

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
MAY 17, 2010
ADOPTED MINUTES
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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on May 17, 2010, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

The members present were William McFarlane, Brenda McKinney, David Phillips, Nancy Caviston and Alex Williams. Lisa Lewis arrived at 7:50 p.m. and Roderick Green was absent.

4. ADOPTION OF AGENDA

It was moved by McKinney, seconded by Caviston to adopt the agenda with the addition of the April Zoning Report under #7. Reports.

The motion carried by a voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF APRIL 19, 2010

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of April 19, 2010, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

Ken Palka of Pfeffer, Hanniford and Palka, CPA (PHPCPA), reviewed the Township's 2009 Annual Audit. The Independent Auditor's Report provided by PHPCPA indicated that for fiscal year 2009, they found the Township to be in compliance with accounting principles generally accepted in the United States of America. PHPCPA did indicate one material weakness: the Township has historically relied on independent, external auditors to prepare the financial statements and required disclosures. This has been done due to staffing limitations

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and in order to save costs. There were also three matters for discussion that have already been reviewed and corrected by the Township. Mr. Palka reviewed the financial statements for all funds. He stated that for FY 2009, the Township had good cash-flow and adequate fund balances in all accounts. Mr. Palka expressed that the Township is in excellent financial shape and commended the Board for their excellent financial management of the Township. He gave the Township an “unqualified opinion”, which is the highest opinion a CPA can give an audit.

It was moved by McKinney, seconded by Caviston to receive the draft of Superior Township’s 2009 Annual Audit.

The motion carried by a voice vote.

B. OTHER PUBLIC COMMENT

Trustee Alex Williams explained that the Washtenaw County Consortium for Solid Waste Management (WCCSWM) recently held a recycling event in Chelsea. The event was very successful. The cost of the event was about \$20,000 and was funded by the WCCSWM, Washtenaw County and donations of \$10.00 per car. Trustee Williams said the WCCSWM was considering hosting a similar event in the eastern part of Washtenaw County, possibly in the fall, near EMU’s Rynearson Stadium. The Board expressed support of the event and indicated the Township would consider contributing to the cost of the event. Trustee Williams will report back to the Board when more information becomes available.

7. **REPORTS**

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: In May 2009, the Board adopted the Michigan Township Association’s Principles of Governance. Board members pledged to maintain the highest standards and traditions of Michigan Townships, and to embrace the principles. The Township Board has signed the Principles of Governance, had the document framed and it will be posted in the Township Hall.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FALSE ALARM REPORT, FIRE DEPARTMENT, FIRE MARSHAL, HOSPITAL FALSE ALARM, ORDINANCE OFFICER REPORT, SHERIFF’S REPORT AND ZONING REPORT

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

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The motion carried by a voice vote.

C. FINANCIAL REPORTS, ALL FUNDS, FIRST QUARTER 2010

It was moved by Caviston, seconded by McKinney, that the Superior Township Board receive the first quarter 2010 financial reports for all funds.

The motion carried by a voice vote.

D. AATA, THE RIDE, FIRST QUARTER REPORT

It was moved by Caviston, seconded by McKinney, to receive AATA's, The Ride, first quarter 2010 report.

The motion carried by a voice vote.

8. COMMUNICATIONS

A. D. GUENTHER, ANN ARBOR TOWNSHIP'S SMALL FARM INITIATIVE (SFI) PROGRAM

D. Guenther, Planning Commission Chairperson, submitted a letter in support of Superior Township collaborating with Ann Arbor Township in their Small Farm Initiative (SFI), or starting an SFI program in Superior Township. He felt that an SFI would help to establish and promote small farms. The small farms would create economic development, fresh produce, help to preserve land and historic resources. There was agreement to approve Superior Township officials to continue discussions with Ann Arbor Township officials on options to collaborate with Ann Arbor Township on their Small Farm Initiative program. If there are any costs to Superior Township for this collaboration, it will require additional Board approval.

It was moved by Caviston, seconded by McKinney, to receive D, Guenther's communication.

The motion carried by a voice vote.

9. UNFINISHED BUSINESS

There was no unfinished business.

