provided however, that in the event of such assignment, Mocerri & Lombardo of Superior LLC shall provide written notice of the assignment to the Township within five (5) business days of the assignment.

3.12 Agreement Binding on Successors and Assigns. This Development Agreement shall be binding upon the Township, the Developer, the Association, the Phase Two Association (if applicable) and the owners of the site and their successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as the year and date set forth above.

DEVELOPER:

MOCERI & LOMBARDO OF SUPERIOR LLC,
a Michigan limited liability company

By: _____
Anthony Lombardo

Its: _____

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By: _____
William A. McFarlane

Its: Supervisor

**WOODSIDE VILLAGE OF SUPERIOR
TOWNSHIP CONDOMINIUM ASSOCIATION**

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Anthony Lombardo, a _____ of Mocerri & Lombardo of Superior LLC, a Michigan limited liability company, on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, _____ of the Woodside Village of Superior Township Condominium Association.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

Drafted by:
Timothy M. Koltun
Clark Hill PLC
500 Woodward Avenue
Suite 3500
Detroit, MI 48226

When recorded return to:
David M. Phillips
Superior Charter Township Clerk
3040 N. Prospect
Ypsilanti, Michigan 48198
(734) 482-6099

EXHIBIT "A"

**LEGAL DESCRIPTION
WOODSIDE VILLAGE**

Commencing at the Center of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan, said Center of Section 36 being N 02°20'35" W 2637.84 feet from the S 1/4 corner of said Section 36, thence S 02°20'35" E 350.00 feet along the N-S 1/4 line of said Section 36 and the centerline of Ridge Road (66 feet wide) to the POINT OF BEGINNING;

thence continuing S 88°12'06" W 60.00 feet;
thence continuing S 02°20'35" E 830.25 feet along said N-S 1/4 line and said centerline of Ridge Road;
thence S 87°38'40" W 270.00 feet;
thence S 02°20'35" E 132.00 feet;
thence S 87°38'40" W 1005.32 feet;
thence N 45°00'09" W 88.52 feet;
thence S 86°14'15" W 1270.36 feet;
thence N 02°27'19" W 1304.28 feet;
thence N 88°12'06" E 1334.68 feet along the E-W 1/4 line of said Section 36;
thence S 02°14'45" E 349.99 feet;
thence N 88°12'06" E 1273.86 feet parallel to the E-W 1/4 line of said Section 36 to the POINT OF BEGINNING. Being a part of the SW 1/4 of said Section 36 and containing 66.73 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXHIBIT 'B'

Woodside Village Financial Surety Worksheet

March 18, 2013

Section 2.5 of the Amended and Restated Development Agreement

Development Agreement Reference - Description (LOC #)	Current Amount on Deposit w/Twp.	Approved Amount 3/18/2013	Comments
2.5 - Maint of unsold lots (599817)	\$ 306,300	\$ 85,800	Adjust to previous OHM amount (12-10-09)
2.6 - Site improvements (599818)	\$ 816,000	\$ 32,300	*Adjusted for costs associated with remaining development items left
2.17 - Public utility maint bond (599819)	\$ 455,200	\$ -	*Utilities can now be accepted with the installation of the meter pit.
2.18 - Repairs to public utilities (599820)	\$ 21,800	\$ 6,200	Adjust to per lot amount
2.33 - Street trees (599821)	\$ 48,200	\$ 13,500	Adjust to previous OHM amount (12-10-09)
2.36 - Monuments and irons (599822)	\$ 8,000	\$ -	*Mons & Irons certified; Previous clerk approved this release
2.10 - Irrigation sys - Wetland B (599823)	\$ 10,000	\$ -	OHM agrees with full release (12-10-09)
Total	\$ 1,645,500	\$ 137,800	Round to \$140,000 (\$2200 will be added to Repair of Public Utilities)
		\$ 140,000	

2.6* - Remaining development items left (3" wearing course on temporary turnaround and PGD alarm system if deemed necessary)

2.17* - With the installation of the meter pit phase one utilities can now be accepted by Superior Township

2.36* - Certificate of monuments and irons previously provided

Section 2.46 of the Amended and Restated Development Agreement

Development Agreement Reference - Description (LOC #)	Current Amount on Deposit w/Twp.	Approved Amount 3/18/2013	Comments
Two year maintenance guarantee for meter pit	\$ -	\$ 126,000	Released two years from executed date of amended and restated development agreement
		\$ 126,000	

EXHIBIT B
Phase One Letter of Credit Breakdown

EXHIBIT B - 1

Conditions to Release of Letters of Credit

1. Conditions to return of the Phase One Letter of Credit
 - a. 95% of the units in Phase One have received final certificates of occupancy.
 - b. All site improvements to be constructed within Phase One pursuant to Section 2.6 have been completed.
 - c. 30 days have elapsed after the Township has issued final acceptance of Public Utilities for Phase One.
 - d. One year has elapsed after street trees have been installed within 95% of the units in Phase One.

2. Conditions to return of the Phase Two Letter of Credit
 - a. 95% of the units in Phase Two have received final certificates of occupancy.
 - b. All site improvements to be constructed within Phase Two pursuant to Section 2.6 have been completed.
 - c. The occurrence of the later of (i) two years after the Township issues final acceptance of Public Utilities for Phase Two or (ii) completion of homes within at least 95% of the units located within the Development.
 - d. 30 days have elapsed after the Township has issued final acceptance of Public Utilities for Phase Two.
 - e. One year has elapsed after street trees have been installed within 95% of the units in Phase Two.
 - f. The Township has been furnished with the written certification described in Section 2.36.
 - g. The high water sensor has been installed pursuant to Section 2.10 or 95% of the units in Phase 1 and Phase 2 have received final certificates of occupancy.

EXHIBIT C

Woodside Village Final Site Plan

EXHIBIT D

Woodside Village Phase Plan

EXHIBIT E

Form of As-Built Certification

CHARTER TOWNSHIP OF SUPERIOR
3040 N. PROSPECT ROAD
YPSILANTI, MI 48198

TELEPHONE (734) 482-6099

FAX (734) 482-384

SITE GRADING / SETBACK CERTIFICATION

DATE _____

SITE ADDRESS _____

OWNER'S ADDRESS _____

TELEPHONE NUMBER _____

BUILDING PERMIT NUMBER _____

I certify that I have checked the distances from the side, rear, and front lot lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

Printed name of
Professional Land Surveyor

Michigan Registration Number

Date

Signature and Seal of
Professional Land Surveyor

EXHIBIT F

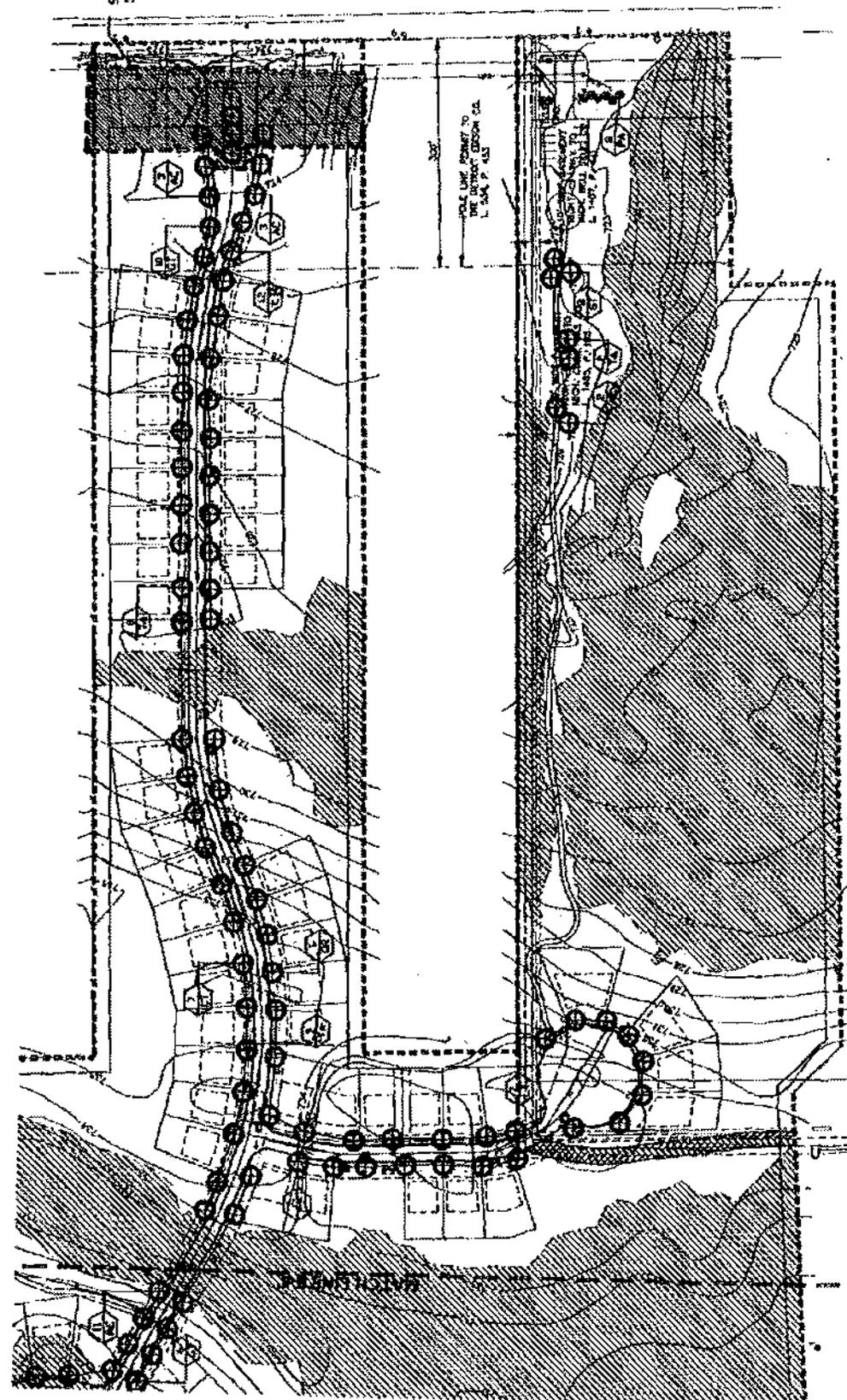
Ridge Road Improvement Plan

EXHIBIT C

Woodside Village Landscaping and Irrigation Plans



SEE DETAIL SHEET L-3



PLANT LIST

NO.	SYM.	PLANT NAME	QUANTITY	PRICE	TOTAL
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
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98	98
99	99
100	100

TREES AND PLANTS SHALL BE LOCATED A MINIMUM OF 5' FROM THE FACE OF CURB OR SIDEWALK. ALL PLANTS FOR VERTICAL CURB AND TRAFFIC CONTROL AND ALL PLANTS ARE SUBJECT TO FIELD REVIEW AND APPROVAL BY THE OWNER.

ROBERT LIGHTON
 ASSOCIATES, INC.
 Land Artists
 13500 135th Ave. N.E.
 Redmond, WA 98073
 TEL: (206) 881-1111

DATE: 11/11/00
 SCALE: 1" = 40'



LANDSCAPE PLAN

Woodside Village

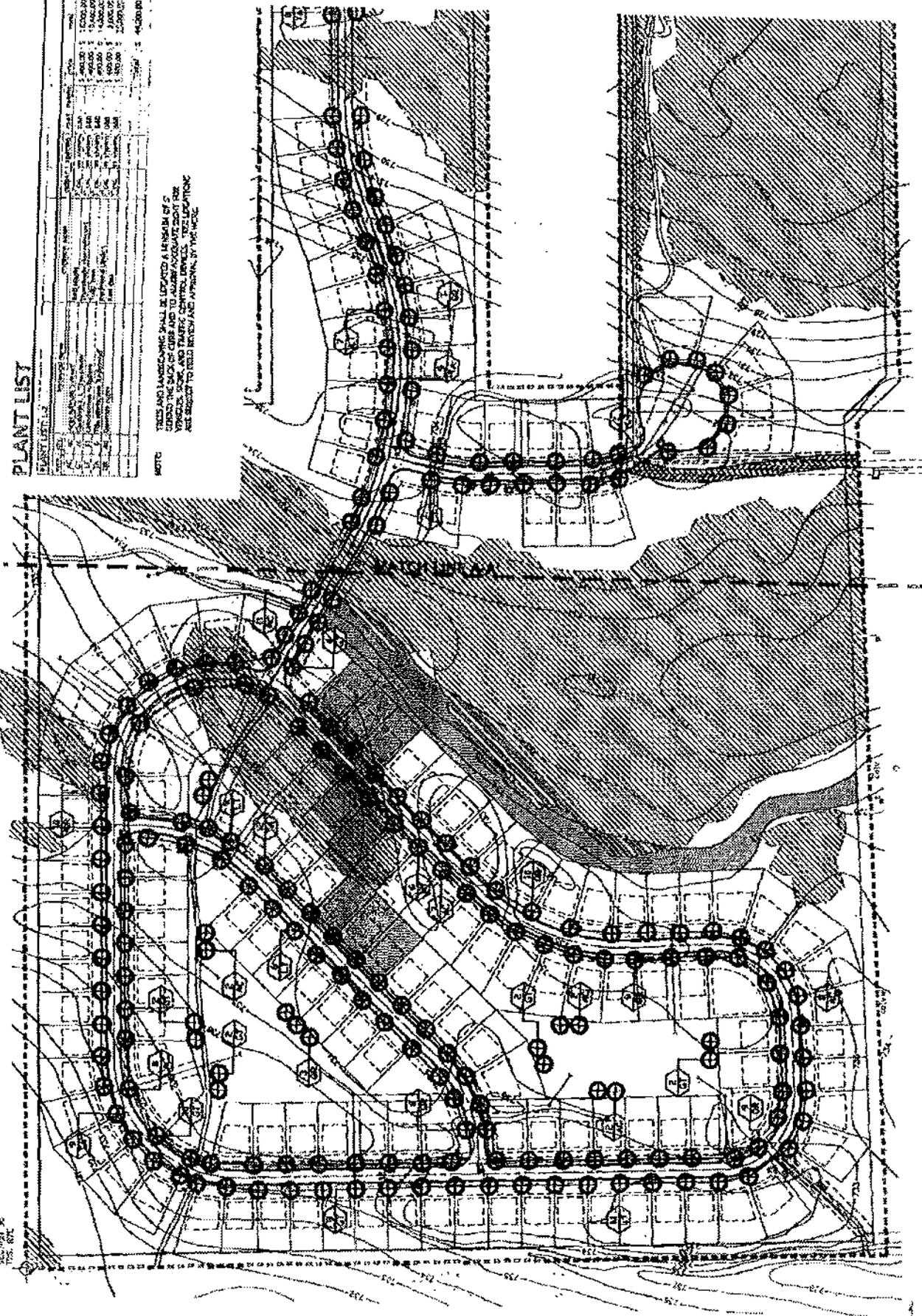
Supportive Townships, Millage

Project No. 01-009
 Sheet No. 1 of 1
 Date: 11/11/00

PLANT LIST

Plant No.	Plant Name	Quantity	Notes
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NOTE: TREES AND LANDSCAPING SHALL BE LOCATED A MINIMUM OF 5 FEET FROM THE BACK OF CURB AND TO MAINTAIN A MINIMUM OF 5 FEET FROM THE SIDEWALK. SEE NOTES ON SHEET 01-008 FOR VERTICAL, TYPING, AND TYPING CONTROL SERVICES. SEE SHEET 01-009 FOR TREE AND LANDSCAPING REVIEW AND APPROVAL BY THE OWNER.



DATE: 11/11/00
 SCALE: 1" = 40'

EXHIBIT H

Off Site Harvest Moon Park Pathway Plan

EXHIBIT I

Open Space Calculations

Woodside Village - Open Space v Lot Area Ratios

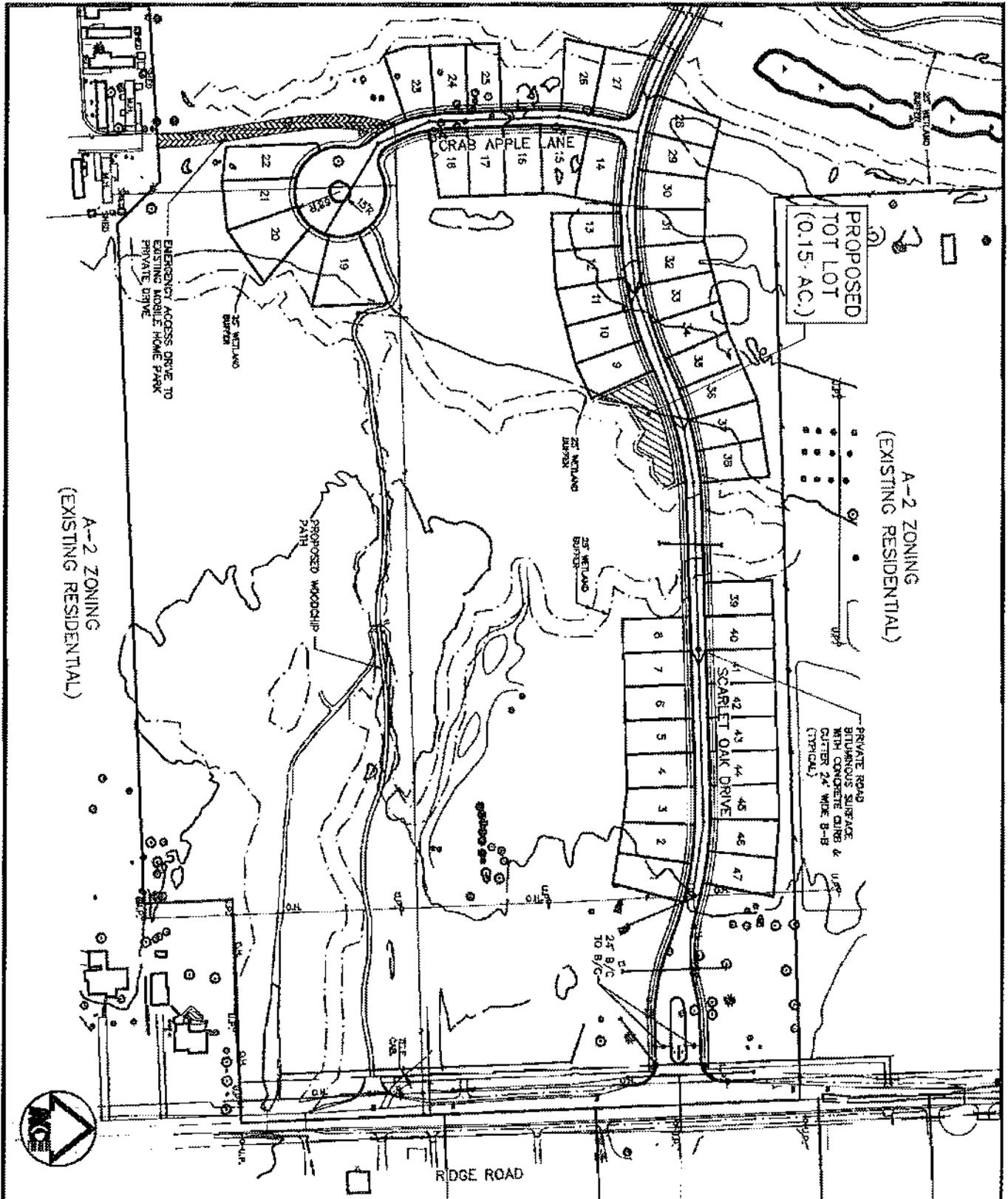
	Acres		Ratio
Land Space Prior to Development	61.80		
Right of Way	0.59	Open Space/Lot Area Ratio Prior to Rezoning	0.61
Wetland	16.51		
Private Roads	3.67	Open Space/Lot Area Ratio after Hall Property Rezoning	0.83
175 Lot Area	22.11		
Detention Area	2.29	Open Space/Lot Area Ratio Potential after adding Three Lots	0.88
Setback Area	3.10		
Open Space Total:	13.53	Open Space/Lot Area Ratio after Potential Lot Increase	0.84
Added Open Space after Hall Property Rezoning	4.75		
New Open Space Total:	18.28		
Added Open Space adding three Ridge Road lots	1.11		
Potential Future Open Space Total:	19.39		
Approximate area for lot increasing	0.80		
Open Space Total after Lot Increase:	18.59		

Note: All calculations are in acres.

In summation prior to the Hall property rezoning the development 0.60 acres of open space for every acre of lot area. After the addition of the Hall property, potential addition of the three Ridge Road lots and lot increase to accommodate the Palmer Plan the development will now have nearly 0.84 acres of open space for every acre of lot area. Since the lot increase would be addressed by increasing the floor area ratio (FAR) for certain lots the development would gain an additional 30% in open space area.

EXHIBIT J

Location of Relocated Tot Lot



MIDWESTERN CONSULTING



Civil, Environmental and
 Transportation Engineers
 Planners, Surveyors
 Landscape Architects

3815 Plaza Drive
 Ann Arbor, Michigan 48108
 Phone: 734.995.0200
 Fax 734.995.0599

Exhibit "J"
 Woodside Village - Prop. Tot Lot Location

DATE: 02-05-13

JOB NO.: **04037**

SCALE: 1" = 200

SHEET 1 OF 1

Washtenaw County, Michigan, and more particularly described in Exhibit A to the First Amended Consent Judgment attached hereto (the "Property");

WHEREAS, the original Plaintiffs Kenneth Thomas and Charletta J. Thomas, Victor Caudill, Audrey Caudill, Judy Mullins and William Caudill no longer have any interest in the Property; and

WHEREAS, Plaintiff Mocerri & Lombardo of Superior, L.L.C, a Michigan limited liability company (hereinafter referred to as "M&L"), elected to develop the Property as a 175 unit single-family site condominium plan (the "Single Family Plan") pursuant to the Consent Judgment, which Single Family Plan was granted final site plan approval by the Township; and

WHEREAS, M&L is the Developer of the site condominium project known as Woodside Village, which condominium project includes approximately 53.07 acres of the Property, and is the owner of all of the unsold units located within such condominium project; and

WHEREAS, M&L owns the balance of the Property not currently located within such condominium project; and

WHEREAS, pursuant to Section 2.E of the Consent Judgment, approximately eight (8) acres of the Property has been designated on the Area Plan attached to the Consent Judgment as Exhibit C as open space for public use as a park; and

WHEREAS, M&L and the Township have determined that it is in the best interests of the Project and the residents thereof as well as the general public that such park be relocated to a different location within the Property and the use of the park be limited to occupants of dwellings located within the Project and their invitees; and

WHEREAS, the parties desire to amend the Consent Judgment consistent with the foregoing recitals and as this First Amendment to Consent Judgment has been reviewed and agreed upon by all of the parties hereto and their respective counsel, and the Court being advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. That portion of the Area Plan attached to the Consent Judgment consisting of the single family alternative is hereby replaced and superseded in its entirety by the revised sheets of the Area Plan attached hereto as **Exhibit B to the First Amended Consent Judgment**. The attached **Exhibit B to the First Amended Consent Judgment** shall constitute for all purposes of the Consent Judgment, as amended hereby, the approved Area Plan with respect to the Single Family Plan.

2. Section 2.E of the Consent Judgment is hereby amended to provide that the relocated park, as depicted on **Exhibit B to the First Amended Consent Judgment** attached hereto, shall not be available for public use, but may be used only by the occupants of dwellings located within the Property and their invitees. Section 2.E is further amended to provide that such park shall be maintained by the Woodside Village of Superior Township Condominium Association, subject to the provisions of Section 1.6 of that certain Amended and Restated Development Agreement executed by M&L and the Township that pertains to the Property.

3. Except as amended by this First Amendment, the Consent Judgment remains in full force and effect and is hereby ratified and affirmed.

4. By their execution of this First Amendment, M&L and the Township each warrant and represent to the other that it has the authority to execute this First Amendment and bind their respective entities to its terms and conditions.

5. This Court retains jurisdiction to assure compliance with the terms of the Consent Judgment, as amended hereby.

Donald E. Shelton, Circuit Judge

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

MOCERI & LOMBARDO OF SUPERIOR,
LLC, a Michigan limited liability company,

By: _____
Anthony Lombardo

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2013, by Anthony Lombardo, a _____ of Mocerri & Lombardo of
Superior LLC, a Michigan limited liability company, on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

SUPERIOR CHARTER TOWNSHIP, a
Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2013, by _____, the _____ of Superior Charter
Township, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

WE, THE UNDERSIGNED COUNSEL FOR M&L AND THE TOWNSHIP, RESPECTIVELY,
HEREBY STIPULATE TO THE ENTRY OF THE ABOVE-AMENDED JUDGMENT,
NOTICE OF ENTRY WAIVED:

Timothy M. Koftun (P37155)
Attorney for Mocerri & Lombardo of
Superior, LLC

Frederick Lucas (P29074)
Attorney for Superior Charter Township

Dated: _____, 2013

Dated: _____, 2013

Exhibit A to the First Amended Consent Judgment

Legal Description of the Property

Part of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Township of Superior, Washtenaw County, Michigan, described as follows: Commencing at the center of Section; thence South 02 degrees 20 minutes 25 seconds East 900 feet in the North and South 1/4 line for a PLACE OF BEGINNING; thence South 02 degrees 20 minutes 25 seconds East 280.25 feet in North and South 1/4 line; thence South 87 degrees 38 minutes 50 seconds West 330 feet; thence South 02 degrees 20 minutes 25 seconds East 132 feet; thence South 87 degrees 38 minutes 50 seconds West 1005.32 feet; thence North 44 degrees 59 minutes 59 seconds West 88.52 feet; thence South 86 degrees 14 minutes 25 seconds West 1270.00 feet; thence North 02 degrees 27 minutes 53 seconds West 1304.7 feet; thence North 88 degrees 13 minutes 04 seconds East 1334.74 feet; thence South 02 degrees 14 minutes 35 seconds East 900.0 feet; thence 88 degrees 13 minutes 04 seconds East 1334.8 feet to the PLACE OF BEGINNING, being part of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East.

The South 1/2 of the following described land:

Commencing at the center of Section 36, Town 2 South, Range 7 East; thence South 02 degrees 20 minutes 25 seconds East along the North and South 1/4 line of said Section, 350 feet to the POINT OF BEGINNING; thence continuing South 02 degrees 20 minutes 25 seconds East along said North and South 1/4 line, 350 feet to a point; thence South 88 degrees 13 minutes 07 seconds West parallel to the East and West 1/4 line of said Section, 1335.09 feet to a point; thence North 02 degrees 11 minutes 00 seconds West 350 feet to a point; thence North 88 degrees 13 minutes 07 seconds East parallel to said East and West 1/4 line, 1334.13 feet to the POINT OF BEGINNING, being a part of the North 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan.

The North 1/2 of the following described land:

Part of the North 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Township of Superior, Washtenaw County, Michigan, described as follows: Commencing at the center of Section 36, Town 2 South, Range 7 East; thence South 2 degrees 20 minutes 25 seconds East along the North and South 1/4 line of said Section, 350 feet to the POINT OF BEGINNING; thence continuing South 2 degrees 20 minutes 25 seconds East along said North and South 1/4 line, 350 feet to a point; thence South 88 degrees 13 minutes 07 seconds West parallel to the East and West 1/4 line of said Section, 1335.09 feet to a point; thence North 2 degrees 11 minutes 00 seconds West 350 feet to a point; thence North 88 degrees 13 minutes 07 seconds East parallel to said East and West 1/4 line 1334.13 feet to the POINT OF BEGINNING, being part of the North 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan.

BEING ALSO described as follows: Commencing at the center of Section; thence South 2 degrees 20 minutes 25 seconds East 350 feet in the North and South 1/4 line for a place of beginning; thence South 2 degrees 20 minutes 25 seconds East 175 feet; thence South 88 degrees 13 minutes 04 seconds West 1334.61 feet; thence North 2 degrees 14 minutes 35 seconds West 175 feet; thence North 88 degrees 13 minutes 04 seconds East 1334.13 feet to the PLACE OF BEGINNING, being part of the East 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East.

Tax Item Nos. 10-36-300-001, 10-36-300-012, 10-36-300-013

Exhibit B to the First Amended Consent Judgment

Area Plan to the Consent Judgment Follows

SECOND AMENDMENT TO MASTER DEED

OF

WOODSIDE VILLAGE

Moceri & Lombardo of Superior LLC, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315, being the Developer of Woodside Village, a residential condominium project located in the Charter Township of Superior, Washtenaw County, Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded on May 10, 2006 in Liber 4556, Page 829, Washtenaw County Records, as amended by a First Amendment to Master Deed recorded on January 23, 2008, in Liber 4662, Page 835, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 521 (the "Master Deed"), hereby amends, with the approval of the Township, the Master Deed pursuant to the rights reserved to the Developer under the Master Deed for the purposes described below. Upon the recording of this Second Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed will be amended as follows:

1. Section 3.9 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.9 "**Consent Judgment**" means the Consent Judgment, dated May 26, 2004, rendered by the Trial Court for the County of Washtenaw with respect to land described in Article II, as the same may now or hereafter be amended.

2. Section 3.14 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.14 "**Development Agreement**" means that certain First Amendment to the Development Agreement entered into between Developer and the Township and recorded on July 10, 2007, in Liber 4633, Page 755, Washtenaw County Records, as amended by a Second Amendment to the Development Agreement recorded on January 23, 2008 in Liber 4662, Page 834, Washtenaw County Records, as the same may now or hereafter be further amended.

3. Section 3.19 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.19 "Park" means the approximately 0.15 acre park, including the Children's Play Equipment Area, identified on Amended Sheet 3 which is a part of **Exhibit A to the Second Amendment to Master Deed**, which is attached hereto.

4. Section 9.15 of the Master Deed is hereby deleted in its entirety and is null and void and of no further force or effect.

5. Section 10.8 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 10.8 Development Agreement; Consent Judgment; Site Plan.

Developer is developing the Project pursuant to the Development Agreement, Consent Judgment and the approved final site plan, as the same may be amended from time to time with the approval of the Township. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Development Agreement, Consent Judgment and approved final site plan, as the same may be amended from time to time with the approval of the Township. Notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed which conflicts with the terms of the Development Agreement, Consent Judgment or approved final site plan for the Project, as amended from time to time with the approval of the Township, shall require the prior approval of the Township.

6. Amended Sheets 1, 3, 4, 11, 16, 17, 24 and 28 of the Condominium Subdivision Plan of Woodside Village, attached hereto as **Exhibit A to the Second Amendment to Master Deed**, shall replace and supersede Sheets 1, 3, 4, 11, 16, 17, 24 and 28 of Replat No. 1 of the Condominium Subdivision Plan of Woodside Village, as recorded, and such superseded Sheets shall be of no further force or effect.

7. In all respects, other than as hereinabove indicated, the Master Deed of Woodside Village, including the Bylaws and Condominium Subdivision Plan that constitute Exhibits A and B to the Master Deed and recorded as aforesaid, is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____ 2013.

MOCERI & LOMBARDO OF SUPERIOR LLC,
a Michigan limited liability company

By: _____
Anthony Lombardo
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of
2013, by Anthony Lombardo, a _____ of Moceri & Lombardo of
Superior LLC, a Michigan limited liability company, on behalf of the company.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

PREPARED BY AND WHEN RECORDED RETURN TO:
Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226-3435

[Signature page to Second Amendment to Master Deed of Woodside Village]

CONSENT

At the request of the Charter Township of Superior, Woodside Village of Superior Township Condominium Association hereby consents to the execution and recordation of the Second Amendment to Master Deed of Woodside Village to which this Consent is attached.

Woodside Village of Superior Township
Condominium Association

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by _____, the _____ of Woodside Village of Superior Township Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, MI

LEGAL DESCRIPTION

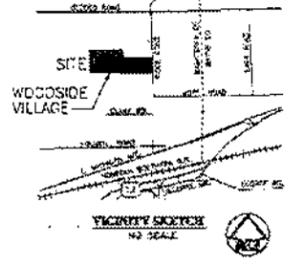
Commencing at the Center of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan, and thence...

Block 11 100' x 100' ... Block 12 100' x 100' ... Block 13 100' x 100' ... Block 14 100' x 100' ... Block 15 100' x 100' ... Block 16 100' x 100' ... Block 17 100' x 100' ... Block 18 100' x 100' ... Block 19 100' x 100' ... Block 20 100' x 100' ... Block 21 100' x 100' ... Block 22 100' x 100' ... Block 23 100' x 100' ... Block 24 100' x 100' ... Block 25 100' x 100' ... Block 26 100' x 100' ... Block 27 100' x 100' ... Block 28 100' x 100' ... Block 29 100' x 100' ... Block 30 100' x 100' ... Block 31 100' x 100' ... Block 32 100' x 100' ... Block 33 100' x 100' ... Block 34 100' x 100' ... Block 35 100' x 100' ... Block 36 100' x 100' ... Block 37 100' x 100' ... Block 38 100' x 100' ... Block 39 100' x 100' ... Block 40 100' x 100' ... Block 41 100' x 100' ... Block 42 100' x 100' ... Block 43 100' x 100' ... Block 44 100' x 100' ... Block 45 100' x 100' ... Block 46 100' x 100' ... Block 47 100' x 100' ... Block 48 100' x 100' ... Block 49 100' x 100' ... Block 50 100' x 100' ... Block 51 100' x 100' ... Block 52 100' x 100' ... Block 53 100' x 100' ... Block 54 100' x 100' ... Block 55 100' x 100' ... Block 56 100' x 100' ... Block 57 100' x 100' ... Block 58 100' x 100' ... Block 59 100' x 100' ... Block 60 100' x 100' ... Block 61 100' x 100' ... Block 62 100' x 100' ... Block 63 100' x 100' ... Block 64 100' x 100' ... Block 65 100' x 100' ... Block 66 100' x 100' ... Block 67 100' x 100' ... Block 68 100' x 100' ... Block 69 100' x 100' ... Block 70 100' x 100' ... Block 71 100' x 100' ... Block 72 100' x 100' ... Block 73 100' x 100' ... Block 74 100' x 100' ... Block 75 100' x 100' ... Block 76 100' x 100' ... Block 77 100' x 100' ... Block 78 100' x 100' ... Block 79 100' x 100' ... Block 80 100' x 100' ... Block 81 100' x 100' ... Block 82 100' x 100' ... Block 83 100' x 100' ... Block 84 100' x 100' ... Block 85 100' x 100' ... Block 86 100' x 100' ... Block 87 100' x 100' ... Block 88 100' x 100' ... Block 89 100' x 100' ... Block 90 100' x 100' ... Block 91 100' x 100' ... Block 92 100' x 100' ... Block 93 100' x 100' ... Block 94 100' x 100' ... Block 95 100' x 100' ... Block 96 100' x 100' ... Block 97 100' x 100' ... Block 98 100' x 100' ... Block 99 100' x 100' ... Block 100 100' x 100' ...

- 1. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 2. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 3. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 4. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 5. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 6. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 7. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 8. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 9. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed... 10. The Surveyor's Certificate of Accuracy for the Survey is attached to this instrument as Exhibit A to the Second Amendment to the Master Deed...

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 521 EXHIBIT B TO THE 2nd AMENDMENT TO THE MASTER DEED OF WOODSIDE VILLAGE A SITE CONDOMINIUM LOCATED IN THE S.W. 1/4, SECTION 36, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

DEVELOPER: WOODER & LOMBARDO OF SUPERIOR, L.L.C. 6302 26 MILE ROAD WASHINGTON, MICHIGAN 48094 TEL: (248) 781-7500 SURVEYOR: MIDWESTERN CONSULTING L.L.C. 3915 PLAZA DRIVE ANN ARBOR, MI 48106 TEL: (734) 969-0200

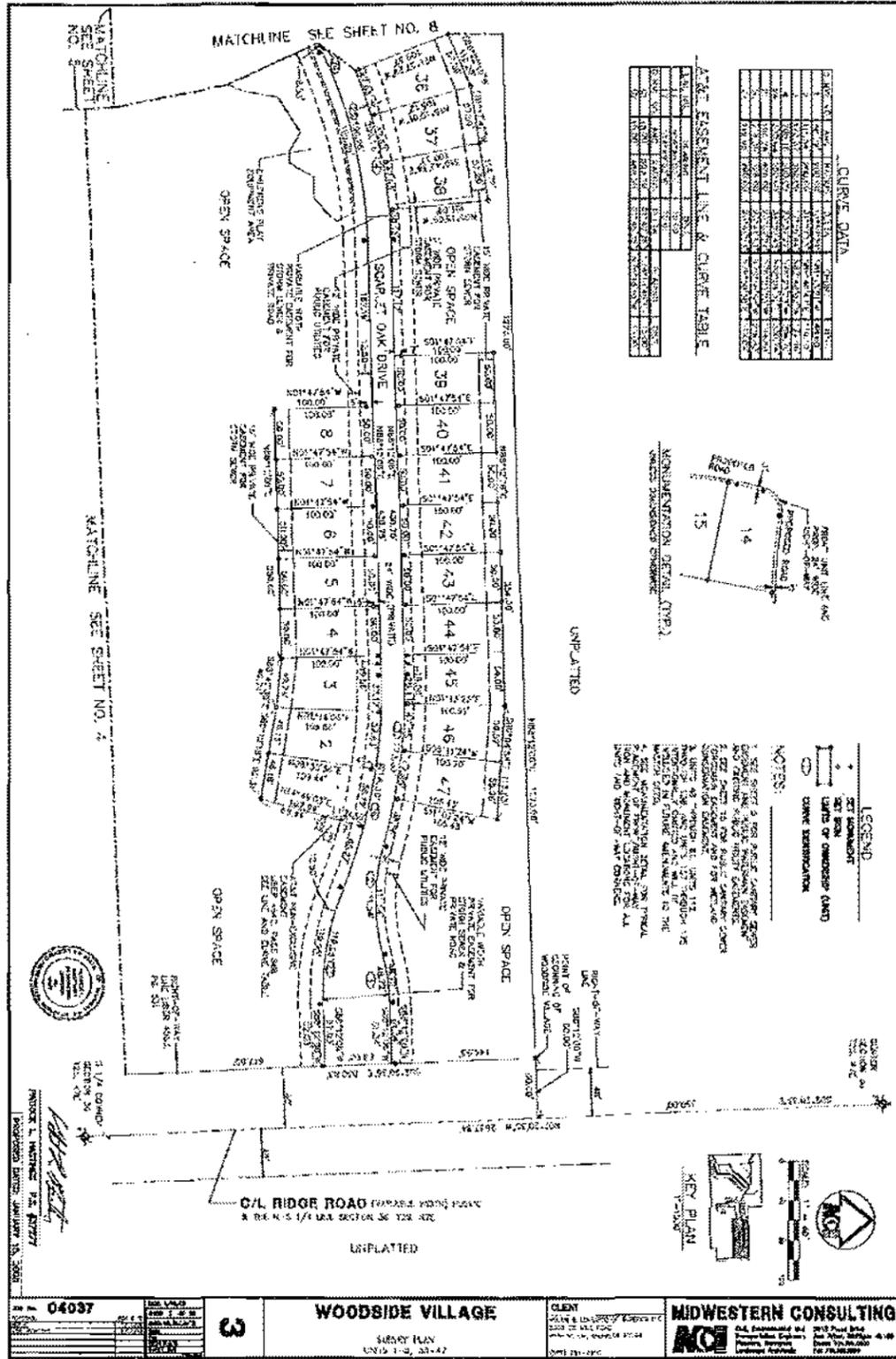


SHEET INDEX table listing 28 sheets including Cover Sheet, Composite Survey Plan, Phase Plan, and various Survey, Easement, and Utility Plans for units 1-8, 9-16, 17-25, 26-35, 36-47, 48-101, 102-111, 112-148, 149-156, 157-166, 167-176, 177-186, 187-196, 197-206, 207-216, 217-226, 227-236, 237-246, 247-256, 257-266, 267-276, 277-286, 287-296, 297-306, 307-316, 317-326, 327-336, 337-346, 347-356, 357-366, 367-376, 377-386, 387-396, 397-406, 407-416, 417-426, 427-436, 437-446, 447-456, 457-466, 467-476, 477-486, 487-496, 497-506, 507-516, 517-526, 527-536, 537-546, 547-556, 557-566, 567-576, 577-586, 587-596, 597-606, 607-616, 617-626, 627-636, 637-646, 647-656, 657-666, 667-676, 677-686, 687-696, 697-706, 707-716, 717-726, 727-736, 737-746, 747-756, 757-766, 767-776, 777-786, 787-796, 797-806, 807-816, 817-826, 827-836, 837-846, 847-856, 857-866, 867-876, 877-886, 887-896, 897-906, 907-916, 917-926, 927-936, 937-946, 947-956, 957-966, 967-976, 977-986, 987-996, 997-1006.

PREPARED BY MIDWESTERN CONSULTING, L.L.C. [Signature] JANUARY 15, 2012

MIDWESTERN CONSULTING WOODSIDE VILLAGE 04087

Exhibit A to Second Amendment to Master Deed



CURVE DATA

STATION	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.
1+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
1+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
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24+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
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25+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
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28+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
28+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
29+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
29+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
30+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
30+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
31+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
31+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
32+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
32+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
33+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
33+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
34+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
34+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
35+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
35+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
36+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
36+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
37+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
37+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
38+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
38+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
39+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
39+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
40+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
40+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
41+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
41+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
42+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
42+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
43+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
43+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
44+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
44+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
45+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
45+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
46+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
46+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
47+00.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00
47+50.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00



LEGEND

- EASEMENT LINE
- - - - - EASEMENT LINE
- LOT OR OWNERSHIP LINE
- CURVE INFORMATION

NOTES:

- SEE SHEET 3 FOR PUBLIC UTILITY EASEMENTS AND RECORD PLAT INFORMATION.
- SEE SHEET 4 FOR RECORD PLAT INFORMATION.
- SEE SHEET 5 FOR RECORD PLAT INFORMATION.
- SEE SHEET 6 FOR RECORD PLAT INFORMATION.
- SEE SHEET 7 FOR RECORD PLAT INFORMATION.
- SEE SHEET 8 FOR RECORD PLAT INFORMATION.
- SEE SHEET 9 FOR RECORD PLAT INFORMATION.
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- SEE SHEET 44 FOR RECORD PLAT INFORMATION.
- SEE SHEET 45 FOR RECORD PLAT INFORMATION.
- SEE SHEET 46 FOR RECORD PLAT INFORMATION.
- SEE SHEET 47 FOR RECORD PLAT INFORMATION.

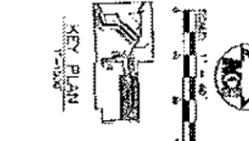


Exhibit A to Second Amendment to Master Deed

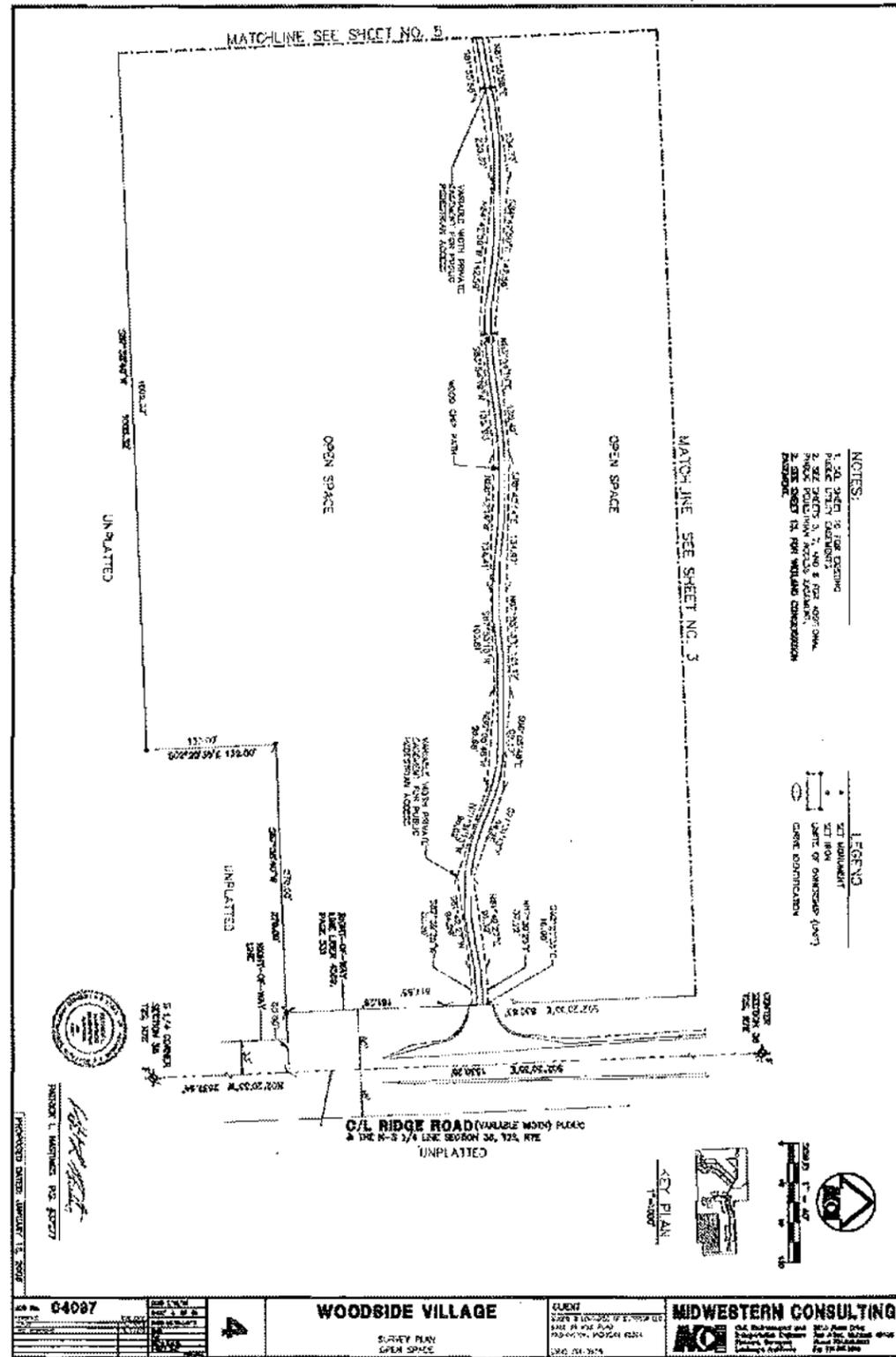
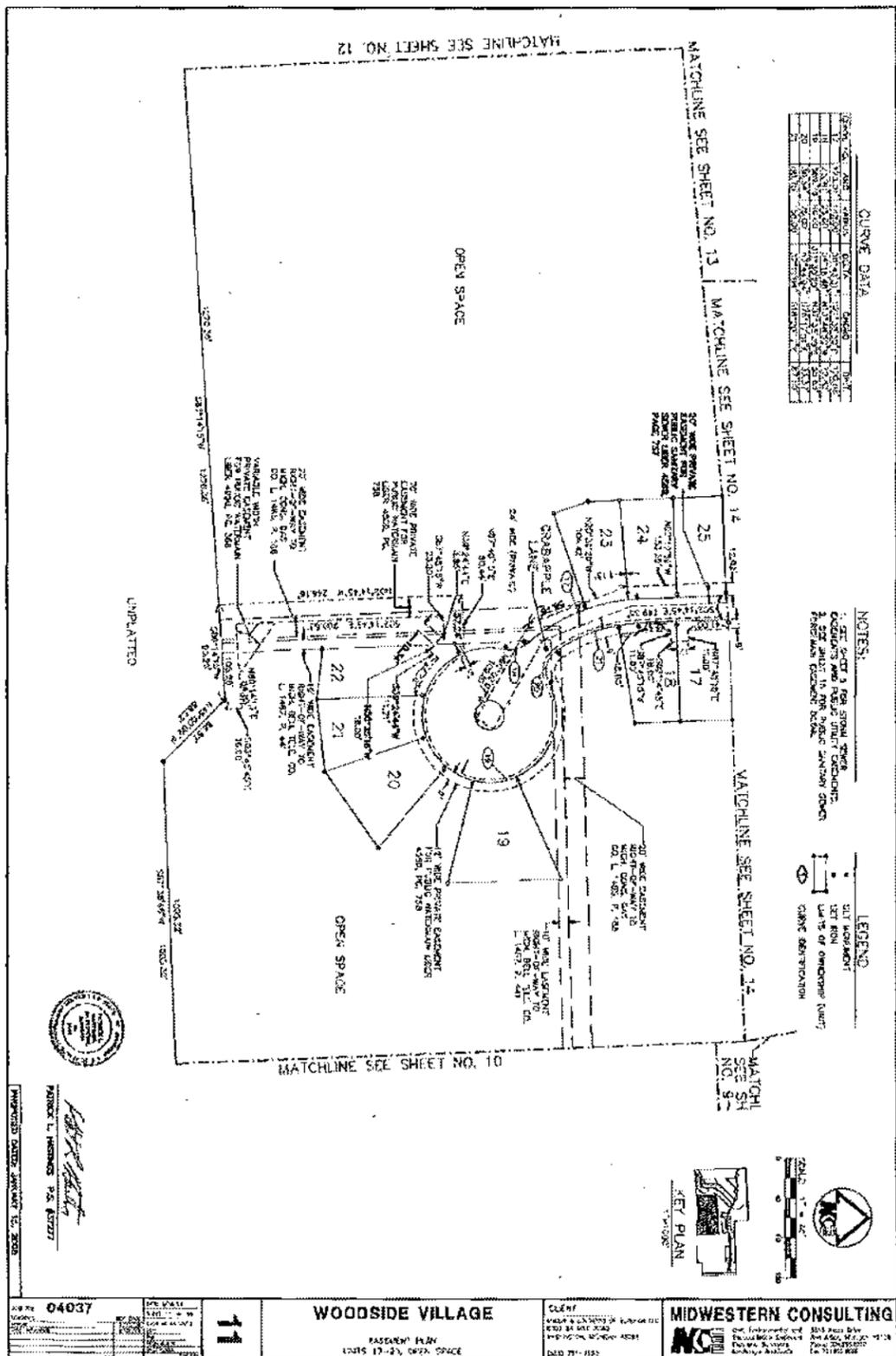


Exhibit A to Second Amendment to Master Deed



CURVE DATA

STATION	CHORD BEARING	CHORD DIST.	CHORD CURVATURE	CHORD CENTER	CHORD PERCENTAGE
1+00	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+10	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+20	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+30	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+40	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+50	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+60	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+70	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+80	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
1+90	N 89° 58' 00" W	100.00	0.0000	0.00	100.00
2+00	N 89° 58' 00" W	100.00	0.0000	0.00	100.00

NOTES:
 1. SEE SHEET 2 FOR STATION POINTS.
 2. SEE SHEET 10 FOR OTHER SURVEY DATA.
 3. SEE SHEET 12 FOR OTHER SURVEY DATA.

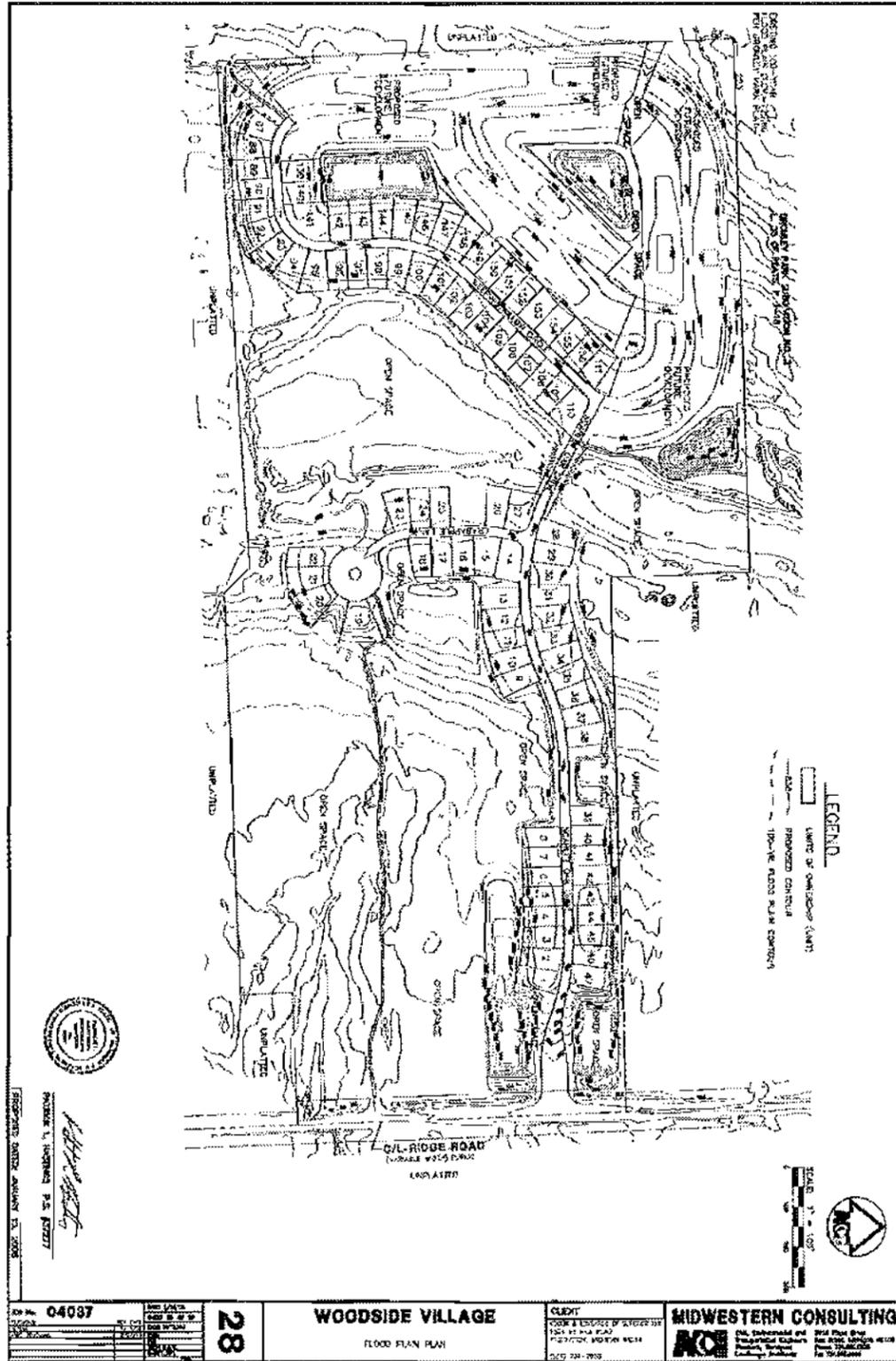
LEGEND:
 - - - - - EXISTING SIDEWALK
 - - - - - EXISTING DRIVEWAY
 - - - - - EXISTING UTILITY LINE
 - - - - - EXISTING EASEMENT



APPROVED DATE: JANUARY 12, 2009
 MORGAN L. HENNINGER P.S. 00727

PROJECT NO. 04037	DATE 1/12/09	CLIENT WOODSIDE VILLAGE	PROJECT WOODSIDE VILLAGE	DATE 1/12/09	PROJECT WOODSIDE VILLAGE
PROJECT WOODSIDE VILLAGE		PROJECT WOODSIDE VILLAGE		PROJECT WOODSIDE VILLAGE	
PROJECT WOODSIDE VILLAGE		PROJECT WOODSIDE VILLAGE		PROJECT WOODSIDE VILLAGE	

Exhibit A to Second Amendment to Master Deed



SUPERIOR TOWNSHIP BUILDING DEPARTMENT
MONTH-END REPORT
APRIL 2013

Category	Estimated Cost	Permit Fee	Number of Permits
*Coin-Renovations	\$0.00	\$0.00	1
*Res-Additions (Inc. Garages)	\$0.00	\$416.00	3
*Res-New Building	\$0.00	\$2,232.00	1
*Res-Renovations	\$80,000.00	\$694.00	5
ADDITIONS	\$0.00	\$1,150.00	1
BUSINESS/COMMERCIAL	\$0.00	\$2,610.00	2
DEMOLITIONS	\$0.00	\$100.00	1
ELECTRIC PERMITS	\$0.00	\$653.00	7
HOSPITAL	\$0.00	\$5,572.00	1
MECHANICAL PERMIT	\$0.00	\$1,115.00	12
PLUMBING PERMITS	\$0.00	\$120.00	2
REMODEL/REPAIRS	\$0.00	\$897.00	9
Totals	\$80,000.00	\$15,559.00	45

SUPERIOR TOWNSHIP BUILDING DEPARTMENT
YEAR-TO-DATE REPORT

Category	Estimated Cost	Permit Fee	Number of Permits
*Com-Other Non-Building	\$60,000.00	\$840.00	2
*Com-Renovations	\$244,428.00	\$1,200.00	2
*Res-Additions (Inc. Garages)	\$60,540.00	\$776.00	5
*Res-New Building	\$2,498,425.00	\$13,855.00	6
*Res-Renovations	\$350,610.00	\$2,973.00	21
ADDITIONS	\$0.00	\$1,150.00	1
BUSINESS/COMMERCIAL	\$0.00	\$2,610.00	2
DEMOLITIONS	\$0.00	\$100.00	1
ELECTRIC PERMITS	\$0.00	\$3,574.00	33
HOSPITAL	\$0.00	\$5,572.00	1
MECHANICAL PERMIT	\$0.00	\$4,870.00	43
MOBILE HOMES	\$0.00	\$290.00	4
PLUMBING PERMITS	\$0.00	\$1,360.00	15
PRIVATE ROAD	\$0.00	\$0.00	1
REMODEL/REPAIRS	\$0.00	\$1,433.00	13
Totals	\$3,214,003.00	\$40,603.00	150

**2013 Fire Department Responses
April 2013**

Structure Fires: 2

Vehicle Fires: 2

Brush Fires: 5

Trash Fires: 0

Medical Emergencies: 63

Personal Injury Accidents:3

4-22-13 5325 Elliot DR

4-24-13 Ridge @ Geddes

4-12-13 Prospect @ Geddes

Property Damage Accidents: 9

Residential Fire Alarm: 9

Commercial Fire Alarm: 4

St. Joseph Mercy Hospital Alarms: 1

Utility Emergency: 1

Public Service Request: 0

Good Intent: 0

Carbon Monoxide Alarms: 1

Mutual Aid: 11

All Other Incidents: 1

Total Alarms: 107

Burn Permits: 55

Superior Township Fire Department Mutual Aid Responses March 2013

Date	Type	Department	Location	Shift	Info
04/04/13	MA Given	Salem	8963 Joy Rd	1	Brush Fire
04/05/13	AMA Given	AATFD	Us-23 @ Joy	2	Rollover
04/07/13	MA Given	Salem	Dixboro @ Joy	2	Brush Fire
04/09/13	AMA Given	AATFD	WB M-14 @ Earhart	2	Rollover
04/12/13	AMA Received	AATFD	Prospect @ Geddes	3	Rollover
04/17/13	MA Given	AATFD	Dixboro @ HRD	3	MVA
04/19/13	AMA Received	YTFD/AATFD	8884 Macarthur Blv.	3	Structure Fire
04/19/13	MA Given	AATFD	US-23 @ Plymouth	3	MVA
04/19/13	MA Given	AATFD	Plymouth @ Earhart	3	MVA
04/23/13	MA Given	YTFD	Concord Dr.	2	EMS
04/25/13	MA Given	AATFD	662 Hampstead Ln.	2	Structure Fire
04/28/13	MA Given	AA City	1225 Bending	3	Structure Fire
04/29/13	AMA Received	AATFD	Ridge@ Mott Rd.	1	Rollover

APRIL 2013

TO: BILL MCFARLANE SUPERVISOR

FROM: SHAUN BACH - CAPTAIN

SUBJECT: HOSPITAL ALARMS

DATE: 5-5-2013

**SUPERIOR TOWNSHIP FIRE DEPARTMENT FALSE ALARM RESPONSES TO
SAINT JOSEPH HOSPITAL APRIL 2013**

TOTAL FALSE ALARMS: 1

1ST ALARM NO CHARGE

ALARM LOCATIONS:

5401 MCAULEY DR. 4-4-2013

Charter Township of Superior

Fire Department

7999 Ford Road. Ypsilanti, Michigan 48198

To: William McFarlane, Supervisor

Date: May 1, 2013

Ref: Fire Marshal Report for April 2013

4/1/2013

Did fire marshal report for March 2013

Talked with Ed from Jackson Associates about sprinkler inspection at MOC Suite 304

4/2/2013

Finished fire investigation report for vehicle fire at Stamford and MacArthur Blvd

Pickup oxygen bottles from Ann Arbor Welding

4/3/2013

Conducted a sprinkler inspection at MOC suite 304

Worked on structure fire investigation report

4/4/2013

Worked on structure fire investigation report

Talked with special agent Miller from the FBI about ELF fires

4/8/2013

Talked with principal of South pointe Schools about occupancy load for gym

Finished fire investigation report for vehicle fire on Panama Ave

4/9/2013

Had meeting with Mr. Clark about open burning on Autumn Lane

Had meeting with special agent Miller from the FBI about the ELF fires in 2003

4/10/2013

Reviewed final site plan for Hyundai Phase two

Talked with Compo construction about blocking road at construction site

Faxed and mail letter to Hyundai about training at their facility

Worked on Fire investigation report

4/11/2013

Did fire alarm testing at MOC suite 304

Attended Midwest Fire Rescue Expo

4/14/2013

Started structure fire investigation for fire on Nottingham Drive

4/15/2013

Attended fire investigation meeting at Saline Fire Department

Did inspection at in Glennborough Subdivision

4/17/2013

Worked on fire investigation report for fire on Nottingham Drive

Check hydrant clearance at Washtenaw Community College

Had meeting with Principal of South Pointe School about occupancy limits for assemblies at the school

Met with special agent Miller from FBI

4/18/2013

Finished fire investigation report for structure fire on Nottingham drive

Had meeting with Thomas from Unified Fire Investigation about fire on Nottingham drive

Worked on vehicle fire investigation report

4/19/13

Responded to structure fire on MacArthur started investigation into cause

4/22/2013

Sent environmental information to Mannik and Smith Group about Graichen property

Finished vehicle fire investigation report

Responded to MVA at St Joe Hospital

Worked on fire investigation report for apartment fire on 4/19/2013

4/23/2013

Finished fire investigation for fire on MacArthur

Sent letter to utility department about low fire hydrant at Washtenaw Community College

4/24/2013

Sent fire code violation notice to Washtenaw Community College

Updated information in computer for Washtenaw Community College

4/25/2013

Inspection and meeting at Superior Woods

Responded to structure fire in Ann Arbor Township assisted in the investigation into cause of fire

4/26/12

Had meeting at Ann Arbor Township Fire about structure fire on April 25, 2013

4/29/13

Typed and sent second letter to Superior Woods about fire code inspection

4/30/13

Started fire investigation report for fire at 662 Hampstead Lane Ann Arbor Township

Researched requirements for a gate and access road for Westridge

Reviewed new state fireworks law

Total Inspections to date: 19

Total Fire Investigations to date: 11

Structure Fire Investigations: 8

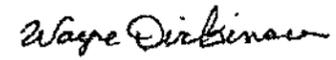
Grass Fire Investigations: 0

Vehicle Fire investigations: 2

Total Hours for April 2013. 99.5 hrs.

Total Hour to Date: 425 hrs.

Respectfully Submitted:



Wayne Dickinson, Fire Marshal

Superior Township Fire Department

Cc. Dave Phillips, Clerk

Superior Township Ordinance Report
April to May 2013

Landscape Debris-Blight

Ordinance 165

9296 Panama notice sent	accumulation of household objects in front of house including washer and furniture. 1 st removed
9304 Panama	accumulated household items in drive and porch, 1 st notice sent
8624 hemlock	junk at curb, notice, removed
1786 Wexford	junk at curb, notice, removed
8632 Pine ct.	junk at side of house, notice to owner, partially clear, pending
1617 Harvest	Rubble in yard, owner contacted, pending.
Berkshire at Wiltshire	Pile of rocks at curb – notice sent to developer, pending
10948 Cherry Hill area	junk and inoperable car on property. Resident notified, Resident responded, has slowly begun to clear area
8611 Cedar Ct.	yard waste at curb, notice, removed
8625 Hemlock	Sidewalk incomplete, owner contacted, repaired
1803 Hamiet	yard waste at curb, notice, removed
2989 Mott rd	piles of asphalt in yard, 1st notice sent
Dover Ct.	two hoops in street, referred to WCSO
Golfview Sub	overgrown grass, 1 st notice sent to owner
8427 Berkshire	deteriorating roof – 30 day letter sent under Property Maintenance Ordinance

8435 Berkshire deteriorating roof – 30 day letter sent under Property Maintenance Ordinance

8638 Heather Ct. large pile of branches at curb, 1st notice to resident removed

2400 Hickman building without windows or doors, owner contacted by Building official

Noise Complaints

Animals

Vehicles

1726 Devon Vehicle in street with flats, referred to WCSO

5600 Meadow inoperable vehicle in drive, 1st notice, no response to date, pending

1510 Harvest vehicle parked on lawn, notice sent, resident responded agreed to keep car off lawn, car moved

1513 Harvest vehicle parked on lawn, notice sent, owner responded agreed to remove vehicle, car was moved

1069 Stamford inoperable vehicle, 1st contact, pending

1510 Harvest vehicle on lawn, contacted resident, moved

1513 Harvest vehicle on lawn, contacted resident, moved

1645 Harvest inoperable vehicle in drive, notice sent, resident promised to move within two weeks

9886 High Meadow vehicle in drive with expired plates, 1st notice sent

Miles: 211

Time: 41



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road • Ann Arbor, Michigan 48105-9732 • OFFICE (734) 971-8400 • FAX (734) 973-4624 • EMAIL sheriff@awashlenaw.org

MARK A. PTASZEK
UNDERSHERIFF

May 7th, 2013

Supervisor William McFarlane
Superior Charter Township
3040 N. Prospect Rd
Ypsilanti, MI 48198

Mr. McFarlane,

The following data summarizes the law enforcement activities in Superior Township during the month of April, 2013. Included you will find a breakdown of time spent in Superior Township, a Law Enforcement Activity Report, a summary of Highlighted Calls for Service, a Deputy Activity Summary, and a Summary of Citations issued in Superior Township.

Attached please find the Superior Township Alarm breakdown for the month of April which has already been forwarded to your billing department.

I am pleased to report that two juvenile suspects of a Burglary and a Larceny were recently convicted for their crimes after diligent pursuit and thorough investigation by Deputies. As always, our goal is to follow each case through to conviction whenever possible.

Please be sure to make everyone aware of the arrival of Lieutenant Marlene Radzik and former Detective Sgt. Bell. Both Lt. Radzik and Sgt. Bell bring many years of experience and unparalleled expertise to their new positions. They will be the new front-line supervision working to keep your Township Superior.

Please review and accept this report at your next Board Meeting. If you have any questions or require any additional information please contact me personally and I will supply you the necessary information.

Sincerely,

Sergeant P. Cook
Station #6



Memorandum

To: Superior Township Board of Trustees
From: Utility Department
Date: May 20, 2013
Re: Utility Department Report

- The station manufacturer, EFI, has completed the physical replacement of all components of the LeForge Booster Station that had pipe deterioration issues. They also made repairs to the station that was not part of the corrosion issue, totaling \$23,812.00, which was pre-approved by the Board at its February 2013 meeting.

The station is currently not in service because of problems with the meter found at start-up. Parts are currently on order for the meter repair.

Maintenance personnel have worked closely with EFI at this booster station. We assisted with flushing, flowing and bacteriological testing in an effort to expedite getting the station back in service.

- Maintenance personnel, using our mobile video equipment, assisted residents in our water and sewer district, by televising their sanitary sewer leads, providing them a copy of the video and the report generated by our staff, in an effort to help them determine how to address problems with their leads.

Scheduling this process only occurs after a resident has experienced a back-up, caused by their sanitary sewer lead. This service was performed for the following addresses:

1. 8606 Kingston Court
 2. 1334 Stamford Road
 3. 8657 Deering Street
 4. 8565 Windsor Court
 5. 1238 Stamford Road
- Department personnel excavated and replaced the stop boxes at 1811 Hamlet and 1656 Harvest Lane. These water shut-offs are used to stop water service to homes for plumbing repairs and/or emergencies.
 - Maintenance personnel jetted and vactored approximately 400' of sanitary sewer main along Abigail Drive. This main flows directly into our Prospect Pointe Lift Station and was found to be partially plugged, during our routine sanitary sewer checks.
 - We jetted Nottingham Drive and Court from Clark Road to Stephens Drive. This main was found to be partially plugged during routine sanitary sewer checks.

Superior Township Utility Department

Balance Sheet

As of March 31, 2013

	Mar 31, 13	Feb 28, 13	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
100 - CASH - O&M			
101 - O&M Checking - Chase	285,125.79	204,311.67	80,814.12
103 - O&M Cash in Register	300.00	300.00	
104 - O&M Petty Cash	100.00	100.00	
112 - O&M Checking - Comerica	961,201.29	961,201.29	
Total 100 - CASH - O&M	1,246,727.08	1,165,912.96	80,814.12
115 - CASH - SYSTEM REPAIR RESERVE			
119 - SR Checking - Comerica			
	604,673.22	604,673.22	
Total 115 - CASH - SYSTEM REPAIR RESE..	604,673.22	604,673.22	
120 - CASH - CAPITAL RESERVE			
124 - Cap. Res. Checking - Comerica			
	639,862.81	639,862.81	
125 - CR Checking - Chase	2,163,650.51	2,204,650.51	(41,000.00)
Total 120 - CASH - CAPITAL RESERVE	2,803,513.32	2,844,513.32	(41,000.00)
140 - CASH - DEBT SERVICE RESERVE			
144 - Deb. Serv. Checking - Comerica			
	990,009.81	990,009.81	
Total 140 - CASH - DEBT SERVICE RESER...	990,009.81	990,009.81	
Total Checking/Savings	5,644,923.43	5,605,109.31	39,814.12
Accounts Receivable			
160 - A/R - Due From Other Funds			
	20,811.35	4,562.87	16,248.48
161 - A/R - Other Customers	91,673.02	60,302.14	31,370.88
162 - A/R - Water/Sewer Bills (UB)	470,322.08	548,452.47	(78,130.39)
Total Accounts Receivable	582,806.45	613,317.48	(30,511.03)
Other Current Assets			
164 - Undeposited Funds			
	15,426.02	24,944.96	(9,518.94)
166 - Prepaid Expenses	31,602.44	26,436.28	5,166.16
170 - Inventory - Meters & Parts	38,432.60	63,126.04	(24,693.44)
Total Other Current Assets	85,461.06	114,507.28	(29,046.22)
Total Current Assets	6,313,190.94	6,332,934.07	(19,743.13)
Fixed Assets			
174 - Buildings			
	3,175,749.44	3,175,749.44	
175 - Acc. Dep. - Buildings	(609,646.49)	(600,388.66)	(9,257.83)
176 - Water & Sewer System	19,004,018.15	19,004,018.15	
177 - Acc. Dep. - Water & Sewer Sys.	(4,881,811.71)	(4,839,813.71)	(41,998.00)
178 - Improvements & Equipment	849,254.56	849,254.56	
179 - Acc. Dep - Imp. & Equipment	(637,409.72)	(634,838.39)	(2,571.33)
180 - Office improvements	122,945.12	122,945.12	
181 - Acc. Dep. - Office Improvements	(12,072.84)	(11,643.84)	(429.00)
182 - Office Furniture & Equipment	138,884.34	138,884.34	
183 - Acc. Dep. - Off. Furn. & Equip.	(113,999.25)	(112,753.50)	(1,245.75)
184 - Vehicles	522,213.35	522,213.35	
185 - Acc. Dep. - Vehicles	(414,757.26)	(410,844.84)	(3,912.42)
186 - Metering Program	110,008.00	110,008.00	
187 - Acc. Dep. - Meter Program	(109,806.99)	(109,784.66)	(22.33)
188 - Land	210,462.50	210,462.50	
Total Fixed Assets	17,354,031.20	17,413,467.86	(59,436.66)
TOTAL ASSETS	23,667,222.14	23,746,401.93	(79,179.79)

Superior Township Utility Department

Balance Sheet

As of March 31, 2013

	Mar 31, 13	Feb 28, 13	\$ Change
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
200 - A/P - Due To Other Funds	3,179.76	3,210.78	(31.02)
205 - A/P - Vendors	114,281.11	107,002.53	7,278.58
Total Accounts Payable	117,460.87	110,213.31	7,247.56
Other Current Liabilities			
219 - Contracts Payable			
221 - CP - 2003 Bond		1,337,147.86	(1,337,147.86)
222 - CP - 2010 YCUA Refunded Bo...	2,525,443.59	2,525,443.59	
223 - 2003 Refunded Bond	1,337,147.86		1,337,147.86
Total 219 - Contracts Payable	3,862,591.45	3,862,591.45	
225 - Accrued Vacation & Sick Pay	53,058.31	53,058.31	
Total Other Current Liabilities	3,915,649.76	3,915,649.76	
Total Current Liabilities	4,033,110.63	4,025,863.07	7,247.56
Long Term Liabilities			
259 - Deferred Income	17,595.00	17,595.00	
Total Long Term Liabilities	17,595.00	17,595.00	
Total Liabilities	4,050,705.63	4,043,458.07	7,247.56
Equity			
390 - Retained Earnings	19,796,974.62	19,796,974.62	
Net Income	(180,458.11)	(94,030.76)	(86,427.35)
Total Equity	19,616,516.51	19,702,943.86	(86,427.35)
TOTAL LIABILITIES & EQUITY	23,667,222.14	23,746,401.93	(79,179.79)

SUPERIOR TOWNSHIP UTILITY DEPARTMENT
O&M PROFIT & LOSS - BUDGET TO ACTUAL
JANUARY THROUGH MARCH 2013

	JAN-MAR 13	BUDGET	\$ OVER BUDGET	% OF BUDGET
ORDINARY INCOME/EXPENSE				
INCOME				
400 WATER & SEWER INCOME				
401 WATER & SEWER SALES				
404 WATER SALES	337,821.66	1,658,722.00	(1,350,900.34)	20.0%
405 SEWER SALES	219,484.44	892,162.00	(672,677.56)	24.6%
TOTAL 401 WATER & SEWER SALES	557,306.10	2,550,884.00	(2,023,577.90)	21.6%
408 PENALTY INCOME	11,964.90	42,000.00	(30,635.10)	27.1%
TOTAL 400 WATER & SEWER INCOME	569,271.00	2,622,884.00	(2,054,213.00)	21.7%
410 METER SALES INCOME	350.00	5,000.00	(4,650.00)	7.0%
420 MISCELLANEOUS INCOME				
421 FEES	535.00	3,000.00	(2,465.00)	17.8%
423 CUSTOMER CALL OUT INCOME	182.70	1,000.00	(817.30)	18.3%
425 OTHER MISCELLANEOUS INCOME	3,136.04	3,500.00	(363.96)	89.6%
TOTAL 420 MISCELLANEOUS INCOME	3,853.74	7,500.00	(3,646.26)	51.4%
440 INTEREST INCOME				
450 INTEREST ON LOANS TO DEVELOPERS	0.00	2,318.00	(2,318.00)	0.0%
TOTAL 440 INTEREST INCOME	0.00	2,318.00	(2,318.00)	0.0%
TOTAL INCOME	572,874.74	2,637,702.00	(2,064,827.26)	21.7%
GROSS PROFIT	572,874.74	2,637,702.00	(2,064,827.26)	21.7%
EXPENSE				
550 WATER & SEWER PURCHASED				
555 WATER PURCHASED	137,588.93	989,701.00	(792,112.07)	20.0%
560 SEWER PURCHASED	93,406.38	612,414.00	(519,007.62)	15.3%
TOTAL 550 WATER & SEWER PURCHASED	290,995.31	1,602,115.00	(1,311,119.69)	18.2%
600 PAYROLL EXPENSES				
601 SALARIES	118,566.03	440,692.00	(322,125.97)	26.9%
602 OVERTIME PREMIUM	741.91	4,864.00	(4,122.09)	15.3%
603 LONGEVITY/TAX BENEFITS	9,322.66	21,520.00	(12,197.34)	23.3%
605 FICA/MEDICARE	9,558.32	34,646.00	(25,087.68)	27.6%
607 EMPLOYEE INSURANCE	29,452.52	110,917.00	(81,464.48)	26.6%
609 PENSION EXPENSE	10,792.21	43,935.00	(33,142.79)	24.6%
610 EMERGENCY HEALTH SAVINGS ACCOUNT	3,442.50	13,770.00	(10,327.50)	25.0%
TOTAL 600 PAYROLL EXPENSES	181,876.15	670,344.00	(488,467.85)	27.1%
611 BUILDING & EQUIPMENT EXPENSES				
611-AB ADMINISTRATION BUILDING				
620-AB REPAIRS & MAINTENANCE	631.45	4,000.00	(3,368.55)	15.8%
643-AB COMPUTER SERVICES & SUPPLIES	908.97	11,000.00	(10,091.03)	8.3%
645-AB OPERATING SUPPLIES	710.47	4,000.00	(3,289.53)	17.8%
665-AB UTILITIES	2,116.33	7,000.00	(4,883.67)	30.2%
668-AB TELECOMMUNICATIONS	1,000.86	6,000.00	(4,999.14)	16.7%
677-AB LEASED EQUIPMENT	893.13	4,000.00	(3,106.87)	22.3%
678-AB CLEANING SERVICES	520.00	2,000.00	(1,480.00)	26.0%
TOTAL 611-AB ADMINISTRATION BUILDING	6,781.71	38,000.00	(31,218.29)	17.9%

SUPERIOR TOWNSHIP UTILITY DEPARTMENT
O&M PROFIT & LOSS - BUDGET TO ACTUAL
JANUARY THROUGH MARCH 2013

	JAN - MAR 13	BUDGET	\$ OVER BUDGET	% OF BUDGET
611-MF MAINTENANCE FACILITY				
620-MF REPAIRS & MAINTENANCE	3,102.65	10,000.00	(6,897.35)	31.0%
643-MF COMPUTER SERVICES & SUPPLIES	698.30	6,000.00	(5,301.70)	11.6%
645-MF OPERATING SUPPLIES	3,030.85	8,000.00	(4,969.15)	37.9%
665-MF UTILITIES	7,674.95	20,000.00	(12,325.05)	38.4%
668-MF TELECOMMUNICATIONS	1,066.02	5,000.00	(3,933.98)	21.3%
TOTAL 611-MF MAINTENANCE FACILITY	15,572.77	49,000.00	(33,427.23)	31.5%
611-LB LIFT & BOOSTER STATIONS				
620-LB REPAIRS & MAINTENANCE	2,818.95	7,000.00	(4,181.05)	40.3%
645-LB OPERATING SUPPLIES	0.00	1,000.00	(1,000.00)	0.0%
665-LB UTILITIES	4,392.64	20,000.00	(15,607.36)	22.0%
668-LB TELECOMMUNICATIONS	166.66	600.00	(433.34)	27.6%
TOTAL 611-LB LIFT & BOOSTER STATIONS	7,378.25	28,600.00	(21,221.75)	25.8%
TOTAL 611 BUILDING & EQUIPMENT EXPENSES	29,732.73	115,600.00	(85,867.27)	25.7%
670 OTHER EXPENSES				
618 REPAIRS & MAINTENANCE - OTHER				
620 R&M - SYSTEM	4,393.44	15,000.00	(10,606.56)	29.3%
625 R&M - ROOT FOAMING	0.00	10,000.00	(10,000.00)	0.0%
TOTAL 618 REPAIRS & MAINTENANCE - OTHER	4,393.44	25,000.00	(20,606.56)	17.6%
630 PROFESSIONAL SERVICES				
631 PS - ENGINEERS (OHM)	6,584.00	15,000.00	(8,416.00)	43.9%
632 PS - AUDITORS (PHP)	0.00	5,740.00	(5,740.00)	0.0%
634 PS - TWP. ACCOUNTANT	500.01	2,000.00	(1,499.99)	25.0%
636 PS - ATTORNEYS	0.00	2,000.00	(2,000.00)	0.0%
636 PS - OTHER	0.00	250.00	(250.00)	0.0%
638 PS - MW FEES	110.77	500.00	(389.23)	22.2%
TOTAL 630 PROFESSIONAL SERVICES	7,194.78	25,490.00	(18,295.22)	28.2%
650 EMPLOYEE RELATED EXPENSES				
651 UNIFORMS	293.77	3,000.00	(2,706.23)	9.8%
652 TRANSPORTATION & MILEAGE	331.02	2,000.00	(1,668.98)	16.6%
653 EMPLOYEE TRAINING	530.00	3,000.00	(2,470.00)	17.7%
656 MISC. EMPLOYEE EXPENSES	115.50	600.00	(484.50)	19.3%
TOTAL 650 EMPLOYEE RELATED EXPENSES	1,270.29	8,600.00	(7,329.71)	14.8%
671 METERS & SUPPLIES	19,427.59	10,000.00	9,427.59	194.3%
672 FUEL	2,287.27	9,000.00	(6,712.73)	25.4%
673 INSURANCE & BONDS	6,738.05	26,000.00	(19,261.95)	25.9%
676 POSTAGE	1,003.99	4,500.00	(3,496.01)	22.3%
701 BAD DEBT EXPENSE	3,136.04	3,100.00	36.04	101.2%
709 PRINTING & PUBLISHING	1,339.72	4,000.00	(2,660.28)	33.5%
711 MEMBERSHIPS, DUES & LICENSES	2,200.11	5,500.00	(3,299.89)	40.0%
712 MISCELLANEOUS EXPENSE	0.00	500.00	(500.00)	0.0%
TOTAL 670 OTHER EXPENSES	48,991.28	121,690.00	(72,698.72)	40.3%
TOTAL EXPENSE	551,595.47	2,509,749.00	(1,958,153.53)	22.0%
NET ORDINARY INCOME	21,279.27	127,953.00	(106,673.73)	16.6%

SUPERIOR TOWNSHIP UTILITY DEPARTMENT
 O&M PROFIT & LOSS - BUDGET TO ACTUAL
 JANUARY THROUGH MARCH 2013

	JAN-MAR 13	BUDGET	\$ OVER BUDGET	% OF BUDGET
OTHER INCOME/EXPENSE				
OTHER EXPENSE				
25011 TRANSFERS OUT				
85611 TRANS. OUT TO CAPITAL RESERVE	0.00	127,953.00	(127,953.00)	0.0%
TOTAL 85011 TRANSFERS OUT	0.00	127,953.00	(127,953.00)	0.0%
TOTAL OTHER EXPENSE	0.00	127,953.00	(127,953.00)	0.0%
NET OTHER INCOME	0.00	(127,953.00)	127,953.00	0.0%
NET INCOME	21,279.27	0.00	21,279.27	100.0%

SUPERIOR TOWNSHIP UTILITY DEPARTMENT
Y-T-D PROFIT & LOSS BY CLASS
JANUARY THROUGH MARCH 2013

	O&M		CAP. RES.		SYS. REP. RES.		DEBT SERV.		TOTAL	
	JAN-MAR 13	JAN-MAR 12	JAN-MAR 13	JAN-MAR 12	JAN-MAR 13	JAN-MAR 12	JAN-MAR 13	JAN-MAR 12	JAN-MAR 13	JAN-MAR 12
ORDINARY INCOME/EXPENSE										
INCOME										
4001 WATER & SEWER INCOME	568,671	542,131							568,671	542,131
4101 METER SALES INCOME	350	350							350	350
4121 CONNECTION FEES INCOME				129,870						129,870
4201 MISCELLANEOUS INCOME	3,654	5,783							3,654	5,783
4401 INTEREST INCOME		874		1,928		795		889		4,466
TOTAL INCOME	572,875	549,118		131,798		795		889	572,875	662,590
GROSS PROFIT	572,875	549,118		131,798		795		889	572,875	662,590
EXPENSE										
5501 WATER & SEWER PURCHASED	290,995	326,972							290,995	326,972
6001 PAYROLL EXPENSES	181,876	172,526							181,876	172,526
8111 BUILDING & EQUIPMENT EXPENSES	29,733	33,090	178,310	180,653					208,043	213,754
6701 OTHER EXPENSES	48,991	23,013							48,991	26,013
5891 BOND EXPENSES							23,427	64	23,427	64
TOTAL EXPENSE	551,595	559,602	178,310	180,653			23,427	64	753,333	739,329
NET ORDINARY INCOME	21,279	(9,483)	(178,310)	(48,855)		795	(23,427)	805	(180,458)	(56,750)
OTHER INCOME/EXPENSE										
OTHER INCOME										
8001 TRANSFERS IN				75,000						75,000
TOTAL OTHER INCOME				75,000						75,000
OTHER EXPENSE										
8501 TRANSFERS OUT		75,000								75,000
TOTAL OTHER EXPENSE		75,000								75,000
NET OTHER INCOME		(75,000)		75,000						
NET INCOME	21,279	(84,483)	(178,310)	26,134		795	(23,427)	805	(180,458)	(56,750)

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SUPERIOR TOWNSHIP UTILITY DEPARTMENT
A/R - DUE FROM OTHER FUNDS (ACCT. 160)
AS OF MARCH 31, 2013

TYPE	DATE	NUM	NAME	MEMO	OPEN BALANCE
CURRENT					
TOTAL CURRENT					
1-99					
INVOICE	5/21/13	2013IC-12	SUPERIOR TWP. FIRE DEPT. 2002 BOND	2002 BOND PAYMENT - FIRE'S PORTION	17,572.60
INVOICE	3/29/13	2013IC-13	SUPERIOR TWP. GEN'L FUND	TOWN HALL GENERATOR MAINT. CONTRACT	429.15
INVOICE	3/29/13	2013IC-16	SUPERIOR TWP. P&R	KTL'S SLY-09/13	2,809.60
TOTAL 1-99					<u>20,811.35</u>
>99					
TOTAL >99					
TOTAL					<u><u>20,811.35</u></u>

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SUPERIOR TOWNSHIP UTILITY DEPARTMENT
A/R - OTHER CUSTOMERS (ACCT. 161)
AS OF MARCH 31, 2013

TYPE	DATE	NUM	NAME	MEMO	DUE DATE	OPEN BALANCE
CURRENT						
INVOICE	3/13/13	2013-REG-07	YPSI, COMM. UTIL. AUTH.	2012 SEWER CREDIT	4/5/13	55,424.44
INVOICE	8/21/12	1335	RICHARD AND MYONG BUTLER	UC PERMIT- 1691 N. PROSPECT	8/21/13	16,200.00
TOTAL CURRENT						71,624.44
1-99						
INVOICE	3/5/13	2013-REG-05	ARBOR WOODS HOME COMMUNITY	WATER SHUT OFF AT ARBOR WOODS REQUEST	3/29/13	122.70
TOTAL 1-99						122.70
> 99						
INVOICE	10/16/12	1394	WASHTENAW COUNTY- TAX ROLL	2011 TAX ROLL, WRITTEN OFF IN 2012	10/16/12	19,877.89
INVOICE	12/21/12	1414	ARBOR WOODS HOME COMMUNITY	FINANCE CHARGE	12/21/12	42.00
INVOICE	12/21/12	1416	SUPERIOR WOODS	FINANCE CHARGE	12/21/12	6.00
TOTAL > 99						19,925.89
TOTAL						91,673.02



Prepaid Expenses (Acct. 166)

Month of: MARCH, 2013

Type	Date	Number	Name/Vendor	Memo/Expense	Amount	Balance	Left
BILL	04/19/12		XC2 SOFTWARE	BFP SOFTWARE MAINT. - 05/12-04/14	\$625.00		
JE	VARIOUS	VARIOUS		MAY 12 - MAR. 13 EXPENSE	(\$286.48)		
						\$338.52	13
BILL	07/01/12		SUPERIOR TWP. GEN'L FUND	WORKER'S COMP. INS. - 07/12-06/13	\$8,333.82		
JE	VARIOUS	VARIOUS		JUL 12 - MAR. 13 EXPENSE	(\$6,250.35)		
						\$2,083.47	3
BILL	06/14/12	7000503582	AMER. WATER WORKS ASS'N	ANNUAL DUES - 09/12-08/13	\$295.00		
JE	VARIOUS	VARIOUS		SEP. 12 - MAR. 13 EXPENSE	(\$172.10)		
						\$122.90	5
BILL	10/04/12	025-53156	TYLER TECHNOLOGIES	UB MAINT. CONTRACT - 11/12-10/13	\$1,446.06		
JE	VARIOUS	VARIOUS		NOV. 12 - MAR. 13 EXPENSE	(\$602.55)		
						\$843.51	7
BILL	10/01/12	SV9042-12	MRWA	ANNUAL DUES - 2013	\$575.00		
JE	VARIOUS	VARIOUS		JAN. - MAR. 13 EXPENSE	(\$143.72)		
						\$431.28	9
BILL	10/10/12	ZA13009456	SENSUS USA	ANNUAL MAINT. CONTRACT - 2013	\$1,524.60		
JE	VARIOUS	VARIOUS		JAN. - MAR. 13 EXPENSE	(\$381.09)		
						\$1,143.51	9
BILL	11/01/12	775159	STATE OF MICHIGAN DEQ	COMM. PUB. WATER SUPP. ANN. DUES - 2013	\$5,381.20		
JE	VARIOUS	VARIOUS		JAN. - MAR. 13 EXPENSE	(\$1,345.33)		
						\$4,035.87	9
BILL	11/21/12	20130015	MISS DIG SYSTEMS	ANNUAL DUES - 2013	\$612.88		
JE	VARIOUS	VARIOUS		JAN. - MAR. 13 EXPENSE	(\$153.25)		
						\$459.63	9
BILL	12/04/12	92579091	ESRI	ARCVIEW MAINT. FEES - 2013	\$800.00		
JE	VARIOUS	VARIOUS		JAN. - MAR. 13 EXPENSE	(\$199.97)		
						\$600.03	9
BILL	01/25/13		MCM GROUP	MUNICIPAL INSURANCE - 2013	\$17,725.00		
JE	VARIOUS	VARIOUS		JAN. - MAR. 13 EXPENSE	(\$4,431.28)		
						\$13,293.72	9
BILL	03/01/13		SUPERIOR TWP. GEN'L FUND	HAS PAYMENT - 04-06/13	\$8,250.00		
JE	VARIOUS	VARIOUS			\$0.00		
						\$8,250.00	3
Total 166 Prepaid Expenses						\$31,602.44	

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SUPERIOR TOWNSHIP UTILITY DEPARTMENT
A/P - DUE TO OTHER FUNDS (ACCT. 200)
AS OF MARCH 31, 2013

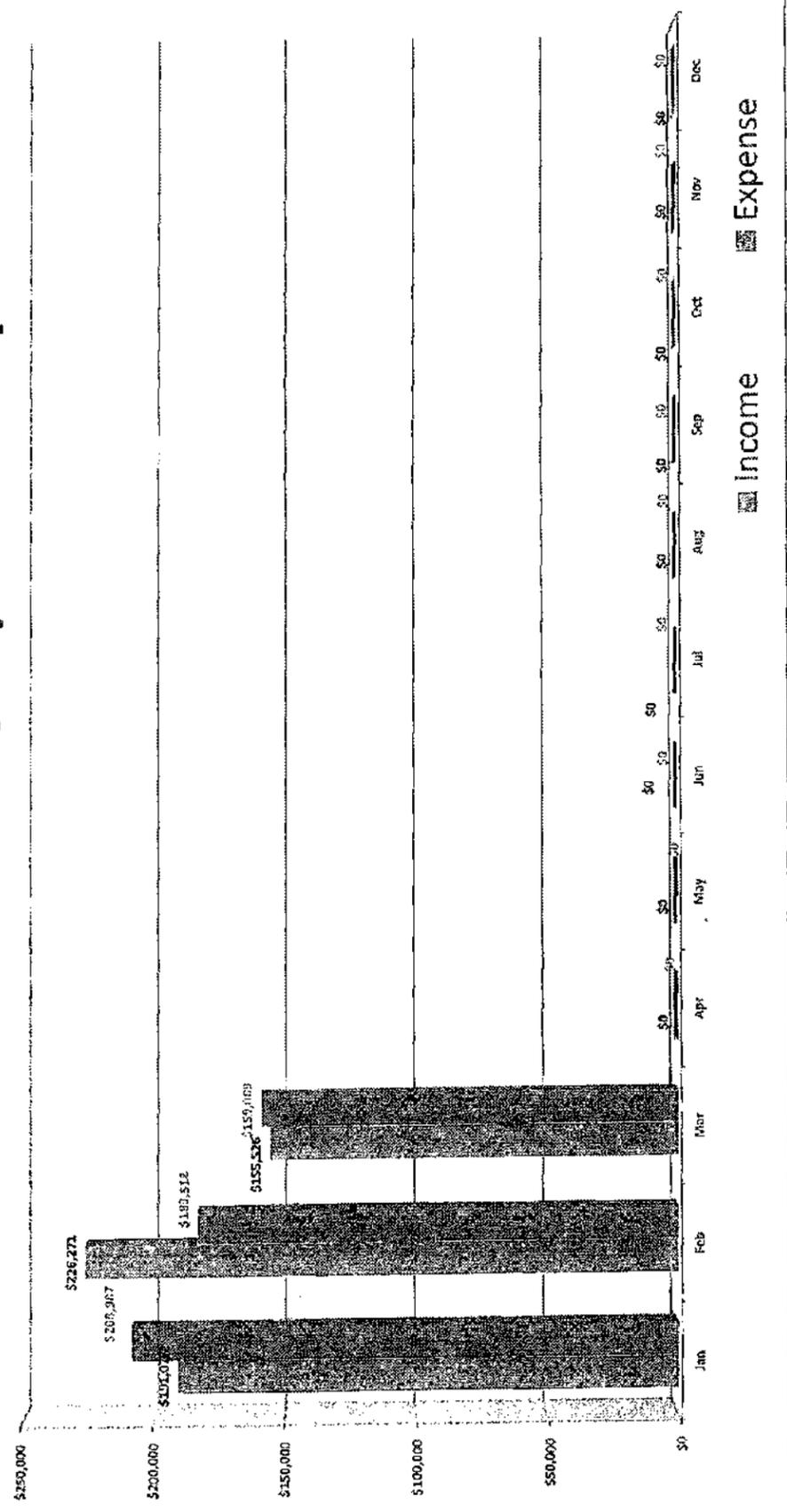
DATE	NAME	MEMO	OPEN BALANCE
CURRENT			
3/31/13	SUPERIOR TWP. PAYROLL FUND	JOHN HANCOCK PENSION-03/13	660.26
3/31/13	SUPERIOR TWP. PAYROLL FUND	MERS PENSION-03/13	2,519.50
TOTAL CURRENT			<u>3,179.76</u>
1-99			
TOTAL 1-99			
>99			
TOTAL >99			
TOTAL			<u><u>3,179.76</u></u>

