

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 1**

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 February 19, 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, Brenda McKinney, David Phillips, Nancy Caviston, Rodrick Green, Lisa Lewis and Alex Williams. Trustee Rodrick Green left the meeting at 8:50 p.m. and did not vote on any issue beyond item C. of new business.

4. ADOPTION OF AGENDA

It was moved by McKinney, seconded by Green, to adopt the agenda as presented.

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF JANUARY 22, 2013

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of January 22, 2013, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. PUBLIC HEARING ON ORDINANCE NO. 185, BURNING ORDINANCE

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

The motion carried by a voice vote.

Clerk David Phillips made a presentation about the work of the Burning Ordinance Review Committee and the draft of revised Ordinance No. 185, Burning Ordinance, which Repeals and Replaces Ordinance No. 105, Burning Ordinance.

David Zelisse said he and his family have burned in the same spot for many years without incident but he thinks it is less than the required 50' from a structure. Will he be allowed to burn in the same spot? Alfred Gebski, said that his neighbor burns too often and suggested that he not

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 2**

be allowed to burn so often or that he conduct his burning further away from neighbors. Bob Davison said he has ten acres and has burned on his property for over 50 years. He inquired if he would still be allowed to burn on his property. Ralph Vance said he has five acres and questioned if he would be able to burn on his property. Robert Maynard said that food waste was defined as “fruit or vegetable matter...” and the burning of food waste was prohibited. He questioned if cleaning-out a garden and burning it would be prohibited because the garden waste could be considered food waste. Stan Clark said there is a definition for brush and suggested it and garden waste be added as allowed materials to burn on page 3, Section 1. Michelle Brown indicated she has resided in the Township for 22 years and was concerned that page 3, Section 1, C, indicates burning is only permitted during daylight hours. She suggested that the ordinance indicate that recreational fires and patio burners could be burned at night. Peter Cherry had questions about prescribed burning. Sandy Lopez suggested that on page 2 it was indicated that patio wood burning units do not require a permit and agreed that the requirement on page 3, Section 1, C, for burning only during daylight not apply to recreational fires and patio wood burning units. She said she would forward her suggestions to Clerk Phillips in written form via email. Leonardo Brito requested that the property size requirement contained in Section 185.05,3, be changed from “one half acre or more” to “0.30 acre or more” and that the fire placement be changed from “more than twenty-five feet from any structure or property line” to “more than fifteen feet from any structure or property line”. He was concerned that the half acre/50 foot requirement would prohibit the use of small fire pits that have already been built. He resides on N. Dixboro Road and presented petitions signed by twenty-two people, most of whom indicate addresses in the 3300-3400 blocks of N. Dixboro or Beaumont. Ross Gladwin was concerned that if he burns logs they will smolder overnight. Thomas Dillon requested that a copy of the application to burn be available at the second reading of the ordinance. Wilfred Judson said he felt the money spent on reviewing and revising the existing ordinance could have been better spent on roads. He said he believes in less government, not more government. He felt the new application and permit process would create additional work for Township employees and was concerned that the manner in which the applications are reviewed and approved may change with future boards. Rob Stevens said he has lived in the Township for 14 years. He burns tree branches and brush from trimming and storm damage about once or twice a year. He is aware that he may be responsible for fire department response or damage but he has never had an incident. He questioned if he would be allowed to burn if he has less than one acre. David Zelisse commented that the ordinance should grandfather in those who previously burned but do not meet the distance or lot size requirements of the new ordinance. Amanda Christian said her lot is .31 acres and she was concerned that she will no longer be able to use her stone fire pit. Porshea Anderson-Taylor said she appreciates the effort that went into reviewing and revising the ordinance. Steve Barth said he would rather have a neighbor burn branches and tree waste than have a tree grinder operating noisily.

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

The motion carried by a voice vote.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 3**

B. CITIZEN COMMENTS

There were none.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor McFarlane did not make a report to the Board.

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

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

The motion carried by a voice vote.

C. UTILITY DEPARTMENT FINANCIAL REPORTS PERIOD ENDING 12-31-2012

Board members commented that Utility Department's finances were in good shape.

It was moved by Caviston, seconded by Lewis, that the Superior Township Board receive the Utility Department Financial Report for the period ending 12-31-12.

The motion carried by a voice vote.