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10. **NEW BUSINESS**

A. CONTRACT FOR RENOVATIONS TO TOWNSHIP HALL AND UTILITY DEPT. ADMINISTRATION BUILDING

Dave Schroeder, OHM Engineering Advisors was present. He explained in person and in OHM's letter dated May 13, 2010, that on Friday, May 7, 2010; the Township received and publicly read aloud bids for energy efficiency renovations at the Township Hall and the Utility Department Administration Building. The renovations include projects that are partially funded by the EECBG award. OHM reviewed all bids and completed background and reference checks on the three lowest bidders. Their recommendation is to award the contract to Antler Construction in the amount of \$117,821.00.

It was moved by McKinney, seconded by Caviston, to approve awarding the contract in the amount of \$117,821.00, to Antler Construction to complete renovations to the Township Hall and the Utility Department Administration Building as outlined in bid documents, OHM Job # 0140-10-0021; also, to authorize the Clerk to sign the contract.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

B. FIRE DEPARTMENT, PURCHASE OF DEFIBRILLATORS

Fire Chief Jim Roberts was present. He explained in person and in his letter dated May 11, 2010, that the Fire Department is requesting Board approval for the purchase of three Lifepak 1000 Defibrillators at a cost of \$6,510.00. The Fire Department has used defibrillators for years and found them to be an essential tool for responding to calls for assistance for heart attacks. The new defibrillators will be installed in the Utility Department Building, the Township Hall and on the American LaFrance tanker apparatus.

It was moved by McKinney, and seconded by Lewis, that the Superior Township Board approves the Fire Department's purchase of three complete Medtronic Lifepak 1000 Defibrillators from Physio-Control, Inc., at a cost of \$6,510.00.

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Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

C. UTILITY DEPARTMENT, ASPHALT REPAIR

Rick Church, Utility Department Director was present. He explained in person and in his Memo dated May 13, 2010 that the Utility Department was requesting Board approval to contract with the Bostwick Company, Inc., to complete asphalt replacement at 1559 Sheffield, 9045 MacArthur Blvd. and 9252 MacArthur at a cost of \$2,470.00. Bids were obtained from three companies, and they were the lowest bid.

It was moved by Caviston, seconded by McKinney, for the Board to approve the Fire Department to contract with The Bostwick Co. to replace asphalt at 1559 Sheffield, 9045 MacArthur Blvd. and 9252 MacArthur at a cost of \$2,470.00.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

D. UTILITY DEPARTMENT, SANITARY SEWER MAIN REPAIR

Rick Church, Utility Department Director was present. He explained in person and in his Memo dated May 13, 2010 that the Utility Department was requesting Board approval to contract with Metro Sewer Cleaners to repair a sanitary sewer main located on Stamford Road near Berkshire at a cost of \$4,950.00. Metro Sewer Cleaners was not the lowest bid, but Mr. Church and the Utility Department Supervisor prefer Metro's approach to the

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repair job and recommended Metro be selected.

It was moved by McKinney, seconded by Lewis, for the Board to approve the Utility Department to contract with Metro Sewer Cleaners to complete repair to the sanitary sewer main located on Stamford Road, near Berkshire at a cost of \$4,950.00.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**E. UTILITY DEPARTMENT, ST. JOE HOSPITAL AND FRESENIUS
MEDICAL SERVICES WATER AND SEWER BILL CORRECTION**

Rick Church, Utility Department Director was present. He explained in person and in his Memo dated May 13, 2010 that the Utility Department determined that one of their water meters that was installed at the St. Joseph Mercy Hospital campus had been providing inaccurate readings for approximately 19 years. This resulted in the under-billing to Fresenius Medical Services and the over-billing to St. Joseph Mercy Hospital. Director Church engaged in negotiations with both parties, which resulted in agreement for the Utility Department to reimburse St. Joseph Mercy Hospital \$16,111.00 for their over-billing of 2008 and 2009. The agreement also required Fresenius Medical Services to reimburse the Utility Department \$16,111.00 through monthly payments of \$1,342.59 over a twelve month period beginning June 2010. All parties would agree to take no further action, or to seek payment for additional charges related to this matter.