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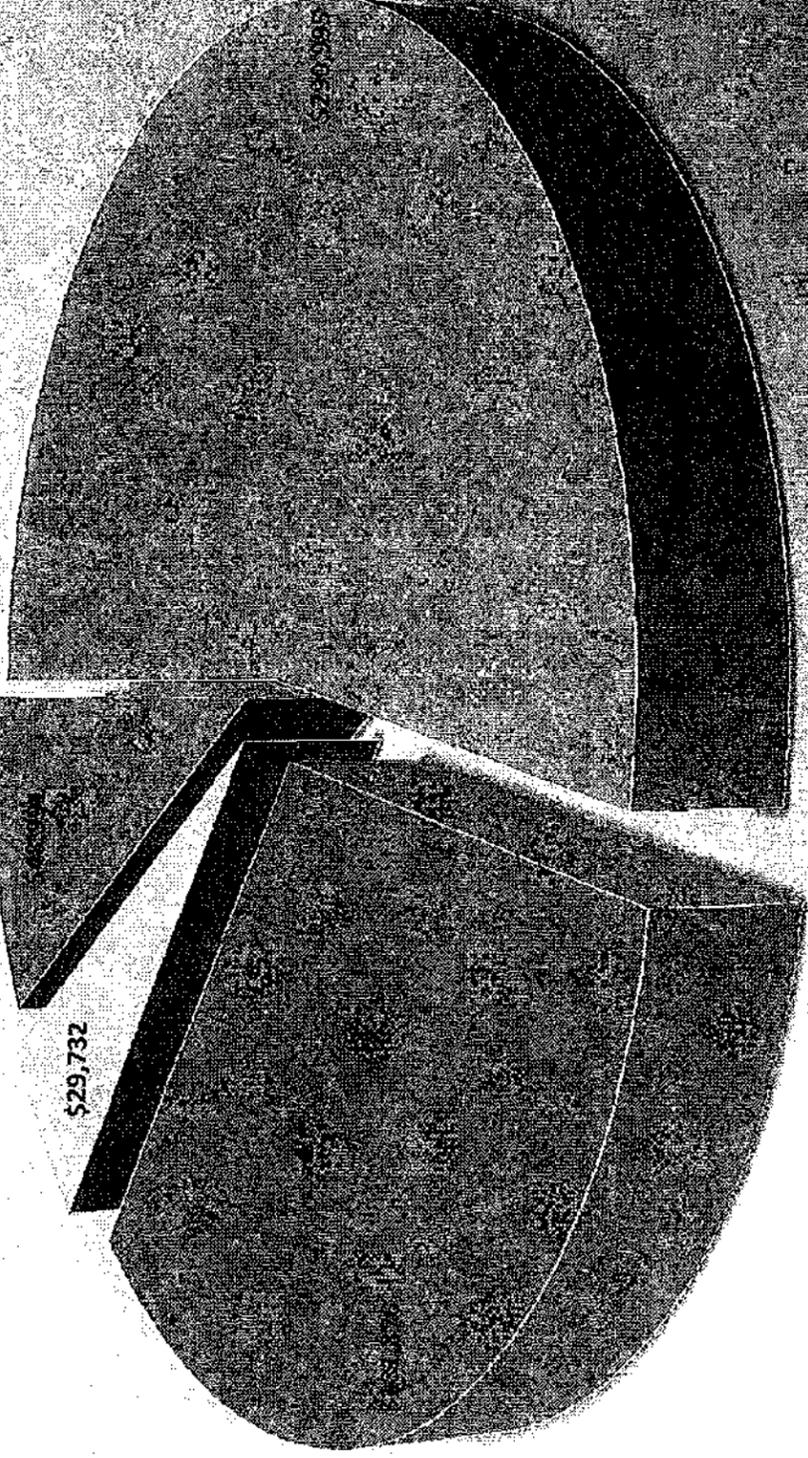
SUPERIOR TOWNSHIP UTILITY DEPARTMENT
A/P - VENDORS (ACCT. 205)
AS OF MARCH 31, 2013

DATE	NUM	NAME	MEMO	OPEN BALANCE
CURRENT				
3/31/13	287363	MAGIC-WRIGHTER	MONTHLY FEE - 03/13	46.54
3/31/13	09583 303056-01-2	COMCAST	INTERNET - ADM. BLDG. - 03/13	70.95
3/31/13	5-500-400004-01	YPSILANTI COMM. UTILITIES AUTHORITY	W/S P. - RCH. - 03/13	112,256.05
3/31/13	373260	PLUMBING PROFESSORS	SERVICE @ 6608 KINGSTON CRT.	3,000.00
3/31/13	5-500-400006-01	YPSILANTI COMM. UTILITIES AUTHORITY	W/S PURCH. - RIVERBEND - 04/13	123.81
3/31/13		RICK CHURCH	MILEAGE - 02/19-03/27/13	57.58
TOTAL CURRENT				115,586.96
> 0				
2/26/13		SAM'S CLUB	PAPER TOWELS	45.40
3/12/13		HOME DEPOT	SAW HORSES	99.91
3/12/13		AUTO-WARES GROUP (AUTO VALUE)	FLASHER UNIT FOR BACK HOE	16.99
3/13/13	7688	CITIZEN'S HEALTH INSURANCE ACCOUNT	MEDICAL INS. PREMIUM - 04/13	(5,062.66)
3/13/13		AUTO-WARES GROUP (AUTO VALUE)	STROBE LIGHT FOR BACK HOE	235.09
3/13/13	6007307231400	ADVANCE AUTO PARTS	CONDUCTOR FOR LIGHTS	2.99
3/19/13	5100678949.001	ETNA SUPPLY	RETURNED METER	(5,593.67)
3/20/13	267847000034	DTE	GAS @ ADM. BLDG. - 03/13	184.77
3/20/13	330595900052	DTE	ELECT. @ 250 W. CLARK - 03/13	163.14
3/20/13	5025503264	RICOH USA, INC.	COLOR COPIES - 1ST/13	175.07
3/21/13	7906	CITIZEN'S HEALTH INSURANCE ACCOUNT	MEDICAL INSURANCE - BORDINE - 04/13	(376.41)
3/21/13	914488	USABLEBOOK	HYDRANT DIFFUSER	116.43
3/22/13	330599500015	DTE	ELECT. @ ADM. BLDG. - 03/13	370.60
3/22/13	267847000067	DTE	ELECT. @ 810 W. CLARK - 03/13	659.28
3/22/13		WRIGHT EXPRESS FSC	GAS FOR '04 FORD - HARDING	99.00
3/23/13	330595900037	DTE	ELECT. @ 2490 HURON RIVER - 01-03/13	36.42
3/23/13	17480202	RICOH USA, INC.	COPIER LEASE - 03/13	161.88
3/23/13	32455870	WRIGHT EXPRESS FSC	FUEL CHARGES - 03/13	328.02
3/24/13	465405300018	DTE	GAS @ 3200 GEDDES - 03/13	104.67
3/25/13	330595900029	DTE	ELECT. @ 1600 HARRIS - 01-03/13	37.99
3/25/13	267847000059	DTE	GAS & ELECT. @ MAINT. FAC. - 03/13	2,241.57
3/25/13	330595900060	DTE	GAS & ELECT. @ 1756 RIDGE - 03/13	120.47
3/25/13	267847000075	DTE	ELECT. @ 1470 WIARD - 03/13	30.41
3/25/13		WRIGHT EXPRESS FSC	GAS FOR GMC - BORDINE	57.21
3/26/13	7910	CITIZEN'S HEALTH INSURANCE ACCOUNT	DENTAL INSURANCE - 04/13	(742.45)
3/26/13	7911	CITIZEN'S HEALTH INSURANCE ACCOUNT	LIFE INSURANCE - 04/13	(107.82)
3/26/13	7912	CITIZEN'S HEALTH INSURANCE ACCOUNT	VISION INSURANCE - 04/13	(170.02)
3/26/13	0139452453	ZEE MEDICAL, INC.	FIRST AID SUPPLIES	40.15
3/26/13	79999	PRINTING SYSTEMS, INC.	UTILITY BILLS (4,000)	292.90
3/27/13		AL'S CLEANING SERVICE	ADM. BLDG. CLEANING - 03/13 (4 WEEKS)	160.00
3/27/13		STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	165.46
3/27/13		HOME DEPOT	MISC. SUPPLIES	75.93
3/28/13		SAM'S CLUB	ENVELOPES	21.45
3/28/13	330595900078	DTE	GAS & ELECT. @ 1799 N. PROSPECT - 03/13	235.54
3/29/13	006-44250	CUMMINS BRIDGEWAY, LLC	REPAIR TO SECT. 36 GENERATOR	827.12
3/29/13	006-44253	CUMMINS BRIDGEWAY, LLC	GENERATOR MAINTENANCE CONTRACTS	3,261.32
3/29/13	812478	MDEQ	WATER TESTS	350.00
TOTAL > 0				(1,305.85)
TOTAL				114,281.11

2013 O&M Income/Expense Graph



2013 Year-to-Date O&M Expenses - MARCH



\$29,732

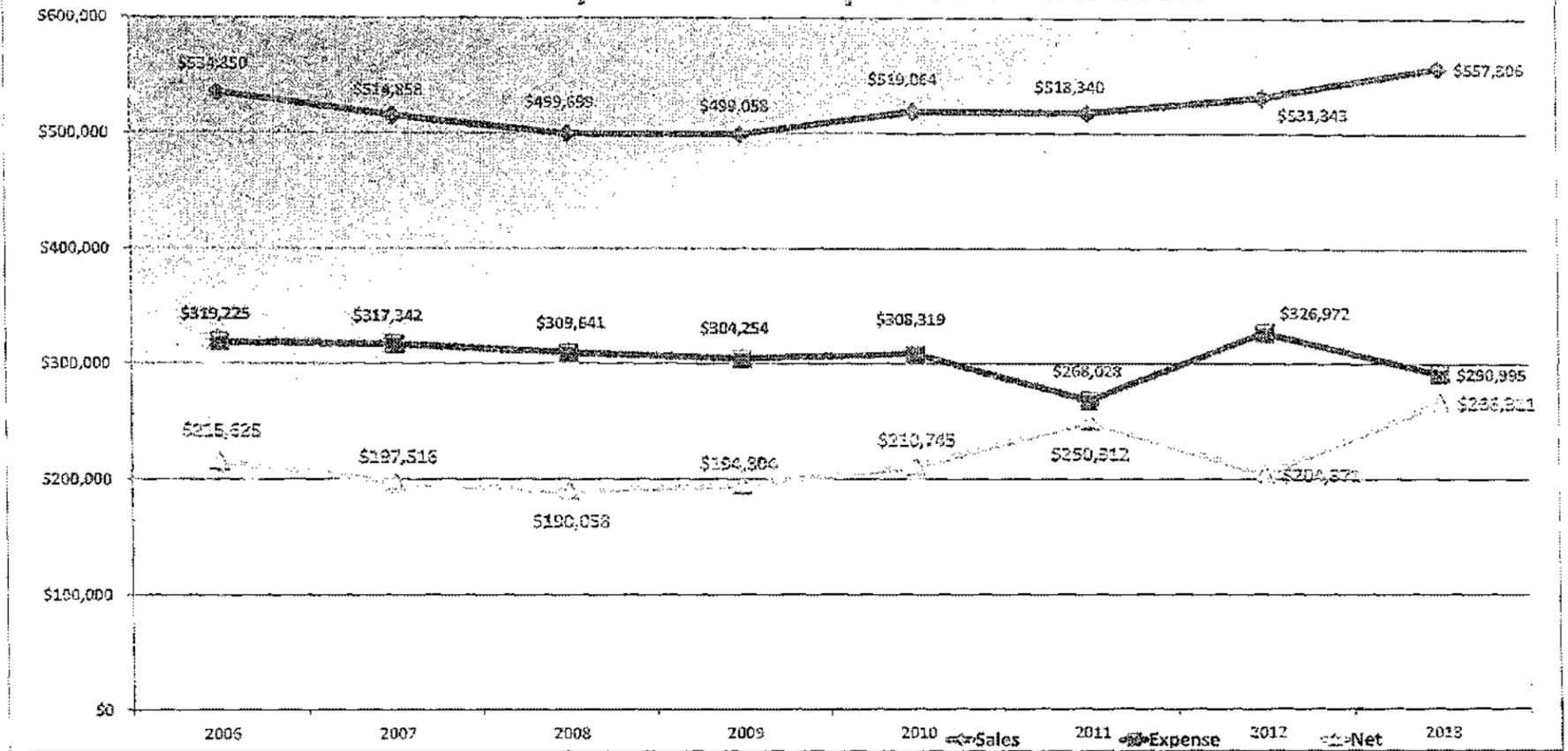
Water/Sewer Purchased 52.8%

Payroll 33.0%

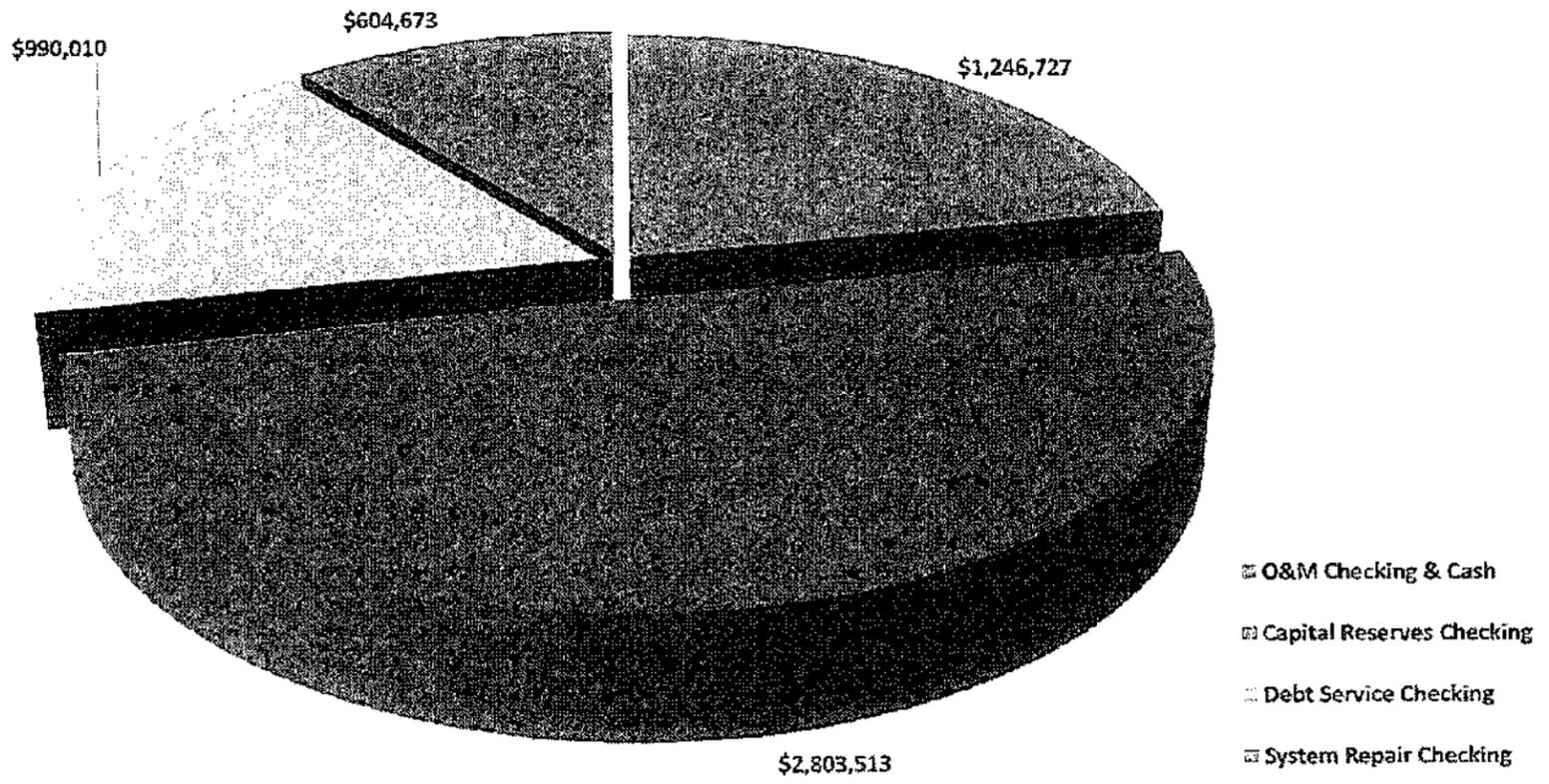
Building & Equipments 14.2%

Other 0%

YTD Water/Sewer Comparison - MARCH



UTILITY DEPARTMENT FUNDS - MARCH 2013



Lawyers Real Estate Services, LLC

607 S. Main St. Plymouth, MI48170

William McFarlane, Supervisor
3040 North Prospect
Ypsilanti, MI 48198

Supervisor, McFarlane,

I recently had the occasion to visit your offices to make inquiries on a certain property located in your township. I had come to see someone from the building department.

Upon arriving at the counter I was pleasantly greeted by Ms. Kuehn. She was not only pleasant but very professional and knowledgeable.

As a former State Representative and City Commissioner I have been at numerous meetings where citizens would come and lodge complaints about certain public employees. Sometimes there complaints were valid and others not so.

So, whenever I encounter a public employee who demonstrates professional courteous service I make sure that I make their superiors aware of that fact.

Please extend my thanks and congratulations to Ms. Kuehn. The citizens of your community are well served by good leadership and competent staff.

With Best Regards

 4/16/13
Jerry W. Vavra, J.D.

CC: Building Department

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

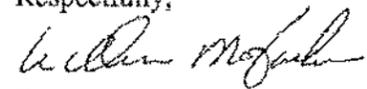
April 18, 2013

Mr. Jerry W. Vorva, J.D.
607 Main Street,
Plymouth Michigan.48170

Mr. Vorva:

Thank you for taking the time to share your positive encounter with the Charter Township of Superior staff. Many times customers share negative encounters taking for granted the positive ones. I am not surprised that you had a positive encounter with Ms. Kuehn, she is a loyal and dedicated public servant who comes to work every day with a smile and great attitude. It is our goal that all customers who seek service from Superior Township receive professional courteous service. Ms. Kuehn provides a positive model for our Superior employees in our Superior Township. Many thanks for sharing your thoughts.

Respectfully,



William McFarlane,
Superior Township Supervisor

Cc: Ms Deborah Kuehn
David Phillips, Clerk
Brenda McKinney, Treasurer
Board of Trustees
Rick Mayernik, Building Official

**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT**

The Woodlands of Geddes Glen - A Residential Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the first day of January, 2013, by and between **TOLL MI V LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 29665 William K. Smith Drive, Suite B, New Hudson, Michigan 48165, (the "Developer"), and the **CHARTER TOWNSHIP OF SUPERIOR**, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, MI 48198 (the "Township").

RECITALS

- A. **WHEREAS**, the Developer desires to develop an overall parcel of a size totaling approximately 30.36 acres which real property is described on Exhibit "A" attached hereto and made a part of this Agreement, which is located on the north side of Geddes Road, west of Gale Road, which property is being developed as a residential subdivision project known as "The Woodlands of Geddes Glen", (hereafter referred to as the "Development"). As used in this Agreement the Development contains a total of 32 lots to be developed in one single phase; and
- B. **WHEREAS**, the Developer desires to develop the Development pursuant to the Superior Township Zoning Ordinance No. 174, as amended, according to the provisions of the Michigan Condominium Act (Act 59, Public Acts 1978), as amended; and
- C. **WHEREAS**, the Developer desires to build all necessary on-site and off-site infrastructure for the development, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, tree replacement, curbs and gutters and detention facilities, without the necessity of special assessments by the Township; and
- D. **WHEREAS**, the Developer desires to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as it is not expected to result in damage to any adjacent property outside of the Development or any adjacent lot within the overall development from an increase in the flow of storm water or decrease in water quality of storm water from the Development; and

- E. **WHEREAS**, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and Final Site Plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- F. **WHEREAS**, on December 17, 2012, the Superior Charter Township Board approved the rezoning of the land to Planned Community (PC) and the Area Plan based on the recommendation of the Township Planning Commission; and
- G. **WHEREAS**, the Superior Charter Township Planning Commission approved the Preliminary Site Plan on November 28, 2012; and
- H. **WHEREAS**, the Superior Charter Township Planning Commission approved the Final Site Plan on February 27, 2013; and
- I. **WHEREAS**, the approved Final Site Plan of the Development is consistent with the purposes and objectives of the Superior Charter Township Growth Management Plan and the Township's Zoning Ordinance; and
- J. **WHEREAS**, Section 14.03 of the Township's Zoning Ordinance requires the execution of a Development Agreement with the Township Board for completion of all improvements required in the Final Site Plan as approved, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns, and the owners of lots within the Development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this agreement, and with the express understanding that this Agreement contains important and essential terms as part of the approval of the Developer's Final Site Plan for the Development, the parties agree as follows:

**ARTICLE 1
GENERAL TERMS**

- 1.1 **Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 **Zoning District.** The Township acknowledges and represents that the Development is zoned PC (Planned Community) and, for purposes of recordation, it shall be referred to as The Woodlands of Geddes Glen.
- 1.3 **Approval of Final Site Plan.** The Final Site Plan for the Development, a copy of which is attached hereto and made part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act No. 110, Public Acts of 2006, as amended.

- 1.4 **Conditions of Final Site Plan Approval.** The Developer and the Township acknowledge that the approved Final Site Plan dated February 5, 2013 for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission pursuant to recommendations by the consultants and departments of the Township and as approved by the Township Board.
- 1.5 **Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon the inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.
- 1.6 **Master Deed, By-Laws and Restrictions.** The Master Deed and By-Laws for the Development and the restrictions and conditions contained therein have been submitted by the Developer and approved by the Township as part of the site plan approval process. The Township shall retain the right, but shall have no obligation, to enforce the provisions of said documents if the Township determines enforcement to be necessary in the interests of public health, safety or welfare. Said documents are hereby incorporated and made a part of the approved Final Site Plan of the Development. Any amendments to the aforesaid Master Deed or By-Laws must be approved by the Township in those instances where the Master Deed or By-Laws provisions provide for the Township's approval, which approval shall not be unreasonably withheld. The Woodlands of Geddes Glen Home Owners Association (HOA) shall be responsible for the maintenance of all site improvements, including but not limited to, detention basins sidewalks and private roads in the Development.

**ARTICLE 2
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 **Permitted Principal Uses.** The only permitted principal use within the Development shall be detached single-family dwellings and permitted accessory buildings.
- 2.2 **Payment of Fees and Invoices.** The Developer shall pay all such applicable fees and invoices as may be due and prior to the issuance of building permits before any such permits are issued. Construction permit fees for single-family residences and accessory buildings to be constructed within the Development shall be the responsibility of the party requesting such permits.
- 2.3 **Use of Detention Areas; Use of Open Space.** Certain portions of the Development as

defined herein are to be used for storm water detention and drainage purposes as depicted in the approved drainage plan in the plan. Except for landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any designated detention area or Storm Water System area without the prior approval of the Township Board as required by Township ordinance or applicable deed restrictions, which shall not unreasonably be held.

- 2.4 Maintenance of Unsold Lots.** The Developer shall be responsible for maintaining all unsold lots in a manner consistent with a residential atmosphere until such time as the lot is sold and a Certificate of Occupancy has been issued. The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer fifteen (15) days to correct the problem. Examples of such problems or issues may include, but are not limited to, soil erosion, drainage, grading, vegetation management, vegetation establishment and any other matters relevant to maintaining a residential atmosphere. Notwithstanding this Section, turf grass, weeds and brush on unsold lots shall be maintained and enforced according to the Township's current ordinance applying to such. Additionally, in emergency conditions where public health, safety, and welfare are affected, the Township may take emergency action immediately following notification of the Developer. Prior to the pre-construction meeting, the Developer shall post a restoration bond in the amount of \$25,000.00, which shall state "Security for Maintenance of unsold lots as stated in section 2.4 of the Development Agreement for The Woodlands of Geddes Glen". If the Developer fails to correct problems or issues within the required time period, the Township may draw bond funds as necessary to reimburse any out of pocket costs incurred by the Township in correcting such problems.
- 2.5 Schedule for improvements in Detention Areas.** Developer has provided to the Township, a layout showing all "Detention Areas" and the improvements which the Developer proposes to install therein; which are reflected in the approved site plan and given final approval by the Township Planning Commission. All "Detention Areas" improvements as stated above shall be installed, as agreed upon between the Developer and the Charter Township of Superior and as shown on the Final Site Plan as finally approved for the Development.
- 2.6 Responsibility to Preserve and Maintain Detention Areas.** During the period of construction, the Developer shall regularly remove all construction debris and rubbish from the Detention Areas within the Development. Subject to that continuing responsibility, Developer shall retain all responsibility to preserve and maintain the Detention Areas and landscaping areas, whether arising under this Agreement or any agreements entered into with the Township or other governmental entities, until such responsibility is assigned to the HOA as provided for in the Master Deed and By-Laws for the Development of the residential subdivision project.

Developer shall notify the Township in writing within thirty (30) days of the date when construction of the detention areas on the site is complete.

2.7 Detention Area Rules. The Developer shall be responsible for removing any man-made debris deposited in the Detention Areas during the period of construction and shall maintain the areas to ensure that they are free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. After the HOA becomes responsible for such detention areas, the HOA shall have the right to establish such additional reasonable rules and regulations with respect to the use of such Detention Areas as the HOA may deem necessary or desirable to insure the proper preservation and functioning of such detention areas, as long as such rules do not conflict with Township ordinances. The Developer shall inform the Township in writing when the responsibility for maintaining the detention areas and other responsibilities are assigned to HOA and provide the names, addresses, and telephone numbers of the officers of the HOA to the Township Clerk.

2.8 Enforcement Regarding Storm Water System. The storm water system and all storm water system areas, including the detention or retention areas and detention or retention basins, (the Storm Water System) will be a public system, dedicated to the Washtenaw County Water Resource Commission (WCWRC). The Developer will be responsible to maintain the entire Storm Water System until the WCWRC accepts the dedication of the system. Upon the WCWRC accepting the dedication of the Storm Water System, the HOA shall be assigned the responsibility for maintenance of the system. Notwithstanding the foregoing, in no event shall the Developer assign the responsibility for the Storm Water System areas until the entire system is approved by the Township's engineers and the WCWRC.

Until such time as the Storm Water System is accepted by the WCWRC, if Developer fails to maintain the system in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the manner in which Developer has failed to maintain the system. Such notice shall include a demand that deficiencies in maintenance be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township may, but is not obligated to, enter the site and perform the required maintenance. At the time such maintenance is performed, the Township's cost to perform any such maintenance, together with a surcharge equal to fifteen (15%) percent for administrative costs, shall be assessed against the Development, placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes.

No part of the Storm Water System shall be allowed to remain in an unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets located within the Development shall be kept functioning as originally designed and accepted. Developer shall have the continuing responsibility to remove all construction debris during the period of construction. Upon the WCWRC's acceptance of the dedication of Storm Water System, the Developer shall assign to the HOA all responsibility to preserve, maintain and keep operational the Storm Water System, whether arising under this Agreement or any other park/open space maintenance agreements or other maintenance and/or

easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is responsibly satisfied that they are proper and complete. The Developer shall notify the Township, in writing, within thirty (30) days of the date of HOA becomes responsible for Storm Water System, pursuant to this section.

2.9 Landscape Plan and Tree Preservation, Mitigation and Replacement for Development. The Developer shall implement the complete landscape plan for the Development, as depicted on sheets L-1 and L-2 of the approved Final Site Plan dated February 27, 2013. The HOA shall be responsible for maintaining the landscaping. All plantings shall comply with all applicable requirements of the Superior Township Zoning Ordinance. All plantings shall be approved through the inspection of the Zoning Official or designated representative and be guaranteed for three years from the date of planting.

Trees shown to be preserved on the approved Final Site Plan shall be protected from encroachment. As part of the Development, and as is reflected on the approved plans, Developer agrees to plant, or cause to be planted, 775 trees (the "Tree Requirement"). Developer shall be solely responsible for satisfaction of this requirement. The size, variety and location of all trees to be planted shall be subject to the requirements of the Final Site Plan and the Township's ordinances. The aggregate number of trees required to satisfy Tree Requirement will not be adjusted in the event any existing protected trees dies or other trees are saved and not removed.

With regards to the 147 remaining trees shown on the Final Site Plan, the Developer and the Township may agree to the planting of some deciduous trees instead of the listed conifers. These trees will be ordered, delivered and installed at the same time as the other required common area landscaping. Prior to planting of these trees, Developer shall stake the proposed locations and an inspector designated by the Township shall review the staked locations and either approve the location(s) or direct that the staked locations be relocated. After all locations are identified and approved, the trees will be planted by Developer. The planting of all trees shall comply with all applicable requirements of the Superior Township Zoning Ordinance. All plantings shall be approved through the inspection of the Zoning Official or designated representative and be guaranteed for three years from the date of planting.

2.10 Private Roads. All roads within the Development shall be private streets, hard surfaced and constructed in accordance with the approved plans. During the various stages of road construction, the Developer shall notify the Township of all scheduled inspections from other governing agencies.

The Developer shall also provide the Township with copies of all inspection reports which Developer receives in conjunction with the aforementioned paragraph from any other agencies, including, but not limited to, inspection reports from the various stages of road construction and any unscheduled inspections. If Developer does not receive an inspection report and the Township requests a copy, Developer will take reasonable steps to promptly obtain a copy and furnish it to the Township. The Township shall authorize

the Township Engineer to inspect the private roads at the Developer's expense.

The Developer shall provide a plan for signs and installation of street name signs in accordance with the approved plans; install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

- 2.11 Public Sewer.** The Development shall be developed with public sanitary sewer as approved by the Charter Township of Superior, Ann Arbor Township Utilities and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including, but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any lot owner for costs incurred as required under this section, unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither its successors nor assigns shall do any work on or in preparation of the installation of "public sewer" on the site without the appropriate permits.

The Development shall be constructed as approved on the approved Engineering Plans.

- 2.12 Public Water.** The Development shall be developed with public water mains as approved by the Charter Township of Superior, Ann Arbor Township Utilities, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspections costs and fees imposed by the Township, or other regulatory agencies, including but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Lot owner for costs incurred as required under this provision, unless the Township has unlawfully prevented the Developer from completing the Development. Developer agrees that neither its successors nor assigns shall do any work on or in preparation of the installation of "public water" on the site without the appropriate permits.

The Development shall install all water services within the public R.O.W. or utility easement prior to substantial completion of the Public Utilities.

- 2.13 Performance Guarantee for Site Improvements.** The Developer shall provide a performance bond in the amount of \$1,200,700.00 to the Township to assure the installation of all site improvements reflected on the approved Final Site Plan, including, but not limited to, streets, grading, landscaping, lighting, storm drainage systems, tree mitigation and utilities (water and sewer). The Developer shall deliver such security to assure the construction of the site improvements as stated above. The Developer shall deliver security at or before the pre-construction meeting with the Township. The bond shall state "Security of Site Improvements as stated in Section 2.13 of the Development

Agreement for The Woodlands of Geddes Glen". The \$1,200,700.00 performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's engineer and approved by the Township's engineer based on the Final Site Plan.

Except for the final wear course of asphalt, any replacement trees not yet planted and the street trees for homes not yet completed, all Site Improvements as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans by not later than the time of application for the building permit for the construction of the 16th home. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph. The amount of partial refund(s) and/or reductions shall be determined based upon cost estimates completed by the Developer and subject to confirmation by the Township's engineers.

- 2.14 Fees and Escrow Amounts.** The Developer shall pay water and sewer availability fees in the amount of \$1,900.00 and all normal and customary published fees as required by Township Resolution. The Developer shall also pay to the Township \$62,600.00 at, or prior to, the pre-construction meeting as an escrow to cover the costs of inspection of the improvements to be constructed as part of the Development.

The Trunk and Transmission fee will be due and payable each time a building permit is obtained for a house on any lot in the Development.

- 2.15 Drainage District.** The Developer shall provide proof regarding the creation of a drainage district through the WCWRC or the inclusion of the Property in such previously existing drainage district as may have been established through the WCWRC.
- 2.16 Engineering Approval of Plans.** In accordance with Superior Township's Ordinance and Superior Township Engineering Design Specifications, no construction work or grading shall be performed on the Development until engineering plans are reviewed and approved.
- 2.17 Sump Pump Discharge.** The Developer may connect all sump pumps to the storm sewer system or gravity drain to "daylight" where sufficient topography allows positive drainage away from proposed structures.
- 2.18 Driveways.** All driveways shall be a maximum grade of eight (8%) percent, unless otherwise approved on the engineering plans.
- 2.19 Construction Access.** Developer shall take all reasonable measures required by the Township to reduce any dust created by trucks traveling to and from the construction site, which measures may include deploying a water truck on site when dust conditions create

a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer. The Developer agrees to comply with any agreements entered into with the Washtenaw County Road Commission with regard to the maintenance and repair of Geddes Road during and after construction. The Township shall be copied on all agreements with the Washtenaw County Road Commission.

- 2.20 Construction Work Schedule.** Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than

Monday through Friday from 7:00 A.M. to 6:00 P.M.

Saturday from 8:00 A.M. to 5:00 P.M.

The Township may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative that demonstrates an unusual or unique circumstance relating to the proposed extended hours.

- 2.21 Monuments/Corner Markers.** At, or prior to, the Pre-Construction Meeting the Developer shall post with the Township security for the placement of monuments and corner markers for the development in the form of cash, a or performance bond in the amount of \$6,500.00. This security will be drawn on by the Township in the event that the Developer is unable to satisfy the Township Engineer that the monuments and corner markers are installed and correct. The security shall be released to Developer if the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan, that he or she has caused all monuments and unit markers to be correctly located in the ground.

- 2.22 Maintenance and Guarantee Bond for Public Utilities.** Developer shall submit a maintenance bond in the amount of \$382,500.00 to the Township Treasurer prior to the final acceptance. The bond shall be consistent the Township's standard form. The term length shall not exceed two (2) years from the date of which the Township Utility Department issues final acceptance of Public Utilities. The amount of the bond will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer.

- 2.23 Repair of Public Utilities.** Developer shall submit cash or performance bond in the amount of \$19,200.00 to the Township Treasurer, which totals five (5%) percent of estimated underground utility infrastructure at, or prior to, the pre-construction meeting. The bond shall be consistent with the Township's standard form. The term length shall not exceed thirty (30) days from the date of Township's final acceptance of utilities. The bond will be used by the Township to repair any damages, which occur to the utility system after substantial completion but prior to final acceptance if the Developer (or the Developer's successor or assign) does not complete such repair within a reasonable amount of time after the Township's request.

2.24 Engineering and Certification.

- A. Developer shall furnish three (3) Mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, water transmission system, sanitary sewer system, storm water conveyance, soil erosion/sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township engineers with applicable fees paid by Developer. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances prior to final completion.
- B. Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.

2.25 Underground Utilities. The Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances. As required by Superior Township's Engineering Standards, no underground structure, i.e.; manholes, are allowed in driveways.

2.26 Removal of Construction Debris. In addition to its responsibilities above, the Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this section shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of any kind will be allowed on the site, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction material during construction.

2.27 Site Grading and Building Setbacks. The Developer or the Developer's representative shall certify that the as-built site grading, individual lot grading, and building setbacks conform to the Township approved site and engineering drawings. Prior to the issuance of each building permit, the Developer shall submit an individual lot grading plan for review and approval by the Township Engineers. These individual lot grading plans, certifications, and as-built drawings shall be prepared by and bear the seal of a professional land surveyor licenses in the State of Michigan.

The certification shall be submitted as directed on forms provided by the Township (Exhibit "C"). The Township shall have the right to spot-check certification grades at their own discretion. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

- 2.28 Early Clearing and Grading.** Notwithstanding anything in this Agreement to the contrary, the Developer shall be permitted to commence "early Clearing" and/or "early grading" operations, prior to the issuance of required permits for development (e.g., MDEQ water permit, MDEQ sanitary permit, county road permit, and county drain/storm water permit), provided that the soil erosion control permits, if any, have been issued, and the Developer has posted any Township-required security, inspection fees, this Agreement has been executed, a preliminary preconstruction meeting has been completed and the Developer has provided proof that all contractors working on the site are properly insured according to Superior Township's standards. Developer will be proceeding at their own risk if they complete any early clearing and/or grading.
- 2.29 Phosphorus Fertilizers.** The HOA, Owners and Developer are prohibited from using phosphorus fertilizers in the development.
- 2.30 Model Home at Developer's Request.** At the Developer's request, the Township will issue building permits and utility connection permits for the construction of one (1) model home prior to completion of site infrastructure. The contractor shall not connect to public water or sewer mains unless and until specifically authorized by the Utility Department. The model shall not be used or occupied for any purpose until water and sewer connections are approved and complete, the development's fire hydrants are approved and functional, the roadway base course is installed, and a Temporary Certificate of Occupancy has been issued. The Developer acknowledges that proceeding with construction of a model home prior to infrastructure completion is at Developer's own risk with no guarantee of issuance of a Certificate of Occupancy."
- 2.31 Easements for and Assignments of Sewer and Water Lines.** The Developer shall dedicate all on-site easements to the Township for the construction and maintenance of public improvements necessary to provide service to the Development; said "public improvements" (the "Improvements") being defined as the sewer and water mains and related facilities needed to provide those services to the Development. All such easements shall be recorded by the Township with the Washtenaw County Register of Deeds and the Developer shall reimburse the Township for all recording costs prior to issuance of substantial completion. Upon approval and acceptance by the Township Engineer, Developer shall assign title to the Improvements to the Township.

ARTICLE 3 MISCELLANEOUS PROVISIONS

- 3.1 Modifications.** This agreement may not be modified, replaced, amended or terminated without the prior written consent of the collective parties to this Agreement. Until all rights and responsibilities under this Agreement are transferred to the HOA, the Developer and the Township shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the development, including lot owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the HOA, the HOA, the Township and the Developer (but only for so long

as the Developer owns and offers for sale any lot in the Development) shall be entitled to modify, replace, amend or terminate this Agreement.

- 3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer and Owner Approval.** The signers on behalf of the Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title in the Development. The Owners have joined in the execution of this document to show only that they consent to the terms of this Agreement being made applicable to the Development, and it is agreed that the Owners have no responsibility to carry out the responsibilities of the Developer hereunder.
- 3.5 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 Pre-construction Meeting with Builders.** The parties acknowledge that Developer and/or other third parties can build the detached dwelling units in accordance with the approved plans. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances. As indicated in Section 2.30 of this Agreement, prior to the commencement of any grading on the Development, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements to the Township with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such pre-construction meeting shall be held.
- 3.7 Continue Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.
- 3.8 Fees.** The Owner shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township engineer, Planner, Attorney or other Township consultant or staff member
- 3.9 Recordation of Agreement.** This Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.

3.10 Assignment. Developer may not assign this Agreement to any other third party, without the prior written consent of the Township; provided however, that such consent shall not be unreasonably withheld.

3.11 Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as the year and date set forth above.

Signature Pages Follow:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By: William A. McFarlane
Its: Supervisor

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2013,
by _____ of The Charter Township of Superior, a Michigan municipal
corporation on behalf of the corporation.

Notary Public,
 County, Michigan
My Commission Expires:
Acting in the County of _____

Drafted by and when recorded return to:
David Phillips
Superior Charter Township Clerk
3040 N. Prospect
Ypsilanti, Michigan 48198
(734) 482-6099

EXHIBIT "A"
Land Comprising the "Development"

EXHIBIT "C"

**CHARTER TOWNSHIP OF SUPERIOR
3040 N. PROSPECT ROAD
YPSILANTI, MI 48198**

TELEPHONE 734-482-6099

FAX 734-482-3842

DATE: _____
SITE ADDRESS: _____
OWNER'S ADDRESS: _____
TELEPHONE NUMBER: _____
BUILDING PERMIT NUMBER: _____

I certify that I have checked the distances from the side, rear, and front lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

Printed name of Professional Land Surveyor

Michigan Registration Number

Date: _____

Signature & Seal of
Professional Land Surveyor

Superior Charter Township
Washtenaw County, Michigan

DEVELOPMENT AGREEMENT III
Hyundai America Technical Center, Inc. (HATCI)

HYUNDAI RESEARCH AND DEVELOPMENT CENTER,

SITE EXPANSION PHASE II
PROJECT III, NEW ELECTRICAL SUBSTATION
PROJECT IV, REMOVE EXISTING ELECTRICAL SUBSTATION

This Development Agreement ("Development Agreement III") entered into as of May _____, 2013, by and between Hyundai Motor America, a California corporation ("**Owner**"), whose address is 3200 Park Center Drive, 2nd Floor Mail Center, Costa Mesa, California 92626 and Hyundai America Technical Center, Inc., a Michigan corporation ("**Applicant/Developer**"), whose previous address was 5075 Venture Drive, Ann Arbor, Michigan 48106, and whose current address is 6800 Geddes Road, Superior Township, MI 48198 and the Charter Township of Superior, a Michigan Municipal Corporation (*the "Township"*), whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198. Owner and Applicant/Developer are sometimes referred to collectively herein as "Owner/Applicant/Developer".

RECITALS:

- A. **WHEREAS**, the Owner/Applicant/Developer desires to complete the following: Construct a new 120 Kv electrical substation in the northwest corner of the property that consists of approximately a 10,000 square foot fenced pad that will contain the substation equipment with a connection to the existing ITC high tension power lines that traverse the property. Also to decommission and remove the existing 40Kv electrical substation located in the southeast corner of the property. The cost of the improvements are estimated to be
\$\$\$\$\$ _____
- B. **WHEREAS**, the Owner/Applicant/Developer desires to complete the new improvements on the property pursuant the Superior Township Zoning Ordinance; and,
- C. **WHEREAS**, the subject property consisting of 132.84 acres, upon which the Facility will be constructed, is located at the SW corner of Geddes and Leforge Roads (*the Property*);
- D. **WHEREAS** the legal description of the site is as follows:

Parcel I: 10-32-100-003 (6800 Geddes Road):

ASSR REQ QCD L4621 P837 06/08/04 SU 32-1A PCL "I" COM AT NE COR OF SEC 32, TH S 87-03-35 W 60.00 FT TO A POB, TH S 02-12-36 E 2118.18 FT, TH S 87-03-35 W 1140.10 FT, TH N 02-12-36 W 2118.18 FT, TH N 87-03-35 E 1140.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 55.44 AC.

Parcel II-A: 10-32-100-007:

OWNER REQUEST SU 32-1B-1A PCL "II-A" COM AT NE COR OF SEC 32, TH S 02-12-36 E 2178.18 FT TO A POB, TH CONT S 02-12-36 E 369.59 FT, TH S 87-33-10 W 1803.00 FT, TH S 02-12-36 E 108.00 FT, TH S 87-33-10 W 504.33 FT, TH N 02-00-37 W 2636.05 FT, TH N 87-03-35 E 1098.21 FT, TH S 02-12-36 E 2178.18 FT, TH N 87-03-35 E 1200.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 75.40 AC.

- E. **WHEREAS**, all parking and drives for the Facility are to be bituminous asphalt with concrete curb and gutter, except for the service drive to the electrical substation, which may be constructed of stone without curbs or gutters;
- F. **WHEREAS**, the purpose of the Facility is for automotive testing and research and shall enhance international operations of Hyundai Motor Group;
- G. **WHEREAS**, the Owner/Applicant/Developer desires to build all necessary infrastructure, for this new construction, such as, but not limited to, storm sewers, water main, drainage facilities, storm detention basins, sanitary sewer extension, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township;
- H. **WHEREAS**, the Owner/Applicant/Developer desires to install the lot grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the additional drainage of stormwater from the development in such a manner as to avoid damage to any adjacent property or any adjacent lot, from an increase in the flow or decrease in water quality of stormwater from the subject development;
- I. **WHEREAS**, all contracts, maintenance agreements, approvals, and conditions agreed to by the Owner, Owner/Applicant/Developer and the Township remain in effect including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval on the subject site, maintenance of the public walking trail, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site;
- J. **WHEREAS**, on February 6, 2013, the Superior Township Planning Commission approved the preliminary site plan, "Hyundai America Technical Center, Inc., Site Expansion Phase II";
- K. **WHEREAS**, on April 24, 2013, the Superior Township Planning Commission passed a motion to approve the final site plan for the

Owner/Applicant/Developer's Hyundai America Technical Center, Inc, Site Expansion Phase II, with no conditions; .

- L. **WHEREAS**, the approved final site plan for the Facility is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Property;
- M. **WHEREAS**, Section 14.03 of the Zoning Ordinance, effective August 14, 2008, requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development which Agreement shall be binding upon the Township, Applicant/Developer and the Owners of the site, their successors-in-interest, and assigns.
- N. **WHEREAS**, the parties entered into a Development Agreement on May 28, 2004, (the Original Development Agreement") which was thereafter amended on March 16, 2009 (the "First Amended Development Agreement"); and, the parties entered into a Development Agreement dated June 7, 2012, (Development Agreement II);

AGREEMENT:

THEREFORE, in consideration of the promises and the mutual covenants of the parties described in this Agreement and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Owner/Applicant/Developer's final site plan for the Facility, the parties agree as follows:

**ARTICLE I
GENERAL TERMS**

- 1.1 **Recitals Part of Agreement.** The Owner/Applicant/Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective party.
- 1.2 **Prior Development Agreements.** This Development Agreement III does not revoke or repeal either the Original Development Agreement as amended by the First Amended Development Agreement or Development Agreement II. All of the obligations, rights and duties contained in the these prior Development Agreements shall continue in full force and effect unless specifically modified by the terms of this Development Agreement III.
- 1.3 **Zoning District.** The Township acknowledges and represents that the Property is zoned Planned Manufacturing District (PM) for the Facility and for purposes of recordation shall be referred to as the **Hyundai Research and Development Center, Electrical Substation.** This district is intended to permit and encourage

development of environmentally clean and safe research and development facilities in a landscaped, low-density, campus-type environment, devoid of nuisance factors commonly found in standard industrial districts; encourage uses that support research and technology uses to develop in stages and in a planned, coordinated manner, according to an overall development plan; provide facilities and services necessary for the health, safety, welfare, and convenience of employees, customers, and visitors; encourage provision of open spaces, and protect and preserve natural features by incorporating such features into the plan for the district; prevent uses in the PM District from creating any dangerous, injurious, noxious, or otherwise objectionable condition that might result from fire, explosion, or radioactivity; noise or vibration; or pollution; and encourage development that will incorporate the best features of modern land design. The maximum Ground Floor Coverage is twenty percent (20%) and the maximum Floor Area Ratio is 0.40. The sum of the Ground Floor Area of all buildings and the area in parking spaces, drives, and loading spaces shall not exceed fifty percent (50%) of the area of the lot.

1.4 **Approval of Site Plan.** The final site plan dated April 5, 2013 and approved April 24, 2013 (Exhibit A) copies of which are attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

1.5 **Conditions of Site Plan Approval.** The Owner/Applicant/Developer and the Township acknowledge that the approved engineering plans for the Facility incorporate the approved conditions and requirements that were adopted by the Township Planning Commission, the Township Board of Trustees, consultants and departments of the Township.

1.6 **Agreement Running with the Land.** The terms, provisions and conditions of the Agreement shall be deemed to be of benefit to the Property described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit of the parties, their successors-in-interest and assigns; and may not be modified or rescinded except as may be mutually agreed to in writing by the Township, the Owner/Applicant/Developer and/or their respective successors. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of said property.

ARTICLE II PROVISIONS REGARDING DEVELOPMENT

2.1 **Permitted Principal Uses.** The principal use within the Hyundai America Technical Center and the Facility shall be for automotive testing and research with accessory administrative offices, laboratories and maintenance facilities as depicted on the Township's approved amended final site plan.

- 2.2 **Payment of Fees and Invoices.** The Owner/Applicant/Developer shall pay all such applicable fees and invoices as may be due and payable prior to the issuance of building permits before any such permits are issued.
- 2.3 **Tree Preservation.** Trees shown to be preserved and/or replaced on the amended final site plan shall be protected from encroachment by tree fencing installed at the drip line of the trees at all times during all phases of development and, if any trees shown to be preserved on the amended final site plan are damaged or removed, shall be promptly replaced by a like variety no less than four (4") inches in diameter.
- 2.4 **Use of Detention Areas; Use of Open Space and Detention Areas.** Certain portions of the Development as defined herein are to be used for storm water retention and drainage, recreation, open space, and wetland purposes as depicted in the approved drainage plan and/or site plan. Except for sidewalks, landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Owner/Applicant/Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any designated common element open space area or detention area without the prior approval of the Township as required by Township ordinance, which approval shall not unreasonably be conditioned or withheld.
- 2.5 **Schedule for Improvements in General Common Element Open Space Areas and Detention Areas.** Owner/Applicant/Developer has completed all "General Common Element Open Space Areas and Detention Areas" and the improvements which are reflected in the approved final site plan dated April 28, 2004 of the Development, and the amended final site plan dated January 19, 2009. There are no additional "General Common Element Open Space Areas and Detention Areas" being installed during this expansion.
- 2.6 **General Common Element Open Space and Detention Area Rules.** The Owner/Applicant/Developer shall regularly remove all construction debris and rubbish and be responsible for removing any man-made debris that is deposited in the General Common Element Open Space Areas and Detention Areas during the period of construction and shall maintain the areas to ensure that they are free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Owner/Applicant/Developer shall preserve and retain the General Common Element Open Space Areas within the site in their natural state, with minimal intrusion, subject to the right of Owner/Applicant/Developer to install, maintain and repair the site improvements which are identified in the final site plan or the plans and specifications for the Development which have been approved by the Township.
- 2.7 **Township Right of Enforcement Regarding General Common Element Open Space and Detention Areas.** In the event the Owner/Applicant/Developer fails at

any time to preserve, retain, maintain or keep up the General Common Element Open Space or Detention Areas in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the manner in which Owner/Applicant/Developer has failed to maintain or preserve the General Common Element Open Space and Detention Areas in accordance with this Agreement or Amendment. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any written modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the General Common Element Open Space and Detention Areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element Open Space and Detention Areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen percent (15%) for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes.

2.8 Storm Water Management. Owner/Applicant/Developer shall comply with all requirements for Storm Water Management as required in the Original Development Agreement, the First Amended Development Agreement and Development Agreement II. In the event Owner/Applicant/Developer at any time fails to maintain or preserve such retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said written notice. If the deficiencies set forth in the original notice, or any subsequent written notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen percent (15%) surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.9 Landscape Plan for Development. The Owner/Applicant/Developer shall provide a complete landscape plan for the area covered by the new expansion depicting the type, size, and location of landscaping materials including all planned irrigation systems. Such landscaping plan shall be submitted and

approved by Township's consultants prior to any building permit being issued. This landscape plan shall supplement any previously approved landscape plans.

The sheets C-601 and C-602 of the approved Final Site Plan dated April 5, 2013 provide a complete landscape plan for the area covered by the new expansion. The landscape plan depicts the type, size and location of landscaping materials including all planned irrigation systems. This landscape plan shall supplement any previously approved landscape plan. All plantings shall comply with all applicable requirements of the Superior Township Zoning Ordinance. All plantings shall be approved through the inspection of the Zoning Official or designated representative and be guaranteed for three years from the date of planting.

In the event Owner/Applicant/Developer fails to comply with this section or fails to complete the landscaping within a reasonable time as determined by the Township, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the deficiencies in the implementation, maintenance and/or preservation of the landscaping or landscape plan. Said written notice shall include a demand that deficiencies be cured within thirty (30) days of the date of said written notice. If the deficiencies set forth in the original notice, or any subsequent written notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to ensure compliance with this Development Agreement III, may enter upon the Premises and perform the required installation, maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such installation, maintenance and/or preservation, together with a fifteen percent (15%) surcharge for administrative costs, shall be assessed at the time such installation, maintenance and/or preservation is performed to the owner of the site or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

- 2.10 **No Disturbance of Wetlands.** No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.
- 2.11 **Township Wetland Ordinance.** Owner/Applicant/Developer shall comply with the Township's Wetland Ordinance, including such requirements as may be imposed in that ordinance with respect to wetland mitigation. The Owner/Applicant/Developer shall comply with wetland mitigation requirements imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ") and the Owner/Applicant/Developer shall provide the Township with all documentation and correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ. Such Documentation

would include, but not be limited to, all wetland monitoring reports, violation notices, or any type of documentation relating to the subject development.

- 2.12 **Construction Access.** Owner/Applicant/Developer shall take all reasonable measures requested by the Township to reduce any dust or unreasonable amounts of material on the road created by trucks traveling to and from the construction site, when requested in writing by the Township, the expense of which shall be born exclusively by the Owner/Applicant/Developer.
- 2.13 **Continuation of Services.** Owner/Applicant/Developer shall take all reasonable measures to ensure that all vehicle and pedestrian access to the Hyundai America Technical Center shall be maintained during the period of construction.
- 2.14 **Engineering and Certification.**
- A. By the date the Final Certificate of Occupancy is issued, Owner/Applicant/Developer shall furnish three Mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, storm water conveyance, soil erosion/sedimentation, and all other improvements to the site have been constructed in substantial accordance with the approved engineering plans. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances.
- B. Owner/Applicant/Developer shall furnish As-Built Drawing plans in a digital format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.
- 2.15 **Inspection Escrow for Improvements as Shown on Final Site Plan.** Owner/Applicant/Developer has provided a layout to the Township showing all site improvements which the Owner/Applicant/Developer proposes to install therein, as reflected in the approved final site plan. Site improvements shall include but not be limited to drives parking lots, grading, required landscaping and required screens, and storm drainage systems as cited in Section 1.12(C) of the Superior Charter Township Zoning Ordinance. Prior to the scheduling of the pre-construction meeting, the Owner/Applicant/Developer will deposit \$\$\$\$----- in escrow with the Township to secure the cost of inspection of the site by the Township's engineers or any other experts retained by the Township to perform inspections pursuant to this Development Agreement II. . The Owner/Applicant/Developer will deposit such funds with the Treasurer's Office in the form of cash or a check payable to the Charter Township of Superior. The escrow funds shall state "Escrow for inspection of site improvements as shown of the Final Site Plan for Hyundai Research and Development, Electrical Substation as stated in Section 2.15 of the Development Agreement III". All site

improvements shall be installed as agreed upon between the Owner/Applicant/Developer and the Charter Township of Superior as presented on the final site plan approved and signed by the Planning Commission. The Township shall refund its unused portion of the escrow within ten (10) business days after review and approval of the designated site improvements, such approval not to be unreasonably conditioned or withheld.

2.16 Underground Utilities. Owner/Applicant/Developer shall comply with all requirements for Underground Utilities as required in the Original Development Agreement, the First Amended Development Agreement and Development Agreement II.

2.17 Performance Guarantee for Site Improvements. The Owner/Applicant/Developer shall provide security in the form of a financial guarantee in the amount of \$\$----- prior to the scheduling of the pre-construction meeting as required by Section 1.12 (C) of the Township's Zoning Ordinance. The financial guarantee funds shall comply with all statutory requirements and shall equal the total estimated cost for completing construction of the Facility and all associated site work including, but not limited to, paving, underground utilities, grading, soil erosion, and site restoration, including contingencies, as estimated by the Owner/Applicant/Developer's engineer and approved by the Township Engineers and Township Administrative staff. The financial guarantee funds shall state "Security for Site Improvements and Other Items as stated in Section 2.18 of the Development Agreement Hyundai Research and Development, Electrical Substation . The Owner/Applicant/Developer will deposit such funds with the Treasurer's Office in the form of cash, irrevocable letter of credit or a certified check payable to the Charter Township of Superior. All Site Improvements and other items required by Development Agreement III, as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans, by no later than twelve (12) months after construction of the project begins. The Township shall release the escrow funds within twenty (30) business days after the Township verifies the project is complete and the Owner/Applicant/Developer obtained all required approvals from all other agencies, said approval not to be unreasonably conditioned or withheld. The Township may use the funds to pay for any expenditures chargeable to Owner/Applicant/Developer under any provision of this Development Agreement III.

2.18 Engineering Approval of Plans. In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work shall be performed on the Facility until engineering plans are reviewed and approved. The Township agrees that all plan reviews required by its engineer shall be completed expeditiously.

2.19 Soil Erosion. Prior to the issuance of a building permit for the Facility and prior

to commencing any construction, the Owner/Applicant/Developer shall obtain and provide copies of a soil erosion permit (or waiver) obtained from the Washtenaw County Soil Erosion and Sedimentation Control Department.

2.20 Dedication of Utility Easements. The Owner/Applicant/Developer has dedicated utility easements (40 feet width) along the west and south borders of the Property. The Owner/Applicant/Developer shall agree to allow utility looping when future development is proposed if the Township so desires. Any looping of utilities shall be at the sole expense of the Township. The Township agrees to abandonment of the utility easements, with relocation of the utility easements to the outer most borders of the Owner/Applicant/Developer's property, in the event of additional land purchases by the Owner/Applicant/Developer at the subject location. Owner/Applicant/Developer agrees to dedicate any new utility easements necessary for the completion of this new expansion. The relocation of any utilities shall be at the sole expense of the Owner/Applicant/Developer.

2.21 Private Utilities. The Township Utility Department may periodically inspect the connection at the interface of the public and private water system upon reasonable notice and at times and manners that will not interfere with the delivery of utilities to the Owner/Applicant/Developer for an unreasonable length of time. The Owner/Applicant/Developer shall be completely responsible for all fire protection water needs on the site, as a private firewater loop will be in use. The Owner/Applicant/Developer shall be completely responsible for diligent maintenance of the private firewater loop systems and appurtenances, particularly the pumping facilities and force main. The Township accepts no responsibility for these items, except as set forth in the Original Development Agreement, the First Amended Development Agreement or Development Agreement II.

2.23 Public Utilities. The Owner/Applicant/Developer shall submit an irrevocable letter of credit in the amount of \$10,000.00 prior to the scheduling of the pre-construction meeting. This irrevocable letter of credit will not be released until the Township issues "final acceptance" of the public utilities after completion of the building within the Development. The Township agrees not to unreasonably condition or delay the grant of the approval or the release of the letter of credit. This letter of credit will be used by the Township to repair damages, which occur to the public utility system during construction but prior to final acceptance, if the Owner/Applicant/Developer, promptly upon the Township's written request, does not complete such repairs.

2.24 Construction Work Schedule. Construction work (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than:

MONDAY THROUGH FRIDAY – 7 A.M. – 7 P.M.

SATURDAY

- 8 A.M. – 5 P.M.

The Township may issue a work permit for hours other than listed above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours and approval shall not be unreasonably conditioned or withheld.

- 2.25 **Removal of Construction Debris.** Owner/Applicant/Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Facility and within one month of completion or abandonment of construction. No burning of any kind will be allowed on the site in conjunction with the construction of the Development and the Facility, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

ARTICLE III MISCELLANEOUS PROVISIONS

- 3.1 **Modifications.** This Amendment may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Amendment.
- 3.2 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 **Township Approval.** This Amendment has been approved by the Owner/Applicant/Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 **Owner/Applicant/Developer Approval.** The signers on behalf of Owner/Applicant/Developer below represent by their signatures that they represent and have authority to bind such parties. Owner has signed to show only that it consents to the terms of the Amendment being made applicable to the Property.
- 3.5 **Execution in Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Amendment. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 **Pre-Construction Meeting with Builder.** Prior to the commencement of said construction of the Facility, the Owner/Applicant/Developer shall schedule a meeting with its construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies,

procedures and requirements of the Township with respect to construction of the subject development.

- 3.7 **Continuing Obligations.** By execution of this Amendment, the parties do not intend to release Owner/Applicant/Developer, or the Township, from any continuing obligations under the Agreement, except where this Amendment clearly indicates such intent.

- 3.8 **Fees.** The Owner/Applicant/Developer, if in default of a material provision of the Agreement and this Amendment, shall pay for reasonable reviews necessary to determine conformance of the Facility to this Development Agreement III. This fee would include reasonable review time at reasonable rates by the Township Engineer, Planner, Attorney, staff member or other Township consultant.

**ARTICLE IV
CHARTER TOWNSHIP OF SUPERIOR HEREBY AGREES:**

- 4.1 **Ratification of Agreement.** The Township confirms and ratifies its agreements and undertakings as set forth in this Amendment.

- 4.2 **Inspections** In consideration of the above undertakings to approve the development, the Township shall provide timely and reasonable Township inspections as may be required during construction of the Facility.

- 4.3 **Continued Review.** The Owner/Applicant/Developer shall be required to review conformance of the Agreement and this Amendment with Township Officials and/or designated Township consultants on a yearly basis or at such time as reasonably necessary by the Township until all escrows and letters of credit issued by the Owner/Applicant/Developer have been extinguished or released.

- 4.4 **Recordation of Agreement.** The Township will record this Amendment with the Washtenaw County Register of Deeds. All costs associated with the recording of this Amendment shall be borne by the Owner/Applicant/Developer.

IN WITNESS WHEREOF, the parties have executed this Amendment as the year and date set forth above.

WITNESSES:

OWNER

HYUNDAI MOTOR AMERICA,
a California corporation
By:

Its: Executive Director Human
Resources and Administrative
Services

Its: Treasurer

STATE OF CALIFORNIA)
) s.s.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by _____, Executive Director Human Resources and Administrative Services of Hyundai Motor America, a California corporation, on behalf of the company.

Notary Public
_____ County,
California

My Commission Expires:

APPLICANT/DEVELOPER:
Hyundai America Technical
Center, Inc., a Michigan
corporation

By:

,
Its: President

Approved By:

Mark S. Torigian, Esq
General Counsel, HATCI

STATE OF MICHIGAN)
) s.s.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of
_____ 2012 by, President of Hyundai America Technical Center, Inc., a
Michigan corporation, on behalf of the company.

Notary Public
_____ County,
Michigan

TOWNSHIP:

**CHARTER TOWNSHIP OF
SUPERIOR, a Michigan
Municipal corporation**

By:

William A. McFarlane
Its: Supervisor

STATE OF MICHIGAN)
) s.s.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by William A. McFarlane, Supervisor of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
_____ County,
Michigan
My Commission Expires:

Drafted by and when recorded return to:

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

REQUEST FOR LEGISLATION

May 16, 2013

TO: David Phillips, Superior Township Clerk
FROM: James D. Roberts, Fire Chief
SUBJECT: Department Apparatus Purchase

Background

Over the past several years, our department has received calls for medical assistance and fires located on our many walking parks and nature reserves within Superior Township. We provide this service to the Cherry Hill Nature Preserve, Lefurge Woods, behind 1515 Ridge road, between Bazley and Bromley Park, Scarlet Oak, Staebler County Park, and Schroeter Park, and farming accidents back off of our roads, just to name a few of the distant locations.

This presents problems to our department in taking firefighting or medical equipment to the scene including transportation of the responding fire fighters. We always have the capability of utilizing helicopters to remove the accident victims but again, getting personnel and equipment to any off road scene presents a dilemma for the fire fighters that are responding.

We assembled a committee that has looked into the purchase of a side by side ATV machine capable of transporting firefighters, equipment, and medical supplies for patients. They are unanimous in the selection of a vehicle and bid that most closely matched the criteria established in the bidding process. We received three bids for the side by side ATV as follows:

J&L Motorsports	\$15,333.00
Rosenau Power sports	\$20,185.19
Nicholson's	\$12,164.00

J&L bid the base price of the vehicle at \$10,812 with \$4121 extra for accessories, doors, windows winch kit etc. Nicholson's just submitted a bid for the vehicle only with Rosenau submitting for the vehicle and the extra accessories mentioned.

D&R Trailers	\$2649.00 for a steel trailer with a wooden deck.
R&R Trailer	\$2989.00 for an aluminum trailer.
Triton Trailers	\$4600.00 for an aluminum trailer with a wooden deck.

D-Tac	\$3900.00 Mobile truck mounted fire and medical skid unit.
Ken-Pek	\$6,500.00 Mobile truck mounted fire and medical skid unit.

No other bids submitted.

Recommended Action

It is recommended that the Charter Township of Superior approve the resolution allowing purchase of a Polaris Ranger side by side ATV from J&L Motorsports in the amount of \$15,333.00; purchase a trailer from R&R Trailer Inc. in the amount of \$2989.00, and purchase a grass fire pump and tank with patient transporting capabilities in the amount of \$3900.00. The

total cost being \$22,222 and that this money is taken from line item 207-000-393.015 FB Reserved Truck Replacement.

Attachments: Resolution

Agenda Date: _____

Towship Supervisor Approval _____

REQUEST FOR LEGISLATION

May16, 2013

TO: David Phillips, Superior Township Clerk
FROM: James D. Roberts, Fire Chief
SUBJECT: Department Overhead Door Replacement

Background

The overhead bay doors at Station Two are in need of replacement. They were installed in 1976 and although the openers are still serviceable, the doors need to be removed and new ones installed. We obtained two bids from Crawford Doors and Abbey Door, both local businesses and no others responded to our request for a bid.

Crawford Doors submitted a bid for \$4840.00.
Abbey Door submitted a bid for \$4100.00

Recommended Action

It is recommended that the Charter Township of Superior approve the resolution allowing purchase and installation of two overhead doors from Abbey Door and that the money be taken from line item 207-000-393.010 Building Improvement Reserve.

Attachments: Resolution

Agenda Date: _____

Township Supervisor Approval _____

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION FOR APPROVAL OF THE PURCHASE AND INSTALLATION
OF TWO OVERHEAD BAY DOORS FOR SUPERIOR TOWNSHIP FIRE
DEPARTMENT STATION TWO**

RESOLUTION NUMBER: 2013-16

DATE: May 20, 2013

WHEREAS, The Superior Charter Township is a Michigan Charter Township;
and

WHEREAS, The Superior Township Fire Department has the power, privilege
and authority to maintain and operate a fire department providing fire protection, fire
suppression, emergency medical services, technical rescue, hazardous incidence response
and other emergency response services ("Fire Services"); and

WHEREAS, The department is in the process of replacing two overhead bay
doors at station two; and

WHEREAS, Bids were requested from area door contractors; and

WHEREAS, It is recommended that the bid of Abbey Door be accepted; and

WHEREAS, The cost of the two doors including installation will be \$4,100.00

NOW, THEREFORE BE IT RESOLVED: That the Superior Township Board of
Trustees approves the Fire Department's purchase and installation of two new overhead
doors for Fire Station No. 2 from Abbey Door at a cost not to exceed \$4,100.00, that the
cost of this purchase is to be taken from line item No. 207-000-393-010 and authorizes
the Township Supervisor to sign any and all required purchase documents.

April 22, 2013

TO: Superior Township Board of Trustees

FM: William McFarlane, Supervisor

RE: 2013 Road Projects

REVENUE:

\$300,000.00	2013 Township Budget
32,061.00	2013 Rd Com Matching
8,793.00	2013 Rd Com Match Ditching
21,936.00	2013 CDBG
\$362,790.00	Total

PROJECTS

1. Nottingham Drive	\$72,500.00	(21,936.00 CDBG-50,564.00 Twp)
2. Dust Control Brine	27,614.00	3 applications gravel roads
3. Gotfredson Rd	49,000.00	Limestone and ditching
4. Overbrook (tanglewood)	56,000.00	mill and overlay
5. Warren Rd W. of Vorhies	33,700.00	limestone and ditching
6. Harvest Lane	47,500.00	mill and overlay
7. Bazley Rd	10,500.00	mill and overlay
8. Vorhies Rd	42,848.00	limestone and ditching
9. Township Wide	23,128.00	limestone and ditching
TOTAL	\$362,790.00	

**SUPERIOR CHARTER TOWNSHIP
POLICY REGARDING PURCHASE OF FUEL OUTSIDE OF TOWNSHIP FUEL
DEPOTS AND THE USE OF FUEL OBTAINED FROM THE TOWNSHIP FUEL
DEPOTS**

PURPOSE:

To establish guidelines for the charging of fuel for Township owned, rented or leased vehicles, and equipment. To additionally establish guidelines for fuel stored in Township facilities for the use related to the operation and function of the Township.

APPLICATION:

This policy applies to all authorized employees needing to obtain fuel for the conducting of legitimate Township business.

GENERAL POLICY:

Under no circumstances is it acceptable to purchase or obtain fuel from the Township depots for use in vehicles or equipment not owned, leased or rented by the Township to conduct Township business. It is strictly prohibited to purchase or obtain fuel for use in privately owned vehicles or fuel storage containers.

Purchase of Fuel Outside of Township Fuel Depots

1. Authorized employees must obtain a receipt at the time of purchasing fuel.
2. All receipts must contain the following information:
 - a. Amount of fuel purchased in gallons
 - b. Amount of fuel purchased in dollars
 - c. Location of purchase
 - d. Vehicle odometer reading at time of purchase, if applicable
 - e. Date of purchase
 - f. Name of employee purchasing fuel
3. All receipts must be turned into his/her designated accountant weekly, which will then be reconciled with the invoice when received from the vendor.

Use of Fuel from Township Fuel Depots

1. Employees requiring to obtain fuel from the Township depots must obtain authorization from his/her supervisor.
2. Documentation of fuel removed from the Township fuel depots must be kept in a log (Utility depot's log will be kept in the Maintenance Supervisor's office. Fire depot's log will be kept in the Station 1 Radio Room). Entries into this fuel log must contain the following information:
 - a. Amount of fuel withdrawn in gallons
 - b. Date of withdrawal

- c. Name of employee making the withdrawal
 - d. Vehicle or equipment fuel is obtained for
 - e. Vehicle odometer reading, if applicable
3. Responsibility for the reconciliation of depot fuel use will be the responsibility of department heads.

ACCOUNTABILITY AND ASSISTANCE:

All employees authorized to purchase fuel, or use fuel from the Township, share in the responsibility for adhering to this policy.

ENFORCEMENT:

1. Complaints: Persons observing a violation of this policy should bring it to the attention of the Township Supervisor.
2. Investigation: The Township Supervisor will investigate the complaint and take the appropriate action to resolve the complaint in a timely manner.
3. Violators: Persons found to be in violation of this policy will be subject to disciplinary action(s) in the same manner and magnitude as violations of other Township policies.

DISPUTES:

Disputes, other than disciplinary issues, arising from this policy shall be presented to the Superior Township Board for resolution.

**SUPERIOR CHARTER TOWNSHIP
POLICY REGARDING IMPLEMENTING WATER/SEWER
RATE INCREASES**

PURPOSE:

To establish guidelines for implementing water and sewer rate increases from the Ypsilanti Community Utilities Authority (YCUA) to Superior Charter Township using a weighted average in order to accurately bill residents.

Please note that this procedure is to be used for implementing the residential portion of the YCUA rate increases only. Rate increases for commercial accounts that receive water/sewer through Superior from YCUA and all rate increases from Ann Arbor Township (used for Towsley and Valleyview only) can be implemented without using a weighted average.

GUIDELINES:

Township residents are billed for water/sewer usage on a quarterly basis. The water/sewer district is divided into three sections and a different section is billed every month. When a rate increase is received, it is implemented over a three-month period using a weighted average that is based on the number of days within the quarter that are affected by the rate increase.

PROCEDURE:

Weighted averages for each water/sewer section of the Township are established, based on the number of days the section is being billed for that will be at the old rate and the number of days the section is being billed for that will be at the new rate. Rate tables reflecting the different weighted average for each water/sewer section of the Township are created. For the three months following the increase, the Utility Billing system rates are changed to reflect the weighted average until the sections being billed are completely under the new rate.

CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN

May 17, 2013

TO: Superior Township Board of Trustees
FROM: Deborah Kuehn, Planning Administrator 
RE: Sidewalk Replacement Program -- Contract Award

We are ready to re-start the Sidewalk Replacement Program. Midwestern Consulting, on behalf of the Township, prepared the bid documents and handled the process. The result was a single bidder, Doan Construction of Ypsilanti for \$25,165.50. Jeff Young from Midwestern Consultant reviewed Doan's bid package and recommends that the Township accept it. He reports that Doan is an experienced contractor with a history of good work.

Attached is the proposed Agreement between the Township and Doan Construction.

Attachment

AGREEMENT

THIS AGREEMENT, made as of the 15th day of May 2013, by and between SUPERIOR CHARTER TOWNSHIP, MICHIGAN, hereinafter called the OWNER and Doan Construction, 3840 Morgan Rd., Ypsilanti, MI 48197, hereinafter called the CONTRACTOR.

WITNESSETH, That whereas the OWNER intends to construct

SIDEWALK REPLACEMENT PROGRAM

hereinafter called the Project, in accordance with the Plans, Specifications and other Contract Documents prepared by MIDWESTERN CONSULTING, LLC, of Ann Arbor, Michigan, hereinafter called the ENGINEER.

NOW, THEREFORE, The OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

A. Contract Time: Work under this Agreement shall be commenced upon receipt of Notice to Proceed, and the entire work shall be completed in accordance with the dates in the Progress Clause.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready for use within the number of calendar days or by the dates specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his/her right to proceed with the Project or such part of the Project as to which there has been delay. In such event the OWNER may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his Sureties shall be liable to the OWNER for any excess cost occasioned the OWNER thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore.

B. Liquidated Damages: If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the Project, in which event the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay the OWNER the sum of Eight Hundred Dollars (\$800.00) per day, as fixed, agreed and liquidated damages for each consecutive calendar day of delay until the Project is completed and accepted. The CONTRACTOR will not be charged with liquidated damages because of any delays in the completion of the Project due to unforeseeable

causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors due to such causes, if the CONTRACTOR shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work, when in its judgment, the finds of fact justify such an extension and its findings of fact thereon shall be final and conclusive on the parties thereto.

C. Subcontractors: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract shall not be construed as creating any contractual relation between any Subcontractor and the OWNER.

II. THE OWNER AGREES to pay, and the CONTRACTOR AGREES to accept, in full payment for the performance of this Contract, an amount to be determined by the actual constructed quantities and the Unit Prices and Lump Sums set forth in the attached proposal. This amount is estimated to be: \$25,165.50 in accordance with the provisions of the Contract Documents.

A. Progress Payments will be made in accordance with the General Conditions.

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Modifications
- C. Addenda to Contract Documents
- D. Supplementary Conditions
- E. Instructions to Bidders
- F. General Conditions
- G. Supplemental Specifications
- H. Special Provisions
- I. Drawings

IV. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

V. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

Contractor

By

Title

BUSINESS ADDRESS

Telephone

Email

ATTEST

Superior Charter Township, Michigan
Owner

William McFarlane, Supervisor

David Phillips, Clerk

LETTER OF UNDERSTANDING

Between

Superior Charter Township

And

Fire Fighters Union Local 3292
International Association of Fire Fighters

Regarding the MERS Health Care Savings Plan

Several years ago the Township was informed by the Municipal Employees Retirement System (MERS) that the Internal Revenue Service has become increasingly restrictive in respect to elective contribution features in programs like the Health Care Savings Program.

As a result of these IRS changes, MERS' Legal Counsel has advised MERS to discontinue individual employee HCSP Participation Agreements as were available for union firefighters hired before November 1, 2011. Therefore provisions for MERS Health Care Savings Plan for union firefighters hired after 11/1/11 shall be as follows:

(1) All full-time firefighters hired on or after 11/1/11 shall be enrolled in the MERS Health Care Savings Program on the first day of the month following month of hire and be placed in MERS HealthCare Savings Plan Division # 300799. The provisions of this division, as of 5/18/13, are:

2% of Mandatory Salary Reduction from Regular Pay

Leave Conversion as follows:

As of date of termination, 100% of employees' Sick and Vacation Benefit Day monies shall be contributed to the HCSP program. [Any sick or vacation leave employees wish to be paid for in cash shall be cashed out the day before the date of termination. All employees shall have a Benefit Time Pay-off Election Form on file with the Human Resources Office that outlines his/her wishes regarding benefit day cash out in the event of death or if he/she is mentally incapacitated. This form can be revised as often as desired up until 3:30 p.m. the day before termination of employment.]

(2) Between November 1st and November 15th each year, the employees in this division [all firefighters hired after 11/1/11] shall discuss among themselves what they would like their mandatory contribution to the HCSP Program to be, [it must be at least 2% on regular pay] including the % of salary reduction, and whether this reduction shall be made from Reg Pay only; Reg and Overtime Pay only; or Reg Pay, Overtime Pay, and Education and Longevity Pay. The group shall then inform the Township Board, in writing, of their decision. If there is dissenting opinion among the group members, this shall be included in the letter. The Township Board will take into consideration the requests of the entire employee group, and shall have final determination as to the mandatory salary reduction percentage, and types of pay the reduction shall be applied to.

(4) The employer portion for this division shall be whatever is outlined in the existing union contract and this employer portion shall be subject to the same vesting schedule as defined in the existing union contract.

All firefighters hired before 11/1/11 currently enrolled in the MERS HCSP shall continue to be governed by the provisions of their individual MERS Health Care Savings Plan Participation Agreements. Firefighters with these individual MERS HCSP participation agreements shall have the opportunity to change the options of their provisions between November 1st and November 15th of each year in terms of choosing between these three options: (No further customizing is permitted.)

Option 1#: Minimum Deduction

_____ % deducted from REGULAR PAY ONLY. (Minimum of 2%)

Option #2: Optional Percentage on Regular and Overtime Pay Only

_____ % deducted from REGULAR AND OVERTIME PAY (Minimum of 2% and must be the same for both regular and overtime pay)

Option #3: Optional Percentage on Regular Pay, Overtime Pay, and Longevity & Education Bonuses, Option to cash 0-100% of benefit hours upon separation from service.

_____ % deducted from regular pay, overtime pay, longevity pay, education bonus, (must be same percentage for all) and option to contribute a portion of Vacation Day Payoffs and Sick Day Payoffs(0—100%) upon termination of employment.

Any employee selecting Option #3 must file a Benefit Time Payoff Election Form with the Human Resources Office before being enrolled in this option. This form may be revised as often as desired up until 3:30 p.m. the day before termination of employment.

This letter of understanding shall continue unless modified or eliminated by agreement of both parties, or as required by law.

Signature: _____ Date: _____
Firefighters Union Local 3292 Representative

Print Name: _____

Signature: _____ Date: _____
Superior Township Supervisor

Print Name: _____

LETTER OF UNDERSTANDING

Between

Superior Charter Township

And

Fire Fighters Union Local 3292
International Association of Fire Fighters

Regarding Blue Cross/Blue Shield Preferred Provider Organization Health Savings
Account (PPO HSA) \$3,000/\$6,000 High Deductible Health Insurance Plan

On April 1, 2013 the Township changed the health insurance coverage for eligible union and non-union employees from Priority Health, a Health Maintenance Organization (HMO), to a Blue Cross/Blue Shield Preferred Provider Organization Health Savings Account High Deductible Health Insurance Plan (PPO HSA). The new PPO HSA has a higher deductible than the previous plan, but the Township has agreed to pay each employee an amount that would cover their potential deductible expenses for the health insurance contract year April 2013—March 2014. For employee/employer cost split for the years April 2014 through March 2015 and April 2015 through March 2016, refer to the union contract page 18 Section 4 (b).

The savings on premiums for the Township are low enough that even with funding employees' deductible, the plan is less costly than a renewal of the previous Priority Health HMO, which is why the change was made. By staying healthy, and efficiently spending their HSA money, employees have the ability to retain unused money in their HSA accounts, thus this kind of plan has the potential to save both the Township and employees money. Even with high utilization, an employee will spend less per year than with an HMO since the deductible is funded by the Township. HSA accounts are highly regulated by the IRS and therefore employees are encouraged to consult with their tax preparer to be certain they are correctly utilizing their HSA accounts and to review the guidelines of HSA accounts in IRS Publication #669.

1) COSTS

Employees will have the following amount deducted from their paycheck each pay period for their share of the premium cost of this plan. This will help the Township offset costs of administering this plan and for the hardship/catastrophic advances the Township is offering.

Single:	\$ 6.92	[\$15.00/MONTH]
Couple:	\$ 9.23	[\$20.00/MONTH]
Family:	\$11.53	[\$25.00/MONTH]

This is an after-tax deduction.

2) DEPOSIT SCHEDULE

The Township shall deposit the following amounts on the following dates into employees' HSA Accounts:

April 1, 2013:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage
July 1, 2013:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage
October 1, 2013:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage
January 1, 2014:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage

Once this money is deposited in employee's accounts, it belongs to the employee. The Township will not ask for any repayment if an employee leaves employment for any reason regardless of whether the funds have already been used for medical expenses or are still in the employee's HSA account.

3) TAX FILING REQUIREMENTS

Employees will be required to file a tax form with the IRS for 2013 and 2014 because they are receiving HSA deposits from the Township. The tax form is called 8889 and the guidelines are outlined in Publication #669. Employees need to save all their medical receipts for filing tax form 8889. Any employees having questions about the tax implications of participating in the HSA plan should consult their tax preparer/accountant.

4) DEBIT CARD USE AND GUIDELINES

a) Employees will be issued a debit card to dispense the money deposited in their HSA accounts for qualified medical expenses. The money in the HSA account can be used for both medical expenses that apply to the Blue Cross/Blue Shield deductible, **OR** qualify for IRS approved HSA expenditures without paying taxes on the money. The employee will know if the expenses are IRS approved because the HSA debit card will be programmed such that ineligible expenses will not go through.

b) If employees use their HSA money for medical expenses that meet IRS guidelines, but not Blue Cross/Blue Shield deductible guidelines, such as dental or vision related expenses or medical expenses exempted by Blue Cross/Blue Shield such as acupuncture, the employees will have to pay some of the Blue Cross Blue/ Shield deductible out-of-pocket if they incur medical expenses beyond what remains in their HSA accounts.

c) Employees can also withdraw money from their HSA accounts at any time and use it for purposes that do NOT qualify towards the Blue Cross Blue Shield deductible **OR** meet IRS guidelines for approved medical expenses. If an employee chooses to do this, he/she will be responsible for paying taxes and a 10% IRS penalty on the money used for non-qualified expenditures. The Township therefore highly recommends that employees **DO NOT** withdraw money out of their HSA accounts for purposes other than paying expenses towards the deductible for their BCBO Health insurance plan during the plan year. The Township will not loan employees money or give cash advances on paychecks to cover medical expenses in situations where an employee has withdrawn money from his/her HSA account designated for the current plan year, and used it for expenditures other than to meet the deductible on his/her BCBS Health Insurance plan.

5) ADVANCES

If during the plan year, an employee incurs medical expenses that are eligible for his/her BCBS deductible, that are more than the amount in his/her HSA account at that point in time, the Township will advance up to the full \$3,000/\$6,000 that the employee is eligible for the plan year and deposit this advance into the employee's HSA account. The employee will not be required to repay this advance even if he/she leaves employment with the township before the plan year ends.

6) PROCEDURES FOR ADVANCES

Any employee needing an advance to pay medical bills will fill out a Request for Additional HSA Deposit Form requesting an advance (See Attached). This form is turned in to the Township Supervisor. Advances are automatically approved contingent upon authentic medical bills eligible under the Blue Cross Blue Shield deductible being presented to the third party administrator. The employee then submits the signed request letter, along with the medical bills, to the third party administrator of this plan [Marwil Associates], along with a HIPPA medical release form. Employees can strike out personal information such as medication names, tests, etc. The third party administrator will examine the medical bills and ascertain their validity. To protect the privacy of the employee regarding his/her medical conditions/treatments, the employee will not be required to discuss or show these medical bills to his/her supervisor or any other Superior Township official. Upon receiving approval from the third party administrator, the Superior Township HR Administrator will deposit the approved funds. The money usually can be made available within five working days. If an employee needs to provide proof to a medical provider that additional funds will be deposited to cover the upcoming expense, the Township will provide a letter affirming this.

7) TAX IMPLICATIONS FOR ADVANCES

If an employee leaves employment for any reason during the plan year and does not stay enrolled in a qualified High Deductible Health Insurance Plan (i.e. through Cobra, through a high deductible plan of their spouse, or through a privately purchased plan), the employee may owe the IRS taxes on any money that the Township deposited as an advance on future quarters. This tax liability may apply even if the advance money was spent on bonafide medical expenses; it has to do with eligible months in the plan and deposits given, not what was spent. Please consult a tax accountant if you would like more information on this or read IRS Bulletin #969 entitled Health Savings Accounts and Other Tax-Favored Health Plans.

8) COBRA

If an employee leaves employment with the Township for any reason during this plan year, he/she may elect to continue this plan under Cobra. The premiums the employee will be charged are:

Single:	\$355.71 / Month
Couple:	\$853.71 / Month
Family:	\$1,067.15 / Month

After separation from service, the employee will no longer receive quarterly deposits into his/her HSA account and will become responsible for paying any deductibles under this plan.

IRS guidelines say that HSA money cannot be used to pay premiums. So a departing employee may not use any money remaining in his/her HSA account to pay Cobra premiums to the township or to pay for health insurance premiums from any private insurance company. The employee can begin using his/her MERS Health Care Savings Plan money to pay Cobra premiums. Or the employee can cash out his/her HSA account and pay income taxes on the money (approximately 25% and a 10% IRS penalty) and then use the remaining money to pay Cobra premiums.

9) UNUSED FUNDS

As this plan year comes to a close, (i.e. March 2014), the Township will decide what health insurance plan it will be providing for employees for the subsequent year. It could continue with this plan, it could be a similar but not identical HSA plan, or the Township could decide to return to an HMO plan. Any money left in employees' HSA accounts at the end of the plan year will belong to the employees. The employees may leave the money in their HSA account to be used for future co-pays or deductibles (in whatever plan the Township uses in the future including an HMO), or vision and dental expenses without paying any taxes on the money. He/she may not use it to pay premiums to the Township or any other health insurance premiums. Employees can also cash out the account, or part of it, and pay taxes plus a 10% penalty on it and use the money for whatever he/she chooses.

This letter of understanding shall continue unless modified or eliminated by agreement of both parties, or as required by law.

Signature: _____ Date: _____
Firefighters Union Local 3292 Representative

Print Name: _____

Signature: _____ Date: _____
Superior Township Supervisor

Print Name: _____

TO: SUPERIOR TOWNSHIP BOARD OF TRUSTEES
FROM: SUSAN MUMM
DATE: 5/18/13
RE: CORRECTIONS AND ADDITIONS TO THE PERSONNEL MANUL FOR NON-UNION
EMPLOYEES

As of 4/1/13 I am again responsible for updating and revising the personnel manual. I have reread the entire manual. All of the changes I am submitting (except Appendix A) are in red and are NOT new policy. They fall into the following categories:

- 1) Updating the policy manual to match the policy that we have already been following for some time (sometimes we forget to update the manual).
- 2) Factual mistakes in the manual that have gone unnoticed (i.e. description of the workweek) or clarifying sentences.
- 3) Rewording so passages are easier to understand/interpret.
- 4) Policies that have already been adopted through board resolution, but never made it into the manual.

The Appendix A is new policy (printed in blue) that needed to be put into writing regarding the new Blue Cross/Blue Shield health insurance plan. All of these policies were agreed to verbally but I have not had time to get them into writing until now.

I have gone over all these changes/additions/corrections with Bill McFarlane so he should be able to answer any questions you might have.

SECTION 1.0 GENERAL INFORMATION

1.1 Work Status/Job Definition

A. Employees may be hired as

- 1) Temporary Employees (Either part or full time)
- 2) Seasonal Employees (Either part or full time)
- 3) Permanent Employees (Either part or full time)

B. All employees, except those governed by a collective bargaining agreement, shall be considered at will employees.

C. Employees shall be given a written job description upon being offered a position at Superior Township. However, the Township reserves the right to redefine an employee's job description as it deems necessary, or to direct an employee to temporarily perform work that may be of a different nature or in a different department from that which the employee is normally engaged.

1.2 Work Week, Working Hours, Pay Periods

A. **Work Week** The work week shall be thirty-seven and one-half (37.5) hours, consisting of five (7.5) hour days for full-time employees (unless otherwise designated) with the exception of full-time utility workers, whose normal work week shall be forty (40) hours, consisting of five (8) hour days (unless otherwise designated). However, nothing contained herein shall constitute a guarantee of thirty-seven and one-half (37-1/2) hours a week.

B. **Working Hours.** Normal Township work hours are from 8:30 a.m. to 4:30 p.m. daily for full-time employees, unless otherwise authorized by the employee's Department Head in writing. Utility Department employees work 8:00 a.m. to 4:30 p.m.

C. **Pay Periods.** Pay periods are two weeks long beginning Monday and ending on Sunday for all departments, ~~except the Utility Department which begins on Monday and ends on a Sunday.~~ Paychecks are issued every two weeks on Thursday mornings and cover all days worked through the preceding ~~Friday/Sunday.~~ The Township reserves the right to move a payday back or forward up to two days to accommodate holidays.

D. **Advance Vacation Pay.** An employee who will be on vacation during a pay week may request advance vacation pay. Requests must be in writing at least two one week in advance.

1.3 Time Sheets

All employees shall keep a weekly time sheet showing the daily time in and time out and any benefit time used. The employee shall sign the time sheet and turn it in to his/her Department Head by Monday at 9:00 a.m. following the week covered by the time sheet. The Department Head must approve the time sheet by his/her signature. All time sheets, after departmental approval, must be turned over to the Payroll

Administrator no later than Monday at 9:30 a.m. of the same week in which it was received by the Department Head.

1.4 Overtime

A. Superior Charter Township generally attempts to discourage overtime. Overtime is paid to hourly employees only, and is defined as a work week over 37½ hours (or a workweek over 40 hours for Utility Dept employees). The Township will normally compensate eligible employees at one and one-half (1-1/2) times their regular rate of pay. The Township reserves the right to pay straight-time rather than overtime if an employee uses benefit time during the week constituting a work week over 37½ hours (or 40 hours Utility Dept) and has thus not physically worked more than 37½ hours (40 hours Utility Dept). Straight time shall be paid in lieu of overtime if the use of the benefit time created the need for the overtime, and the employee is deemed to be exhibiting excessive absenteeism as determined by the Department Head or Township Supervisor.

B. All hourly employees who are required to work on days designated as official holidays of the Township shall be paid double-time for hours worked plus their normal holiday pay.

C. All overtime must be approved in advance unless blanket approval is given to an employee or group of employees to work overtime for specific duties. There is mandatory "on call" duty for Utility Department employees, see department manual for details.

D. If the employee and employer agree, the employee can choose to receive compensatory time in lieu of overtime pay. If this option is chosen, 1.5 hours of comp time shall be deposited in the employee's benefit bank for every hour of overtime worked. An employee who works overtime shall fill out an overtime reporting form on which he/she will describe the overtime work and request either compensatory time or overtime pay for the time worked. This form shall be submitted to the Department Head who shall approve the over-time work, and approve either pay or comp time.

E. The maximum compensatory time an employee may have in his/her benefit bank shall be 37 ½ hours (40 hours Utility Department). If an employee's comp time bank is at 37 ½ hours (40 hours Utility Dept) he/she will automatically be paid for the overtime. Employees shall be given a report of their Comp Hour Bank total with each paycheck.

F. Utility employees shall receive a minimum of three (3) hours pay or comp time for all "call outs". A call-out is defined as being called back into work. Hours worked immediately preceding or following the normal work schedule shall not qualify as a call-out; these hours shall be dealt with as normal overtime.

G. An employee may cash out hours in his/her Comp Bank for pay by submitting a request form to the Payroll Administrator, signed by his/her department head.

1.5 Managerial Time

All managerial and professional employees of the Township are exempt from overtime pay, but (as a courtesy) shall be permitted to earn up to four Managerial Comp Days per calendar year. Managerial

employees are eligible for management time credit if their workweek exceeds 37½ hours (or 40 hours Utility Dept.) Managerial hours are awarded on a one hour for each hour worked basis, not 1.5 hours credit/ hour worked as with compensatory overtime. The Township reserves the right to deny management time credit if (a) The need to work additional hours outside of 8:30 a.m. - 4:30 p.m. (8:00 a.m. - 4:30 p.m. Utility Dept) does not seem warranted for the workload assigned, or (b) the need to work extra hours is caused by the use of benefit time during the workweek and the employee is deemed to have been exhibiting excessive absenteeism as determined by the Department Head or Township Supervisor. Management Time credit must be approved by the Department Head and the Township Supervisor. A managerial employee may keep no more than 37½ hours (40 hours Utility Dept) in his/her Managerial Comp Bank. Managerial Comp days may not be converted to cash, except upon termination of employment. Employees shall be given a report of their managerial comp hour bank total with each paycheck.

1.6 Lunch/Rest Breaks

A. Each employee shall normally be allowed a thirty (30) minute unpaid lunch break. The specific lunch break will be scheduled by the respective Department Head. Abuse of lunch break time limits may result in disciplinary action.

B. Rest Breaks. Rest breaks are generally allowed twice a day, with one in the first four (4) hours of the work day and one in the last four (4) hours of the work day. Each coffee or rest break period is not to exceed fifteen (15) minutes and will be scheduled by the Department Head.

1.7 Smoking

All Township buildings are non-smoking buildings. Please see the Township's Non-Smoking Policy.

1.8 Gender

Reference to the male gender shall apply equally to the female gender and vice versa, throughout this manual.

1.9 Records

Employees are required to report changes in their personal status for tax withholding and insurance purposes, such as address, telephone number, marital status and births or deaths in the immediate family, to the Human Resources Administrator within five (5) days after such change has occurred. Employees are also required to provide their current telephone number to their immediate supervisor and immediately inform him/her of any changes. The Township shall be entitled to rely upon the staff member's last name, address, phone number, marital status and number of dependents shown on his/her records for all purposes involving his/her employment.

1.10 Workers' Compensation

A. Township employees are covered by the Workers Compensation laws of Michigan. Any employee involved in a work-related accident or injury shall report that accident or injury to his/her Department

The class does not necessarily need to qualify as college credit towards a degree. The request must be submitted prior to attending the class and approved by the Department Head and Township Supervisor. The allowance shall be paid retroactively and only paid if the employee provides proof that he/she received a "C" grade or higher in the class. Employee's attendance in college classes must not interfere with their regular work schedule at Superior Township or with mandatory overtime requirements. The Township's allowance shall not duplicate financial assistance from any other sources. Classes that the Township requires an employee to attend shall not decrease this \$500.00 annual allowance for elective college training.

2.7 Uniform Allowances

Some Departments have annual uniform allowances. Please see your Department Head for information.

2.8 Holidays

Superior Charter Township observes certain holidays as designated by the Township Board each year. All Township offices will close except those required by the Township Board to remain open. Regular full time employees shall only receive holiday pay if they work the day before and the day after the holiday, unless excused by their department head. Regular part-time employees shall be paid for the holiday if it falls on a day they are normally scheduled to work. Any non-managerial employees who are required to work on an official Township holiday shall be paid ~~double time pay~~ as described in Article 1.4 Section B.

2.9 Sick Time

Earned sick leave may be used for an employee's illness, accident or his/her doctor and/or dentist appointments. Each regular full-time employee shall earn sick leave at the rate of one-half (1/2) day per month for the first year of employment and one (1) day per month after one year of employment. There is no limit on how much sick time may be banked. (See section 2.17 for part-time benefits.) Employees shall be given a report of their Sick Time Bank total with each paycheck.

- 1) When an employee must miss work for doctor/dentist appointments, the employee must give the Department Head two (2) days advance notice unless emergency conditions exist.
- 2) An employee who finds it necessary to use sick time for an accident or illness must notify his/her Department Head as soon as possible, preferably by the start of the work day or earlier via voicemail (voice mail or answering service is on 24 hours/day and weekends). If the employee is unable to make the call him/herself he/she should have a designated person make the call. Failure to call in shall result in disciplinary action, possible dismissal, and the employee may not be permitted to use benefit time for the missed hours.
- 3) If an employee needs to be off from work due to illness or injury, and does not have enough sick time in his/her bank to cover the time off, he/she may use vacation or personal time if a doctor's excuse is presented.

If it is determined that an employee has abused sick time, the employee may be subject to corrective action which includes: documented counseling, requiring the employee to provide a doctor's excuse for future sick time use; disciplinary action up to and including dismissal.

2.10 Vacation Days

A. Full-time employees receive one (1) week of vacation time on the first annual anniversary of their date of hire. Beginning the thirteenth (13th) month of service, full-time employees shall receive vacation days at the rate of 6.25 hrs per month. Beginning the fifth (5th) year of service employees shall receive vacation days at the rate of 9.37 hours per month. Utility Department employees shall receive vacation days at the rate of 6.66 hours per month beginning the thirteenth month of service. Beginning the fifth (5th) year of service Utility Department employees shall receive vacation days at the rate of 10 hours per month. (See Section 2.17 for part-time benefits). Employees shall be given a report of their Vacation Time Bank total with each paycheck.

B. Regular Part-time Employees receive one (1) week of vacation time on the annual anniversary of their date of hire based on their average work week. Beginning the thirteenth (13th) month of service, Regular part-time employees shall receive vacation based on the formula: [# of hours worked every two weeks / 12] each month. Beginning the fifth (5th) year of service regular part-time employees shall receive vacation using the following formula: [# of hours worked every three weeks / 12] each month. Employees shall be given a report of their Vacation Time Bank total with each paycheck.

C. Employees may only bank one and one-half (1-1/2) times their yearly vacation accrual. Employees who have reached this limit may receive cash in lieu of their monthly vacation accrual a maximum of five times their monthly allotment. ~~per calendar year.~~ After receiving cash payment in lieu of monthly vacation accrual the for the maximum hours allowed, the employee must maintain his/her vacation bank at or below the limit by scheduling time off, or forfeit any hours which put his/her vacation bank over the limit. Employees may, in extenuating circumstances, be granted an exception by the Township Supervisor to temporarily exceed the vacation bank limit.

D. All vacations should, if possible, be requested two weeks in advance. However, requests with less than two weeks notice may be approved if this does not cause problems for the department. Each request is decided on a case-by-case basis by each department at the time the request is made. Given the fact that each department has different needs and operating modes, and different levels of staff coverage, it is quite possible that similar requests approved in one department may be declined in another department or vice versa. Likewise, some departments may allow these requests during certain parts of the year but not others depending on the seasonal workload of the department.

E. If an employer-recognized holiday falls during the employee's scheduled vacation, that day shall be considered a holiday and not a vacation day.

F. Department Heads may permit employees to use vacation hours for unexpected personal business if this does not create a problem for the functioning of the department.

- 2) The Department Head will determine if there are other prior requests for the same day(s) in his or her department which may cause staffing problems. If there are conflicting requests, the Department Head shall make a determination as to whose request shall be given priority based on the date the request was submitted, seniority, ability to change plans, and importance of event.
- 3) If the Department Head doesn't see any conflicts, he or she turns in the request form to the Township Supervisor (excluding Park and Util Dept employees) who will then determine if this request conflicts with any other time-off requests from other departments. The Township Supervisor shall determine whose request shall be given priority based on the date the requests were submitted, seniority, ability to change plans, and the importance of the event. The Township Supervisor will determine if duties from one department can be covered by staff from other departments so that more than one person can have the same day(s) off. After making a determination, the Township Supervisor returns the approved or denied request to the Department Head. If approved, the Department Head gives the request form to the employee. If denied, the Department Head will discuss the problem with the employee and the employee may have to select a different day(s).
- 4) Time Off Requests for Department Heads in the General, Utility and Building Fund shall be turned in directly to the Township Supervisor for approval. The Parks Administrator turns his/her requests in to the appointed Parks' commissioner. Utility and Park Department Heads shall inform the Township Supervisor of all approved vacations of their employees.

B. Unexpected days off:

- 1) If an employee unexpectedly needs to use personal or sick time, he/she must fill out a Time Off Request Form immediately upon returning to work. Department Heads turn in their forms directly to the Township Supervisor for signature. Employees turn their forms in to their Department Heads who signs them and then turns them in to the Township Supervisor.
- 2) The Township Supervisor signs the Time Off Request Form and returns it to the employee who then attaches it to his/her time sheet.

~~2.13 Medical, Dental, Vision and Life Insurance~~

~~These benefits are provided to eligible full-time employees and their families. These benefits are not provided to part-time employees. An employee becomes eligible for health insurance the first day of the month following month of hire. There is currently no employee premium for health insurance (excluding prescriptions described below). The Township reserves the right to implement employee premiums for insurance if costs become prohibitive. See the Human Resources Administrator for details of the various plans. The Township offers COBRA insurance coverage, as required by law, to employees and family members.~~

~~2.14 Option for Cash Payment in Lieu of Care Choices Medical Insurance~~

~~A. A regular full-time employee of the Township is eligible for the Township's Care Choices Medical Insurance for him/herself, spouse and dependent children. An employee may opt out of coverage for him/herself and spouse, if he/she and the children are covered under the health insurance plan of his/her spouse or other group plan coverage from retirement, severance, etc. The employee must provide proof of coverage under another group health insurance plan. The employee shall be compensated 40% of the cost of the family plan he/she was eligible for. This amount shall be paid in (26) equal payments each pay period as a taxable benefit. Employees choosing to opt out of the plan must state so in writing. Employees who opt out may rejoin the Priority Health Plan at a future date under various conditions: divorce, loss of employment by spouse resulting in loss of coverage, and during Priority Health's open enrollment period each year.~~

~~B. Employees with children who have health insurance coverage for their children from other sources i.e. through a divorce decree, Department of Human Services etc. may opt out of the family coverage and be compensated 40% of the difference between family coverage and coverage for themselves. This amount shall be paid in (26) equal payments each pay period as a taxable benefit. Such an employee may reinstate coverage for his/her children under the plan under certain conditions: Loss of coverage for the child, or during Priority Health's open enrollment period. The employee must provide proof of coverage for his/her children and state his/her choice to opt out of coverage for his/her children in writing.~~

2.13 Medical, Dental, Vision and Life Insurance

These benefits are provided to eligible full-time employees and their families. These benefits are not provided to part-time employees. An employee becomes eligible for health insurance the first day of the month following month of hire. ~~There is currently no employee premium for health insurance (excluding prescriptions described below).~~ The cost to employees for health insurance is outlined in Appendix A. Currently there is no charge for dental or vision insurance, only for medical insurance. The Township reserves the right to implement increase employee premiums for insurance if costs become prohibitive. See the Human Resources Administrator for details of the various plans. Whenever a health insurance plan changes, a new summary of benefits will be distributed to employees. The Township offers COBRA insurance coverage, as required by law, to employees and family members.

2.14 Option for Cash Payment in Lieu of Care Choices Medical Insurance

~~A. A regular full-time employee of the Township is eligible for the Township's Care Choices Medical Insurance for him/herself, spouse and dependent children. An employee may opt out of coverage for him/herself and his/her entire family, or just his/her spouse, or just his/her children, if the employee or his/her children and or spouse are covered under another group health insurance plan i.e. through retirement benefits from a previous job, the spouse's employment, a divorce decree, department of health services etc. The employee must provide proof of coverage under another group health insurance plan. The employee shall be compensated 40% of whatever portion of the Township insurance he/she opts out of. For example, if the employee elects only single insurance when he/she is entitled to couple insurance, the employee receives 40% of the difference between single and couple coverage. If the employee opts out of family coverage completely, he/she received 40% of the cost of family coverage.~~

This amount shall be paid in (26) equal payments each pay period as a taxable benefit. Employees choosing to opt out of the plan must state so in writing. Employees who opt out may rejoin the Priority health insurance plan at a future date under various specific conditions: divorce, loss of employment by spouse resulting in loss of coverage, and during Priority Health's open enrollment period each year.

~~B. Employees with children who have health insurance coverage for their children from other sources i.e. through a divorce decree, Department of Human Services etc. may opt out of the family coverage and be compensated 40% of the difference between family coverage and coverage for themselves. This amount shall be paid in (26) equal payments each pay period as a taxable benefit. Such an employee may reinstate coverage for his/her children under the plan under certain conditions: Loss of coverage for the child, or during Priority Health's open enrollment period. The employee must provide proof of coverage for his/her children and state his/her choice to opt out of coverage for his/her children in writing.~~

2.15 Pension Benefit

A. The Township provides pension programs for permanent full-time employees and permanent part-time employees working at least twenty (20) hours/week.

B. Permanent part-time employees are eligible (the plan is optional) to participate in the John Hancock Defined Contribution Pension Plan beginning the 1st day of the month following the month of hire. However, if a part-time employee chooses to opt out, that is irrevocable and they cannot later choose to join the plan. The employee must sign an IRREVOCABLE WAIVER OF PARTICIPATION if they choose to opt out. For the John Hancock Plan, employee contribution is 5% and the Township Contribution is 10%. An employee becomes vested after twenty (20) months of participation in the plan.

C. Permanent full-time employees are required to participate in the MERS Defined Benefit Pension Plan beginning the 1st day of employment. Employee contribution is 5%. The MERS plan allows for retirement at age 55 with a minimum of fifteen (15) years of service, retirement at any age with thirty (30) years of service, or retirement at age sixty (60) with six years of service. The benefit multiplier is B-3 (see the MERS booklet for further explanation). Employees become vested in MERS after six years.

D. Full-time employees hired before 1/1/04 were given a one-time option to remain in the John Hancock Plan or convert to the MERS Pension Plan. All full-time employees hired after 1/1/04 must participate in the MERS Pension Plan.

E. Pension is deducted from all pay including overtime, longevity and education/certification incentives; likewise the employer match is paid on all forms of pay. Refer to Section 3.3 for explanation of how pension is dealt with when switching from part-time to full-time status. See the Human Resources Administrator for further information on either of these pension plans.

2.16 Retirement Health Benefits

A. MERS HEALTH CARE SAVINGS PLAN

(1) All full-time employees hired after 11/1/13 shall be enrolled in MERS HealthCare Savings Plan Division # 300800 the first day of the month following month of hire.

accounts are pre-tax and are also not taxed when they are withdrawn. This employer money is placed in employee's accounts on a monthly basis but is subject to a vesting schedule. The vesting schedule is as follows: 25% after six years of employment, 50% after nine years of employment, 75% after 12 years of employment, and 100% after fifteen years of employment. The employer contribution can be reduced or increased by a decision of the Township Board of Trustees. It is reviewed annually and set at budgeting time for the upcoming fiscal year, by board resolution.

2.17 Benefit Day Payoffs

A. An employee who resigns or retires with at least 14 calendar days notice to the Township, who has at least eight (8) years of full time service will be paid:

Twenty-five percent (25%) of unused Personal Time.

Twenty-five (25%) of unused Sick Time.

One Hundred percent (100%) of unused Compensatory or Management Time.

One Hundred percent (100%) of unused Vacation Time.

Benefit time will be cashed out as designated in the employee's *Benefit Time Pay-Off Election* form on the day before termination of employment. In the event an employee's employment is terminated due to sudden death or mental/physical incapacitation, whatever amount is designated on his/ her *Benefit Time Pay-Off Election* form on record with the Human Resources Department shall be used to cash out unused benefit time before any benefit time is deposited into the employee's MERS Health Care Savings Plan account. Employees may amend their *Benefit Time Pay-Off Election* form, at any time up until 3:30 p.m. the day before termination of employment. Amended forms are to be turned into the HR Administrator, in his/her absence the Township Clerk, in his/her absence the Township Supervisor.

B. If the employee has less than eight (8) years of service, or fails to give fourteen (14) calendar days written notice to his/her Department Head, he/she shall not receive any Sick or Personal Time payoff, but shall receive any unused Vacation, Comp, or Management Time.

2.18 Exceptions Regarding Benefit Day Pay-Offs

The Township may pay benefit days for employees leaving employment with less than eight years of service as part of a case-by-case severance package, at its discretion.

2.19 Annual Raises

Annual raises, if awarded, take effect the first pay period of the fiscal year which begins January 1st. The amount is decided by the Township Board.

2.20 Other Raises

The Township may award parity raises or raises for increased responsibilities. The Township does not offer merit raises. Recommendations for parity or raises due to increased responsibility, are submitted to

APPENDIX A: NON UNION EMPLOYEE'S PERSONNEL MANUAL

Township Policies which govern the Blue Cross/Blue Shield Preferred Provider Organization Health Savings Account (PPO HSA) \$3,000/\$6,000 High Deductible Health Insurance Plan for Period

April 1, 2013 -- March 31, 2014:

On April 1, 2013 the Township changed the health insurance coverage for eligible employees from Priority Health, a Health Maintenance Organization (HMO), to a Blue Cross/ Blue Shield Preferred Provider Organization Health Savings Account High Deductible Health Insurance Plan (PPO HSA). The new PPO HSA has a higher deductible than the previous plan, but the Township has agreed to pay each employee an amount that would cover their potential deductible expenses. The savings on premiums for the Township are low enough that even with funding employees' deductible, the plan is less costly than a renewal of the previous Priority Health HMO, which is why the change was made. By staying healthy, and efficiently spending their HSA money, employees have the ability to retain unused money in their HSA accounts, thus this kind of plan has the potential to save both the Township and employees money. Even with high utilization, an employee will spend less per year than with an HMO since the deductible is funded by the Township. HSA accounts are highly regulated by the IRS and therefore employees are encouraged to consult with their tax preparer to be certain they are correctly utilizing their HSA accounts and to review the guidelines of HSA accounts in IRS Publication #669.

1) COSTS

Employees will have the following amount deducted from their paycheck each pay period for their share of the premium cost of this plan. This will help the Township offset costs of administering this plan and for the hardship/catastrophic advances the Township is offering.

Single:	\$ 6.92	[\$15.00/MONTH]
Couple:	\$ 9.23	[\$20.00/MONTH]
Family:	\$11.53	[\$25.00/MONTH]

This is an after-tax deduction.

2) DEPOSIT SCHEDULE

The Township shall deposit the following amounts on the following dates into employees' HSA Accounts:

April 1, 2013:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage
July 1, 2013:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage
October 1, 2013:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage
January 1, 2014:	\$750 for Single Coverage	\$1,500 for Couple/Family Coverage

Once this money is deposited in employee's accounts, it belongs to the employee. The Township will not ask for any repayment if an employee leaves employment for any reason regardless of whether the funds have already been used for medical expenses or are still in the employee's HSA account.

3) TAX FILING REQUIREMENTS

Employees will be required to file a tax form with the IRS for 2013 and 2014 because they are receiving HSA deposits from the Township. The tax form is called 8889 and the guidelines are outlined in Publication #669. Employees need to save all their medical receipts for filing tax form 8889. Any employees having questions about the tax implications of participating in the HSA plan should consult their tax preparer/accountant.

4) DEBIT CARD USE AND GUIDELINES

a) Employees will be issued a debit card to dispense the money deposited in their HSA accounts for qualified medical expenses. The money in the HSA account can be used for both medical expenses that apply to the Blue Cross/Blue Shield deductible, OR qualify for IRS approved HSA expenditures without paying taxes on the money. The employee will know if the expenses are IRS approved because the HSA debit card will be programmed such that ineligible expenses will not go through.

b) If employees use their HSA money for medical expenses that meet IRS guidelines, but not Blue Cross/Blue Shield deductible guidelines, such as dental or vision related expenses or medical expenses exempted by Blue Cross/Blue Shield such as acupuncture, the employees will have to pay some of the Blue Cross Blue/ Shield deductible out of pocket if they incur medical expenses beyond what remains in their HSA accounts.

c) Employees can also withdraw money from their HSA accounts at any time and use it for purposes that do NOT qualify towards the Blue Cross Blue Shield deductible OR meet IRS guidelines for approved medical expenses. If an employee chooses to do this, he/she will be responsible for paying taxes and a 10% IRS penalty on the money used for non-qualified expenditures. The Township therefore highly recommends that employees DO NOT withdraw money out of their HSA accounts for purposes other than paying expenses towards the deductible for their BCBO Health insurance plan during the plan year. The Township will not loan employees money or give cash advances on paychecks to cover medical expenses in situations where an employee has withdrawn money from his/her HSA account designated for the current plan year, and used it for expenditures other than to meet the deductible on his/her BCBS Health insurance plan.

5) ADVANCES

If during the plan year, an employee incurs medical expenses that are eligible for his/her BCBS deductible, that are more than the amount in his/her HSA account at that point in time, the Township will advance up to the full \$3,000/\$6,000 that the employee is eligible for the plan year and deposit this

advance into the employee's HSA account. The employee will not be required to repay this advance even if he/she leaves employment with the township before the plan year ends.

6) PROCEDURES FOR ADVANCES

Any employee needing an advance to pay medical bills will fill out a Request for Additional HSA Deposit Form requesting an advance (See Attached). This form is turned in to the Township Supervisor. Advances are automatically approved contingent upon authentic medical bills eligible under the Blue Cross Blue Shield deductible being presented to the third party administrator. The employee then submits the signed request letter, along with the medical bills, to the third party administrator of this plan [Marwil Associates], along with a HIPPA medical release form. Employees can strike out personal information such as medication names, tests, etc. The third party administrator will examine the medical bills and ascertain their validity. To protect the privacy of the employee regarding his/her medical conditions/treatments, the employee will not be required to discuss or show these medical bills to his/her supervisor or any other Superior Township official. Upon receiving approval from the third party administrator, the Superior Township HR Administrator will deposit the approved funds. The money usually can be made available within five working days. If an employee needs to provide proof to a medical provider that additional funds will be deposited to cover the upcoming expense, the Township will provide a letter affirming this.

7) TAX IMPLICATIONS FOR ADVANCES

If an employee leaves employment for any reason during the plan year and does not stay enrolled in a qualified High Deductible Health Insurance Plan (i.e. through Cobra, through a high deductible plan of their spouse, or through a privately purchased plan), the employee may owe the IRS taxes on any money that the Township deposited as an advance on future quarters. This tax liability may apply even if the advance money was spent on bonafide medical expenses; it has to do with eligible months in the plan and deposits given, not what was spent. Please consult a tax accountant if you would like more information on this or read IRS Bulletin #969 entitled Health Savings Accounts and Other Tax-Favored Health Plans.

8) COBRA

If an employee leaves employment with the Township for any reason during this plan year, he/she may elect to continue this plan under Cobra. The premiums the employee will be charged are:

Single: \$355.71 / Month
Couple: \$853.71 / Month
Family: \$1,067.15 / Month

After separation from service, the employee will no longer receive quarterly deposits into his/her HSA account and will become responsible for paying any deductibles under this plan.

IRS guidelines say that HSA money cannot be used to pay premiums. So a departing employee may not use any money remaining in his/her HSA account to pay Cobra premiums to the township or to pay for health insurance premiums from any private

insurance company. The employee can begin using his/her MERS Health Care Savings Plan money to pay Cobra premiums. Or the employee can cash out his/her HSA account and pay income taxes on the money (approximately 25% and a 10% IRS penalty) and then use the remaining money to pay Cobra premiums.

9) UNUSED FUNDS

As this plan year comes to a close, (i.e. March 2014), the Township will decide what health insurance plan it will be providing for employees for the subsequent year. It could continue with this plan, it could be a similar but not identical HSA plan, or the Township could decide to return to an HMO plan. Any money left in employees' HSA accounts at the end of the plan year will belong to the employees. The employees may leave the money in their HSA account to be used for future co-pays or deductibles (in whatever plan the Township uses in the future including an HMO), or vision and dental expenses without paying any taxes on the money. He/she may not use it to pay premiums to the Township or any other health insurance premiums. Employees can also cash out the account, or part of it, and pay taxes plus a 10% penalty on it and use the money for whatever he/she chooses.

Ann Arbor / Ypsilanti Regional Chamber

115 West Huron Street 3rd Floor
Ann Arbor, MI 48104

Bill To:
Kay Williams
Superior Charter Township
3040 N. Prospect
Ypsilanti, MI 48198

Date **Invoice #**
5/1/2013 36536

PLEASE PAY THIS AMOUNT \$328.50

Make checks payable to:
Ann Arbor / Ypsilanti Regional Chamber
OR Credit Card # _____
Exp Date _____ CVV # _____

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Superior Charter Township
3040 N. Prospect
Ypsilanti, MI 48198

Terms	Due Date
Net 15	5/16/2013

Description	Qty	Rate	Amount
Membership dues - Business level, non-profit June 2013 - May 2014 Are you taking advantage of the MONEY SAVINGS the Chamber has to offer? -5% discount on Workers Compensation through Accident Fund -Average of 56% discount on office supplies through Office Depot -Up to 75% discount on Prescription drugs using ChamberRxDrug Card Contact Cindie Dulaney at 734-214-0103 or Cindie@a2ychamber.org for more information on these and other Chamber Member Benefits. To Pay your bill ONLINE with a credit card, log on to your account at a2ychamber.org	1	328.50	328.50

Total	\$328.50
Payments/Credits	\$0.00
Balance Due	\$328.50

Ann Arbor / Ypsilanti Regional Chamber

Billing Inquiries? Call (734) 214-0103



A2YChamber
ANN ARBOR / YPSILANTI REGIONAL CHAMBER

115 West Huron Street, 2nd Floor | Ann Arbor, MI 48104
Tel: (734) 665-4433 | Fax: (734) 606-4491 | A2YChamber.org

May 1, 2013

Superior Charter Township
3040 N. Prospect
Ypsilanti, MI 48198

Dear William McFarlane:

Your continued support of the A2Y Chamber enables us to reach our mission to provide advocacy, support and connections for local businesses in order to foster economic success and improve quality of life for the Ann Arbor / Ypsilanti region.

There are many ways your organization can prosper from your membership. Listed below are the last 12 months of activity statistics from your online listing through the Chamber:

- 588 Times your company name was displayed in a search
- 152 Clicks on your Member information page
- 0 Clicks to visit your website from the A2Y Website - Please provide us with a website

We look forward to seeing you at our upcoming events:

- Grub Crawl, May 8th @ 6pm
- Early Edition, Kensington Court, May 15 @ 7am
- Golf Outing, Polo Fields - Washtenaw, June 4th

For additional details on these and other Chamber events, please visit: A2YChamber.org

To help us succeed, we need ideas, input, and suggestions. Please feel free to contact myself or the Chamber staff.

As always, thank you in advance for your A2Y Chamber membership renewal, we appreciate your continued support and look forward to seeing you at an event soon.

Sincerely,

Diane Keller
President/CEO

Thank You to our Chair Circle Members

City of Ann Arbor - Cole Taylor Mortgage - Eastern Michigan University - IHA - ProQuest
Saint Joseph Mercy Health System - Toyota Motor Engineering & Manufacturing NA - Washtenaw Community College
Washtenaw County Government - University of Michigan

BUILDING FUND PROPOSED BUDGET AMENDMENTS				
MAY 18, 2013				
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT	COMMENTS
249-000-393-050	ACCRUED ABSENCE RESERVE	INCREASE	\$ 25,000.00	SOMEHOW THE ACCRUED ABSENCESMONEY GOT MERGED
249-000-393-000	GENERAL RESERVE	\$ 25,000.00	DECREASE	UNTO THE GENERAL RESERVE.
				I DID A CALULATION OF THE BENEFIT TIME OF THE BUILDING
				FUND EMPLOYEES AND THIS IS WHAT IS WHAT SHOULD BE IN
	TOTAL OF DEBITS/CREDITS	\$ 25,000.00	\$ 25,000.00	THE ACCRUED ABSENCES RESERVE.

SUPERIOR TOWNSHIP

BILLS FOR PAYMENT

DATE: MAY 18, 2013

TOTAL AMOUNTS TO BE RELEASED FROM EACH FUND

GENERAL	NONE TO SUBMIT
LEGAL DEFENSE	NONE TO SUBMIT
FIRE	NONE TO SUBMIT
LAW	NONE TO SUBMIT
PARK	NONE TO SUBMIT
BUILDING	NONE TO SUBMIT
UTILITIES	NONE TO SUBMIT

GRAND TOTAL

THERE ARE NO BILLS TO SUBMIT FOR THIS MEETING

SUBMITTED BY: SUSAN MUMM, ACCOUNTANT

Record of Disbursements

Date: 5/18/13

*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
 April 11 - May 15 2013

Check Date	Check	Vendor Name	Amount
04/11/2013	34564	CAILAN WHITE	\$ 22.00
04/11/2013	34565	DAVID PHILLIPS	\$ 44.07 V
04/11/2013	34566	DTE ENERGY	\$ 39.30
04/11/2013	34567	ELECTION SYSTEMS & SOFTWARE, INC.	\$ 538.62
04/11/2013	34568	FINK & VALVO PLLC	\$ 52.50
04/11/2013	34569	MARGUERITE BAYES	\$ 11.50
04/11/2013	34570	MICHAEL INGELS	\$ 50.00
04/11/2013	34571	STAPLES ADVANTAGE	\$ 302.91
04/11/2013	34572	DAVID PHILLIPS	\$ 44.07
04/15/2013	34573	PARHELION TECHNOLOGIES	\$ 50.00
04/15/2013	34574	PARHELION TECHNOLOGIES	\$ 82.50
04/15/2013	34575	PARHELION TECHNOLOGIES	\$ 190.00
04/15/2013	34576	MR. ROOT OUT PLUMBING	\$ 140.00
04/15/2013	34577	CITIZEN'S BANK HEALTH INSUR ACT	\$ 155.12
04/15/2013	34578	CITIZEN'S BANK HEALTH INSUR ACT	\$ 158.24
04/15/2013	34579	CITIZEN'S BANK HEALTH INSUR ACT	\$ 637.92
04/16/2013	34580	CITIZEN'S BANK HEALTH INSUR ACT	\$ 1,500.00
04/16/2013	34581	CITIZEN'S BANK HEALTH INSUR ACT	\$ 750.00
04/16/2013	34582	JACK GOODNOE	\$ 25.00
04/16/2013	34583	MICHELLE BARTH	\$ 50.00
04/16/2013	34584	SUSAN MUMM	\$ 565.96
04/16/2013	34585	TOM FREEMAN	\$ 50.00
04/16/2013	34586	WENDY FRY	\$ 25.00
04/16/2013	34587	JEFFREY THOMPSON	\$ 44.00
04/16/2013	34588	ROBERT LEVERETT	\$ 22.00
04/16/2013	34589	THOMAS PELLERITO	\$ 22.00
04/16/2013	34590	THOMAS RUDNICKI	\$ 40.00
04/16/2013	34591	CITIZEN'S BANK HEALTH INSUR ACT	\$ 3,187.60
04/17/2013	34592	SUSAN MUMM	\$ 17.59
04/19/2013	34593	LUCAS & BAKER PC	\$ 532.50

General Fund Check Register
 April 11 - May 15 2013

Check Date	Check	Vendor Name	Amount
04/19/2013	34594	ABSOPURE WATER COMPANY	\$ 20.00
04/19/2013	34595	ABSOPURE WATER COMPANY	\$ 24.00
04/19/2013	34596	FEDEX	\$ 52.84
04/19/2013	34597	HERITAGE NEWSPAPERS	\$ 60.80
04/19/2013	34598	LUCAS & BAKER PC	\$ 442.50
04/19/2013	34599	MONA MCLAIN	\$ 35.60
04/19/2013	34600	PAETEC	\$ 364.80
04/19/2013	34601	PITNEY BOWES INC.	\$ 272.00
04/19/2013	34602	STAPLES ADVANTAGE	\$ 406.05
04/22/2013	34603	JOHN HUDSON	\$ 98.31
04/24/2013	34604	EVERT VANRADEN	\$ 34.50
04/24/2013	34605	SUPERIOR TWP PAYROLL FUND	\$ 22,769.14
04/25/2013	34606	ROGER JUDSON	\$ 22.00
04/25/2013	34607	CITIZEN'S BANK HEALTH INSUR ACT	\$ 34.38
04/25/2013	34608	CITIZEN'S BANK HEALTH INSUR ACT	\$ 21.63
04/25/2013	34609	SUPERIOR TWP UTILITY DEPARTMENT	\$ 429.15
04/26/2013	34610	CITIZEN'S BANK HEALTH INSUR ACT	\$ 15.89
04/26/2013	34611	CITIZEN'S BANK HEALTH INSUR ACT	\$ 34.38
04/26/2013	34612	SUPERIOR TWP PAYROLL FUND	\$ 1,440.00
04/26/2013	34613	SUPERIOR TOWNSHIP BUILDING FUND	\$ 623.80
04/26/2013	34614	SUPERIOR TOWNSHIP BUILDING FUND	\$ 623.80
04/26/2013	34615	SUPERIOR TWP PAYROLL FUND	\$ 45.00
04/30/2013	34616	READING & ETTER	\$ 90.00
05/01/2013	34617	DANE DONTE JONES	\$ 23.00
05/01/2013	34618	MICHELLE ARKENS	\$ 22.00
05/01/2013	34619	RICHARD MAYERNIK	\$ 157.94
05/01/2013	34620	ANN ARBOR TRANSPORTATION AUTHORITY	\$ 9,711.03
05/01/2013	34621	ANN ARBOR TRANSPORTATION AUTHORITY	\$ 4,402.32
05/01/2013	34622	SUSAN MUMM	\$ 68.93
05/01/2013	34623	UNEMPLOYMNET INSURANCE AGENCY	\$ 78.91

General Fund Check Register
 April 11 - May 15 2013

Check Date	Check	Vendor Name		Amount
05/02/2013	34624	SUPERIOR TWP PAYROLL FUND	\$	901.92
05/02/2013	34625	SUPERIOR TWP PAYROLL FUND	\$	2,646.31
05/02/2013	34626	NATIONAL NOTARY ASSOC	\$	94.90
05/03/2013	34627	KARL RICHARDSON	\$	50.00
05/03/2013	34628	THEODORE OSTERKAMP	\$	13.00
05/06/2013	34629	DANIEL SCHWIMMER	\$	22.00
05/06/2013	34630	DTE ENERGY	\$	49.61
05/06/2013	34631	DTE ENERGY	\$	178.92
05/06/2013	34632	DTE ENERGY	\$	78.90
05/06/2013	34633	DTE ENERGY	\$	425.41
05/06/2013	34634	AUTOMATED RESOURCE MANAGEMENT	\$	216.05
05/06/2013	34635	BS&A SOFTWARE	\$	4,220.00
05/06/2013	34636	BS&A SOFTWARE	\$	400.00
05/06/2013	34637	JOHN HUDSON	\$	94.92
05/06/2013	34638	PFEFFER, HANNIFORD & PALKA	\$	9,335.00
05/06/2013	34639	RICOH AMERICAS CORP	\$	260.41
05/06/2013	34640	SHARED SERVICES, LLC	\$	44.80
05/06/2013	34641	SHARED SERVICES, LLC	\$	64.00
05/07/2013	34642	GORDON FOOD SERVICE, INC.	\$	259.13
05/07/2013	34643	SUPERIOR TWP PAYROLL FUND	\$	23,206.89
05/07/2013	34644	VERIZON WIRELESS	\$	41.55
05/07/2013	34645	WEX BANK	\$	51.42
05/10/2013	34646	BURTON LOWE	\$	5.75
05/10/2013	34647	COMCAST	\$	73.90
05/10/2013	34648	MR. ROOT OUT PLUMBING	\$	235.00
05/10/2013	34649	RICOH USA, INC	\$	552.48
05/10/2013	34650	TERMINIX PROCESSING CENTER	\$	73.00
05/10/2013	34651	POSTMASTER	\$	1,200.00
05/13/2013	34652	KIM HOPPE	\$	200.00
05/13/2013	34653	MICHELLE CZUPINSKI	\$	135.00

General Fund Check Register
 April 11 - May 15 2013

Check Date	Check	Vendor Name	Amount
05/13/2013	34654	NANCY DURSTON	\$ 150.00
05/13/2013	34655	PHYLLIS ROBERTS	\$ 135.00
05/13/2013	34656	TRACI BIBINS	\$ 135.00
05/13/2013	34657	DAVID PHILLIPS	\$ 19.45
05/13/2013	34658	DAVID PHILLIPS	\$ 11.25
05/13/2013	34659	WASH CO ASOC OF ASSESSING	\$ 35.00 V
05/13/2013	34660	WAYNE CO ASSOC OF ASSESSING OFFICER	\$ 35.00
05/13/2013	34661	ABSOPURE WATER COMPANY	\$ 40.00
05/13/2013	34662	ABSOPURE WATER COMPANY	\$ 24.00
05/13/2013	34663	STAPLES ADVANTAGE	\$ 354.33
05/14/2013	34664	CANON SOLUTIONS AMERICA	\$ 240.73
05/14/2013	34665	PAETEC	\$ 369.38
05/14/2013	34666	PITNEY BOWES INC.	\$ 156.62
05/15/2013	34667	DANIEL DURFY	\$ 50.00
05/15/2013	34668	MELINDA WARTHEN	\$ 27.00
05/15/2013	34669	OHM ADVISORS	\$ 222.00
05/15/2013	34670	BS&A SOFTWARE	\$ 174.16

GENL TOTALS:

Total of 107 Checks:	99,084.29
Less 2 Void Checks:	79.07
Total of 105 Disbursements:	<u>99,005.22</u>

Fire Fund Check Register
 April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
04/11/2013	20961	FIRE ENGINEERING	21.00
04/11/2013	20962	SUPERIOR TWP UTILITY DEPARTMENT	48.22
04/12/2013	20963	ART VAN FURNITURE	1,499.96
04/12/2013	20964	PAUL'S TV	797.00
04/15/2013	20965	PARHELION TECHNOLOGIES	50.00
04/15/2013	20966	PARHELION TECHNOLOGIES	65.00
04/15/2013	20967	PARHELION TECHNOLOGIES	190.00
04/15/2013	20968	CITIZEN'S BANK HEALTH INSUR ACT	90.80
04/15/2013	20969	CITIZEN'S BANK HEALTH INSUR ACT	205.39
04/15/2013	20970	CITIZEN'S BANK HEALTH INSUR ACT	35.08
04/15/2013	20971	CITIZEN'S BANK HEALTH INSUR ACT	894.71
04/15/2013	20972	CITIZEN'S BANK HEALTH INSUR ACT	118.30
04/16/2013	20973	CHRIS WIGGINS	20.00
04/16/2013	20974	CORRIGAN OIL COMPANY	857.10
04/16/2013	20975	JEFFREY KUJAWA	50.00
04/16/2013	20976	SHAUN BACH	20.00
04/16/2013	20977	CITIZEN'S BANK HEALTH INSUR. ACT	6,609.60
04/16/2013	20978	CITIZEN'S BANK HEALTH INSUR ACT	1,195.36
04/22/2013	20979	AUTO VALUE YPSILANTI	58.14
04/22/2013	20980	PAETEC	71.01
04/24/2013	20981	HOME DEPOT CREDIT SERVICES	117.64
04/24/2013	20982	SUPERIOR TWP PAYROLL FUND	27,734.74
04/25/2013	20983	NORTH EASTERN UNIFORMS & EQUIPMENT	113.95
04/25/2013	20984	RICOH AMERICAS CORPORATION	273.34
04/25/2013	20985	CITIZEN'S BANK HEALTH INSUR ACT	44.90
04/25/2013	20986	CITIZEN'S BANK HEALTH INSUR ACT	8.11
04/25/2013	20987	SUPERIOR TWP UTILITY DEPARTMENT	71,815.14
04/25/2013	20988	SUPERIOR TWP UTILITY DEPARTMENT	17,572.60
04/25/2013	20989	CITIZEN'S BANK HEALTH INSUR ACT	353.95
04/26/2013	20990	SUPERIOR TWP UTILITY DEPARTMENT	85.72

Fire Fund Check Register
 April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
04/26/2013	20991	CITIZEN'S BANK HEALTH INSUR ACT	42.52
04/26/2013	20992	CITIZEN'S BANK HEALTH INSUR ACT	8.11
04/26/2013	20993	SUPERIOR TWP PAYROLL FUND	1,215.00
04/26/2013	20994	SUPERIOR TWP PAYROLL FUND	1,215.00 V
05/01/2013	20995	COMCAST	191.69
05/01/2013	20996	CORRIGAN OIL COMPANY	916.76
05/01/2013	20997	DTE ENERGY	754.98
05/01/2013	20998	DTE ENERGY	395.62
05/01/2013	20999	PAETEC	123.06
05/02/2013	21000	SUPERIOR TWP PAYROLL FUND	6,002.01
05/02/2013	21001	SUPERIOR TWP PAYROLL FUND	570.26
05/02/2013	21002	SUPERIOR TWP GENERAL FUND	833.33
05/06/2013	21003	PFEFFER, HANNIFORD & PALKA	0.00 V
05/06/2013	21004	PFEFFER, HANNIFORD & PALKA	1,990.00
05/07/2013	21005	AMERICAN AQUA, INC.	36.70
05/07/2013	21006	BELLE TIRE DISTRIBUTORS	2,079.59
05/07/2013	21007	HURON VALLEY AMBULANCE	65.45
05/07/2013	21008	HURON VALLEY AMBULANCE	1,495.44
05/07/2013	21009	SUPERIOR TWP PAYROLL FUND	31,939.63
05/13/2013	21010	COMCAST	70.95
05/13/2013	21011	FIRST DUE FIRE SUPPLY	337.00
05/13/2013	21012	GABBYS BP	40.87
05/13/2013	21013	NEXTEL	250.64
05/13/2013	21014	TRUGREEN PROCESSING CENTER	766.40
05/15/2013	21015	CORRIGAN OIL COMPANY	730.59
05/15/2013	21016	PAETEC	71.08
05/15/2013	21017	TERMINIX PROCESSING CENTER	59.00
05/15/2013	21018	TERMINIX PROCESSING CENTER	129.00
05/15/2013	21019	WITMER PUBLIC SAFETY GROUP, INC.	328.49

Fire Fund Check Register
April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
FIRE TOTALS:			
Total of 59 Checks:			183,675.93
Less 2 Void Checks:			<u>1,215.00</u>
Total of 57 Disbursements:			182,460.93

Building Fund Check Register
 April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
04/15/2013	8213	INTERNATIONAL CODE COUNCIL, INC.	103.75
04/15/2013	8214	CITIZEN'S BANK HEALTH INSUR ACT	15.14
04/15/2013	8215	CITIZEN'S BANK HEALTH INSUR ACT	27.92
04/15/2013	8216	CITIZEN'S BANK HEALTH INSUR ACT	90.73
04/16/2013	8217	CITIZEN'S BANK HEALTH INSUR ACT	960.98
04/19/2013	8218	RICHARD MAYERNIK	97.06
04/22/2013	8219	SUPERIOR TWP GENERAL FUND	1,850.93
04/24/2013	8220	SUPERIOR TWP PAYROLL FUND	3,861.87
04/25/2013	8221	WEX BANK	117.10
04/25/2013	8222	CITIZEN'S BANK HEALTH INSUR ACT	6.53
04/26/2013	8223	CITIZEN'S BANK HEALTH INSUR ACT	6.53
04/26/2013	8224	SUPERIOR TWP PAYROLL FUND	135.00
04/26/2013	8225	SUPERIOR TWP GENERAL FUND	1,652.03
04/26/2013	8226	SUPERIOR TWP GENERAL FUND	1,423.90
04/29/2013	8227	RICHARD MAYERNIK	143.19
05/01/2013	8228	EDWIN MANIER	330.00
05/02/2013	8229	SUPERIOR TWP PAYROLL FUND	716.52
05/02/2013	8230	SUPERIOR TWP GENERAL FUND	1,269.60
05/06/2013	8231	PFEFFER, HANNIFORD & PALKA	1,125.00
05/07/2013	8232	SHYMANSKI & ASSOCIATES, L.L.C.	425.00
05/07/2013	8233	SUPERIOR TWP PAYROLL FUND	3,861.86
05/07/2013	8234	VERIZON WIRELESS	41.54
05/07/2013	8235	SUPERIOR TWP PAYROLL FUND	199.88
05/08/2013	8236	GENE BUTMAN FORD SALES, INC.	517.98
05/13/2013	8237	RICHARD MAYERNIK	37.09
05/14/2013	8238	SHYMANSKI & ASSOCIATES, L.L.C.	400.00
05/15/2013	8239	SUPERIOR TWP GENERAL FUND	1,207.11
BUILD TOTALS:			
Total of 27 Checks:			20,624.24
Less 0 Void Checks:			0.00
Total of 27 Disbursements:			20,624.24

Law Fund Check Register
April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
Bank LAW LAW FUND			
04/11/2013	2923	DTE ENERGY	13.10
04/11/2013	2924	WASHTENAW COUNTY TREASURER	126,750.00
04/23/2013	2925	SUPERIOR TWP FIRE FUND	1,653.74
04/23/2013	2926	SUPERIOR TWP GENERAL FUND	475.36
04/25/2013	2927	STEFANI CARTER J.D. P.C.	882.75
05/01/2013	2928	WASHTENAW COUNTY TREASURER	6,056.07
05/01/2013	2929	WASHTENAW COUNTY TREASURER	126,750.00
05/02/2013	2930	SUPERIOR TWP GENERAL FUND	100.00
05/06/2013	2931	DTE ENERGY	12.56
05/06/2013	2932	DTE ENERGY	397.33
05/06/2013	2933	PFEFFER, HANNIFORD & PALKA	1,000.00
05/10/2013	2934	SUPERIOR TWP FIRE FUND	50.00
05/15/2013	2935	STEFANI CARTER J.D. P.C.	352.50
LAW TOTALS:			
Total of 13 Checks:			264,493.41
Less 0 Void Checks:			0.00
Total of 13 Disbursements:			264,493.41

Park Fund Check Register
 April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
04/11/2013	11590	THE ROCKET	503.28
04/15/2013	11591	SUPERIOR TWP UTILITY DEPARTMENT	35.41
04/15/2013	11592	CITIZEN'S BANK HEALTH INSUR ACT	5.68
04/15/2013	11593	CITIZEN'S BANK HEALTH INSUR ACT	5.38
04/15/2013	11594	CITIZEN'S BANK HEALTH INSUR ACT	20.68
04/17/2013	11595	SPARTAN DISTIBUTORS --AUBURN	784.00
04/17/2013	11596	SPARTAN DISTIBUTORS --AUBURN	1,511.86
04/17/2013	11597	SPARTAN DISTIBUTORS --AUBURN	749.00
04/17/2013	11598	SPARTAN DISTIBUTORS --AUBURN	1,077.05
04/17/2013	11599	PARHELION TECHNOLOGIES	5.00
04/19/2013	11600	O'REILLY AUTO PARTS	55.97
04/22/2013	11601	WALMART COMMUNITY/GEGRB	44.67
04/24/2013	11602	SUPERIOR TWP PAYROLL FUND	3,958.13
04/24/2013	11603	VERIZON WIRELESS	93.34
04/26/2013	11604	HOME DEPOT CREDIT SERVICES	60.79
04/26/2013	11605	SUPERIOR TWP PAYROLL FUND	67.50
04/26/2013	11606	SUPERIOR TWP UTILITY DEPARTMENT	2,809.60
04/26/2013	11607	SUPERIOR TWP UTILITY DEPARTMENT	2,809.60
04/29/2013	11608	CONGDON'S ACE HARDWARE	26.96
04/29/2013	11609	SUPERIOR TWP UTILITY DEPARTMENT	130.95
05/02/2013	11610	SUPERIOR TWP PAYROLL FUND	223.97
05/02/2013	11611	SUPERIOR TWP PAYROLL FUND	378.50
05/02/2013	11612	SUPERIOR TWP GENERAL FUND	500.00
05/03/2013	11613	WEX BANK	364.14
05/06/2013	11614	O'REILLY AUTO PARTS	11.98
05/06/2013	11615	PFEFFER, HANNIFORD & PALKA	0.00 V
05/06/2013	11616	PFEFFER, HANNIFORD & PALKA	1,150.00
05/07/2013	11617	SUPERIOR TWP PAYROLL FUND	4,369.91
05/07/2013	11618	SUPERIOR TWP PAYROLL FUND	61.66
05/08/2013	11619	DAVID BORNEMAN L.L.C.	3,650.00

Park Fund Check Register
April 11 - May 15, 2013

Check Date	Check	Vendor Name	Amount
05/08/2013	11620	MARGOLIS COMPANIES, INC.	45.00
05/08/2013	11621	SAM'S CLUB	86.17
05/15/2013	11622	ALL SEASONS LANDSCAPING CO. INC.	97.65
05/15/2013	11623	MARGOLIS COMPANIES, INC.	31.00
05/15/2013	11624	PARHELION TECHNOLOGIES	5.00

PARK TOTALS:

Total of 35 Checks:			25,729.83
Less 1 Void Checks:			0.00
Total of 34 Disbursements:			<u>25,729.83</u>

7:39 AM
05/15/13
ACCRUAL BASIS

SUPERIOR TOWNSHIP UTILITY DEPARTMENT
CHECK REGISTER
APRIL 16 THROUGH MAY 20, 2013

DATE	NUM	NAME	MEMO	AMOUNT
100 - CASH - O&M				
101 - O&M CHECKING - CHASE				
5/10/13	EFT	MAGIC-WRIGHTER	MONTHLY FEE - 04/13	(39.92)
4/17/13	7943	SUPERIOR TWP. PAYROLL FUND	MERS HEALTH SAVINGS - 04/13	(1,147.50)
4/17/13	7944	AARON HAGGERTY	REFUND OVERPAYMENT W/S - 1653 SAVANNAH	(1,266.51)
4/17/13	7945	ADVANCE AUTO PARTS	CONDUCTOR FOR LIGHTS	(2.99)
4/17/13	7946	CITIZEN'S HEALTH INSURANCE ACCOUNT	DENTAL INSURANCE - 05/13	(742.45)
4/17/13	7947	CITIZEN'S HEALTH INSURANCE ACCOUNT	VISION INSURANCE - 05/13	(153.27)
4/17/13	7948	CITIZEN'S HEALTH INSURANCE ACCOUNT	LIFE INSURANCE - 05/13	(36.47)
4/17/13	7949	MDEQ	WATER TESTS	(950.00)
4/17/13	7950	OHM ENGINEERING ADVISORS	GEN'L SERV. & YCUA CONTRACT ASS:ST.	(4,875.00)
4/17/13	7951	PARHELION TECHNOLOGIES	MULT. COMPUTER INV. - 04/13	(507.50)
4/17/13	7952	PURCHASE POWER	POSTAGE METER REFILLS	(350.00)
4/17/13	7953	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	(123.72)
4/17/13	7954	WINDSTREAM	PHONES - ADMIN. BLDG. - 04/13	(180.38)
4/17/13	7955	YPSILANTI COMM. UTILITIES AUTHORITY	W/S PURCH. - 03/13	(112,381.89)
4/17/13	7956	CITIZEN'S HEALTH INSURANCE ACCOUNT	MEDICAL INSURANCE - BORDINE - 05/13	(376.41)
4/17/13	7957	CITIZEN'S HEALTH INSURANCE ACCOUNT	MEDICAL INS. PREMIUM - 05/13	(5,062.66)
4/24/13	7958	SUPERIOR TWP. PAYROLL FUND	PAYROLL - 04/25/13	(32,774.67)
4/24/13	7959	AT&T	BOOSTER STA. PHONE - 04/13	(56.79)
4/24/13	7960	ATOMIC CLEANING SYSTEMS, LLC	MAINTENANCE ON PRESSURE WASHER	(139.28)
4/24/13	7961	COMCAST	INTERNET - MAINT. FAC. - 04/13	(86.95)
4/24/13	7962	DIANA RIVIS	MILEAGE - 03/01-04/19/13	(39.55)
4/24/13	7963	ETNA SUPPLY	8" OMNI METER	(5,500.00)
4/24/13	7964	HOME DEPOT	MISC. SUPPLIES	(75.93)
4/24/13	7965	PLUMBING PROFESSORS	SERVICE @ 8608 KINGSTON CRT.	(3,000.00)
4/24/13	7966	RICK CHURCH/PETTY CASH	PC RECONCILIATION OF 04/18/13	(30.00)
4/24/13	7967	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	(114.27)
4/24/13	7968	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	(190.89)
4/24/13	7969	VERIZON	CELL PHONES - 04/13	(230.57)
4/24/13	7970	GEMPLER'S	PARKING SIGN	(22.75)
4/26/13	7971	SUPERIOR TWP. GENERAL FUND	BC/BS PREM. ADJ. - 04/13	(34.38)
4/26/13	7972	SUPERIOR TWP. GENERAL FUND	BC/BS PREM. ADJ. - 05/13	(34.38)
4/26/13	7973	SUPERIOR TWP. PAYROLL FUND	ADD'L MERS HEALTH SAVINGS - 04/13 - RIVIS	(135.00)
5/8/13	7974	SUPERIOR TWP. PAYROLL FUND	PAYROLL - 05/09/13	(20,482.02)
5/8/13	7975	SUPERIOR TWP. GENERAL FUND	ACCOUNTANT - 05/13	(166.67)
5/8/13	7976	SUPERIOR TWP. PAYROLL FUND	JOHN HANCOCK PENSION - 04/13	(1,202.60)
5/8/13	7977	SUPERIOR TWP. PAYROLL FUND	MERS PENSION - 04/13	(2,653.14)
5/8/13	7978	AL'S CLEANING SERVICE	ADM. BLDG. CLEANING - 04/13 (4 WEEKS)	(200.00)
5/8/13	7979	ANSWERING SERVICE, INC.	ANSWERING SERVICE - 05/13	(102.00)
5/8/13	7980	AQUA CHECK LAB	BACTI TESTS FOR LEFORGE BOOSTER	(120.00)
5/8/13	7981	COMCAST	INTERNET - ADM. BLDG. - 04/13	(73.90)
5/8/13	7982	CORRIGAN OIL CO.	331.4 GALLONS OF DIESEL	(1,113.72)
5/8/13	7983	CRAWFORD DOOR SALES	ANNUAL MAINT. OF MAINT. DOORS	(210.00)
5/8/13	7984	DTE	MULTIPLE GAS & ELECTRIC - 04/13	(3,492.60)
5/8/13	7985	EJ USA, INC. (EAST JORDAN)	RISE RINGS FOR MANHOLES	(771.51)
5/8/13	7986	MICHIGAN RURAL WATER ASSOCIATION	OPERATORS TRAINING	(250.00)
5/8/13	7987	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN	DOT CERTIFICATION - ALLEN	(51.50)
5/8/13	7988	OHM ENGINEERING ADVISORS	YCUA AND ROCK ASSIST.	(1,147.50)
5/8/13	7989	PFEFFER, HANNIFORD & PALKA	2012 AUDIT FEE - UTILITY PORTION	(5,900.00)
5/8/13	7990	RICK CHURCH	MILEAGE	(166.12)
5/8/13	7991	RICOH USA INC.	COPIER LEASE - 04/13	(161.88)

7:39 AM
 05/15/13
 ACCRUAL BASIS

SUPERIOR TOWNSHIP UTILITY DEPARTMENT
 CHECK REGISTER
 APRIL 16 THROUGH MAY 20, 2013

DATE	NUM	NAME	MEMO	AMOUNT
5/8/13	7992	SAM'S CLUB	ENVELOPES	(21.45)
5/8/13	7993	SAM'S CLUB	CASH REGISTER	(199.83)
5/8/13	7994	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	(35.44)
5/8/13	7995	WINDSTREAM	PHONES - MAINT. FAC. - 05/13	(173.37)
5/8/13	7996	WRIGHT EXPRESS FSC	FUEL	(432.56)
5/8/13	7997	WRIGHT EXPRESS FSC	GAS FOR '04 FORD - HARDING	(99.00)
5/8/13	7998	CONGDON'S ACE HARDWARE	SHOP SUPPLIES	(41.84)
5/15/13	7999	SUPERIOR TWP. UTIL. DEPT. CAPITAL RESERVE	TRANSFER EXCESS O&M FUNDS TO CAP. RES.	(50,000.00)
5/15/13	8000	ALLIED, INC.	VEHICLE HOIST INSPECTION	(140.50)
5/15/13	8001	BATTERIES PLUS	SCADA BATTERIES	(202.89)
5/15/13	8002	CRB CRANE AND SERVICE CO., INC.	ANNUAL MAINTENANCE ON MONORAIL HOIST	(340.00)
5/15/13	8003	EJ USA, INC. (EAST JORDAN)	MANHOLE RINGS	(747.48)
5/15/13	8004	ENMET CORPORATION	RECALIBRATE GAS DETECTOR	(85.00)
5/15/13	8005	HD SUPPLY WATERWORKS, LTD.	MAN HOLE FRAME	(544.80)
5/15/13	8006	INTERNATIONAL CONTROLS & EQUIPMENT	SERVICE ON SECURITY GATE	(576.00)
5/15/13	8007	PARHELION TECHNOLOGIES	MULT. COMP. REL. INVOICES - 05/13	(2,660.50)
5/15/13	8008	PRINTING SYSTEMS, INC.	REMINDER NOTICES (1500)	(156.08)
5/15/13	8009	PURCHASE POWER	POSTAGE METER REFILLS	(300.00)
5/15/13	8010	STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES	(98.95)
TOTAL 101 - O&M CHECKING - CHASE				(265,270.93)
TOTAL 100 - CASH - O&M				(265,270.93)
120 - CASH - CAPITAL RESERVE				
125 - CR CHECKING - CHASE				
4/17/13	402	THE BANK OF NEW YORK MELLON-AGENCY FEES	2013 BOND AGENCY FEES	(200.00)
4/17/13	403	YPSILANTI COMM. UTILITIES AUTHORITY	2010 REFUNDED BONDS PAYMENT	(30,352.98)
TOTAL 125 - CR CHECKING - CHASE				(30,552.98)
TOTAL 120 - CASH - CAPITAL RESERVE				(30,552.98)
TOTAL				(295,823.91)

FYI

WASHTENAW COUNTY ROAD COMMISSION

555 N. Zeeb Road
Ann Arbor, Michigan 48103

MEDIA ADVISORY

WHO: To media representatives, the motoring public and all interested parties

WHAT: ROAD CLOSURE

WHEN: Effective Wednesday, April 17, 2013 Until Further Notice

WHERE: Ford Boulevard Bridge over the Railroad, Ypsilanti Township

WHY: Bridge Replacement Project

BACKGROUND: The Washtenaw County Road Commission has scheduled the closure of the Ford Boulevard Bridge over the Railroad, located between Forest Avenue and Russell Street in Section 11 of Ypsilanti Township, beginning on Wednesday, April 17, 2013. This closure will facilitate the construction of a new bridge and associated road improvements. The closure is expected to last into August 2013.

During the closure period, a signed detour will be in place directing motorists to use US-12, Michigan Avenue and Holmes Road. Access for local traffic on Ford Boulevard, to the north and south of the bridge location, will be maintained during the closure. However, there will be no through traffic or pedestrians allowed across the bridge.

Please reduce speeds and drive cautiously through the work zone in order to maintain the safety of the construction crews and the traveling public. The Washtenaw County Road Commission thanks you in advance for your patience as these improvements are completed.

CONTACT: If you have any questions regarding this project, please contact **Kelly R. Jones**, Bridge Project Manager, at (734) 327-6647 or jonesk@wccroads.org.

ISSUE DATE: April 12, 2013

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

FYI

NOTICE OF HEARING
FOR THE CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-16892-R

- DTE Electric Company, f/k/a The Detroit Edison Company requests Michigan Public Service Commission approval to reconcile its power supply cost recovery (PSCR) costs and revenues for 2012, and to collect its total PSCR underrecovery of \$86,934,903, including interest, from all its PSCR customers for the 12-month period ending December 31, 2012.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of DTE Electric Company.
- The first public hearing in this matter will be held:

DATE/TIME: May 23, 2013, at 10:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark D. Eyster

LOCATION: Constitution Hall
525 West Allegan
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider DTE Electric Company's March 28, 2013 application to reconcile its power supply cost recovery (PSCR) plan for the 12-month period ending December 31, 2012. DTE Electric Company proposes to collect a PSCR underrecovery at year-end 2012 of \$86,934,903, including interest, from its PSCR customers. DTE Electric Company is also requesting the Commission to approve the Company's: 1) calculation and proposed disposition of the MPSC Case No. U-16756 Choice Incentive Mechanism (CIM) credit; and 2) use of Reduced Emission Fuel (REF) and its calculation of REF impacts in 2012.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscdockets@michigan.gov.

FYI



Public Hearing Notice

**City of Ypsilanti Zoning Board of Appeals
Wednesday, 24 April 2013, 7:00 p.m.
Council Chambers, City Hall**

The City of Ypsilanti Zoning Board of Appeals will hold a public hearing on Wednesday, 24 April 2013, at 7:00 p.m. in the Council Chambers of the City Hall, One South Huron Street, Ypsilanti, Michigan 48197. The purpose of the hearing will be to receive public comments on the following:

Variance Request: Non-use Variance for Menu Sign at 16 Ecorse.

The Zoning Board of Appeals will hear an application, hold a public hearing, and make a determination regarding a variance application to permit a menu sign in excess of the maximum dimensions permitted by ordinance §122-866 (a)(7). The property in question is currently zoned B4, General Commercial, and is within the EO, Entryway Overlay District. Its address, parcel number, and legal description are: 16 Ecorse, 11-11-10-267-001, BEG AT INTER S LN ECORSE RD & E LN CENTER ST TH S 267.25 FT TH E 181.5 FT TH N 140.25 FT TH E 0.5 FT TH N 38.0 FT TH N WLY 202.38 FT TO POB BEING LOTS 19-21, 23-24 AND VAC ALLEY ADJ LOTS 19-21 & 23 DAVIS ADDITION.

The City invites all citizens to attend this meeting or to send written comments to the City of Ypsilanti, Planning and Development Department, One South Huron Street, Ypsilanti, Michigan 48197. For further information, please call 734-483-9646 or email wesslerb@cityofypsilanti.com. For a full calendar of City events, please go to our website at cityofypsilanti.com/calendar.

The City of Ypsilanti will provide necessary auxiliary aids and services, such as signers for people with hearing disabilities or audio tapes of printed materials for people with vision disabilities, upon two days' notice to the City of Ypsilanti. Those requiring these aids or services should contact the City of Ypsilanti at:

City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197
(734) 483-1100

Frances McMullan
City Clerk

LANDLORDS, PLEASE POST THIS INFORMATION FOR YOUR TENANTS.



FYI

Public Hearing Notice

**City of Ypsilanti Historic District Commission
Tuesday, 28 May 2013, 7:00 p.m.
Council Chambers, City Hall**

The City of Ypsilanti Historic District Commission will hold a public hearing on Tuesday, 28 May 2013, at 7:00 p.m. in the Council Chambers of the City Hall, One South Huron Street, Ypsilanti, Michigan 48197. The following issue will be considered:

302 E Cross

A request for demolition of the rear additions, on the grounds that the structure constitutes a hazard to the safety of the public or the occupants. One addition has already been removed. Application was made by new owner Maxwell Ziebarth.

The City invites all citizens to attend this meeting or to send written comments to the City of Ypsilanti, Historic District Commission, One South Huron Street, Ypsilanti, Michigan 48197. For further information, please call 734-483-9646 or email hintern@cityofypsilanti.com. For a full calendar of City events, please go to our website at cityofypsilanti.com/calendar.

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City Clerk

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