8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 4**

A. UTILITY DEPARTMENT, ABATEMENT OF THE BROMLEY PARK UTILITY MAINTENANCE FEE

Rick Church, Utility Director, submitted a memo and was present to recommend waiving the Annual Utility Maintenance Fee for the sanitary sewer system that serves the Bromley Park community in the amount of \$3,136.40. When the Bromley Park Community Development Agreement was approved, it included a requirement for the Utility Department to charge an annual assessment fee for the maintenance of a non-motorized pathway. This pathway provides access to underground utilities and a section of sewer pipe for additional cleaning. As the development became completed, the Township determined that in most years, there was no need to charge the additional assessment. At their regular meetings of May 18, 2009 and October 19, 2009, the Township Board approved a procedure for the Board to waive the annual assessment fees, which includes the Community Association submitting a written request to have the fee waived. The Bromley Park Community Association submitted a letter dated February 15, 2013 requesting the Township Board waive the Annual Utility Maintenance Fee for 2013. In a letter dated January 22, 2013, Rick Church, Utility Department Director, recommended the assessment be waived, as there has not been any additional cleaning required for the sanitary sewer pipe in question.

It was moved by Caviston, seconded by Lewis, for the Superior Township Board to waive the Bromley Park Community Association Annual Utility Access Maintenance Fee for 2013 in the amount of \$3,136.04 as indicated by the Superior Township Utility Department Invoice Number 2013-REG-01.

The motion carried by a voice vote.

B. UTILITY DEPARTMENT REPAIRS TO THE LEFORGE AND CLARK ROAD PUMP STATION

Rick Church, Utility Director was present and provided a memo to the Board along with a letter from the Township's engineers, OHM, and the draft equipment proposal from Engineered Fluid, Inc. Mr. Church indicated that the Township had discovered a problem with the pipes corroding at the Superior Township Third Connection Water Booster Pumping Station. The problem was so severe that the entire interior manifold piping system had to be replaced. The station, including the manifold piping was installed by Engineered Fluid, Inc. (EFI). Even though the equipment was beyond warranty coverage, the Township was able to negotiate an agreement for EFI to replace the corroding manifold piping at no cost to the Township. The cost to replace the defective manifold piping is estimated at \$150,000.00. During the process of EFI removing and replacing the defective manifold piping, it was discovered that water was stagnating in some sections of pipe due to the infrequent use of the pumping station. This stagnation of water resulted in significant mineral build-up. Mr. Church, along with OHM, recommended that while

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 5**

the station is out of operation and disassembled, that improvements be made to allow for the temporary disconnection of some of the piping.

The following Resolution was moved by Phillips, seconded by Caviston.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION AUTHORIZING REPAIRS TO THE CLARK ROAD WATER
BOOSTER STATION.**

RESOLUTION NUMBER: 2013-08

DATE: February 19, 2013

WHEREAS, the Superior Township Utility Department is a Michigan Charter Township, and

WHEREAS, the Superior Township Utility Department has the power, privilege and authority to maintain and operate a utility department providing water and sewer services for the water and sewer district of the Township, and

WHEREAS, the Utility Department recognizes the need for repairs to be made to the Township's water booster station in order to ensure that it is in good working condition, and

NOW, THEREFORE BE IT RESOLVED: that the Superior Township Utility Department has approval to contract with Engineered Fluid, Inc. to perform needed repairs to the Clark Road Water Booster Station at a cost of \$23,812.00 and for OHM to provide limited project oversight of those repairs at a cost not to exceed \$6,000, to be paid for from the Utility Department's Capital Reserves Fund.

The motion carried by a voice vote. The Resolution was adopted.

C. RESOLUTION 2013-05, EXTEND PRIORITY HEALTH HMO FOR ONE MONTH

Susan Mumm, Accountant, explained that the Township currently contracts with Priority Health for health insurance for employees and their contract expires on February 28, 2013. However, the Township is proposing to change from Priority Health to Blue Cross Blue Shield. The change requires a large amount of paperwork, which cannot be completed in order to have a smooth transition to Blue Cross Blue Shield on March 1, 2013. She recommends the Board approve Resolution, 2013-05, which provides for a one month extension of the current Priority Health

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 6**

insurance plan, March 1 to March 31, 2013.

The following resolution was offered by McKinney, seconded by Lewis:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO APPROVE THE CHARTER TOWNSHIP OF SUPERIOR TO
PROVIDE AN EMPLOYEE MEDICAL BENEFIT PLAN BY EXTENDING COVERAGE
WITH PRIORITY HEALTH HMO**

RESOLUTION NUMBER: 2013-05

DATE: FEBRUARY 19, 2013

WHEREAS, as a benefit of employment, the Charter Township of Superior provides health care insurance to all full-time Township employees; and

WHEREAS, the cost for the Township to provide the same health care plan to employees increased in 2011 by 15%, 12.9% in 2012 and was quoted as increasing by 20% for 2013; and

WHEREAS, in order to reduce costs to the Township, during 2013 the Township investigated numerous options of providing medical insurance plans for employees; and

WHEREAS, after conducting due diligence, Township officials and staff were able to locate the Blue Cross Blue Shield Simply Blue PPO Health Savings Plan (HSA)-Plan 3,000/0% Medical Coverage health insurance plan that would provide the same level of benefits to the employees and would keep costs to the Township at about the same level as the 2012 costs; and

WHEREAS, in order to reduce costs to the Township and provide Township employees with a quality medical benefits plan, the Charter Township of Superior's administrative staff recommends that the Township purchase the Blue Cross Blue Shield Simply Blue PPO Health Savings Plan (HSA)-Plan 3,000/0% Medical Coverage with Prescription Drug Coverage medical benefits plan from Marwil and Associates L.L.C., Farmington Hills, Michigan for one year to start on April 1, 2013; and

NOW, THEREFORE, BE IT RESOLVED, that in order to allow time to complete enrollment and transition to the new BCBS PPO medical benefits plan, the Superior Charter Township Board of Trustees does approve that the current medical benefits plan, Priority HMO, purchased through the Hylant Agency, be extended for one month at a cost of \$29,752, which is \$4,986

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 7**

above the monthly cost of the 2012 plan year. Funds for this purchase are to be taken from the regular General Ledger numbers for health care insurance for each department. Budget amendments will be made later in the year once we have finalized costs for the BCBS PPO medical benefits plan.

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

Nays: None

Absent: None

The motion carried, the Resolution was adopted.

D. RESOLUTION 2013-06, PURCHASE AND ENROLL IN BLUE CROSS BLUE SHIELD OF MICHIGAN PPO HIGH DEDUCTIBLE HEALTH PLAN AND HEALTH SAVINGS ACCOUNT

Susan Mumm, Accountant, explained that the Township did extensive research to find a way to reduce health care insurance costs to the Township but still provide good benefits to the employees. The Blue Cross Blue Shield high deductible health savings (BCBS HD HSA) plan met the objectives. There have been numerous meetings with Township officials and employees. Employees support changing to the BCBS HD HSA. Ms. Mumm recommended that the Board approve Resolution 2013-06.

It was moved by Caviston, seconded by McKinney, to approve the following Resolution:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO APPROVE THE CHARTER TOWNSHIP OF SUPERIOR TO
PURCHASE BLUE CROSS BLUE SHIELD'S SIMPLY BLUE PPO HSA -PLAN
3,000/0% MEDICAL COVERAGE FOR EMPLOYEES**

RESOLUTION NUMBER: 2013-06

DATE: FEBRUARY 19, 2013

WHEREAS, as a benefit of employment, the Charter Township of Superior provides medical plan benefits to all full-time Township employees; and

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 8**

WHEREAS, the cost for the Township to provide the same medical plan benefits to employees increased in 2011 by 15%, 12.9% in 2012 and was quoted as increasing by 20% for 2013; and

WHEREAS, in order to reduce costs to the Township, during 2013 the Township investigated numerous options of providing medical plan benefits for employees; and

WHEREAS, after conducting due diligence, Township officials and staff were able to locate the Blue Cross Blue Shield Simply Blue PPO HSA- Plan 3,000/0% Medical Coverage with Prescription Drug Coverage medical benefits plan (BCBS SB PPO HSA), which would provide the same level of benefits to the employees and even when the Township paid the employees' annual deductible, would keep costs to the Township at about the same amount as 2012 costs; and

WHEREAS, as indicated in the Rate Quote, to purchase the BDBS SB PPO HSA medical benefits plan for one year and start on April 1, 2013, the cost will be \$195,128.00 for premiums, plus the Township will agree to contribute funds to each enrolled employee's Health Savings Account (HSA) to cover their deductibles, which results in an additional cost of \$108,000 for a total cost of \$303,128.04 for the year. This is a 1% increase over the 2012 cost of the Priority Health HMO plan. This is not an exact quote because when you switch to a new carrier, the final price is not determined until enrollment is complete, and

NOW THEREFORE BE IT RESOLVED, as recommended by the Charter Township of Superior's administrative staff, the Charter Township of Superior Board of Trustees does hereby approve the Charter Township of Superior to purchase the Blue Cross Blue Shield Simply Blue PPO Health Savings Plan (HSA)-Plan 3,000/0% Medical Coverage with Prescription Drug Coverage medical benefits plan from Marwil and Associates L.L.C., Farmington Hills, Michigan as outlined in the Group Enrollment and Coverage Agreement and Rate Quote for a period of one year to start on April 1, 2013 and also approves the Township officials to take any and all actions necessary to execute the purchase; and

NOW THEREFORE BE IT FURTHER RESOLVED, as recommended by the Charter Township of Superior's administrative staff, the Charter Township of Superior will pay the entire plan year deductible for enrolled employees in the amount of \$3,000 for an individual plan and \$6,000 for couple and family plans, with these funds to be contributed by the Township to the employee's Health Savings Account; and

NOW THEREFORE BE IT FURTHER RESOLVED, the cost of purchasing the plan may increase slightly from the cost on the Rate Quote. Funds for this purchase are to be taken from the regular General Ledger numbers for health care insurance for each department. Budget amendments will be made later in the year once the Township receives the finalized costs for the BCBS PPO medical benefits plan; and

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 9**

NOW THEREFORE BE IT FUTHER RESOLVED, the Blue Cross Blue Shield Simply Blue PPO Health Savings Plan (HSA)-Plan 3,000/0% Medical Coverage with Prescription Drug Coverage medical benefits plan will be the medical benefits plan offered for enrollment in medical benefits plan year 2013 to all eligible Charter Township of Superior employees, with additional terms and conditions to be determined by the Charter Township of Superior Board of Trustees.

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

Nays: None

Absent: Green

The Resolution was adopted.

Trustee Green left the meeting at 8:50 p.m.

E. RESOLUTION 2013-07, OPT OUT OF PA 152 OF 2011, PUBLIC EMPLOYER CONTRIBUTION TO EMPLOYEES MEDICAL BENEFITS PLAN

The Township's cost for providing the Blue Cross Blue Shield high deductible health savings exceeds the amount allowed by PA 152 of 2011. Supervisor McFarlane said that the Township has not received EVIPF payments from the State in many years. He recommended that the Township opt out of the requirements of PA 152 of 2011.

It was moved by Caviston, seconded by McKinney to approve the following Resolution:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

A RESOLUTION TO APPROVE THE CHARTER TOWNSHIP OF SUPERIOR TO OPT OUT OF THE RESTRICTIONS MANDATED BY PUBLIC ACT 152 OF 2011 ON PUBLIC EMPLOYER'S PAYMENTS FOR MEDICAL BENEFITS PLANS

RESOLUTION NUMBER: 2013-07

DATE: FEBRUARY 19, 2013

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 10**

WHEREAS, on September 28, 2011, Governor Rick Snyder signed Senate Bill 7 into law, which created Public Act 152 of 2011; and

WHEREAS, Public Act 152 of 2011 provides for certain limitations on the amount that public employers may contribute toward the annual cost of medical benefit plans that cover their employees as follows:

- for plans beginning on or after January 1, 2013, restricts public employers from paying an aggregate annual amount (hard cap) of no more than \$15,525 per family, \$11,385 per couple and \$5,692.50 for individuals for employee plans; and
- allows that a governing body may choose to implement a 20 percent employee copayment for the total cost of the plan instead of the hard cap; and
- allows that by a two-thirds majority vote, the governing body may opt out of the hard cap and 20 percent copayment required by the Act and not incur any penalties; and

WHEREAS, Public Act 152 of 2011 provides for penalties of withholding Economic Vitality Incentive Program Funds (EVIPF) issued by the State for public employers who fail to follow the law; and

WHEREAS, the Charter Township of Superior has not received any EVIPF in many years; and

WHEREAS, the Charter Township of Superior Board of Trustees approved providing medical benefit plans to Township employees at a cost that exceeds the hard cap and does not meet the 20% copayment requirement; and

NOW, THEREFORE, BE IT RESOLVED, as recommended by the administrative staff of the Charter Township of Superior, the Charter Township of Superior Board of Trustees does hereby approve that for the medical benefits plan year starting in 2013, the Township opt out of the employer costs mandated by Public Act 152 of 2011 relating to the employer's payments towards medical benefits plans.

The motion carried by a voice vote.

F. ORDINANCE NO. 185, BURNING ORDINANCE, FIRST READING

Board members discussed the ordinance and indicated they felt that it was not possible to please everyone but the proposed ordinance was a fair and balanced approach to regulating burning in the Township.

The following ordinance was moved for first reading by Caviston, seconded by Lewis:

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 11**

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE NO. 185

**BURNING ORDINANCE,
WHICH REPEALS AND REPLACES
ORDINANCE NO. 105 BURNING ORDINANCE**

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

Section 185.01. Purpose

The purpose of this ordinance is to provide for the protection of the health, safety, and welfare of Township residents; to protect property from exposure to the dangers of fire; to minimize unnecessary runs by the Township Fire Department; to provide for the enforcement of this ordinance; and to establish penalties and fines for violations of the provisions of this ordinance. Township residents are strongly encouraged to consider recycling, composting and curbside pick-up as alternatives to open burning.

Section 185.02. Scope

1. This ordinance shall apply to open burning, prescribed burns, burn barrels, outdoor wood furnaces/boilers, and patio wood burning units.
2. This ordinance shall not apply to outdoor grilling or cooking food using charcoal, wood, propane or natural gas in a cooking/grilling appliance or in an approved container.
3. This ordinance shall not apply to the use of propane, natural gas, kerosene, gasoline, or acetylene in a device intended for agricultural or construction heating and maintenance activities.
4. This ordinance shall not apply to agricultural flame weeding or flame sanitizers.
5. This ordinance shall not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.

Section 185.03. Definitions

"Brush" means loose branches and twigs generated by trimming or storms on the property.

"Clean wood" means natural wood which has not been painted, varnished or coated with a

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 12**

similar material; has not be pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.

"Food waste" means rejected food wastes including waste accumulations of animal, fruit, or vegetable matter used or intended for food; or wastes that attend the preparation, use, cooking, dealing in, or storing of meat, fowl, fish, fruit, or vegetable matter.

"Open burning" means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or chimney. This includes burning in a burn barrel.

"Patio wood burning unit" means a chimnea, patio warmer, or other portable wood-burning device used for outdoor recreation and/or heating.

"Prescribed burn" means open burning of a continuous cover of fuels, in compliance with an approved prescription to meet planned land management objectives. "Prescription" means a written plan establishing the criteria and elements necessary for starting, controlling, and extinguishing a specific prescribed burn.

"Property" means one or more adjacent real estate parcels under common ownership or lease agreement.

"Recreational fire" means a small outdoor fire burning materials permitted by section 185.05 that has a total fuel area of 3 feet or less in diameter and 2 feet or less in height. Recreational fires include, but are not limited to fires for pleasure, ceremonial, cooking, warmth, or similar purposes.

Section 185.04. Prohibited Fires

1. Open burning of leaves and grass clippings is prohibited as per PA 102 of 2012 except when such burning is incidental to a permitted open or prescribed burn.
2. Open burning of animal carcasses and manure is prohibited.
3. Open burning of food waste is prohibited.
4. Open burning of household waste that contains plastic, rubber, foam, chemically treated wood, textiles, electronics, chemicals, or hazardous materials is prohibited as per PA 102 of 2012.
5. Open burning of construction and demolition waste is prohibited.
6. Open burning of waste from a commercial or industrial establishment is prohibited.

Section 185.05. Permissible Fires

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 13**

A person shall not ignite, cause or permit to be ignited, allow or maintain an open burn or outdoor fire except as provided in this section. All open burning requires compliance with all applicable provisions of this section and any additional special restrictions deemed necessary by the Fire Chief or other authorities having jurisdiction. The Fire Chief may deny or suspend burning permits when weather or other conditions warrant. All open burning shall be conducted in a safe nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health or visibility hazard.

1. After first obtaining a burn permit, open burning of logs, stumps, trees, agricultural and beekeeping waste is permitted if conducted in accordance with the following:
 - A. The property owner or owner's authorized representative shall submit an open burning permit application to the Township Clerk's office on such form as may be approved by the Township Board. The application will be accepted after administrative review confirms that the property size and location meets the requirements of the ordinance. Upon acceptance, the application will be forwarded to the Fire Department for review and approval or denial by the Superior Township Fire Chief or his/her representative. If denied, a reason for the denial must be given. If approved, the application will be retained on file at the Fire Department and subsequent, similar burn permit requests may be phoned into the Fire Department for verbal approval. In all cases, on the day of the intended burn, the applicant shall contact the Fire Department for a burn permit by calling 734-484-1996. The applicant shall give his/her name, address and phone number, a description of the materials to be burned and the time of the intended burning. The Fire Department will either authorize or deny the burn permit depending upon Fire Department resources, weather, or other factors.
 - B. No material may be brought onto a property for the express purpose of burning it, except seasoned dry firewood for recreational fires.
 - C. Burning is permitted only during daylight hours except when a special permit has been issued. The Fire Chief or his/her representative may issue special permits for agricultural open burns that will last more than one day.
 - D. Adult supervision of open fires is required.
 - E. Open fires must be located fifty (50) feet or more from any structure or property line.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 14**

- F. The fuel area of open fires shall not exceed 15 feet in diameter and 15 feet in height without approval of the Fire Chief or his/her representative.
 - G. Due to the density and the danger of fires spreading and smoke and fumes creating a nuisance, no permits shall be issued for any location in the northeast quarter section of Section 33 or any portion of Sections 34 or 35 of the Township.
 - H. Due to the density and the danger of fires spreading and smoke and fumes creating a nuisance, no permits shall be issued for any property less than one acre in size.
2. After first obtaining a burn permit, prescribed burning for forest, prairie, habitat management and agricultural purposes is permitted if conducted in accordance with the following:
- A. The property owner or owner's authorized representative shall submit a prescribed burn permit application to the Fire Chief's office on such form as may be approved by the Township Board. Upon receipt, the application shall be reviewed by, and approved or denied by the Fire Chief or his/her representative. If denied, a reason for the denial must be given. If approved, the application will be retained on file at the Fire Department and subsequent similar prescribed burn permit requests may be issued based upon the initially submitted application and plan.
 - B. On the day of the intended prescribed burn, the applicant or his/her representative shall contact the Fire Department for a burn permit by calling 734-484-1996. The applicant shall give his/her name, address, and phone number and the time of the intended burn. The Fire Department will either authorize or deny the prescribed burn permit depending upon Fire Department resources, weather, or other factors.
 - C. The Township Board may, by resolution, set reasonable application fees and insurance requirements as deemed appropriate.
3. The following types of fires are permitted without obtaining a burn permit if they occur on property of one half acre or more and are placed more than twenty-five feet from any structure or property line.
- A. A recreational fire.
 - B. Burning of small amounts of household dry waste paper in an enclosed

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 15**

burn barrel or container constructed of metal or masonry that has a metal covering device and does not have an opening larger than $\frac{3}{4}$ of an inch.

4. Patio wood burning units may be used without obtaining a burn permit if they burn clean wood, are used in accordance with the manufacturer's instructions, and are placed not less than 15 feet from a structure.
5. Outdoor wood furnaces/boilers installed on or after the effective date of this ordinance may be installed and operated without obtaining a burn permit but shall:
 - A. Have a permanently attached stack with a minimum height of 15 feet above the ground that also extends at least two feet about the highest peak of any residence not served by the furnace/boiler located within 300 feet.
 - B. Be located on the property in accordance with the Township Zoning Ordinance and no closer than 100 feet from the nearest property line.
 - C. Not be installed unless a mechanical permit has been obtained from the Township Building Department prior to commencing installation.
 - D. Only burn clean wood or other listed fuels specifically permitted by the manufacturer's installation/operation instructions.
6. Notwithstanding section 185.05. of this ordinance, structures and other materials may be burned without permit for fire prevention training so long as conducted in accordance with the National Fire Protection Association (NFPA) Standard 1403 as it may from time to time be amended, and in compliance with rules and regulations of other authorities having jurisdiction. Such burning shall be outlined in writing and approved by the Fire Chief at least 48 hours prior to the training burn.

Section 185.06. Appeals

Whenever the Chief of the Fire Department or his/her representative shall refuse to grant a permit applied for, or when it is claimed that the provisions of the ordinance do not apply or that the true intent and meaning of the ordinance has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Fire Department or his/her representative to the Charter Township of Superior Board of Trustees.

Such an appeal shall be in writing, citing the nature of the original request, the reason such request was denied a permit, and the remedy sought through the appeal. The appeal shall be

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 16**

made within seven (7) days of the denial, and the Board shall receive and respond to the appeal at their next regularly scheduled Township Board meeting.

Section 185.07. Liability

A person utilizing or maintaining an outdoor fire regulated by this ordinance may be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

Section 185.08. Right of Entry and Inspection

The Fire Chief or any authorized officer, employee, or representative of Superior Township carrying proper identification may inspect any property in order to ascertain compliance with, and enforce the provisions of this ordinance.

Section 185.09. Enforcement

This ordinance shall be deemed an exercise of the police powers of Superior Charter Township for the preservation and protection of the public health, safety, and welfare. It shall be the duty of the Fire Chief or his/her representative to enforce the provisions of this ordinance. Citizen complaints and reports of violations shall be directed to the Fire Department.

Section 185.10. Penalties and Remedies for Violations

1. Any person violating any provision of this Ordinance shall be deemed:
 - A. Guilty of a misdemeanor. Penalties may be imposed including up to ninety (90) days incarceration in the Washtenaw County Jail and/or fines up to five hundred (\$500.00) dollars plus the cost of prosecution.
 - B. Responsible for a civil infraction. Penalties may be imposed in fines as set forth in Section 162.07 of Superior Charter Township Ordinance 162, Civil Infraction Penalty Ordinance, which assesses fines for a first offense of a minimum of one hundred (\$100.00) and a maximum of five hundred (\$500.00).

In addition to the penalties, any person deemed responsible for a civil infraction shall also be liable for the cost to the Township to prosecute any such violation

2. The decision to charge the alleged violator with a misdemeanor and/or civil infraction as a result of a violation of this Ordinance shall be at the sole discretion of the Township.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 17**

3. In addition to the foregoing, any violation of the Ordinance shall be deemed a nuisance per se, permitting the Township Board, its officers, agents or any private citizen to take such action in any court of competent jurisdiction to cause the abatement of such nuisance, including injunctive relief. Further, upon a determination by a court that a person has violated this Ordinance, thereby creating a nuisance per se, the Township shall be entitled to its actual attorney fees incurred in seeking abatement of the nuisance.

Section 185.11. Abrogation and Conflict of Authority

Nothing in this Ordinance shall be interpreted to conflict with present or future State statutes in the same subject matter; conflicting provisions of this Ordinance shall be abrogated to, but only to, the extent of the conflict. Moreover, the provisions of this Ordinance shall be construed, if possible, to be consistent with relevant State regulations and statutes. If any part of this Ordinance is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision. Such holding shall not affect the validity of the remaining portions thereof, and the remainder of the Ordinance shall remain in force. Rights and duties which have matured, penalties which have been incurred, proceedings which have begun and prosecutions for violations of law occurring before the effective date of this Ordinance are not affected or abated by this Ordinance.

Section 185.12. Repeal

All ordinances or parts of an ordinance in conflict with this ordinance are hereby repealed. The existing Ordinance No. 105, being an ordinance for the regulation of burning in the Township effective August 31, 1989 and amended effective November 3, 2008 and January 17, 2012 is hereby repealed. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation or prosecution of any right established, occurring prior to the effective date hereof.

Section 185.13. Effective Date; Publication

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect Rd., Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) within 30 days following the final adoption thereof. This Ordinance shall become effective immediately upon said publication and the same shall be recorded in the Ordinance Book of the Township, and such recording authenticated by the signatures of the Supervisor and Clerk.

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

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 18**

Nays: None

Absent: Green

The motion carried, the Resolution was adopted.

G. ANN ARBOR TRANSIT AUTHORITY 2013 PURCHASE OF SERVICE AGREEMENT

The contract with AATA expired on October 1, 2013 but the previous contract was continued in order for the AATA to verify the amount of operating assistance they would be receiving from the Michigan Department of Transportation. The rates for the fixed route service are 1.2% less than 2012 rates. The rate for the A-Ride service is 17.6% more than the 2012 rates. The increase in the A-Ride rate is due to an increase in the cost per trip and an increase in the passenger trips.

The contract is attached as Attachment A.

It was moved by Williams, seconded by Lewis, to approve the 2013 contract with the Ann Arbor Transportation Authority to provide fixed route and A-Ride service to Superior Township and to authorize the Supervisor to sign the contract.

H. SET THE HOURLY RATE FOR THE NEW DEPUTY TREASURER

Treasurer McKinney recently hired a new Deputy Treasurer, Mona McLain because her previous Deputy resigned. Treasurer McKinney recommended that the new Deputy Treasurer's salary be set at \$18.74 per hour.

It was moved by Caviston, seconded by Lewis, to set the salary for the new Deputy Treasurer, Mona McLain at \$18.74 per hour.

The motion carried by a voice vote.

I. APPOINTMENTS TO THE PLANNING COMMISSION

The terms of two current Planning Commissioners expire on February 28, 2013. Supervisor McFarlane recommended that Porshea Anderson-Taylor be reappointed and that Dr. Robert Steele be newly appointed to the Planning Commission. Both of their terms are for three years and start on March 1, 2013 and expire on February 28, 2016.

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 19, 2013
ADOPTED MINUTES
PAGE 19**

It was moved by McKinney, seconded by Lewis, to concur with the recommendation of Supervisor McFarlane to appoint Porshea Anderson-Taylor and Dr. Robert Steele to the Superior Township Planning Commission to a three year term to start on March 1, 2013 and to expire on February 28, 2016.

11. PAYMENT OF BILLS

It was moved by McKinney, seconded by Lewis, that the bills be paid as submitted in the following amounts: General - \$ 1,966.51; for a total of \$1,966.51 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 Lewis, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:10 a.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor

PURCHASE OF SERVICE AGREEMENT

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

1. TERM

The term of this Agreement is October 1, 2012 through September 30, 2013.

2. SERVICE PROVIDED

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

3. DESIGNATED REPRESENTATIVES

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

4. FINANCIAL MANAGEMENT

4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be \$33,872, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

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

4.2 Financial Assumptions, Power of Authority to Modify Services

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

4.3 Mutual Cooperation Among Governmental Units

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

4.4 Fares

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

5. EQUIPMENT

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

6. PERSONNEL

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

7. INDEMNIFICATION

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

8. ASSIGNMENT

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

9. EXTENSION

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

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

10. TERMINATION

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. MODIFICATION OF AGREEMENT

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

13. EVIDENCE OF INSURANCE

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

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

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

Executed in duplicate this 11th day of February, 2013.

ANN ARBOR TRANSPORTATION AUTHORITY

SUPERIOR TOWNSHIP



Michael Ford
Chief Executive Officer

SUPERIOR TOWNSHIP
Fixed Route Service
COST CALCULATION

	FY 2012	FY 2013	CHANGE
<u>EXPENSES</u>			
Service Hours	840	840	0.0%
Cost per Service Hour	\$112.43	\$118.24	5.2%
Total Cost	\$94,441	\$99,322	5.2%
<u>REVENUES</u>			
Categorical Federal / State Grants	\$13,043	\$14,893	14.2%
State Operating Assistance	\$29,664	\$30,442	2.6%
Passenger Fares	<u>\$27,664</u>	<u>\$30,217</u>	9.2%
Subtotal	\$70,372	\$75,552	7.4%
Local Share	<u>\$24,070</u>	<u>\$23,769</u>	-1.2%
Total Revenue	\$94,441	\$99,322	5.2%

Superior Township Payment	\$24,070	\$23,769	-1.2%
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**SUPERIOR TOWNSHIP
A-Ride Service
COST CALCULATION**

	2012 Budgeted	2013 Budgeted	CHANGE
EXPENSES			
Passenger Trips	2,508	2,651	5.7%
Cost per Trip	\$21.61	\$26.21	21.3%
Total Cost	\$54,198	\$69,476	28.2%
REVENUES			
Categorical Federal / State Grants	\$15,000	\$24,000	60.0%
State Operating Assistance	\$23,083	\$27,421	18.8%
Passenger Fares	<u>\$7,524</u>	<u>\$7,952</u>	5.7%
Revenue Subtotal	\$45,607	\$59,373	30.2%
Local Share	\$8,591	\$10,103	17.6%
Total Revenue	\$54,198	\$69,476	28.2%
	\$8,591	\$10,103	17.6%