It was moved by McKinney, seconded by Caviston, for the Board to approve the agreement as outlined by Utility Director Rick Church's May 13, 2010 Memo. The agreement would resolve the inaccurate billings for Fresenius Medical Services and St. Joseph Mercy Hospital that resulted from inaccurate meter readings from a water meter located at 5205 McAuley Drive. Under this agreement, the Superior Township Utility Department will reimburse St. Joseph Mercy Hospital \$16,111.00, and Fresenius Medical Services will reimburse the Utility Department \$16,111.00 in order to rectify the incorrect billings for 2008 and 2009. By approving this agreement all parties agree that

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the issue is closed and that none of the three parties will take any further actions to try to recoup any other monies.

The motion carried by unanimous voice vote.

F. REPAIRS TO UTILITY DEPARTMENT MAINTENANCE FACILITY

Rick Church, Utility Department Director was present. He explained in person and in his Memo dated May 13, 2010 that there were various defects and incomplete work of the new construction of the Utility Department Maintenance Building located at 9699 MacArthur Blvd which resulted in chronic roof leaks and sagging roof sheathing. The Utility Department has made numerous and repeated attempts to have the contractor, Joseph L. Judge Construction Services, Inc., make the required repairs. However, he has failed to be successful and has been unresponsive. In order to make the needed repairs, the Utility Department is requesting approval to hire Michigan Greenspace, LLC, to complete repairs at the Utility Department Maintenance Facility at a cost of \$1,765.00. Mr. Church said the Utility Department will have their attorney attempt to recover this and other costs related to the faulty work.

It was moved by Lewis, seconded by Phillips, for the Board to approve the Superior Township Utility Department to hire Michigan Greenspace, LLC, to make repairs at the Utility Department Maintenance Facility at a cost of \$1,765.00.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

G. UTILITY DEPARTMENT, CLARK ROAD TREE REMOVAL

Rick Church, Utility Department Director was present. He explained in person and in his Memo dated May 13, 2010 that the Utility Department was requesting Board approval to hire Arbor Valley Tree Service to remove several trees along Clark Road which are causing damage to a Utility Department's manhole and fire hydrant at a cost of \$2,000.00.

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It was moved by Phillips, seconded by Lewis, for the Board to authorize the Superior Township Utility Department to hire the Arbor Valley Tree Service to remove several trees along Clark Road at a cost of \$2,000.00.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

H. SUPERIOR TOWNSHIP ROAD PROJECTS 2010

Supervisor McFarlane provided a memo outlining and recommending road projects in the Township to be completed in 2010 for a total of \$287,294.00. They include the re-paving of Stephens Drive from Nottingham to Kingston Court using \$51,400.00 in Urban County funds; re-paving of portions of Abbey and Quail Run; ditching and limestone application to portions of Cherry Hill Rd., Gale Rd. and Vreeland Rd.; two double applications of brine on the Township's gravel roads and, limestone application to the gravel roads. The budget for these improvements include \$30,667.00 in Road Commission matching funds, \$8,793.00 in Road Commission ditching matching funds, the afore mentioned \$51,400.00 in Urban County Funds and \$196,434.00 from the Township's General Fund.

It was moved by Lewis, seconded by Caviston, for the Board to approve the Superior Township Road Projects for 2010 as outlined by Supervisor McFarlane's Memo for a total of \$287, 294.00. \$90,860 of these funds will be matching funds. \$196,434 of these funds will be from the Township's General Fund; also, to authorize the Supervisor to sign the contract with the WCRC to complete the projects.

The motion carried by unanimous voice vote.

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**I. CONTRACT WITH WASHTENAW COUNTY ROAD COMMISSION
FOR GEDDES ROAD NON-MOTORIZED TRAIL**

The Washtenaw County Road Commission provided an agreement for the construction of a non-motorized pathway along the south side of Geddes Road from Prospect Road to Andover Street at a total cost of \$455,200.00. Federal funds will total \$372,600.00. The Township will be responsible for the remaining \$82,600.00. However, the Washtenaw County Parks and Recreation Commission has authorized a commitment of \$100,000 to this project which will cover the Township portion of this project. The Township has expended an additional approximately \$45,000 in design fees on this project. There is a possibility that the remaining portion of the County Parks and Recreation commitment may be used to pay for a portion of the design fees. Construction of the project is expected to begin soon.

It was moved by McKinney, seconded by Lewis, to approve and authorize the Supervisor to sign the agreement with the Washtenaw County Board of Road Commissioners to construct a non-motorized trail on the south-side of Geddes Road between Prospect Road and Andover Street at a total cost of \$455,200, with the Township responsible for \$82,600 of the total cost.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**J. AGREEMENT WITH THE SHERIFF'S DEPARTMENT FOR AN
ADDITIONAL SUMMER DEPUTY**

Supervisor McFarlane explained that the Township has an opportunity to hire an additional deputy. This deputy's primary assignment will be at Ypsilanti High School. They would be assigned to the Township during the school's summer vacation, June 13, 2010 to September 4, 2010. He recommended that the Township hire the deputy at a cost of \$33,416.07, and that they be assigned to primarily patrol the subdivisions, with emphasis on the MacArthur area.

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It was moved by Phillips, seconded by McKinney, for the Board to approve the Supervisor to sign the Agreement to Assign the Ypsilanti Public School District Contractual Deputy to Superior Township for the Period of June 13, 2010 through September 4, 2010 at a cost of \$33,416.07.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

K. LEASE AGREEMENT WITH SCHOFIELD FOR TOWNSHIP'S 8.1 ACRES

Supervisor McFarlane explained that Mr. Schofield requested to lease the Township's property at the northwest corner of Geddes and Prospect Roads in order to grow hay. He would also like to have a horse riding path across the property. Supervisor McFarlane said the Township would not make much money on the lease, as the average rate for such a lease is about \$50.00 per acre per year. However, the cultivation of the field would help to eliminate the weeds and invasive species. The Township had an attorney to assist with the drafting of the lease. It includes numerous clauses to protect the Township, including a requirement for \$3,000,000 insurance policy naming the Township as an additional insured.

It was moved by McKinney, seconded by Williams, to approve the Supervisor to sign the Lease Agreement between Superior Charter Township and William J. Schofield and Jennifer L. Schofield.

**LEASE AGREEMENT BETWEEN SUPERIOR CHARTER TOWNSHIP
AND
WILLIAM J. SCHOFIELD, JR. AND JENNIFER L. SCHOFIELD**

MAY ____, 2010

This agreement, entered into this ____ of May, 2010, between Superior Charter

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Township (Lessor), a Michigan municipal corporation, whose address is 3040 N. Prospect, Ypsilanti, MI 48198, and the William J. Schofield, Jr. and Jennifer L. Schofield (Leasee), whose address is 8690 Cherry Hill Road, Ypsilanti, MI 48198.

Whereas:

- A. Lessor owns approximately 8.1 acres at the northwest corner of Prospect and Geddes Roads (legal description and plot map attached as Attachment A).
- B Leasee desires to lease the entire 8.1 acres for the purposes of cultivating, growing and harvesting hay. Portions of the property will also be used for pasturing and riding horses.

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

- 1. The term of this lease shall be from the 18 day of May, 2010, to the 17 day of May, 2015.
- 2. As rent hereunder, Lessee shall pay the sum of \$400.00 per year said rent to be paid as follows: \$400 on or before May __, 2010 and \$400 per year for each year that this Lease is in effect, payment being due on or before February 1st of each succeeding year.
- 3. Lessee will be limited to conduct the following uses and activities on Lessor owned property;
 - a. Clear land in order to plow, cultivate and till the soil for the purposes of planting hay;
 - b. Seed, fertilize and water the land for the purposes of planting hay;
 - c. Cut, harvest and bale the hay on the land;
 - d. Ride and pasture horses on the property;
 - e. All activities must comply with State of Michigan Generally Accepted Agricultural Management Practices (GAAMPS)
 - f. Other activities may be permitted upon request and subject to approval by Lessor.

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4. Lessee shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of Lessor.
5. Lessee covenants and agrees that it shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of Lessor.
6. Lessee shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.
7. Lessor shall have the right to enter onto the property at any and all time during the term of this Lease, however, Lessor shall not disturb, destroy or damage any growing crops while on the premises.
8. Lessor may terminate this Lease upon sixty (60) days prior written notice to Lessee to be given only after the first full twelve (12) months of service under the five (5) year term. In the event Lessor elects to terminate this Lease while Lessee has crops planted on the Leased Premises, Lessee shall be permitted to continue cultivating the crops until they are harvested or until October 1st of the year of termination, whichever occurs first.
9. Lessee shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing. Further, Lessee shall keep all areas of the premises not planted with crops mowed and free of debris and refuse.
10. Lessee agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent Lessee from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.
11. If a default be made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by Lessee, it shall be lawful for Lessor, without notice, to declare the term ended and to remove and put out Lessee or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, Lessor shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of Lessor in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally

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- between Lessor and Lessee, after affording Lessee a reasonable amount for its costs and labor in connection with the crops.
12. Lessor does covenant that Lessee, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.
 13. In the event that any provision or portion of this agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this agreement shall not affect the validity or unenforceability of any other provision or portion of this agreement.
 14. Lessee shall indemnify and hold harmless Lessor, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said Lessor, its officers, employees and agents for and on account of any injuries or damages received or sustained by any party or parties by or from the negligent acts or omissions on the part of said Lessee, its servants, agents, employees and sub-contractors in doing the work and rendering the services herein contained and also from all claims of damage for infringement of any patent in filling this lease. The indemnification shall include attorney fees and costs and all other expenses incurred in the defense of any claim, suit or action of every kind and character. Provided, however, that this paragraph shall not be construed to include the reimbursement of attorney fees or expenses to any insurance carrier of Lessor for such matters, entered into the defense of any litigation on behalf of Lessor and retains an attorney and incurs costs and attorney fees and expenses by reason of such defense. Additionally, Lessee shall at all times indemnify and keep Lessor harmless from all just claims incurred by or contracted for by Lessee, including but not limited: claims of all employees and mechanics for labor that shall be performed; claims for payment of material and equipment.
 15. During the term of this Lease, Lessee shall maintain general liability insurance in the amount of three million damages and no cents (\$3,000,000.00) naming Lessor as an additional insurer. Lessee shall provide the Superior Township Clerk with a copy of the policy within 10 days of the execution of this Lease

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In witness whereof, the undersigned have set their hands this ____ day of May, 2010.

William J. Schofield, Jr.
Schofield
Date: May ____, 2010
____, 2010

Jennifer L.
Date: May

SUPERIOR CHARTER TOWNSHIP

By: William McFarlane
Its: Supervisor
Date: May ____, 2010

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

K. FIREFIGHTERS PERSONNEL ISSUE

Susan Mumm, Township Accountant, explained in her memo that it was recently discovered that the MERS pension plan has the incorrect hire date for firefighter Sanford. She recommended that the Township Board to authorize her to instruct MERS to correct the hire date for firefighter Sanford.

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It was moved by McKinney, seconded by Caviston, to authorize Township Accountant Susan Mumm to instruct the MERS pension plan to correct firefighter Sanford's hire date and to also correct his hire date in all other Township records.

The motion carried by an unanimous voice vote.

**L. MICHIGAN DEPARTMENT OF STATE CONTRACT FOR
SUBSCRIPTION DRIVING RECORD PROGRAM**

Supervisor McFarlane explained that the State of Michigan provides a service, at no cost to non-profit agencies, to provide participants with a driving record of employees when first enrolled and also whenever they receive a violation, restriction, suspension or revocation. The service requires the Township to sign a contractual agreement with the Michigan Department of State.

It was moved by McKinney, seconded by Lewis, for the Board to approve the Supervisor to sign the Michigan Department of State Subscription Service Program Governmental Accounts.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

11. PAYMENT OF BILLS

It was moved by Caviston, seconded by Lewis, that the bills be paid as submitted in the following amounts: General - \$1,950.00, Legal Defense – None to Submit; Law- \$11,156.65; and, Utilities- \$7,071.35 for a total of \$20,178.00. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

12. PLEAS AND PETITIONS

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There were no pleas or petitions.

13. ADJOURNMENT

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

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor