

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 1**

1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on September 17, 2012, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. ADOPTION OF AGENDA

It was moved by Green, seconded by Caviston, to adopt the agenda with the addition of Attorney Patrick McGow providing an overview of the Reimbursement Agreement between the Superior Township LDFA Board and the Michigan Strategic Fund as item a. under Reports, the addition of the Reimbursement Agreement as item e. under Communications and the removal of item g. under New Business, Lease on Ricoh Copy Machine.

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF AUGUST 20, 2012

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of August 20, 2012, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. CITIZEN COMMENTS

There were none.

7. REPORTS

A. REIMBURSEMENT AGREEMENT BETWEEN THE LDFA OF SUPERIOR TOWNSHIP AND THE MICHIGAN STRATEGIC FUND

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 2**

Attorney Patrick McGow of Miller, Canfield, made a presentation to the Board about Hyundai's new construction, which resulted in the establishment of the Local Development Finance Authority (LDFA) and the Tax Increment Finance Authority on the Hyundai property. These two authorities allowed Hyundai to apply for and be awarded with a \$2.5 million grant from the Michigan Strategic Fund to be used for the construction of a new electrical substation to serve the site. The LDFA would capture 50% of the eligible taxes from the new construction, for 15 years. The new construction has also been approved for an Industrial Facilities Tax reduction of 50% for 12 years. The total capture would equal about \$500,000, all of which would be disbursed to the Michigan Strategic Fund for partial repayment of the \$2.5 million grant. The Township would not be responsible for any shortfall in the grant repayment. The grant agreement requires that the Township be reimbursed for all expenses related to the establishment of the LDFA and TIF. Previously this evening, the LDFA Board met and approved the Reimbursement Agreement. The Reimbursement Agreement is on tonight's agenda for the Township Board for the Board's review and approval.

B. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: The Michigan Township Association issued a bulletin which recommended that voters vote yes on the Financial Manager ballot proposal, and no on the others. The Dixboro Design Review Board will be meeting at the Township Hall on November 8, 2012. Articles for the Township newsletter are due on September 28, 2012.

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

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

The motion carried by a voice vote.

D. TREASURER'S INVESTMENT REPORT AS OF JUNE 2012

Treasurer McKinney provided a written report of all of the investment accounts. She indicated the interest rate was very low, but she had the investments spread-out among numerous banks and many of the accounts were fully FDIC insured.

It was moved by Caviston, seconded by Lewis, that the Superior Township Board receive the Treasurer's Investment Reports as of June 2012.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 3**

The motion carried by a voice vote.

8. COMMUNICATIONS

A. SUPERVISOR MCFARLANE, PROPOSED BUILDING COLLABORATION WITH YPSILANTI DISTRICT LIBRARY

Supervisor McFarlane provided a letter to the Board and addressed the Board. He indicated the Township recently purchased the twelve acre parcel from the Willow Run School District with the intention of collaborating with the Ypsilanti District Library to build a branch library and community center/parks and recreation building on the site. Ypsilanti District Library staff and Board members recently informed him that due to the reduction in taxable values in the Library District they are receiving much less revenue and they were unsure of if or when they could build a new library on the site. The District has had to draw from their fund balance in order to pay operating expenses. Their financial projections are to continue to draw from their fund balance until it is depleted in either 2016 or 2017. Supervisor McFarlane indicated that the Township has been sending about \$540,000 annually to the District and he feels the Township is not getting enough library services for the amount of money Township taxpayers send to the District. He suggested that if the District does not improve their financial situation by ending deficit spending and operating on a balance budget, and provide the Township with a viable plan to construct a new library in the Township, the Township Board should consider taking action to allow the voters of Superior Township to vote on a proposal to leave the Library District.

Jill Morey, Library Director, Library Board members and members of the audience had comments and discussion with the Board. No formal action was taken by the Township Board. However, both the Township Board and Library Board members present agreed that it would be best to have a joint meeting of both boards to discuss and attempt to resolve the issues. It was suggested that the meeting be held after the November 6, 2012 election, but prior to the end of the year.

B. FIREFIGHTER RON SMITH, NOTICE OF RETIREMENT

Superior Township Firefighter, Captain Ron Smith, provided a letter to Supervisor McFarlane indicating he would be retiring from the Superior Township Fire Department effective September 21, 2012. The Board thanked Captain Smith for his 30 plus years of service.

It was moved by McKinney, seconded by Caviston, for the Board to receive the letter dated August 21, 2012 from Ron Smith.

The motion carried by unanimous voice vote.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 4**

C. FIREFIGHTER JOB POSTING

A copy of the job posting for the hiring of a firefighter for the Superior Township Fire Department was provided to the Board. Applications are due by 2:00 pm. on October 2, 2012.

It was moved by Caviston, seconded by McKinney, for the Board to receive the job posting for the hiring of a firefighter for the Superior Township Fire Department.

The motion carried by unanimous voice vote.

D. AATA NEW TRANSIT AUTHORITY PROPOSAL

The Board received a copy of a letter, which outlined the Ann Arbor Transit Authority's proposal to create a new transportation authority. The new transportation authority would implement a five-year plan for transit improvements throughout the county. The board was also provided with a copy of the Executive Summary and North East District Details. Clerk David Phillips represents the North East District on the U196 Board. He said the proposed five-year plan includes adding a new fixed-route in Superior Township, enhanced Dial-a-Ride services and other improvements. He said there will be a meeting of the North East District Advisory Committee at 5:30 p.m. on Tuesday, September 25, 2012 at the Township Hall. AATA staff will be making a presentation about the five-year plan. All are welcome to attend.

It was moved by McKinney, seconded by Caviston, to receive the AATA documents.

The motion carried by unanimous voice vote.

E. REIMBURSEMENT AGREEMENT BETWEEN THE LDFA OF SUPERIOR TOWNSHIP AND THE MICHIGAN STRATEGIC FUND

As indicated in the presentation by Attorney Patrick McGow, the following Reimbursement Agreement was approved by the LDFA Board earlier this evening. It is presented to the Township Board for review and approval.

Execution Copy

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2012 (the "Effective Date") by and between the **Local Development Finance Authority of the Charter Township of Superior**, a Michigan municipal corporation (hereinafter referred to as the "Authority") and the **Michigan Strategic Fund**, a public body corporate and politic within the Department of Treasury of the State of Michigan (hereinafter referred to as the "MSF").

RECITALS:

The Authority has been created under Act 281, Public Acts of Michigan, 1986, as

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 5**

amended (“Act 281”), to encourage local development to prevent conditions of unemployment and promote economic growth through the implementation of development plans and tax increment financing plans for certain eligible property under Act 281.

Hyundai American Technical Center Incorporated (“HATCI”) owns and operates a design, technology and engineering facility for Korean-based Hyundai-Kia Motors on lands situated in the Charter Township of Superior, Washtenaw County, Michigan (the “Township”). HATCI intends to expand the current facility with an approximately 17,000 square foot addition to provide a new dynamometer test facility (the “Environmental Chassis Chamber”), as more particularly described on the attached Appendix A attached hereto and made a part hereof, and is hereinafter referred to as the “Eligible Property”.

The current electrical infrastructure is insufficient to provide the necessary capacity and reliability for the Environmental Chassis Chamber and it is necessary to construct a new electrical substation and related electrical infrastructure on or near the Eligible Property to provide sufficient power to HATCI on the Eligible Property at an estimated cost in excess of \$2,500,000 (the “Infrastructure Improvements”).

Under the Michigan Business Development Program (the “MBDP”), the MSF has approved a performance based grant to HATCI in an amount up to \$2,500,000 (the “Grant Amount”), pursuant to a Grant Agreement between MSF and HATCI, dated as of _____, 2012, (the “Grant Agreement”) which provides that HATCI will, among other things, acquire and construct the Infrastructure Improvements, and MSF will pay up to the Grant Amount to HATCI toward the cost of the Infrastructure Improvements, all as more particularly provided under the terms and conditions of the Grant Agreement.

As a condition of entering into the Grant Agreement, MSF has required the Township establish the Authority to capture a portion of the taxes paid by HATCI on the Environmental Chassis Chamber to be used to reimburse MSF up to the Grant Amount. The Authority approved a Development Plan and Tax Increment Financing Plan (the “Plan”) relating to the HATCI project on February 13, 2012 and the Township Board of the Township approved the Plan on April 16, 2012, under which the MSF may receive, subject to the terms of this Agreement, the benefit of reimbursement from a portion of the Tax Increment

Execution Copy

2

Revenues (as defined herein) for the cost of the Infrastructure Improvements undertaken by HATCI and paid for by the MSF.

The Authority and the MSF desire to establish the terms and conditions upon which the Authority shall utilize Tax Increment Revenues attributable to the Eligible Property captured pursuant to the Plan to reimburse the MSF for a portion of the Grant Amount.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions. Capitalized terms shall have those definitions provided under Act 281 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 281, for purposes of this Agreement Tax Increment Revenues shall only mean and include such Tax Increment Revenues generated from the sources specified in Section 2 hereof.

2. Sources and Uses of Tax Increment Revenues.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 6**

(a) The following Tax Increment Revenues attributable to the levies of ad valorem taxes and Specific Taxes upon the Eligible Property that are eligible for capture by the Authority under Act 281, will comprise the sources of Tax Increment Revenues available to the Authority for purposes of the Plan and to make the reimbursement payments required under this Agreement:

(i) Levies of the Township, the County of Washtenaw, the Washtenaw Community College, Huron Clinton Metropolitan Authority and any other taxing jurisdictions that levy ad valorem taxes or Specific Local Taxes, except ad valorem taxes or Specific Local Taxes attributable to taxes levied by the State, local school district or intermediate school district.

(ii) Tax Increment Revenues shall not include ad valorem taxes or Specific Local Taxes attributable to taxes levied by the State, local school district or intermediate school district.

(b) As stated in the Plan, the Authority shall capture 50% of the Tax Increment Revenues attributable to the real property portion of the Eligible Property for a capture period of approximately fifteen (15) years, representing taxes captured in the years 2013 through 2028. The Authority shall not capture taxes attributable to personal property or any other real property improvements on the site that are not related to the Environmental Chassis Chamber. All taxes and Specific Local Taxes not captured by the Authority shall be disbursed to the appropriate taxing jurisdiction and shall not be available for reimbursement to the MSF.

3. Determination of Infrastructure Improvements Qualified for Reimbursement.

(a) All costs of Infrastructure Improvements for which the MSF seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:

Execution Copy

3

(i) The cost of the Infrastructure Improvements is included in the Plan or any amendment or supplement thereto; and the Infrastructure Improvements are made in accordance with the terms of the Plan, this Agreement, and all applicable state and federal laws and regulations. Provided however, notwithstanding anything to the contrary, the Authority shall not amend the Plan to prohibit payment to the MSF as required under this Agreement.

(ii) The cost of the Infrastructure Improvements is properly payable from Tax Increment Revenues under Act 281.

(b) The MSF understands and agrees that any reimbursement by or on behalf of the Authority of any expenses for approved activities shall be only for Infrastructure Improvements and as otherwise permitted in Act 281 and the Plan and for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of MSF shall only occur to the extent that Tax Increment Revenues are generated from the Eligible Property and those Tax Increment Revenues are available under Act 281 and this Agreement for the making of reimbursements to the MSF for Infrastructure Improvements.

4. Authority Reimbursement Payments to MSF.

(a) The Authority agrees to reimburse the MSF from Tax Increment Revenues

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 7**

captured from the Eligible Property an amount equal to the cost of Infrastructure Improvements as paid for by MSF pursuant to the Grant Agreement, which costs are currently estimated in excess of \$2,500,000 as shown on Appendix B attached hereto and made a part hereof, in accordance with the Plan, up to a maximum reimbursement of \$2,500,000, unless otherwise agreed to by the MSF and the Authority in writing as an amendment to this Agreement.

(b) From time to time, but not more frequently than semi-annually without approval of the Authority, the MSF may submit to the Authority prior to completion of Infrastructure Improvements a certification of costs of Infrastructure Improvements paid or incurred for reimbursement in accordance with this Agreement and the Plan. Such certification shall include a narrative of the approved activities performed showing that such activities qualify for reimbursement under this Agreement, copies of all documents or reports provided by HATCI under the Grant Agreement or otherwise to support the payment requested, a copy of invoices provided by HATCI under the Grant Agreement or otherwise for the work described in such certification, and any substantiating documentation for such invoices that is reasonably requested by the Authority.

(c) Within thirty (30) days of its receipt of such statement and supporting invoices, the Authority shall complete its review of the submission to confirm that such activities qualify for reimbursement under this Agreement and the Plan and advise the MSF in writing (the "Written Determination") of its confirmation, or if any activities do not so qualify, the specific reasons why the Authority believes that such activities do not so qualify.

(d) To the extent that such submission is approved, the Authority shall cause the MSF to be paid the amounts approved within ninety (90) days after the date of submission of the statement by the MSF but only to the extent that Tax Increment Revenues attributable to the

Execution Copy

4

Eligible Property are available. If sufficient Tax Increment Revenues attributable to the Eligible Property are not available at the time a submission for costs of Infrastructure Improvements is approved and payment is due, the approved amount shall be paid from future collections, if any, by the Authority of Tax Increment Revenues attributable to the Eligible Property within thirty (30) days of receipt of such future collections.

(e) To the extent that reimbursement for any portion of such submission is not approved during the review period provided by Section 4(c), such determination shall become final and shall not be subject to further review unless the MSF provides notice of challenge in writing to the Authority within thirty (30) days of the date of the Written Determination. Upon receipt of such notice of challenge, the Authority or its representative shall meet promptly with the MSF or its representative, to discuss the reasons the submission (or any portion thereof) was not approved and, if applicable, the conditions pursuant to which the MSF may obtain approval of such disallowed amounts. The MSF and the Authority agree to work cooperatively and diligently to resolve any dispute regarding disallowed amounts.

(f) The MSF shall notify the Authority of the completion of Infrastructure Improvements for which reimbursement may be sought under this Agreement as soon as practical

after the MSF is advised in writing of such completion by HATCI. The MSF shall provide the

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 8**

Authority with a final certification of costs of Infrastructure Improvements within ninety (90) days after being notified by HATCI of the date of completion of the Infrastructure Improvements for which reimbursement is sought under this Agreement or such later date as agreed to by the MSF and the Authority, or its designee. The MSF shall receive progress payments under Section 4(d) for costs incurred for Infrastructure Improvements prior to final certification.

(g) No interest or other similar charge shall accrue or attach to any reimbursement payment agreed to by Authority under this Agreement.

(h) The Authority shall not be required to capture Tax Increment Revenues to be used to reimburse the MSF pursuant to this Agreement for any tax periods ending after December 31, 2028, unless the Authority and the Township decide to extend capture of Tax Increment Revenues for tax periods beyond such date.

5. MSF Obligations, Representations and Warranties.

(a) The MSF represents and warrants the following:

(i) The MSF is a public body corporate and politic within the Department of Treasury of the State of Michigan, created under the Michigan Strategic Fund Act, MCL 125.2001, et seq.

(ii) Except as disclosed in writing to the Authority, or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement.

Execution Copy

5

6. Authority Obligations, Representations and Warranties.

(a) The Authority represents and warrants the following:

(i) The Authority is a local development finance authority, duly organized and validly existing under Act 281 and the laws of the State of Michigan. The person or persons executing this Agreement have full power and complete authority to execute this Agreement.

(ii) The performance by the Authority of all obligations, covenants, commitments and undertakings of the Authority pursuant to this Agreement is not, and will not be, in violation of any law, ordinance, rule, regulation, order, policy, guideline or other requirement of any government, or any instrumentality or agency thereof.

(iii) The Plan provides that the Plan will not expire before December 31, 2028. So long as the Authority is obligated to make payments to the MSF under this Agreement, the Authority will not amend the Plan to provide for an earlier expiration date of the Plan, or to prohibit payments to the MSF as required under this Agreement.

7. Loss of Revenue from a Taxing Jurisdiction

It is understood that the Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues hereunder, the Authority shall take reasonable steps to defend such challenge and the Plan, and as soon as practical after knowledge of such

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 9**

challenge, provide written notice of such challenge to the MSF. In the event the State, an agency thereof, or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to MSF pursuant to this Agreement, the MSF agrees to repay to the Authority (or as otherwise ordered by the court), the captured Tax Increment Revenues previously paid to MSF

pursuant to this Agreement which are required by the court order to be refunded or repaid.

8. Termination and Remedies.

(a) The Authority may terminate this Agreement should the MSF (1) fail to fulfill in a timely and proper manner any of its obligations under Sections 3, 4 or 7; or (2) violate a representation, covenant or warranty in Section 5; provided, that before such termination the Authority shall deliver to the MSF a written notice of termination specifically describing the breach causing issuance of the notice of termination, and the MSF shall have sixty (60) days after

delivery of the notice to cure such breach; provided however, if the nature of the breach is such that sixty (60) days is not a reasonable time to complete the cure, then provided the MSF has commenced activities to cure the breach and is diligently pursuing the cure of the breach, the MSF shall have a reasonable time to cure the breach, provided, however, in no event shall such cure period exceed ninety (90) days without the prior written approval of the Authority. If the MSF cures the breach within the time allowed, then this Agreement shall not be terminated for

Execution Copy

6

the breach. If the MSF does not cure, then the termination shall be effective on the 31st day after the notice of termination is delivered unless the cure period is extended pursuant to this Section.

(b) In the event of a breach of any of the provisions of Section 5 of this Agreement, the Authority may request the MSF to return to the Authority any and all reimbursement payments made to the MSF pursuant to Section 4 of this Agreement, and pursue all available remedies to require any return to the Authority of any such reimbursement payments.

(c) Upon the effective date of the termination of this Agreement, the Authority shall have no further obligation under this Agreement to make any payments to the MSF in reimbursement of any costs of Infrastructure Improvements.

(d) In lieu of termination, the Authority may, in its sole discretion, seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it at law or equity.

9. Effective Date.

This Agreement shall take effect on the Effective Date upon its execution by the Authority and the MSF.

10. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the MSF and the Authority, and their respective heirs, successors, assigns and transferees.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 10**

(b) Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts with appropriate jurisdiction.

(c) Counterparts. This Agreement may be signed in counterparts.

(d) No Third Party Beneficiary. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.

(e) Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by the parties.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Execution Copy

7

(g) Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

(h) Notices. All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or sent by facsimile (promptly confirmed in writing) or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the Authority: Local Development Finance Authority of the
Charter Township of Superior

Attn: David Phillips, Superior Township Clerk

3040 North Prospect Road

Ypsilanti, Michigan 48198

Phone: 734-482-6099

Fax: 734-482-3842

e-mail: davidphillips@superior-twp.org

If to the MSF: Michigan Strategic Fund

Attn: MSF Fund Manager

300 North Washington Square

Lansing, Michigan 48913

Phone: 517-241-0571

Fax: 517-373-6683

Execution Copy

8

**SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT
LOCAL DEVELOPMENT FINANCE AUTHORITY OF THE
CHARTER TOWNSHIP OF SUPERIOR,**

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 11**

a Michigan municipal corporation

By: By:

Its: Chairperson Its: Secretary

MICHIGAN STRATEGIC FUND

Karla J. Campbell

Its: Fund Manager

Execution Copy

A-1

APPENDIX A

LEGAL DESCRIPTION OF ELIGIBLE PROPERTY

The Eligible Property consists solely of the new addition to the existing structure located at 6800 Geddes Road which will be used as the Environmental Chassis Chamber, to be located on the following parcel:

Parcel 1: 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.

Execution Copy

B-1

APPENDIX B

**DESCRIPTION AND ESTIMATED COST OF INFRASTRUCTURE IMPROVEMENTS
TO BE REIMBURSED FROM TAX INCREMENT REVENUES**

Superior Township Attorney Fees \$25,000.00

Spark Incentive PM \$11,000.00

SSOE Civil Engineering \$15,000.00

IBI Civil Engineering \$6,300.00

Aristeo Construction PM \$100,000.00

Washtenaw County Permits \$4,000.00

Superior Township Permits \$25,000.00

Superior Township Landscaping Berms \$75,000.00

Shaw Electrical Contractor \$700,000.00

DTE Electrical Substation \$1,668,510.00

Hastings Soil Borings \$625.00

Livingston

Engineering

Survey \$5,700.00

Livingston

Engineering

Tree Survey \$300.00

ASI/Modlex Sign/Permit \$1,000.00

HATCI Electrical Improvements \$185,000.00

TOTAL

\$2,822,435.00

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 12**

It was moved by McKinney, seconded by Caviston for the Board to approve the Reimbursement Agreement between Superior Township and the Michigan Strategic Fund.

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

Nays: None

Absent: None

The motion carried.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

A. UTILITY DEPARTEMENT, WATER AND SEWER RATE INCREASE

Rick Church, Utility Department Director, was present and provided the Board with a Request for Legislation. He explained that the Ypsilanti Community Utilities Authority (YCUA) is raising their rates for water and sewer they provide to Superior Township. The increase in costs, 5% for water and 3% for sewer are proposed to be passed through to Superior Township's YCUA supplied customers. All of the changes are effective to Superior Township's customer's water and wastewater services used beginning October 1, 2012.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
September 17, 2012**

RESOLUTION 2012-22

**Resolution Amending the Rates, Fees and Charges Related to Sewer and Water Services
Provided by the Township's Utility Department**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the 17th of September, 2012, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by McKinney and supported by Green.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 13**

WHEREAS, this Board is authorized by statute and by the provisions of Township Ordinance No. 169 to determine by resolution the rates, fees and charges for services and benefits by the Township's sewer and water systems, and

WHEREAS, Ypsilanti Community Utilities Authority has increased the charge for water by 5.0% and for sewer by 3%, and

WHEREAS, the Superior Charter Township Utility Fund may not operate at a deficit, and

WHEREAS, this Board finds that the amended proposed schedule of fees is reasonable and necessary for the continuing operations of the Township Utility System and consistent with the past practices and policies of the Township;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board does hereby determine that the fees for services and benefits furnished by the Township's sewer and water systems shall be amended per the attached Schedule A; and

BE IT FURTHER RESOLVED that this Resolution and attached schedule shall be published pursuant to Section 8 of the Charter Township Act being MCL 42.8 by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti 48198 and on the Township website – www.superior-twp.org – with notice of such in *The Ypsilanti Courier*, a newspaper of general circulation in the Township qualified under state law to publish legal notices. Water and sewer rate changes will be effective for Water and Wastewater services used beginning October 1, 2012

CERTIFICATION

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on September 17, 2012.

David Phillips, Township Clerk

Date Certified

SCHEDULE A

**SUPERIOR CHARTER TOWNSHIP
UTILITY DEPARTMENT FEES**

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 14**

**575 EAST CLARK ROAD
YPSILANTI, MI 48198
734-480-5500**

RESOLUTION ADOPTED FEBRUARY 27, 1996 AND AS AMENDED THROUGH SEPTEMBER 17, 2012. SCHEDULE OF RATES, FEES AND CHARGES RELATED TO SEWER AND WATER SERVICES PROVIDED BY THE TOWNSHIP'S UTILITY DEPARTMENT.

1. Service Rates:

A. Water and sewer rates for Township customers served from the YCUA system.

Effective for Water Services Used Beginning October 1, 2012

Water	\$4.280 per 100 cubic feet
Minimum quarterly billing	\$42.80 (1000 cubic feet)

Effective for Wastewater Services Used Beginning October 1, 2012

Sewer	\$2.805 per 100 cubic feet
Minimum quarterly billing	\$28.05 (1000 cubic feet)

NOTE: All sewer rates and surcharges are based on water usage, except to the extent of water metered through a separate "Water-only" meter.

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

Nays: None

Absent: None

The resolution was adopted.

B. PROPOSED MILLAGES FOR 2013

Supervisor McFarlane presented a document to the Board which outlined the proposed millages for 2013. Supervisor McFarlane said the millage reduction fraction is 1 this year and that a public hearing is only required if the municipality desires to increase the revenue over the allocated millage. There may be minor changes to the Taxable value based on tax tribunal

**SUPERIOR CHARTER TOWNSHIP BOARD
 REGULAR MEETING
 SEPTEMBER 17, 2012
 ADOPTED MINUTES
 PAGE 15**

results. The current State Taxable Value for real and personal property is \$ 535,279,316. The IFT for Hyundai is \$32,948,930.

It was moved by McKinney, seconded by Williams, to adopt the following millages, which were provided in Supervisor McFarlane’s memo:

			2013		
General fund	535,279,316	X .8192	=	\$438,500.00	
Law Fund	535,279,316	X 2.25	=	\$1,204,378.00	voted 2012-2014
Fire Fund	535,279,316	X 3.00	=	\$1,605,837.00	voted 2012-2014
Legal defense	535,279,316	X .125	=	\$66,909.00	voted 2012-2014

IFT Hyundai

½ millage

General Fund	32,948,930	X .4096	=	\$13,495.00
Law Fund	32,948,930	X 1.125	=	\$37,067.00
Fire Fund	32,948,930	X 1.50	=	\$49,423.00
Legal Defense	32,948,930	X .0625	=	\$2,059.00

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

Nays: None

Absent: None

The motion carried.

C. 2013 BUDGETS, SET PUBLIC HEARING

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 16**

Supervisor McFarlane requested that the Board set the public hearing on the 2013 Budgets for the next regularly scheduled meeting of October 15, 2012.

It was moved by McKinney, seconded by Lewis, to set the public hearing on the 2013 Budgets for the next regularly scheduled meeting of October 15, 2012.

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

Nays: None

Absent: None

The motion carried.

D. 2012 STREETLIGHT ASSESSMENTS

The Board was provided with a spreadsheet of the costs for streetlights in the different subdivisions. The total cost was \$87,833.81.

It was moved by McKinney, seconded by Caviston, to approve the 2012 Streetlight Assessments as indicated in Susan Mumm's September 20, 2012 memo and spreadsheet.

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

Nays: None

Absent: None

The motion carried

E. ORDINANCE NO. 174-11, ST. JOSEPH MERCY HOSPITAL, AREA PLAN AMENDMENT, FIRST READING

St. Joseph's Mercy Hospital is proposing to develop a 47, 200 square foot two-story addition and renovation to the existing Surgery Pavilion. They would relocate their existing out-patient surgery room to this new addition. Relocating the outpatient surgery facility to adjacent to the existing surgery facility would save money and increase efficiencies by sharing services necessary for operating rooms. The proposed addition would include nine out-patient operating

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 17**

rooms, thirty-six prep/recovery stalls, public waiting area and staff and support areas. It would result in the reduction of sixteen parking spaces. The hospital has completed a parking study and determined they have an excess of parking spaces and the reduction will not negatively affect the facility. On August 20, 2012, the Superior Township Planning Commission recommended approval of STPC #12-06, St. Joseph Mercy Hospital Area Plan Amendment- Outpatient Surgery Pavilion.

It was moved by Caviston, seconded by McKinney, for the Superior Township Board of Trustees to approve the first reading of Ordinance #174-11 as follows:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE # 174-11
OUTPATIENT SURGERY PAVILION
AMENDMENT TO THE ST. JOSEPH MERCY HOSPITAL AREA PLAN**

The Board of Superior Charter Township of Washtenaw County, Michigan, hereby ordains that Ordinance Number 174, being the Superior Charter Township Zoning Ordinance, adopted August 4, 2008, and effective August 14, 2008, as amended, be amended as follows:

SECTION 5I

Superior Charter Township Ordinance Number 174, designated Superior Charter Township Zoning Ordinance, adopted August 4, 2008 and effective August 14, 2008, as amended, and the zoning district map attached thereto and made a part thereof, are hereby amended by amending the Area Plan for St. Joseph Mercy Health System to include the Outpatient Surgery Pavilion Area Plan Amendment dated August 1, 2012.

SECTION II

**LEGAL DESCRIPTION OF ST. JOSEPH MERCY HOSPITAL TOTAL LAND OWNERSHIP,
SECTION 31, T2S, R7E, SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

Commencing at the S 1/4 corner of fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, thence S 88° 07' 45" W 66.01 feet along the south line of fractional Section 31 and the centerline of Clark Road, thence N 00° 50' 30" W 60.01 feet to the POINT OF BEGINNING, thence S 88° 07' 45" W 2428.11 feet along the north right-of-way line of Clark Road (60.00 feet 1/2 width), thence along the east right-of-way line of Golfside Road extension in the following six (6) courses: N 02° 05' 59" E 133.16 feet, Northeasterly 416.82 feet along the arc of a curve to the right having a radius of 600.00 feet passing through a central angle of 39°48' 13" with a long chord bearing N 22° 00'05" E 408.49 feet, N 41° 54' 12" E 192.76 feet, Northwesterly 850.38 feet along the arc of a curve to the left having a radius of 700.00 feet passing through a central angle of 69°36' 16" with a long chord bearing N 07°06' 04" E 799.04 feet, N 23° 44' 04" E 79.54 feet, N 23° 34' 41" E 60.09 feet, thence N 63° 05' 26" W 396.19 feet along the northeasterly right-of-way line of said Huron River Drive (120.00 feet total width) thence N 36° 19' 51" E 1763.93 feet, thence N 00° 04' 55" W 332.14 feet, thence northeasterly in the following eight (8) courses along an intermediate traverse line on the southeasterly bank of the Huron River, said intermediate traverse line lying southeasterly of the 735 foot contour line of said Huron River, N 55° 50' 24" E 162.91 feet, N 48° 13' 58" E 141.41 feet, N 41° 53' 37" E 224.29 feet, N 47° 10' 21" E 117.00 feet, N 38° 21' 20" E 151.52 feet, N 57° 10' 34" E 201.88 feet, N 77° 13' 14" E 165.93 feet, N 02° 57' 08" E 374.74 feet to the southwesterly right-of-way line of the Penn Central Railroad, thence southeasterly along the southwesterly right-of-way line of said Penn Central Railroad 1065.99 feet along the arc of a non-tangential circular curve concave southwesterly, radius 2167.90 feet, central angle 28° 10' 24", chord S 78° 08' 32" E 1055.29 feet, thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, 684.31 feet along the arc of a non-tangential circular curve concave southwesterly, radius 2196.90 feet, central angle 17° 50' 49", chord S 54° 41' 26" E 681.54 feet, thence continuing

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 18**

southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, 390.76 feet along the arc of a non-tangential circular curve concave southwesterly radius 2091.90 feet, central angle 10° 42' 09" chord S 40° 31' 56" E 390.19 feet, thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, S 35° 11' 26" E 235.05 feet, thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, S 34° 19' 33" E 697.23 feet, thence S 23° 55' 12" W 1020.86 feet, thence N 89° 18' 12" E 399.19 feet, thence southerly in the following twelve (12) courses along an intermediate traverse line on the westerly bank of the Huron River, said intermediate traverse line lying westerly of the waters edge of said Huron River, S 03° 42' 01" E 80.37 feet, S 06° 17' 26" E 150.00 feet, S 17° 05' 18" W 101.77 feet, S 36° 22' 47" W 93.24 feet, S 64° 41' 21" W 95.32 feet, S 08° 50' 35" W 118.19 feet, S 20° 01' 21" W 312.87 feet, S 03° 23' 57" E 61.70 feet, S 10° 27' 52" E 231.19 feet, S 33° 30' 27" E 124.44 feet, S 34° 44' 42" E 96.92 feet, S 42° 09' 35" E 168.35 feet, thence S 25° 42' 23" W 473.67 feet, thence S 87° 25' 00" W 46.69 feet, thence N 59° 34' 37" W 60.59 feet along the northeasterly right-of-way line of Huron River Drive, thence S 87° 25' 00" W 265.87 feet along the north right-of-way line of Huron River Drive, thence S 89° 06' 22" W 914.80 feet along the north right-of-way line of Huron River Drive, thence S 87° 25' 00" W 66.02 feet along the north right-of-way line of said Huron River Drive, thence N 00° 50' 30" W 251.35 feet, thence S 89° 09' 30" W 440.02 feet, thence S 00° 50' 30" E 263.99 feet to the POINT OF BEGINNING, being a part of Fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, together with all that land lying between the 735 foot contour line of the Huron River and the intermediate traverse line, also all that land lying between the waters edge of the Huron River and the intermediate traverse line on the easterly side of the above described parcel, containing 340.8 acres of land, more or less.

SECTION III

The Area Plan of St. Joseph Mercy Hospital Health System shall be amended to include the Outpatient Surgery Pavilion Area Plan Amendment dated August 1, 2012.

SECTION IV

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8 within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

CERTIFICATION

I, David Phillips, Clerk of the Charter Township of Superior, Washtenaw County, Michigan, hereby certify that this is a true copy of an Ordinance adopted by the Superior Charter Township Board for first reading at a regular meeting held on September and for final reading on September 17, 2012. This Ordinance shall become effective on the eighth day following publication of second and final reading, or such later date as may be provided herein or by law.

William McFarlane, Supervisor

David Phillips, Clerk

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

Nays: None

Absent: None

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 19**

The motion carried

F. REPUBLIC WASTE CONTRACT RENEWAL 2012-2018

Supervisor McFarlane explained that the current five year contact with Republic Waste to provide solid waste collection for the entire Township expires on September 30, 2012. Through negotiations with Township officials, Republic Waste has proposed to amend and extend the current contract of an additional five years. The amendments include lower per unit per month cost of the proposed contract is actually less for the first four years than the current contract price (\$51.91 per quarter current vs. \$49.23 per quarter proposed for 2013 and 2014); replacing the current 18 gallon recycling bin with either a 95 or 65 gallon cart for recyclables and collect recyclables and yard waste every other week; there are modest changes in the bag and tag pricing, the fuel escalator and the policy on replacement of carts.

**FIRST AMENDMENT TO THE CHARTER TOWNSHIP OF SUPERIOR
SOLID WASTE COLLECTION AGREEMENT**

This First Amendment (hereafter, the “Amendment”) is entered into as of this ___ day of _____, 2012 between the Charter Township of Superior (hereafter referred to as the “TOWNSHIP”) and Allied Waste Systems Inc. (hereafter referred to as the “CONTRACTOR”), as successor in interest to Republic Services of Michigan Hauling, LLC. The TOWNSHIP and CONTRACTOR are referred to in this Amendment collectively as the “Parties” and individually as a “Party.”

1. Statement of Purposes

- 1.1. The TOWNSHIP and Republic Services of Michigan Hauling, LLC (“Republic”) entered into that certain Solid Waste Collection Agreement, dated September 24, 2007 (the “Contract”).
- 1.2. Republic has assigned and CONTRACTOR has assumed all of Republic’s right, title and interest in and to the Contract.
- 1.3. The Contract allows for an extension of the Contract term and conditions, upon mutual agreement of the Parties, and the Parties desire to extend the Contract and to make such other Contract modifications; in accordance with the terms and conditions set forth below.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 20**

1.4. For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties have agreed to the following.

2. Extension of Contract Term

2.1. The term of the Contract is hereby extended for a period of five (5) years, from October 1, 2012 through September 31, 2017 as approved by the Township Board. The term of the Contract may be further extended thereafter for additional period(s) of time, as may be mutually agreed upon by the Parties. Any such extension shall be provided for by a written amendment to the Contract.

3. Solid Waste Collection Service

3.1. The CONTRACTOR shall continue to provide collection service of solid waste from carts provided by the CONTRACTOR. Residents must have a cart in order to receive collection service. Residents can choose to participate in the bag and tag program in lieu of regular service.

3.2. The solid waste materials collected by the CONTRACTOR shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations or any other materials specifically excluded by the Contract (collectively, "Excluded Waste").

4. Recycling Collection Program

4.1. The CONTRACTOR shall provide collection of recycling materials on an every other week basis (EOW). Furthermore, the CONTRACTOR shall provide each participating household with a 95-gallon cart (owned by CONTRACTOR) for the containment and collection of recyclables. CONTRACTOR shall make available a 65-gallon cart to residents upon request.

4.2. The CONTRACTOR shall provide a 95-gallon cart to each household registered under the Bag Tag Program for the containment and collection of recycling materials on an every other week basis (EOW).

5. Yard Waste Collection Service

5.1. The CONTRACTOR shall provide collection of yard waste materials on an every other week basis (EOW). Yard waste collection season shall be from April 1 continuing through November 30 annually.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 21**

5.2. Yard waste must be placed in biodegradable Kraft paper bags or placed loose in 10-35 gallon cans clearly marked "Yard Waste". Branches and twigs must be placed in bundled/tied no larger than 2 feet by 4 feet long. Bags and/or bundles may not exceed 60 lbs in weight. Tree branches and logs exceeding four feet (4') in length or three inches (3") in diameter. Tree trunks, stumps, or plastic bags will not be accepted.

6. Title to Waste

6.1. The CONTRACTOR shall acquire title to solid waste materials, recycling materials and yard waste when they are loaded into the CONTRACTOR's truck. Title to and liability for any Excluded Waste shall remain with the generator of such waste and shall at no time pass to the CONTRACTOR.

7. Cart Replacement & Repair

7.1. Pursuant to the Contract, the CONTRACTOR has provided each and every residence participating in the cart program with a cart for the collection of solid waste.

7.2. Pursuant to this Amendment, the CONTRACTOR shall provide a cart to each and every residence for the collection of recycling materials.

7.3. The CONTRACTOR shall require and be entitled to the following regarding the carts provided by CONTRACTOR:

7.3.a. Should a cart be lost or stolen, a police report must be filed. CONTRACTOR will replace the missing cart one time at no additional charge upon receipt of said police report. All carts will remain property of the CONTRACTOR.

7.3.b. Carts that are damaged or lost due to negligence of the resident shall be replaced at a cost of \$65.00 per cart. Carts damaged by the CONTRACTOR shall be replaced at no cost to the customer. All carts will remain property of the CONTRACTOR.

7.3.c. Residents that need a cart for the collection of solid waste and do not have one may lease one from the CONTRACTOR for a onetime fee of \$65.00 per cart. All carts will remain property of the CONTRACTOR.

7.3.d. Residents that occupy a home that does not have a cart for the collection of solid waste may lease one from the CONTRACTOR for a onetime fee

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 22**

of \$65.00 per cart. All carts will remain property of the CONTRACTOR.

- 7.3.e. Residents that occupy a new construction home will be provided an initial cart as part of the collection service at no charge. In the event that a cart needs replacement, the replacement of the cart shall be in accordance to the provisions in section 7 of this document.

8. Compensation

- 8.1. During the term of this Amendment, the CONTRACTOR shall be compensated in accordance with following compensation schedule for solid waste collection service from CONTRACTOR provided carts:

Year 1 - \$16.41 per unit/month	(\$49.23 per unit/quarter)
Year 2 - \$16.41 per unit/month	(\$49.23 per unit/quarter)
Year 3 - \$16.75 per unit/month	(\$50.25 per unit/quarter)
Year 4 - \$17.09 per unit/month	(\$51.27 per unit/quarter)
Year 5 - \$17.43 per unit/month	(\$52.29 per unit/quarter)

- 8.2. During the term of this Amendment, the CONTRACTOR shall be compensated in accordance with following compensation schedule for Solid Waste and Yard Waste Tags:

Year 1 - \$2.10 per tag
Year 2 - \$2.10 per tag
Year 3 - \$2.15 per tag
Year 4 - \$2.20 per tag
Year 5 - \$2.20 per tag

- 8.2.a. Residents participating under the tag program must sign up for this service with the TOWNSHIP. The TOWNSHIP must notify the CONTRACTOR of any modifications of this list.

9. Fuel Recovery Fee

- 9.1. The Contract is predicated upon a base rate of diesel fuel and an assessment of \$0.07 per unit for every \$0.20 change in the cost of diesel fuel above and beyond the base rate as set forth below. The base rate during the term of the Amendment will be as follows:

Year 1 - \$4.10
Year 2 - \$4.10

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 23**

Year 3 - \$4.25
Year 4 - \$4.50
Year 5 - \$4.75

10. **Insurance**

10.1. The following changes shall be made to the insurance provisions included in the RFP bid document:

10.1.a. In section 1.2.20, subsection 5, (i) the words “Workers’ Compensation” shall be deleted; (ii) “sixty (60)” shall be replaced with “thirty (30)”; the words “Non-Renewal, Reduction and/or Material Change” shall be deleted; and (iv) the word “email” shall be inserted before the word “address”.

11. **Indemnification**

11.1. In Section 1.2.21 of the RFP bid document, the last two words of the section shall be deleted and replaced with the words “the negligent or willful misconduct of Contractor”.

12. **Miscellaneous**

12.1. Except as expressly modified or a amended by this Amendment, the Contract is ratified and affirmed by the Parties, and shall remain in full force and effect, in accordance with its terms.

12.2. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

12.3. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set forth above, by their duly authorized representatives.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 24**

IN PRESENCE OF:

Charter Township of Superior

By: _____
William McFarlane, Supervisor

IN PRESENCE OF:

Allied Waste Systems Inc.

By: _____
Scott Cabauatan,
Municipal Services Manager

It was moved by McKinney, seconded by Williams, to approve the First Amendment to the Charter Township of Superior solid waste collection agreement with Allied Waste Systems Inc. , as successor in interest to Republic Services of Michigan Hauling, LLC, for a period of five years October 1, 2012 to September 30, 2017, and to approve the Supervisor to sign the contract.

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

Nays: None

Absent: None

The motion carried

H. DENNIS WILKIN, PA 116 APPLICATION

Mr. Dennis Wilkin applied for PA 116 on 71.6 acres located in Section 33 of the Township. Supervisor McFarlane explained that the property is zoned Planned Community, as it was previously approved for a subdivision of about 130 single-family residential homes. The parcel is included in the Township Urban Services District, which makes public water and sewer required for the site. There was discussion among Board members about the parcel being located in the area identified in the Master Plan as suitable for urban development to be served by public water and sewer. Board members were also provided with a memo from Zoning Official Rick Mayernik, who explained that farming of the property was a nonconforming use and he

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 17, 2012
ADOPTED MINUTES
PAGE 25**

recommended the Board deny the PA 116 application because approving it would have the effect of encouraging the survival of a nonconforming use and further investment of the nonconforming use.

It was moved by Green, seconded by Caviston, for the Board to reject the PA 116 application for Dennis Wilkin on the 71 acres located in Section 33.

The motion carried by unanimous voice vote.

11. PAYMENT OF BILLS

It was moved by McKinney, seconded by Caviston, that the bills be paid as submitted in the following amounts: General -\$3,244.50; Utilities - \$2,698.00, for a total of \$5,942.50. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

12. PLEAS AND PETITION

There were none.

13. ADJOURNMENT

It was moved by Caviston, seconded by McKinney, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:10 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor