
LEFT SIDE OF
PACKET

Supervisor
 BRENDA L. STUMBO
Clerk
 KAREN LOVEJOY ROE
Treasurer
 LARRY J. DOE
Trustees
 JEAN HALL CURRIE
 STAN ELDRIDGE
 MIKE MARTIN
 DEE SIZEMORE



Treasurer's Office

7200 S. Huron River Drive
 Ypsilanti, MI 48197
 Phone: (734) 484-1002
 Fax: (734) 484-5155
 www.ytown.org

Interest Earned
04/01/10 - 06/30/10

| Institutions | Type of Investment | Interest Rate Average | Interest Earned |
|-------------------|------------------------------|-----------------------|-----------------|
| Bank of Ann Arbor | Moneymarket Fund | 0.54% | \$ 189.27 |
| Citizens Bank | Sweep Account | 0.30% | \$ 3,060.66 |
| Citizens Bank | Moneymarket Fund | 0.20% | \$ 2,519.51 |
| Bank of America | Government Money Market Fund | 0.01% | \$ 1.20 |
| Hunting Bank | Interest Checking | 0.50% | \$ 16,609.90 |
| Comerica Bank | Interest Checking | 0.35% | \$ 655.10 |
| Comerica Bank | Moneymarket Fund | 0.15% | \$ 0.88 |

DEPARTMENTAL REPORTS

14-B District Court
Revenue Report for the Month of: June 2010

General Account

| | |
|--------------------------------|--------------------------|
| Account Number | |
| Due to Washtenaw County | |
| (101-000-000-214.222) | <u>\$4,237.00</u> |

Due to State Treasurer

| | |
|--|----------------------------------|
| Civil Filing Fee Fund (MCL 600.171): | \$25,956.00 |
| State Court Fund (MCL 600.8371): | \$1,540.00 |
| Justice System Fund (MCL 600.181): | \$17,516.00 |
| Juror Compensation Reimbursement Fund: | |
| Civil Jury Demand Fee (MCL 600.8371): | \$10.00 |
| Drivers License Clearance Fees (MCL 257.321a): | \$1,680.00 |
| Crime Victims Rights Fund (MCL 780.905): | \$2,701.80 |
| Judgment Fee (Dept. of Natural Resources): | \$10.00 |
| | Total: <u>\$49,413.80</u> |

| | |
|----------------------------------|--------------------------|
| Due to Secretary of State | |
| (101-000-000-206.136) | <u>\$1,680.00</u> |

Due to Ypsilanti Township

| | |
|--|-----------------------------------|
| Court Costs (101-000-000-602.136): | \$51,937.43 |
| Civil Fees (101-000-000-603.136): | \$23,654.00 |
| Probation Fees (101-000-000-604.000): | \$4,842.00 |
| Ordinance Fines (101-000-000-605.001): | \$9,908.00 |
| Bond Forfeitures (101-000-000-605.003): | \$3,275.00 |
| Interest Earned (101-000-000-605.004): | \$59.61 |
| State Aid-Caseflow Assistance (101-000-602.544): | \$6,915.45 |
| Bank Charges (Expense - 101.136.000.957.000): | (\$442.31) |
| | Total: <u>\$100,149.18</u> |

| | |
|--|---------------------|
| Total to General Account - (101.000.000.004.136): | \$155,479.98 |
|--|---------------------|

Escrow Account

| | |
|---|---------------------------|
| (101-000-000-205.136) | |
| Court Ordered Escrow: | \$5,444.80 |
| Garnishment Proceeds: | \$2,359.36 |
| Bonds: | \$13,986.00 |
| Restitution: | \$2,993.70 |
| Total to Escrow Account - (101.000.000.205.136): | <u>\$24,783.86</u> |

14-B District Court

Monthly Disbursements

June 2010

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

June 2010 Disbursements:

| | |
|-------------------------------|---------------|
| Washtenaw County: | \$ 4,237.00 |
| State of Michigan: | \$ 49,413.80 |
| Secretary of State: | \$ 1,680.00 |
| Ypsilanti Township Treasurer: | \$ 100,149.18 |

TOTAL: \$155,479.98

| | | | |
|--------------------|-----------------------|----------------|----------|
| | | Year to Date | |
| | Prior Year Comparison | | |
| | | | |
| | | | |
| Month | Revenue | Revenue | Caseload |
| | 2009 | 2010 | 2010 |
| | | | |
| January | \$98,282.56 | \$78,790.17 | |
| February | \$107,378.19 | \$111,252.70 | |
| March | \$95,322.96 | \$121,161.65 | |
| April | \$106,424.11 | \$98,546.23 | |
| May | \$81,949.03 | \$76,483.46 | |
| June | \$89,835.89 | \$100,149.18 | |
| July | \$90,380.30 | | |
| August | \$99,714.85 | | |
| September | \$105,518.42 | | |
| October | \$86,701.10 | | |
| November | \$82,938.28 | | |
| December | \$75,926.51 | | |
| Caseload | 16,668 | | |
| Standardization | | | |
| Payment: | | \$45,724.00 | |
| Year-to Date | | | |
| <i>Totals:</i> | | \$632,107.39 | |
| Expenditure | | | |
| <i>Budget:</i> | | \$1,149,333.00 | |
| <i>Difference:</i> | | (\$517,225.61) | |

DOMESTIC VIOLENCE PROSECUTION REPORT

June 2010

To: Township of Ypsilanti Board of Trustees

From: McLain & Winters, Attorneys for the Charter Township of Ypsilanti

Date: July 7, 2010

Dear Board Members:

The following represents the Township Prosecuting Attorney's report regarding domestic violence activity for the month of May 2010:

| | May 2010 | Year to Date (2010) | Statistics for 2009 | Statistics Since 10/1999 |
|-------------------------------|----------|------------------------|------------------------|-----------------------------|
| Cases Submitted | 26 | 129 | 222 | 2800 |
| Cases Authorized | 9 | 50 | 58 | 1172 |
| Cases Denied | 16 | 74 | 143 | 628 |
| Cases Furthered | 1 | 4 | 16 | 185 |
| Cases Sent to the County | 0 | 2 | 5 | 59 |
| Defendant FTA-BW Requested | 0 | 13 | 32 | 179 |
| Pre-Trials Held | 11 | 53 | 82 | 1503 |
| Motions | 1 | 1 | 9 | 27 |
| Convictions-Total | 2 | 15 | 31 | 789 |
| Convictions-By Plea | 2 | 13 | 22 | --- |
| Convictions-By Trial | 0 | 5 | 9 | --- |
| Acquittals | | 0 | 5 | 68 |
| All Dismissals | 2 | 20 | 40 | 401 |
| Cases Reauthorized | 1 | 6 | 7 | 163 |
| Cases Not Reauthorized | 1 | 15 | 34 | 185 |
| Deferrals Considered | 8 | 22 | 27 | 398 |
| Conviction Rate* | | 100% | 86% | 92% |

* Based upon all cases taken to a conclusion

Respectfully Submitted,

McLain & Winters

CHARTER TOWNSHIP OF YPSILANTI

GREEN OAKS GOLF COURSE

MAINTENANCE DEPARTMENT

REPORT FOR THE MONTH OF JUNE, 2010

The month of June ended with several rain and wind storms.

The cups on the greens were changed four times a week.

The greens were mowed and rolled daily.

The tees and fairways were mowed three times a week.

The tee and green banks were mowed four times a week.

All of the rough was mowed twice a week.

Trash picked up daily and both restrooms are checked.

The flowers at the clubhouse and the tee boxes are watered and weeded.

We had several rain and wind storms during the month of June with a lot of trees and branches down. The areas were all cleaned and picked up.

A lightning strike occurred by the #11 green. The voltage ran underground, across different fairways, and damaged the irrigation controllers.

Vandals came across the golf course and destroyed a big area of #3 green. We replaced the pieces of green, but due to the time of year, the extreme heat will kill the turf. We will need to take plugs from other areas to repair it.

THE EQUIPMENT REPAIRS ARE:

Roughmower –Arm

Roughmower-Hub

Roughmower-Pulley

Roughmower-Broken blades

Roughmower-Broken belt

Z Mower/Bearing on deck.

Sand Pro-Lever for arm

Fairway mower-Battery

Greensmower-Reel bearing

Thank you,

Tim Smith

Superintendent

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Office of Community Standards

7200 S. Huron River Drive
Ypsilanti, MI 48197
www.ytown.org

TO: The Charter Township of Ypsilanti Board Members

FROM: Mark Giffin – Ordinance Administrator

RE: Monthly Report for June 2010

| ACTIVITIES: | # | YTD | 09 TD |
|---|----------|------------|--------------|
| NEW COMPLAINTS | 567 | 1594 | 1824 |
| INSPECTIONS | 1304 | 3389 | 3659 |
| NOTICE OF VIOLATIONS ISSUED | 327 | 915 | 762 |
| COMPLAINTS CLOSED | 752 | 1576 | 1650 |
| VEHICLES TAGGED 48 HOURS | 03 | 42 | 107 |
| MUNICIPAL CIVIL INFRACTION TICKETS ISSUED | 14 | 58 | 155 |
| PEDDLER PERMITS ISSUED | 2 | 6 | 6 |

ADDITIONAL STATISTICAL INFORMATION:

| | |
|---------------------------------------|--------|
| HOURS OF COMPLAINT INVESTIGATION..... | 235.08 |
| HOURS OF OFFICE FOLLOW-UP | 132.17 |
| HOURS OF COURT, TRAINING/MEETINGS ... | 11.00 |
| TOTAL OF HOURS WORKED | 378.25 |
| TOTAL OF MILES DRIVEN | 2236 |
| DAYS WORKED | |
| Mark Giffin | 22 |
| Bill Elling | 22 |

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**Department of
Community Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

MEMORANDUM

July 12, 2010

To: Township Board

From: Joe Lawson
Planning and Development Coordinator

Re: **Planning Division (OCS) June, 2010 report**

Please be advised of the following activities related to the Planning Department for June 2010.

Planning Commission Activity

In early May, the Planning Commission held a public hearing related to an ordinance text amendment to regulate where medical marijuana dispensaries and/or nurseries may be located within the Township. A recommendation was made to the Board and the ordinance was eventually passed to allow such uses within the I-1, light industrial district.

Since that time, the Planning Commission has scheduled two public hearings for the July 27, 2010 regular meeting to consider applications for said use within the Township. Both applications have been noted to have issues with the required 1,000 foot separation from another dispensary or residential use/structure. One application was presented to the Zoning Board of Appeals on July 7, 2010 requesting a variance from the 1,000-foot separation from a residential structure. After the public hearing, the ZBA tabled the request due to the lack of representation from the applicant. This item will be placed on the August 4, 2010 meeting.

Plans in Process

The Ypsilanti Area Federal Credit Union is currently under construction and is scheduled to be completed by early September.

The Dean Drive – Morgan Road Extension project has gone through two revisions since it received final approval earlier this spring. The most recent revision is currently awaiting final

approval from the MDNRE and the Washtenaw County Road Commission. The construction is scheduled to commence on August 1, 2010.

Zoning Board of Appeals

The regularly scheduled June meeting date was canceled due to a lack of agenda items. Once a meeting is scheduled, the Zoning Board will need to approve their 2010 schedule and elect officers for the coming year.

Committee Meetings

A number of Washtenaw Avenue redevelopment meetings have been held in past six weeks, including a public workshop that was held on the evening of July 8, 2010. This project continues to move forward and has gained the attention of local news agencies and a number of business owners along the corridor. A second public workshop is scheduled for the morning of July 15th at Paesano's at 7:30 a.m.

Administrative Items:

The Planning Department continues to work hand and hand with the Building and Ordinance departments on a number of nuisance abatement and zoning related cases throughout the Township. I have attended a number of hearings before various circuit court judges and with the help of our entire staff, we have been very successful in resolving a number of issues.

On June 14th, I attended a meeting with various County Officials, engineers along with Township representatives related to the various non-motorized paths to be constructed within the Township. A number of issues such as easements, location of the path and funding were discussed.

Please see the attached list of site plans and development are presently in the review and development process.

Please contact me at my office (734-544-3651) or by email at jlawson@ytown.org



| Residential | | | | | | |
|--------------------------------|--|--|---|---|--|--------------------|
| <u>Project</u> | <u>Type</u> | <u>Location</u> | <u>Status</u> | <u>Developer</u> | <u>Site Planner</u> | <u>Filing Date</u> |
| Aspen Ridge – PD | Single Family Attached- condo Multi-family, Commercial | Section 30 – 165 units -97 Single Family -68 Duplex -2 acres of commercial South-east corner of Textile and Munger 52.21 acres | Under Construction Lombardo Homes taking control of project as of 9-1-08 | Centex Homes 100 Galleria Officentre Ste 200 Southfield, MI 48034 248-233-8300 | \$170 - \$350k | |
| Brookview Park | Planned Development Single Family | Section 33 – 91 units Southeast corner of Merritt and Whittaker 75.4 acres | Preliminary Site Plan -Approved (3/27/07) Project on Hold | Diversified Properties Grp 28800 Orchard Lk Rd Farmington Hills, 48334 | Atwell-Hicks Inc 7927 Nemco Way Suite 100 Brighton, MI 48116 810-225-6000 Kevin Stanley | 2/1/06 |
| Creekside Farms Subdivision | Single Family Planned Development | Section 27 – 92 lots North side of Merritt Rd, east of Whittaker 49.33 acres \$280 - \$340k | Awaiting Preconstruction Meeting | Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-414-2038 | Atwell-Hicks Inc 500 Avis Dr. # 100 Ann Arbor, MI 48108 734-994-4000 | 7/19/00 |
| Creekside Village East | Single Family | Section 26 – 250 lots East side of Tuttle Hill and Merritt Rd 93.47 acres \$190 - \$250k | Phase I - Under Construction | Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300 | \$170 - \$250k | 12/15/99 |
| Creekside Village South | Planned Development Single Family | Section 34 – 181 lots West side of Tuttle Hill, South of Martz 62.26 acres \$170 - \$250k | Phase I - Under Construction | Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300 | \$150- 225k | 5/6/98 |



| Residential | | | | | | |
|---|--|--|---|--|---|-------------|
| Project | Type | Location | Status | Developer | Site Planner | Filing Date |
| Creekside Village West | Single Family | Section 27 – 197 lots West side of Tuttle Hill, North of Merritt 148.21 acres | Under Construction 28 Lots Remaining | Pulte Homes of Michigan 26622 Woodward Ave Suite 110 Royal Oak, MI 48067 248-546-2300 | \$240 - \$400k | |
| Crystal Ponds | Single Family Attached & Detached condos | Section 25 – 90 units East side of Bunton south of Textile 49.37 acres | Under Construction Taken over by Sterling Bank | New Dimensions 3220 Coolidge Berkley, MI 48072 248-584-3340 Bob George | \$75 - \$190 | |
| Lakewood Farms Mixed Use – PD | Single Family Site condo Duplex condo Attached- condo | Section 26 – 415 units Phase I – 72 attached condominium units Phase II – 343 site and duplex condos East side of Tuttle Hill Btwn Textile & Merritt 254 acres \$170 - \$300+k | Infrastructure has been installed though no homes are scheduled to be constructed at this time. Foreclosed upon by Bank of America | Westminster & Abby 30100 Telegraph Rd Ste 100 Bingham Farms, MI 48025 248-203-2121 | Atwell-Hicks Inc 500 Avis Dr.# 100 Ann Arbor, MI 48108 734-994-4000 Jason Van Ryn | 3/3/00 |
| Latter Rain Ministries | Church -15,026 sqft Parsonage Senior Housing -55 units Attached Condos -7 units | Section 7 Northeast corner of Hewitt Rd and Ellsworth 11.02 acres | Senior Housing -Complete Attached Condos -On Hold | Latter Rain Ministries COGIC, Inc. 1616 Foley Ypsilanti, MI 48197 Melvin T. Walls – Pastor | N/A | |
| Paint Creek Park – Condos (Hunters Ridge) | PD – Duplex Condos | Section 20 – 50 units | Project on Hold Dean Dr. scheduled to be constructed August 2010 | Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check | Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200 | 3/30/98 |



| Residential | | | | | | |
|------------------------------------|--|--|---|---|---|--------------------|
| <u>Project</u> | <u>Type</u> | <u>Location</u> | <u>Status</u> | <u>Developer</u> | <u>Site Planner</u> | <u>Filing Date</u> |
| Paint Creek Crossing – Residential | PD – Single & Multi-family Residential | Section 20 – 235 units 113 acres | Project on Hold | Stonegate Associates 2585 Sunnyknowl Berkley, MI 48072 Joseph Check | Wolverine Engineering 312 North Street Mason, MI 48854 517-676-9200 | 3/30/98 |
| Pine View Golf Estates North III | Single Family | Section 20 – 35 units North side of Textile, west of Stony Creek | Phase III -Under Construction one lot remains | Barizzini & Rose LLC 7743 Huron River Dr. Dexter, MI 48130 734-426-0500 | \$300 - \$400k | |
| Rivergrove Village | Single Family Attached – condo | Section 24 – 175 units Intersection of Grove & Bridge Rd 38.06 acres | Under Construction - Remaining Units on Hold | BRG Development 17117 W. Nine Mile Suite 1100 Southfield, MI 48075 734-669-2959 | \$120-\$220k | |
| Tremont Park Phase II | Single Family | Section 35 – 188 units North side of Martz, west of Bunton | Phase II – 91 units -Under Construction Remaining lots purchased by Grand Sakwa in Dec. 2008 | Tremont Park Associates 27774 Franklin Rd Southfield, MI 48034 248-594-0951 Jeff Brown | \$170 - \$300 | |
| West Grove Site Condos | Single-Family Site Condo | Section 24 – 40 units Northwest corner of Grove and Ide 14.2 acres | Preliminary Site Plan -Approved (5/17/05) -Extension (2/2/10) Detailed Engineering -Pending (2/3/07) | Grove Road, LLC Sherman Farber Development 5994 Red Coat Lane West Bloomfield, 48322 248-855-6065 | Atwell-Hicks Inc 500 Avis Dr. Suite 100 Ann Arbor, MI 48108 Mark Pascoe 734-994-4000 | 8/26/04 |
| Whispering Meadows II | Planned Development -Single Family | Section 27 – 217 units West side of Tuttle Hill, south of Textile | Phase II – 102 units -Under Construction Beginning turnover of remaining 31 lots to Windmill Homes. | RDK Homes 1409 Plymouth Rd Suite 280 Plymouth, MI 48170 734-495-3017 Robert Kime | \$160 - \$270k | |



| <u>Project</u> | <u>Type</u> | <u>Location</u> | <u>Status</u> | <u>Developer</u> | <u>Site Planner</u> | <u>Filing Date</u> |
|--------------------------------|--|--|---|---|---|--------------------|
| Nonresidential | | | | | | |
| American Legion Post 282 | 6,100 sqft lodge | Section 10 – 1085 E. Michigan Ave North side of Michigan btwn Ecorse and Harris | Preliminary Site Plan -Approved (10/27/09) Detailed Engineering -Approved (3/26/10) | American Legion Post 282 Joe Jannick Ypsilanti, MI 48197 | John Adams & Assoc. Ypsilanti, MI 48197 | 9/8/09 |
| Burning Bush Church Addition | 13,465 sqft addition to existing facility | Section 11 – 2069 Tyler Road North side of Tyler west of Desoto | Preliminary Site Plan -Extension (6/22/10) Detailed Engineering -Approved (11/12/08) Awaiting PreCon | Burning Bush Church Of God in Christ 2069 Tyler Road Ypsilanti, MI 48198 Don Shelby Jr. | The Shirkey Company 1340 Market Avenue Canton, OH 44714 330-455-2672 | 11/6/07 |
| First Free Will Baptist Church | 6,702 sqft addition to existing facility | Section 3 – 1244 Holmes Rd South side of Holmes west of Ford Blvd | Project on Hold | First Free Will Baptist 1244 Holmes Rd Ypsilanti, MI 48198 | Davenport Brothers 301 Industrial Pk Dr. Belleville, MI 48111 734-697-2994 | 8/17/04 |
| MichCon | Natural gas compressor station | Section 1 – 3020 E. Michigan Avenue South side of Michigan west of Rawsonville | Awaiting Final Inspection | //DTE Energy 2000 Second Avenue Detroit, MI 48226 | Basic Systems Inc. 10901 Clay Pike Rd Derwent, OH 47433 | 8/5/08 |
| Round Haus Addition | 5,815 sqft addition to the existing 3,302 building | Section 24 5970 Bridge Road Northwest corner of Textile and Bridge Road 1.07 acres | Spring 2010 Construction | Round Haus Pizza & Party Shoppe 5970 Bridge Road Ypsilanti, Mi 48197 | Vitens Engineering 44275 Brandywyne Canton, MI 48187 734-453-3460 | 4/20/09 |
| Speedway Gas Station | Demolish and reconstruct 3,936 sqft gas station | Section 10 1395 E. Michigan Northwest corner of East Michigan and Harris 0.77 acre site | Preliminary Site Plan -Pending (11/27/07) Project on Hold | Speedway/SuperAmerica 500 Speedway Dr Springfield, OH 45501 937-864-3000 | Marathon Ashland Petroleum LLC 539 S. Main St Findlay, OH 45840 419-422-2121 | 11/27/07 |

Proposed/Active Projects for Ypsilanti Township – July 2010



| <u>Project</u> | <u>Type</u> | <u>Location</u> | <u>Status</u> | <u>Developer</u> | <u>Site Planner</u> | <u>Filing Date</u> |
|-----------------------------|--|--|---|---|--|--------------------|
| Nonresidential | | | | | | |
| Stadium Trophy | Site Improvements and building addition | Section 06 – 1886 Packard Corner of Kewanee and Packard | Under Construction | Stadium Trophy 1886 Packard Rd Ypsilanti, MI 48197 | CRS Plymouth, MI 48187 | 9/27/09 |
| Walgreens/KC Daycare | 13,580 sqft pharmacy and 4,600 sqft daycare facility | Section 21 Near the intersection of Stony Creek and Whittaker Road 5.82 acre site | Project on Hold Extension Approved 1/26/10 | WG Ypsilanti, LLC 255 E. Brown Street, Suite 105 Birmingham, MI 48009 | Wade Trim 3933 Monitor Road Bay City, MI 48707 | 7/10/08 |
| Ypsilanti Area Credit Union | 1,584 sqft branch building | Section 21 Located on the east side of Whittaker south of S. Huron River Drive 2.0 acres | Under Construction | Tracker Properties LLC 33533 W. Twelve Mile Farmington Hills, 48331 2248-324-9315 Earl McHugh | Washtenaw Engineering 3250 W. Liberty Ann Arbor, MI 48106 734-761-8800 | 9/17/08 |
| Zeer Security | 1,644 sqft addition to existing retail building | Section 6 – 2997 Washtenaw Ave s/e corner of Washtenaw and Golfside | Bonds requested to complete work NOV Issued | Eddie Zeer 23999 W. 10 Mile Southfield, 48034 248-304-1900 | Engineering Services Inc 32300 Schoolcraft Livonia, MI 48150 734-525-7330 | 1/4/08 |



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

July 8, 2010

Clerk Karen Lovejoy-Roe
Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

Dear Ms. Lovejoy-Roy

Attached you will find the June 2010 Ypsilanti Township Police Services Report. Please accept this at your next board meeting scheduled for Tuesday, July 22, 2010. Please contact me with any questions or concerns.

If you require additional information please contact me and I will provide you with the necessary information.

Sincerely,

Jim Anuszkiewicz
Lieutenant



Washtenaw County Sheriff's Activity Log

07/06/2010

12:20:53PM

Activity Log Area Summary Report

Area: 20 - Ypsilanti Twp.

Date Range: 6/1/2010 - 6/30/2010

CSO/ACO/Support Staff Log

| | | | | |
|-----------------------------|----|----------------|------|---------|
| Total Administrative Duty: | 51 | for a total of | 2595 | minutes |
| Total Court (Regular Time): | 2 | for a total of | 235 | minutes |
| Total Follow-Up: | 18 | for a total of | 710 | minutes |
| Total Proactive Patrol: | 23 | for a total of | 820 | minutes |
| Total Special Detail: | 1 | for a total of | 105 | minutes |
| Total Service Requests: | 75 | for a total of | 3580 | minutes |

| | | | | |
|---|------------|--|--------------|-------------------------------|
| Total Records, Minutes and equivalent Hours: | 171 | | 8,075 | = 134 hours 35 minutes |
|---|------------|--|--------------|-------------------------------|

Deputy Log

| | | | | |
|--------------------------------|------|----------------|-------|---------|
| Total Traffic Stop: | 550 | for a total of | 8830 | minutes |
| Total Administrative Duty: | 700 | for a total of | 17723 | minutes |
| Total Briefing: | 522 | for a total of | 10318 | minutes |
| Total Court (Regular Time): | 27 | for a total of | 2590 | minutes |
| Total Court (Overtime): | 35 | for a total of | 4350 | minutes |
| Total Community Relations: | 89 | for a total of | 2250 | minutes |
| Total Follow-Up: | 621 | for a total of | 29357 | minutes |
| Total Proactive Patrol: | 1276 | for a total of | 25413 | minutes |
| Total Special Detail: | 75 | for a total of | 3315 | minutes |
| Total Selective Enforcement: | 667 | for a total of | 13030 | minutes |
| Total Self-Initiated Activity: | 113 | for a total of | 6825 | minutes |
| Total Service Requests: | 2191 | for a total of | 87384 | minutes |
| Total Training: | 5 | for a total of | 1010 | minutes |
| Total Other: | 11 | for a total of | 245 | minutes |
| Total Service Request Assist: | 462 | for a total of | 14415 | minutes |
| Total Property Check: | 137 | for a total of | 2520 | minutes |
| Total Court Off-Duty: | 20 | for a total of | 2685 | minutes |

| | | | | |
|---|--------------|--|----------------|-------------------------------|
| Total Records, Minutes and equivalent Hours: | 8,146 | | 241,080 | = 4018 hours 0 minutes |
|---|--------------|--|----------------|-------------------------------|

Detective Log

| | | | | |
|--------------------------------|-----|----------------|-------|---------|
| Total Traffic Stop: | 1 | for a total of | 25 | minutes |
| Total Administrative Duty: | 3 | for a total of | 35 | minutes |
| Total Briefing: | 1 | for a total of | 15 | minutes |
| Total Court (Regular Time): | 3 | for a total of | 420 | minutes |
| Total Follow-Up: | 153 | for a total of | 23800 | minutes |
| Total Proactive Patrol: | 3 | for a total of | 70 | minutes |
| Total Selective Enforcement: | 1 | for a total of | 20 | minutes |
| Total Self-Initiated Activity: | 2 | for a total of | 330 | minutes |
| Total Service Requests: | 12 | for a total of | 1745 | minutes |
| Total Other: | 7 | for a total of | 315 | minutes |
| Total Service Request Assist: | 2 | for a total of | 60 | minutes |

| | | | | |
|---|------------|--|---------------|-------------------------------|
| Total Records, Minutes and equivalent Hours: | 193 | | 26,865 | = 447 hours 45 minutes |
|---|------------|--|---------------|-------------------------------|

General Fund Patrol

| | | | | |
|--------------------------------|----|----------------|-----|---------|
| Total Traffic Stop: | 8 | for a total of | 105 | minutes |
| Total Administrative Duty: | 1 | for a total of | 20 | minutes |
| Total Briefing: | 5 | for a total of | 85 | minutes |
| Total Court (Regular Time): | 1 | for a total of | 60 | minutes |
| Total Community Relations: | 1 | for a total of | 15 | minutes |
| Total Follow-Up: | 14 | for a total of | 940 | minutes |
| Total Proactive Patrol: | 13 | for a total of | 200 | minutes |
| Total Special Detail: | 1 | for a total of | 85 | minutes |
| Total Selective Enforcement: | 4 | for a total of | 95 | minutes |
| Total Self-Initiated Activity: | 5 | for a total of | 230 | minutes |
| Total Service Requests: | 20 | for a total of | 825 | minutes |
| Total Service Request Assist: | 4 | for a total of | 115 | minutes |

Total Records, Minutes and equivalent Hours: **80** **2,805** = **46 hours 45 minutes**

Secondary Road Patrol Log

| | | | | |
|-------------------------------|----|----------------|------|---------|
| Total Traffic Stop: | 4 | for a total of | 35 | minutes |
| Total Administrative Duty: | 1 | for a total of | 45 | minutes |
| Total Court (Regular Time): | 5 | for a total of | 470 | minutes |
| Total Community Relations: | 1 | for a total of | 10 | minutes |
| Total Follow-Up: | 41 | for a total of | 2635 | minutes |
| Total Out of Service: | 1 | for a total of | 120 | minutes |
| Total Proactive Patrol: | 14 | for a total of | 225 | minutes |
| Total Service Requests: | 16 | for a total of | 1775 | minutes |
| Total Service Request Assist: | 4 | for a total of | 55 | minutes |

Total Records, Minutes and equivalent Hours: **89** **5,430** = **90 hours 30 minutes**

Superior/Ypsi Collaboration

| | | | | |
|------------------------------|---|----------------|----|---------|
| Total Selective Enforcement: | 1 | for a total of | 30 | minutes |
|------------------------------|---|----------------|----|---------|

Total Records, Minutes and equivalent Hours: **1** **30** = **0 hours 30 minutes**

Supervisor Log

| | | | | |
|--------------------------------|-----|----------------|-------|---------|
| Total Traffic Stop: | 5 | for a total of | 75 | minutes |
| Total Administrative Duty: | 408 | for a total of | 20805 | minutes |
| Total Briefing: | 31 | for a total of | 690 | minutes |
| Total Community Relations: | 31 | for a total of | 640 | minutes |
| Total Follow-Up: | 17 | for a total of | 975 | minutes |
| Total Proactive Patrol: | 226 | for a total of | 6430 | minutes |
| Total Special Detail: | 1 | for a total of | 30 | minutes |
| Total Selective Enforcement: | 54 | for a total of | 1120 | minutes |
| Total Self-Initiated Activity: | 31 | for a total of | 495 | minutes |
| Total Service Requests: | 65 | for a total of | 2220 | minutes |
| Total Training: | 2 | for a total of | 100 | minutes |
| Total Other: | 1 | for a total of | 15 | minutes |
| Total Service Request Assist: | 108 | for a total of | 4715 | minutes |
| Total Property Check: | 8 | for a total of | 200 | minutes |

Total Records, Minutes and equivalent Hours: **1,042** **39,740** = **662 hours 20 minutes**



Washtenaw County Sheriff's Activity Log

07/06/2010

12:22:40PM

Activity Log Area Summary - Deputy Join Report

* * * **DRAFT** * * *

Area: 20 - Ypsilanti Twp.

Date Range: 6/1/2010 - 6/30/2010

Deputy Log

140 Logs

| | | | | |
|--------------------------------|-----|----------------|-------|---------|
| Total Traffic Stop: | 110 | for a total of | 1995 | minutes |
| Total Administrative Duty: | 121 | for a total of | 2547 | minutes |
| Total Briefing: | 101 | for a total of | 2168 | minutes |
| Total Court (Overtime): | 1 | for a total of | 120 | minutes |
| Total Community Relations: | 16 | for a total of | 260 | minutes |
| Total Follow-Up: | 160 | for a total of | 5750 | minutes |
| Total Proactive Patrol: | 300 | for a total of | 6665 | minutes |
| Total Special Detail: | 23 | for a total of | 840 | minutes |
| Total Selective Enforcement: | 192 | for a total of | 3740 | minutes |
| Total Self-Initiated Activity: | 38 | for a total of | 1945 | minutes |
| Total Service Requests: | 546 | for a total of | 19475 | minutes |
| Total Training: | 1 | for a total of | 240 | minutes |
| Total Service Request Assist: | 102 | for a total of | 3245 | minutes |
| Total Property Check: | 32 | for a total of | 755 | minutes |
| Total Court Off-Duty: | 1 | for a total of | 120 | minutes |

| | | | | | | |
|---|--------------|--|---------------|----------|------------------|-------------------|
| Total Records, Minutes and equivalent Hours: | 2,064 | | 51,655 | = | 860 hours | 55 minutes |
|---|--------------|--|---------------|----------|------------------|-------------------|

Detective Log

2 Logs

| | | | | |
|--------------------------------|---|----------------|-----|---------|
| Total Traffic Stop: | 1 | for a total of | 25 | minutes |
| Total Administrative Duty: | 3 | for a total of | 35 | minutes |
| Total Briefing: | 1 | for a total of | 15 | minutes |
| Total Follow-Up: | 3 | for a total of | 100 | minutes |
| Total Proactive Patrol: | 3 | for a total of | 70 | minutes |
| Total Selective Enforcement: | 1 | for a total of | 20 | minutes |
| Total Self-Initiated Activity: | 1 | for a total of | 240 | minutes |
| Total Service Requests: | 8 | for a total of | 155 | minutes |
| Total Service Request Assist: | 2 | for a total of | 60 | minutes |

| | | | | | | |
|---|-----------|--|------------|----------|-----------------|------------------|
| Total Records, Minutes and equivalent Hours: | 27 | | 720 | = | 12 hours | 0 minutes |
|---|-----------|--|------------|----------|-----------------|------------------|

| | | | | | | |
|--|--------------|--|---------------|----------|------------------|-------------------|
| Combined Total Records, Minutes and equivalent Hours: | 2,091 | | 52,375 | = | 872 hours | 55 minutes |
|--|--------------|--|---------------|----------|------------------|-------------------|

142 Total Logs

Incident Summary Report

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 1 | NOT FOUND | 1 |
| 210 | CSC I - PENETRATION - P/V - FORCE | 1 |
| 310 | ROBBERY WITH FIREARM | 1 |
| 318 | ROBBERY WITH OTHER WEAPON | 1 |
| 320 | ROBBERY - STRONG-ARM | 1 |
| 410 | ASSAULT WITH A FIREARM | 1 |
| 430 | ASSAULT - OTHER WEAPON | 9 |
| 440 | ASSAULT WITH HANDS - FISTS - FEET | 4 |
| 450 | ASSAULT AND BATTERY | 41 |
| 460 | INTIMIDATION / THREAT | 18 |
| 463 | AGGRAVATED STALKING - MISDEMEANOR | 1 |
| 499 | ASSAULT (ALL OTHER) | 6 |
| 510 | BURGLARY - HOME INVASION - 1ST DEGREE | 26 |
| 512 | BURGLARY - FORCE - NON-RESIDENTIAL | 2 |
| 521 | BURGLARY - NO FORCE - RESIDENTIAL | 6 |
| 522 | BURGLARY - NO FORCE - NON-RESIDENTIAL | 1 |
| 633 | RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY | 3 |
| 634 | RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM | 3 |
| 636 | RETAIL FRAUD III MISD | 3 |
| 643 | LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B) | 16 |
| 670 | IN A BUILDING | 1 |
| 680 | FROM COIN MACHINE | 2 |
| 699 | LARCENY - ALL OTHER | 30 |
| 710 | AUTOMOBILE (CAR) THEFT | 24 |
| 799 | ALL OTHER VEHICLE | 1 |
| 914 | PARENTAL KIDNAPPING | 1 |
| 1115 | FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE | 4 |
| 1120 | CONFIDENCE GAMES | 1 |
| 1177 | RETAIL FRAUD III (MISRP PRICE) | 1 |
| 1199 | ALL OTHER | 11 |
| 1330 | STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING | 1 |
| 1340 | STOLEN AUTO - REPORTED BY OTHER JURIS | 1 |
| 1410 | MDOP - MALICIOUS DESTRUCTION OF PROPERTY | 40 |
| 1506 | CONCEALED WEAPONS - ALL OTHER | 2 |
| 1599 | ALL OTHER VIOLATIONS | 1 |
| 1610 | PROSTITUTION AND VICE | 1 |
| 1718 | PEEPING TOM | 1 |
| 1720 | INDECENT EXPOSURE | 3 |
| 1814 | CRACK COCAINE - USE / POSSESS | 4 |
| 1821 | MARIJUANA - USE / POSSESS | 2 |
| 1834 | HEROIN - USE / POSSESS | 1 |
| 1853 | OTHER NARCOTIC - USE / POSSESS | 8 |
| 1875 | NARCOTIC EQUIPMENT / DEVICE VIOLATIONS | 1 |

Incident Summary Report

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 1999 | ALL OTHER | 1 |
| 2022 | CRUELTY / NEGLECT - OTHER | 2 |
| 2115 | OUI LIQUOR - includes per se | 2 |
| 2116 | SECOND OFFENSE | 3 |
| 2125 | OUI DRUGS | 1 |
| 2205 | ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH | 1 |
| 2315 | CONTEMPT OF COURT - BENCH WARRANT - FTCJ | 3 |
| 2316 | PROBATION VIOLATION | 2 |
| 2324 | ALTERED I.D. - DISPLAY / POSSESS | 1 |
| 2397 | OBSTRUCT JUSTICE - OTHER | 2 |
| 2399 | OBSTRUCT POLICE - OTHER | 3 |
| 2405 | DISORDERLY CONDUCT | 74 |
| 2440 | PUBLIC NUISANCE | 108 |
| 2443 | OBSCENE TELEPHONE CALLS | 2 |
| 2454 | CURFEW VIOLATION | 7 |
| 2456 | LOITERING - 17 YEARS AND OLDER | 3 |
| 2499 | DISORDERLY - ALL OTHER | 34 |
| 2545 | FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH | 17 |
| 2551 | FALSE FIRE ALARM | 1 |
| 2560 | TRESPASS | 5 |
| 2568 | PURCHASE CIGARETTES | 1 |
| 2614 | INVASION OF PRIVACY - OTHER | 1 |
| 2689 | ANIMALS AT LARGE | 23 |
| 2691 | CONSERVATION LAWS | 3 |
| 2694 | CIVIL RIGHTS VIOLATIONS | 1 |
| 2697 | ANIMAL CRUELTY 4 YR FEL | 1 |
| 2701 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 2 |
| 2702 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 1 |
| 2756 | LOCAL ORDINANCES - SOLICITOR / PEDDLERS ORDINANCES | 4 |
| 2780 | LOCAL ORDINANCES - OPEN FOR ANY | 5 |
| 2785 | LOCAL ORDINANCES - OPEN FOR ANY | 1 |
| 2820 | RUNAWAY | 9 |
| 2822 | LOST / MISSING JUVENILE | 3 |
| 2825 | INCORRIGIBILITY | 2 |
| 2840 | MALICIOUS MISCHIEF | 3 |
| 2899 | ALL OTHER | 71 |
| 2925 | RECKLESS DRIVING | 2 |
| 2931 | OPS LICENSE SUSPENDED / REVOKED | 6 |
| 2933 | VEHICLE REGISTRATION - IMPROPER / EXPIRED | 1 |
| 2934 | VEHICLE INSURANCE - NONE / EXPIRED | 1 |
| 2935 | DWLS 2ND | 6 |
| 2999 | ALL OTHER | 6 |
| 3010 | FELONY | 6 |

Incident Summary Report

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|---|-------|
| 3020 | MISDEMEANOR | 31 |
| 3040 | FELONY - O/JURIS | 7 |
| 3050 | MISDEMEANOR - O/JURIS | 9 |
| 3070 | CIVIL / FRIEND OF THE COURT | 1 |
| 3104 | ACC, ANGLE | 1 |
| 3105 | ACC, REAR END | 2 |
| 3113 | ACC, INJURY TYPE B | 1 |
| 3114 | ACC, INJURY TYPE C | 2 |
| 3145 | TRAFFIC CRASHES - PROPERTY DAMAGE | 64 |
| 3148 | MOTOR VEHICLE - ANIMAL | 1 |
| 3150 | PROPERTY DAMAGE - H & R | 13 |
| 3155 | PERSONAL INJURY | 10 |
| 3159 | BICYCLE - PERSONAL INJURY | 1 |
| 3160 | PERSONAL INJURY - H & R | 1 |
| 3170 | PRIVATE PROPERTY | 2 |
| 3173 | PRIVATE PROPERTY - OPEN | 1 |
| 3175 | PRIVATE PROPERTY - H & R | 4 |
| 3205 | SUDDEN DEATH - NATURAL | 2 |
| 3208 | DEATH INVESTIGATION - CAUSE UNKNOWN | 2 |
| 3215 | SUICIDE - ADULT | 3 |
| 3217 | ATTEMPT SUICIDE - ADULT | 2 |
| 3250 | MENTAL | 26 |
| 3299 | WELFARE CHECK | 27 |
| 3310 | FAMILY TROUBLE | 108 |
| 3311 | CUSTOMER TROUBLE | 19 |
| 3312 | NEIGHBORHOOD TROUBLE | 25 |
| 3314 | MISSING PERSONS | 8 |
| 3316 | LOST PROPERTY | 3 |
| 3318 | FOUND PROPERTY | 4 |
| 3319 | FOUND BICYCLE | 1 |
| 3320 | OPEN BUILDINGS | 4 |
| 3324 | SUSPICIOUS CIRCUMSTANCES | 187 |
| 3326 | SUSPICIOUS VEHICLES | 15 |
| 3328 | SUSPICIOUS PERSONS | 170 |
| 3330 | ASSIST OTHER LAW ENFORCEMENT AGENCY | 31 |
| 3331 | ASSIST MEDICAL | 76 |
| 3332 | ASSIST FIRE DEPT | 2 |
| 3333 | ASSIST MOTORIST | 11 |
| 3334 | ASSIST OTHER GOVT AGENCY | 5 |
| 3336 | ASSIST CITIZEN | 90 |
| 3337 | ASSIST CITIZEN - VEH LOCKOUT | 1 |
| 3338 | ARREST ASSIST - OTHER AGENCY | 1 |
| 3344 | RECOVERED STOLEN VEHICLE - OTHER JURISDICTION | 1 |

Incident Summary Report

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|------------------------------|-------|
| 3345 | ACCIDENTAL PROPERTY DAMAGE | 2 |
| 3351 | CIVIL - LANDLORD / TENANT | 19 |
| 3355 | CIVIL MATTER - OTHER | 60 |
| 3399 | ALL OTHER | 3 |
| 3414 | ASSIST BOATERS | 1 |
| 3478 | MISCELLANEOUS ORV COMPLAINTS | 1 |
| 3501 | OPEN GENERIC | 75 |
| 3505 | OPEN GENERIC | 4 |
| 3508 | OPEN GENERIC | 12 |
| 3509 | OPEN GENERIC | 35 |
| 3511 | OPEN GENERIC | 1 |
| 3523 | OPEN GENERIC | 85 |
| 3524 | OPEN GENERIC | 10 |
| 3525 | OPEN GENERIC | 1 |
| 3531 | OPEN GENERIC | 1 |
| 3596 | OPEN GENERIC | 5 |
| 3597 | OPEN GENERIC | 43 |
| 3599 | OPEN GENERIC | 15 |
| 3702 | ROAD HAZARD | 37 |
| 3704 | ABANDONED AUTO | 15 |
| 3708 | PRIVATE IMPOUND | 37 |
| 3728 | PARKING COMPLAINT | 10 |
| 3799 | TRAFFIC MISC | 7 |
| 3803 | ANIMAL - BARKING DOG | 19 |
| 3804 | ANIMAL COMPLAINT | 35 |
| 3808 | ANIMAL BITE / SCRATCH | 21 |
| 3812 | ANIMAL PICK-UP - ALIVE | 8 |
| 3902 | BURGLARY ALARM | 143 |
| 3904 | OPEN | 7 |
| 3907 | PANIC ALARM | 14 |
| 3909 | DURESS ALARM | 1 |
| 3910 | VEHICLE | 1 |
| 4054 | FAIL TO STOP FOR SCHOOL BUS | 3 |
| 4105 | EQUIPMENT | 1 |
| 4222 | ABANDONED MOTOR VEHICLE | 2 |
| 5170 | FALSE CALL I / I / C / F | 2 |
| 6012 | TRAFFIC CONTROL | 1 |
| 6018 | VEHICLE INSPECTIONS | 2 |
| 6065 | MISCELLANEOUS DETAILS | 1 |
| 6072 | PRISONER TRANSPORT | 1 |
| 6088 | POLICE TRAINING | 2 |
| 6199 | OTHER | 70 |
| 6310 | K-9 TRACKING | 3 |

Incident Summary Report

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|---------------------------|-------|
| 6501 | INSPECTION | 1 |
| 6507 | PATROL | 3 |
| 6701 | FOLLOW-UP INVEST - FIELD | 4 |
| Grand Total: | | 2,517 |

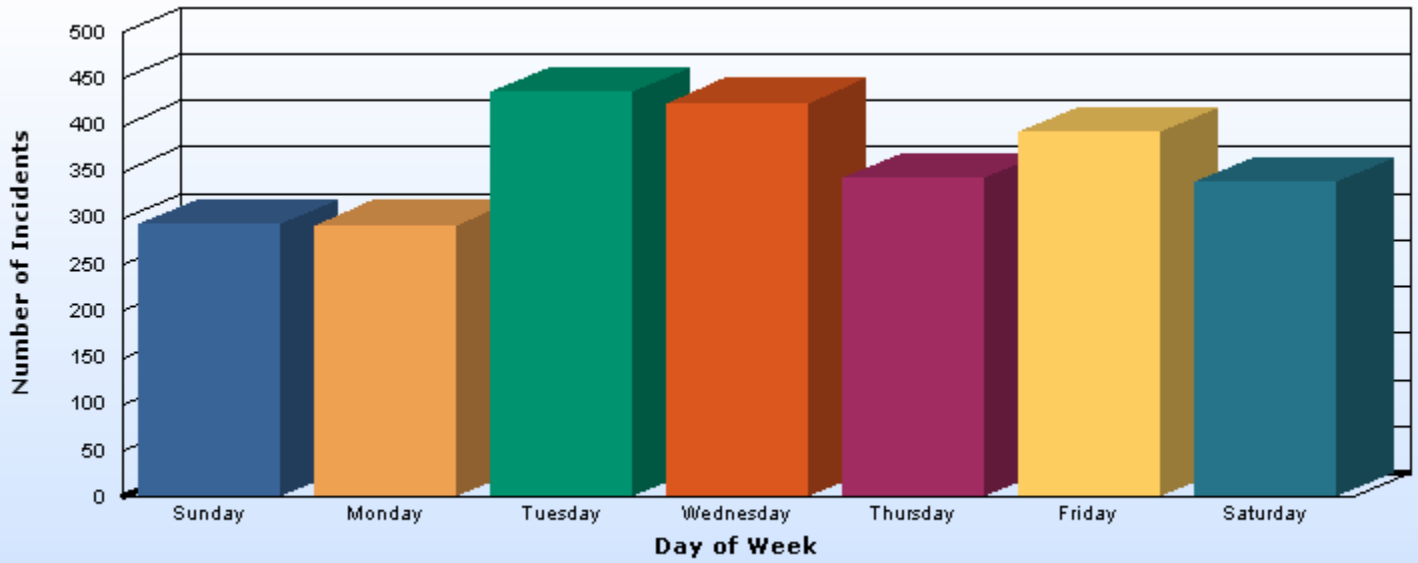
Number of Incidents by Day

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010



■ Sunday
 ■ Monday
 ■ Tuesday
 ■ Wednesday
 ■ Thursday
 ■ Friday
 ■ Saturday

| Day of Week | Count |
|-------------|-------|
| Sunday | 293 |
| Monday | 292 |
| Tuesday | 435 |
| Wednesday | 423 |
| Thursday | 343 |
| Friday | 392 |
| Saturday | 339 |

Total 2,517

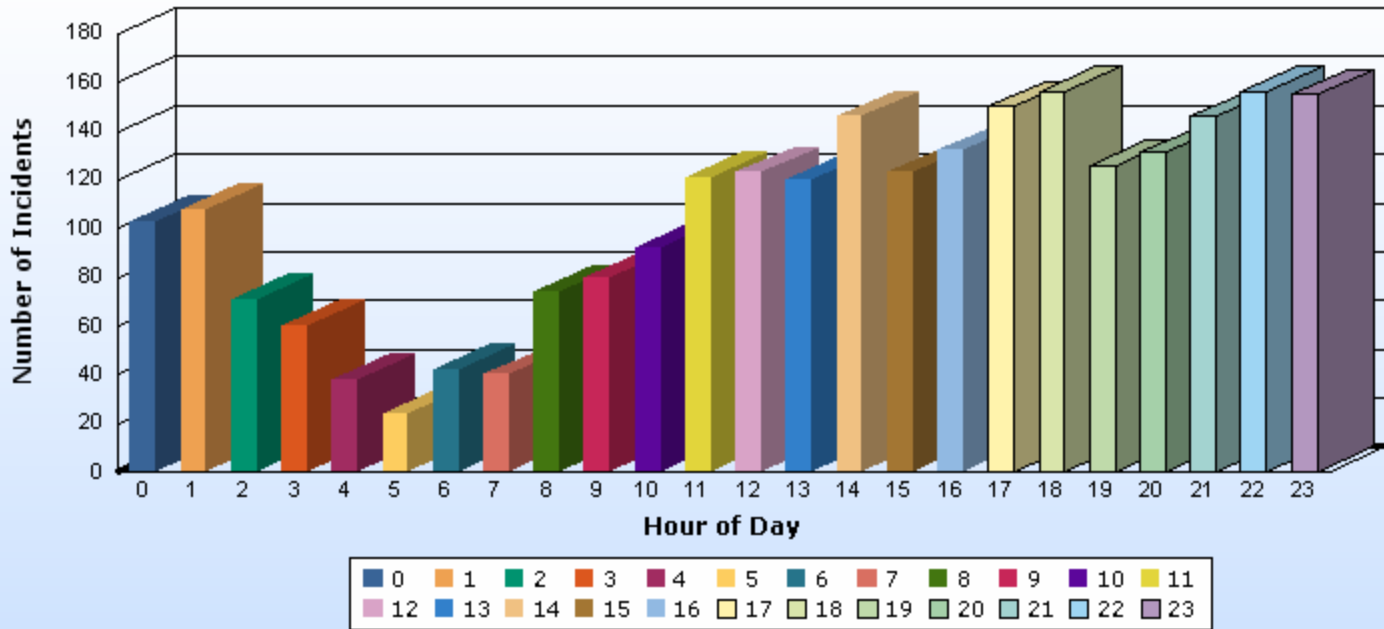
Number of Incidents by Time

Report Description

Timeframe : From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : INCIDENT SUMMARY JUNE 2010



| Hour of Day | Count |
|--------------|--------------|
| 0:00 | 103 |
| 1:00 | 108 |
| 2:00 | 71 |
| 3:00 | 60 |
| 4:00 | 38 |
| 5:00 | 24 |
| 6:00 | 42 |
| 7:00 | 40 |
| 8:00 | 74 |
| 9:00 | 80 |
| 10:00 | 92 |
| 11:00 | 121 |
| 12:00 | 123 |
| 13:00 | 120 |
| 14:00 | 146 |
| 15:00 | 123 |
| 16:00 | 132 |
| 17:00 | 150 |
| 18:00 | 156 |
| 19:00 | 126 |
| 20:00 | 131 |
| 21:00 | 146 |
| 22:00 | 156 |
| 23:00 | 155 |
| Total | 2,517 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 1 | NOT FOUND | 1 |
| 210 | CSC I - PENETRATION - P/V - FORCE | 10 |
| 212 | CSC III - PENETRATION - P/V - FORCE | 3 |
| 215 | CSC I - SODOMY - O/A - FORCE | 2 |
| 216 | CSC III - SODOMY - O/A - FORCE | 1 |
| 225 | CSC II - FONDLING - FORCE | 3 |
| 226 | CSC IV - FONDLING - FORCE | 7 |
| 310 | ROBBERY WITH FIREARM | 11 |
| 318 | ROBBERY WITH OTHER WEAPON | 6 |
| 320 | ROBBERY - STRONG-ARM | 8 |
| 399 | ROBBERY / CAR-JACKING - OTHER | 2 |
| 410 | ASSAULT WITH A FIREARM | 10 |
| 430 | ASSAULT - OTHER WEAPON | 58 |
| 440 | ASSAULT WITH HANDS - FISTS - FEET | 16 |
| 450 | ASSAULT AND BATTERY | 235 |
| 460 | INTIMIDATION / THREAT | 99 |
| 462 | AGGRAVATED STALKING - FELONY | 1 |
| 463 | AGGRAVATED STALKING - MISDEMEANOR | 2 |
| 499 | ASSAULT (ALL OTHER) | 21 |
| 510 | BURGLARY - HOME INVASION - 1ST DEGREE | 160 |
| 512 | BURGLARY - FORCE - NON-RESIDENTIAL | 19 |
| 521 | BURGLARY - NO FORCE - RESIDENTIAL | 25 |
| 522 | BURGLARY - NO FORCE - NON-RESIDENTIAL | 7 |
| 620 | PURSE SNATCHING | 1 |
| 633 | RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY | 10 |
| 634 | RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM | 36 |
| 635 | LARCENY OF GAS - SELF-SERVE | 1 |
| 636 | RETAIL FRAUD III MISD | 12 |
| 643 | LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B) | 104 |
| 653 | OF VEHICLE PARTS / ACCESSORIES - B&E | 12 |
| 670 | IN A BUILDING | 17 |
| 680 | FROM COIN MACHINE | 3 |
| 699 | LARCENY - ALL OTHER | 157 |
| 710 | AUTOMOBILE (CAR) THEFT | 75 |
| 799 | ALL OTHER VEHICLE | 1 |
| 810 | ARSON | 1 |
| 914 | PARENTAL KIDNAPPING | 3 |
| 916 | ABDUCT NO RANSOM OR ASSAULT | 1 |
| 1020 | FORGERY - CHECKS (alter / copy / imitate & pass as genuine) | 2 |
| 1030 | FORGERY - ALL OTHER | 1 |
| 1040 | COUNTERFEITING - ALL | 3 |
| 1112 | BAD CHECKS | 1 |
| 1115 | FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE | 15 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 1120 | CONFIDENCE GAMES | 2 |
| 1122 | LARCENY BY CONVERSION | 1 |
| 1134 | DEFRAUD HOTEL/RESTAURANT | 1 |
| 1155 | FALSE STATEMENTS (FINANCIAL CONDITION) | 3 |
| 1165 | IDENTITY THEFT | 5 |
| 1170 | MVT - FAIL TO RETURN BORROWED VEHICLE | 1 |
| 1176 | RETAIL FRAUD II - MISREPRESENT PRICE | 5 |
| 1177 | RETAIL FRAUD III (MISRP PRICE) | 1 |
| 1180 | RETAIL FRAUD II - REFUND / EXCHANGE | 1 |
| 1181 | RETAIL FRUAD III (REFUND) | 1 |
| 1199 | ALL OTHER | 61 |
| 1210 | EMBEZZLEMENT | 3 |
| 1330 | STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING | 6 |
| 1340 | STOLEN AUTO - REPORTED BY OTHER JURIS | 7 |
| 1350 | STOLEN PROPERTY - CHOP SHOP - OWN / OPERATE / CONDUCT | 1 |
| 1410 | MDOP - MALICIOUS DESTRUCTION OF PROPERTY | 178 |
| 1503 | CCW PROHIBITED ZONE | 1 |
| 1506 | CONCEALED WEAPONS - ALL OTHER | 3 |
| 1518 | RECKLESS USE AND DISCHARGE OF WEAPON | 1 |
| 1599 | ALL OTHER VIOLATIONS | 3 |
| 1610 | PROSTITUTION AND VICE | 7 |
| 1718 | PEEPING TOM | 1 |
| 1720 | INDECENT EXPOSURE | 5 |
| 1799 | CSC - NON-FORCIBLE SEXUAL - OTHER | 2 |
| 1814 | CRACK COCAINE - USE / POSSESS | 5 |
| 1816 | COCAINE - USE / POSSESS | 2 |
| 1820 | MARIJUANA - SALE / MANUFACTURE | 2 |
| 1821 | MARIJUANA - USE / POSSESS | 11 |
| 1834 | HEROIN - USE / POSSESS | 3 |
| 1853 | OTHER NARCOTIC - USE / POSSESS | 47 |
| 1875 | NARCOTIC EQUIPMENT / DEVICE VIOLATIONS | 5 |
| 1999 | ALL OTHER | 1 |
| 2015 | CRUELTY TOWARD CHILD / NON-VIOLENT | 1 |
| 2020 | NEGLECT OF CHILD | 6 |
| 2022 | CRUELTY / NEGLECT - OTHER | 9 |
| 2099 | OTHER NON-VIOLENT OFFENSES | 61 |
| 2115 | OUI LIQUOR - includes per se | 14 |
| 2116 | SECOND OFFENSE | 4 |
| 2125 | OUI DRUGS | 1 |
| 2205 | ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH | 1 |
| 2223 | JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY | 3 |
| 2311 | FILE FALSE POLICE REPORT | 2 |
| 2315 | CONTEMPT OF COURT - BENCH WARRANT - FTCJ | 9 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 2316 | PROBATION VIOLATION | 4 |
| 2318 | PAROLE VIOLATION | 1 |
| 2319 | SEX OFFENDER REGISTRATION VIOLATION | 7 |
| 2321 | SOR FAIL TO COMPLY | 10 |
| 2324 | ALTERED I.D. - DISPLAY / POSSESS | 1 |
| 2395 | ESCAPE / FLIGHT - OTHER | 4 |
| 2397 | OBSTRUCT JUSTICE - OTHER | 8 |
| 2399 | OBSTRUCT POLICE - OTHER | 15 |
| 2405 | DISORDERLY CONDUCT | 484 |
| 2410 | DISTURB THE PEACE | 1 |
| 2440 | PUBLIC NUISANCE | 445 |
| 2441 | PUBLIC DRUNKENNESS | 4 |
| 2443 | OBSCENE TELEPHONE CALLS | 64 |
| 2454 | CURFEW VIOLATION | 12 |
| 2456 | LOITERING - 17 YEARS AND OLDER | 38 |
| 2499 | DISORDERLY - ALL OTHER | 103 |
| 2535 | UNLAWFUL ENTRY - NO INTENT | 2 |
| 2545 | FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH | 16 |
| 2551 | FALSE FIRE ALARM | 2 |
| 2560 | TRESPASS | 28 |
| 2568 | PURCHASE CIGARETTES | 2 |
| 2612 | DRUGS - ADULTERATED (TAMPERED WITH) | 1 |
| 2614 | INVASION OF PRIVACY - OTHER | 1 |
| 2689 | ANIMALS AT LARGE | 239 |
| 2690 | SOLICITATION TO COMMIT A CRIMINAL OFFENSE | 25 |
| 2691 | CONSERVATION LAWS | 27 |
| 2693 | HEALTH/SAFETY VIOLATIONS | 5 |
| 2694 | CIVIL RIGHTS VIOLATIONS | 8 |
| 2697 | ANIMAL CRUELTY 4 YR FEL | 8 |
| 2701 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 6 |
| 2702 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 3 |
| 2706 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 1 |
| 2735 | LOCAL ORDINANCES - OPEN FOR ANY | 1 |
| 2736 | LOCAL ORDINANCES - OPEN FOR ANY | 2 |
| 2756 | LOCAL ORDINANCES - SOLICITOR / PEDDLERS ORDINANCES | 6 |
| 2780 | LOCAL ORDINANCES - OPEN FOR ANY | 30 |
| 2785 | LOCAL ORDINANCES - OPEN FOR ANY | 1 |
| 2795 | LOCAL ORDINANCES - OPEN FOR ANY | 1 |
| 2820 | RUNAWAY | 61 |
| 2821 | RECOVERED RUNAWAY | 1 |
| 2822 | LOST / MISSING JUVENILE | 7 |
| 2825 | INCORRIGIBILITY | 7 |
| 2840 | MALICIOUS MISCHIEF | 19 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|---|-------|
| 2855 | JUVENILE TRANSPORT | 1 |
| 2899 | ALL OTHER | 265 |
| 2922 | FAIL TO STOP AND I.D. ACCIDENT | 1 |
| 2924 | CARELESS DRIVING | 1 |
| 2925 | RECKLESS DRIVING | 4 |
| 2931 | OPS LICENSE SUSPENDED / REVOKED | 63 |
| 2933 | VEHICLE REGISTRATION - IMPROPER / EXPIRED | 5 |
| 2934 | VEHICLE INSURANCE - NONE / EXPIRED | 3 |
| 2935 | DWLS 2ND | 24 |
| 2936 | OPS - NEVER ACQUIRED | 6 |
| 2937 | NO OPS ON PERSON | 2 |
| 2999 | ALL OTHER | 12 |
| 3010 | FELONY | 46 |
| 3020 | MISDEMEANOR | 167 |
| 3030 | TRAFFIC | 1 |
| 3040 | FELONY - O/JURIS | 32 |
| 3050 | MISDEMEANOR - O/JURIS | 75 |
| 3060 | TRAFFIC - O/JURIS | 1 |
| 3070 | CIVIL / FRIEND OF THE COURT | 5 |
| 3101 | ACC, SINGLE MOTOR VEH | 2 |
| 3102 | ACC, HEAD ON | 3 |
| 3104 | ACC, ANGLE | 6 |
| 3105 | ACC, REAR END | 6 |
| 3108 | ACC, SIDESWIPE-SAME | 1 |
| 3110 | ACC, OTHER/KNOWN | 1 |
| 3112 | ACC, INJURY TYPE A | 1 |
| 3113 | ACC, INJURY TYPE B | 9 |
| 3114 | ACC, INJURY TYPE C | 23 |
| 3145 | TRAFFIC CRASHES - PROPERTY DAMAGE | 317 |
| 3146 | PROPERTY DAMAGE - HBD | 1 |
| 3148 | MOTOR VEHICLE - ANIMAL | 3 |
| 3150 | PROPERTY DAMAGE - H & R | 90 |
| 3155 | PERSONAL INJURY | 21 |
| 3158 | PEDESTRIAN - PERSONAL INJURY | 1 |
| 3159 | BICYCLE - PERSONAL INJURY | 2 |
| 3160 | PERSONAL INJURY - H & R | 3 |
| 3170 | PRIVATE PROPERTY | 21 |
| 3171 | PRIVATE PROPERTY - PERSONAL INJURY | 1 |
| 3173 | PRIVATE PROPERTY - OPEN | 2 |
| 3175 | PRIVATE PROPERTY - H & R | 26 |
| 3199 | ACCIDENTS (ALL OTHER) | 3 |
| 3205 | SUDDEN DEATH - NATURAL | 6 |
| 3207 | SUDDEN DEATH - ACCIDENT | 1 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|---|-------|
| 3208 | DEATH INVESTIGATION - CAUSE UNKNOWN | 18 |
| 3212 | PERSON THROUGH ICE | 1 |
| 3215 | SUICIDE - ADULT | 3 |
| 3217 | ATTEMPT SUICIDE - ADULT | 7 |
| 3225 | OVERDOSE - DRUGS | 1 |
| 3250 | MENTAL | 135 |
| 3299 | WELFARE CHECK | 45 |
| 3309 | LIQUOR INSPECTION | 1 |
| 3310 | FAMILY TROUBLE | 425 |
| 3311 | CUSTOMER TROUBLE | 19 |
| 3312 | NEIGHBORHOOD TROUBLE | 91 |
| 3313 | CONFISCATED PROPERTY | 1 |
| 3314 | MISSING PERSONS | 40 |
| 3316 | LOST PROPERTY | 25 |
| 3318 | FOUND PROPERTY | 28 |
| 3319 | FOUND BICYCLE | 2 |
| 3320 | OPEN BUILDINGS | 5 |
| 3324 | SUSPICIOUS CIRCUMSTANCES | 1,296 |
| 3326 | SUSPICIOUS VEHICLES | 82 |
| 3328 | SUSPICIOUS PERSONS | 442 |
| 3330 | ASSIST OTHER LAW ENFORCEMENT AGENCY | 146 |
| 3331 | ASSIST MEDICAL | 301 |
| 3332 | ASSIST FIRE DEPT | 11 |
| 3333 | ASSIST MOTORIST | 103 |
| 3334 | ASSIST OTHER GOVT AGENCY | 15 |
| 3336 | ASSIST CITIZEN | 454 |
| 3337 | ASSIST CITIZEN - VEH LOCKOUT | 1 |
| 3338 | ARREST ASSIST - OTHER AGENCY | 5 |
| 3344 | RECOVERED STOLEN VEHICLE - OTHER JURISDICTION | 4 |
| 3345 | ACCIDENTAL PROPERTY DAMAGE | 11 |
| 3351 | CIVIL - LANDLORD / TENANT | 139 |
| 3352 | CIVIL - VEHICLE TAKEN WITHOUT PERMISSION | 1 |
| 3354 | CIVIL - FAIL TO RETURN BORROWED VEHICLE | 3 |
| 3355 | CIVIL MATTER - OTHER | 247 |
| 3360 | DISCHARGE OF WEAPON BY OFFICER | 2 |
| 3399 | ALL OTHER | 7 |
| 3409 | CIVIL MATTER - WATERCRAFT | 1 |
| 3410 | LIVERY INSPECTION | 1 |
| 3414 | ASSIST BOATERS | 1 |
| 3478 | MISCELLANEOUS ORV COMPLAINTS | 1 |
| 3480 | SCUBA EQUIPMENT MAINTENANCE | 1 |
| 3499 | ALL OTHER COMPLAINTS | 1 |
| 3501 | OPEN GENERIC | 245 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|--------------------|------------------------------------|-------|
| 3505 | OPEN GENERIC | 21 |
| 3508 | OPEN GENERIC | 14 |
| 3509 | OPEN GENERIC | 196 |
| 3511 | OPEN GENERIC | 11 |
| 3520 | OPEN GENERIC | 1 |
| 3523 | OPEN GENERIC | 442 |
| 3524 | OPEN GENERIC | 33 |
| 3525 | OPEN GENERIC | 5 |
| 3527 | OPEN GENERIC | 1 |
| 3529 | OPEN GENERIC | 7 |
| 3531 | OPEN GENERIC | 1 |
| 3532 | OPEN GENERIC | 1 |
| 3538 | OPEN GENERIC | 1 |
| 3596 | OPEN GENERIC | 5 |
| 3597 | OPEN GENERIC | 48 |
| 3599 | OPEN GENERIC | 56 |
| 3702 | ROAD HAZARD | 101 |
| 3704 | ABANDONED AUTO | 116 |
| 3706 | VEHICLE IMPOUND | 15 |
| 3708 | PRIVATE IMPOUND | 262 |
| 3710 | VEHICLE OFF ROADWAY - CID | 2 |
| 3720 | MOTORCYCLE COMPLAINT | 1 |
| 3728 | PARKING COMPLAINT | 29 |
| 3730 | TRAFFIC MISCELLANEOUS A COMPLAINT | 6 |
| 3732 | TRAFFIC MISCELLANEOUS B COMPLAINT | 51 |
| 3740 | PROPERTY DAMAGE ACCIDENT - NO UD10 | 2 |
| 3742 | ACCIDENT - MUNICIPAL VEHICLE | 1 |
| 3762 | COMMERCIAL VEHICLE IMPOUND | 1 |
| 3799 | TRAFFIC MISC | 19 |
| 3803 | ANIMAL - BARKING DOG | 58 |
| 3804 | ANIMAL COMPLAINT | 147 |
| 3808 | ANIMAL BITE / SCRATCH | 42 |
| 3812 | ANIMAL PICK-UP - ALIVE | 45 |
| 3902 | BURGLARY ALARM | 768 |
| 3904 | OPEN | 54 |
| 3906 | ROBBERY | 15 |
| 3907 | PANIC ALARM | 59 |
| 3909 | DURESS ALARM | 1 |
| 3910 | VEHICLE | 3 |
| 3999 | ALARMS ALL OTHER | 4 |
| 4035 | HIT AND RUN | 2 |
| 4036 | FAIL TO STOP AND ID | 1 |
| 4041 | SPEEDING | 1 |

Incident Summary Report

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010

| Offense Class Code | Offense Class Description | Count |
|---------------------|---------------------------------|---------------|
| 4054 | FAIL TO STOP FOR SCHOOL BUS | 22 |
| 4105 | EQUIPMENT | 1 |
| 4222 | ABANDONED MOTOR VEHICLE | 6 |
| 4311 | OPS LICENSE SUSPENDED / REVOKED | 1 |
| 4312 | NO OPS ON PERSON | 3 |
| 4925 | COMMERCIAL VEHICLE - WARNING | 1 |
| 5170 | FALSE CALL I / I / C / F | 45 |
| 6012 | TRAFFIC CONTROL | 6 |
| 6018 | VEHICLE INSPECTIONS | 22 |
| 6065 | MISCELLANEOUS DETAILS | 1 |
| 6072 | PRISONER TRANSPORT | 1 |
| 6088 | POLICE TRAINING | 2 |
| 6199 | OTHER | 238 |
| 6310 | K-9 TRACKING | 21 |
| 6501 | INSPECTION | 25 |
| 6507 | PATROL | 15 |
| 6605 | SERVE WARRANT / SUBPOENA | 1 |
| 6701 | FOLLOW-UP INVEST - FIELD | 4 |
| Grand Total: | | 12,057 |

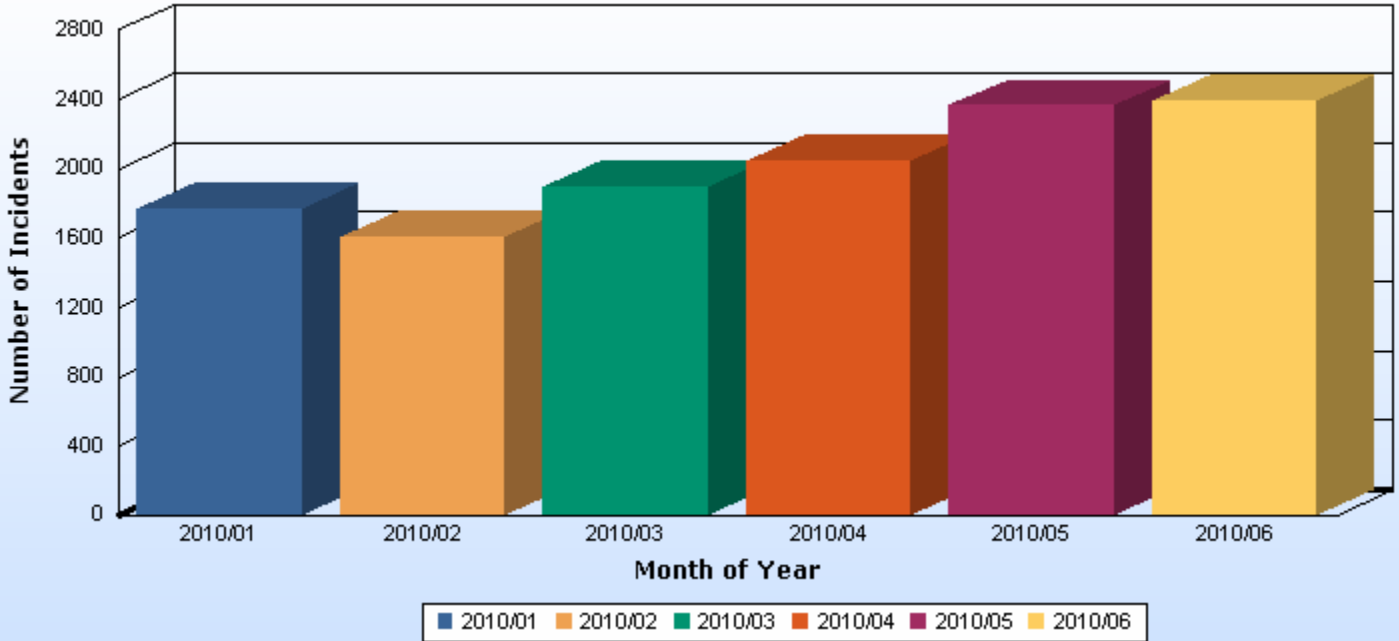
Number of Incidents by Month

Report Description

Timeframe : From 2010-01-01 00:00:00 To 2010-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2010



| Month of Year | Count |
|----------------|---------------|
| January, 2010 | 1,768 |
| February, 2010 | 1,610 |
| March, 2010 | 1,893 |
| April, 2010 | 2,039 |
| May, 2010 | 2,361 |
| June, 2010 | 2,386 |
| Total | 12,057 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 101 | MURDER WITH FIREARM | 1 |
| 106 | JUSTIFIABLE HOMICIDE | 1 |
| 210 | CSC I - PENETRATION - P/V - FORCE | 12 |
| 212 | CSC III - PENETRATION - P/V - FORCE | 2 |
| 215 | CSC I - SODOMY - O/A - FORCE | 3 |
| 216 | CSC III - SODOMY - O/A - FORCE | 1 |
| 225 | CSC II - FONDLING - FORCE | 5 |
| 226 | CSC IV - FONDLING - FORCE | 5 |
| 310 | ROBBERY WITH FIREARM | 17 |
| 318 | ROBBERY WITH OTHER WEAPON | 4 |
| 320 | ROBBERY - STRONG-ARM | 13 |
| 399 | ROBBERY / CAR-JACKING - OTHER | 2 |
| 410 | ASSAULT WITH A FIREARM | 15 |
| 430 | ASSAULT - OTHER WEAPON | 68 |
| 440 | ASSAULT WITH HANDS - FISTS - FEET | 8 |
| 450 | ASSAULT AND BATTERY | 283 |
| 460 | INTIMIDATION / THREAT | 105 |
| 463 | AGGRAVATED STALKING - MISDEMEANOR | 2 |
| 499 | ASSAULT (ALL OTHER) | 25 |
| 510 | BURGLARY - HOME INVASION - 1ST DEGREE | 206 |
| 512 | BURGLARY - FORCE - NON-RESIDENTIAL | 30 |
| 521 | BURGLARY - NO FORCE - RESIDENTIAL | 43 |
| 522 | BURGLARY - NO FORCE - NON-RESIDENTIAL | 7 |
| 610 | PICKPOCKET | 1 |
| 620 | PURSE SNATCHING | 2 |
| 633 | RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY | 8 |
| 634 | RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM | 72 |
| 635 | LARCENY OF GAS - SELF-SERVE | 2 |
| 636 | RETAIL FRAUD III MISD | 24 |
| 643 | LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B) | 123 |
| 653 | OF VEHICLE PARTS / ACCESSORIES - B&E | 15 |
| 670 | IN A BUILDING | 26 |
| 699 | LARCENY - ALL OTHER | 161 |
| 710 | AUTOMOBILE (CAR) THEFT | 74 |
| 799 | ALL OTHER VEHICLE | 5 |
| 810 | ARSON | 7 |
| 912 | KIDNAPPING | 2 |
| 1020 | FORGERY - CHECKS (alter / copy / imitate & pass as genuine) | 2 |
| 1030 | FORGERY - ALL OTHER | 1 |
| 1040 | COUNTERFEITING - ALL | 18 |
| 1112 | BAD CHECKS | 5 |
| 1115 | FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE | 25 |
| 1120 | CONFIDENCE GAMES | 2 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|--------------------|---|-------|
| 1122 | LARCENY BY CONVERSION | 1 |
| 1132 | GOODS AND SERVICES (INCLUDES FULL GAS SERVICE) | 1 |
| 1134 | DEFRAUD HOTEL/RESTAURANT | 1 |
| 1155 | FALSE STATEMENTS (FINANCIAL CONDITION) | 2 |
| 1165 | IDENTITY THEFT | 5 |
| 1176 | RETAIL FRAUD II - MISREPRESENT PRICE | 2 |
| 1177 | RETAIL FRAUD III (MISRP PRICE) | 1 |
| 1181 | RETAIL FRUAD III (REFUND) | 1 |
| 1199 | ALL OTHER | 85 |
| 1210 | EMBEZZLEMENT | 9 |
| 1220 | EXTORTION / BLACKMAIL | 2 |
| 1330 | STOLEN PROPERTY - RECEIVING / CONCEALING / POSSESSING | 18 |
| 1340 | STOLEN AUTO - REPORTED BY OTHER JURIS | 14 |
| 1410 | MDOP - MALICIOUS DESTRUCTION OF PROPERTY | 191 |
| 1420 | MDOP TO POLICE / FIRE PROPERTY | 1 |
| 1506 | CONCEALED WEAPONS - ALL OTHER | 7 |
| 1513 | EXPLOSIVES - STORAGE / LICENSING / TRANSPORT | 1 |
| 1610 | PROSTITUTION AND VICE | 41 |
| 1699 | COMMERCIAL SEX - OTHER | 9 |
| 1718 | PEEPING TOM | 2 |
| 1740 | GROSS INDECENCY | 2 |
| 1775 | PORNOGRAPHY - OBSCENE MATERIAL | 1 |
| 1813 | CRACK COCAINE - SALE / MANUFACTURE | 2 |
| 1814 | CRACK COCAINE - USE / POSSESS | 2 |
| 1815 | COCAINE - SALE / MANUFACTURE | 5 |
| 1816 | COCAINE - USE / POSSESS | 7 |
| 1820 | MARIJUANA - SALE / MANUFACTURE | 10 |
| 1821 | MARIJUANA - USE / POSSESS | 11 |
| 1833 | HEROIN - SALE / MANUFACTURE | 1 |
| 1834 | HEROIN - USE / POSSESS | 4 |
| 1835 | ECSTASY - DELIVER | 2 |
| 1836 | ECSTASY - POSSESS | 1 |
| 1853 | OTHER NARCOTIC - USE / POSSESS | 43 |
| 1872 | FRAUDULENT PROCUREMENT / PRESCRIPTION - NARCOTIC | 8 |
| 1875 | NARCOTIC EQUIPMENT / DEVICE VIOLATIONS | 17 |
| 1920 | NUMBERS - LOTTERY | 1 |
| 2015 | CRUELTY TOWARD CHILD / NON-VIOLENT | 1 |
| 2020 | NEGLECT OF CHILD | 7 |
| 2022 | CRUELTY / NEGLECT - OTHER | 12 |
| 2099 | OTHER NON-VIOLENT OFFENSES | 3 |
| 2115 | OUI LIQUOR - includes per se | 24 |
| 2116 | SECOND OFFENSE | 3 |
| 2188 | OPERATING WHILE IN THE PRESENCE OF DRUGS (OWPD) | 2 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|--------------------|--|-------|
| 2205 | ADULT - POSSESS / TRANSPORT OPEN CONTAINER / OPEN INTOX IN MOTOR VEH | 7 |
| 2207 | ADULT - CONSUME INTOX IN MOTOR VEHICLE | 1 |
| 2216 | UNDERAGE (17-20 YEARS) POSSESS / TRANSPORT IN MOTOR VEHICLE | 1 |
| 2217 | UNDERAGE (17-20 YEARS) POSSESS / TRANSPORT OPEN INTOX IN MOTOR VEH | 1 |
| 2220 | SELL OR FURNISH TO UNDERAGE OR TO JUVENILE | 1 |
| 2223 | JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY | 4 |
| 2228 | OPEN HOUSE / PARTY ORDINANCE VIOLATION | 2 |
| 2305 | FLEEING/ELUDING FELONY | 3 |
| 2311 | FILE FALSE POLICE REPORT | 3 |
| 2315 | CONTEMPT OF COURT - BENCH WARRANT - FTCJ | 16 |
| 2316 | PROBATION VIOLATION | 3 |
| 2319 | SEX OFFENDER REGISTRATION VIOLATION | 1 |
| 2321 | SOR FAIL TO COMPLY | 4 |
| 2395 | ESCAPE / FLIGHT - OTHER | 2 |
| 2397 | OBSTRUCT JUSTICE - OTHER | 9 |
| 2399 | OBSTRUCT POLICE - OTHER | 16 |
| 2405 | DISORDERLY CONDUCT | 584 |
| 2440 | PUBLIC NUISANCE | 476 |
| 2441 | PUBLIC DRUNKENNESS | 10 |
| 2443 | OBSCENE TELEPHONE CALLS | 59 |
| 2454 | CURFEW VIOLATION | 15 |
| 2456 | LOITERING - 17 YEARS AND OLDER | 19 |
| 2499 | DISORDERLY - ALL OTHER | 53 |
| 2535 | UNLAWFUL ENTRY - NO INTENT | 2 |
| 2540 | POSS OF BURGLARY TOO | 1 |
| 2545 | FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH | 13 |
| 2560 | TRESPASS | 30 |
| 2568 | PURCHASE CIGARETTES | 1 |
| 2614 | INVASION OF PRIVACY - OTHER | 1 |
| 2660 | RIOTS / INCITE TO RIOT | 1 |
| 2682 | SOVEREIGNTY | 1 |
| 2688 | DOG LAW VIOLATIONS | 2 |
| 2689 | ANIMALS AT LARGE | 357 |
| 2690 | SOLICITATION TO COMMIT A CRIMINAL OFFENSE | 17 |
| 2691 | CONSERVATION LAWS | 45 |
| 2693 | HEALTH/SAFETY VIOLATIONS | 12 |
| 2694 | CIVIL RIGHTS VIOLATIONS | 2 |
| 2697 | ANIMAL CRUELTY 4 YR FEL | 16 |
| 2701 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 1 |
| 2702 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 1 |
| 2710 | LOCAL ORDINANCES - ANIMAL CONTROL ORDINANCES | 1 |
| 2780 | LOCAL ORDINANCES - OPEN FOR ANY | 30 |
| 2784 | LOCAL ORDINANCES - OPEN FOR ANY | 1 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|--------------------|---|-------|
| 2820 | RUNAWAY | 58 |
| 2821 | RECOVERED RUNAWAY | 7 |
| 2822 | LOST / MISSING JUVENILE | 5 |
| 2825 | INCORRIGIBILITY | 11 |
| 2832 | MISCELLANEOUS SCHOOL COMPLAINT | 1 |
| 2840 | MALICIOUS MISCHIEF | 8 |
| 2899 | ALL OTHER | 283 |
| 2922 | FAIL TO STOP AND I.D. ACCIDENT | 4 |
| 2923 | FAIL TO REPORT ACCIDENT | 3 |
| 2924 | CARELESS DRIVING | 1 |
| 2925 | RECKLESS DRIVING | 2 |
| 2930 | LICENSE / TITLE / REGISTRATION | 1 |
| 2931 | OPS LICENSE SUSPENDED / REVOKED | 115 |
| 2932 | OPS - VIOLATE RESTRICTED LICENSE | 1 |
| 2933 | VEHICLE REGISTRATION - IMPROPER / EXPIRED | 2 |
| 2934 | VEHICLE INSURANCE - NONE / EXPIRED | 1 |
| 2935 | DWLS 2ND | 32 |
| 2936 | OPS - NEVER ACQUIRED | 6 |
| 2999 | ALL OTHER | 15 |
| 3010 | FELONY | 34 |
| 3020 | MISDEMEANOR | 207 |
| 3040 | FELONY - O/JURIS | 32 |
| 3050 | MISDEMEANOR - O/JURIS | 91 |
| 3060 | TRAFFIC - O/JURIS | 1 |
| 3070 | CIVIL / FRIEND OF THE COURT | 5 |
| 3101 | ACC, SINGLE MOTOR VEH | 1 |
| 3104 | ACC, ANGLE | 1 |
| 3105 | ACC, REAR END | 3 |
| 3106 | ACC, REAR END-LEFT TURN | 1 |
| 3111 | ACC, INJURY TYPE K | 1 |
| 3113 | ACC, INJURY TYPE B | 5 |
| 3114 | ACC, INJURY TYPE C | 11 |
| 3145 | TRAFFIC CRASHES - PROPERTY DAMAGE | 387 |
| 3148 | MOTOR VEHICLE - ANIMAL | 1 |
| 3150 | PROPERTY DAMAGE - H & R | 113 |
| 3155 | PERSONAL INJURY | 2 |
| 3157 | PEDESTRIAN - NO INJURY | 1 |
| 3158 | PEDESTRIAN - PERSONAL INJURY | 3 |
| 3160 | PERSONAL INJURY - H & R | 2 |
| 3165 | FATAL | 2 |
| 3168 | FATAL - PEDESTRIAN | 1 |
| 3170 | PRIVATE PROPERTY | 21 |
| 3171 | PRIVATE PROPERTY - PERSONAL INJURY | 1 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|--------------------|---|-------|
| 3172 | PRIVATE PROPERTY - PERSONAL INJURY - PEDESTRIAN | 1 |
| 3173 | PRIVATE PROPERTY - OPEN | 4 |
| 3175 | PRIVATE PROPERTY - H & R | 32 |
| 3176 | PRIVATE PROPERTY - PERSONAL INJURY - H & R | 1 |
| 3199 | ACCIDENTS (ALL OTHER) | 5 |
| 3205 | SUDDEN DEATH - NATURAL | 3 |
| 3208 | DEATH INVESTIGATION - CAUSE UNKNOWN | 19 |
| 3217 | ATTEMPT SUICIDE - ADULT | 7 |
| 3218 | IN CUSTODY-ATTEMPT SUICIDE ADULT | 1 |
| 3221 | ATTEMPT SUICIDE - JUVENILE | 1 |
| 3225 | OVERDOSE - DRUGS | 1 |
| 3230 | ACCIDENTAL SHOOTING | 1 |
| 3245 | SICK CARED FOR | 1 |
| 3250 | MENTAL | 116 |
| 3262 | HOSPICE DEATH | 1 |
| 3299 | WELFARE CHECK | 2 |
| 3309 | LIQUOR INSPECTION | 3 |
| 3310 | FAMILY TROUBLE | 508 |
| 3312 | NEIGHBORHOOD TROUBLE | 87 |
| 3314 | MISSING PERSONS | 32 |
| 3316 | LOST PROPERTY | 52 |
| 3318 | FOUND PROPERTY | 31 |
| 3319 | FOUND BICYCLE | 3 |
| 3320 | OPEN BUILDINGS | 1 |
| 3324 | SUSPICIOUS CIRCUMSTANCES | 1,948 |
| 3326 | SUSPICIOUS VEHICLES | 53 |
| 3328 | SUSPICIOUS PERSONS | 134 |
| 3330 | ASSIST OTHER LAW ENFORCEMENT AGENCY | 120 |
| 3331 | ASSIST MEDICAL | 328 |
| 3332 | ASSIST FIRE DEPT | 4 |
| 3333 | ASSIST MOTORIST | 97 |
| 3334 | ASSIST OTHER GOVT AGENCY | 9 |
| 3336 | ASSIST CITIZEN | 471 |
| 3337 | ASSIST CITIZEN - VEH LOCKOUT | 1 |
| 3338 | ARREST ASSIST - OTHER AGENCY | 7 |
| 3339 | ARREST - OTHER AGENCY - NO WARRANT | 1 |
| 3342 | RECOVERED STOLEN PROPERTY - OTHER JURISDICTION | 2 |
| 3344 | RECOVERED STOLEN VEHICLE - OTHER JURISDICTION | 9 |
| 3345 | ACCIDENTAL PROPERTY DAMAGE | 11 |
| 3351 | CIVIL - LANDLORD / TENANT | 206 |
| 3352 | CIVIL - VEHICLE TAKEN WITHOUT PERMISSION | 3 |
| 3354 | CIVIL - FAIL TO RETURN BORROWED VEHICLE | 5 |
| 3355 | CIVIL MATTER - OTHER | 207 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|--------------------|------------------------------------|-------|
| 3371 | ABSCONDING BOND | 2 |
| 3381 | SOF REGISTRATION | 6 |
| 3399 | ALL OTHER | 2 |
| 3410 | LIVERY INSPECTION | 1 |
| 3445 | PDA - WATERCRAFT | 1 |
| 3480 | SCUBA EQUIPMENT MAINTENANCE | 1 |
| 3499 | ALL OTHER COMPLAINTS | 2 |
| 3501 | OPEN GENERIC | 300 |
| 3505 | OPEN GENERIC | 31 |
| 3509 | OPEN GENERIC | 187 |
| 3511 | OPEN GENERIC | 4 |
| 3523 | OPEN GENERIC | 480 |
| 3524 | OPEN GENERIC | 31 |
| 3525 | OPEN GENERIC | 5 |
| 3599 | OPEN GENERIC | 68 |
| 3702 | ROAD HAZARD | 120 |
| 3704 | ABANDONED AUTO | 143 |
| 3706 | VEHICLE IMPOUND | 21 |
| 3708 | PRIVATE IMPOUND | 294 |
| 3712 | MOPED COMPLAINT | 1 |
| 3714 | ATV COMPLAINT | 1 |
| 3718 | MINI-BIKE COMPLAINT | 1 |
| 3720 | MOTORCYCLE COMPLAINT | 1 |
| 3728 | PARKING COMPLAINT | 5 |
| 3730 | TRAFFIC MISCELLANEOUS A COMPLAINT | 2 |
| 3732 | TRAFFIC MISCELLANEOUS B COMPLAINT | 103 |
| 3762 | COMMERCIAL VEHICLE IMPOUND | 1 |
| 3799 | TRAFFIC MISC | 9 |
| 3803 | ANIMAL - BARKING DOG | 19 |
| 3804 | ANIMAL COMPLAINT | 176 |
| 3808 | ANIMAL BITE / SCRATCH | 13 |
| 3812 | ANIMAL PICK-UP - ALIVE | 56 |
| 3816 | ANIMAL TRAP REQUEST / SET | 1 |
| 3902 | BURGLARY ALARM | 774 |
| 3904 | OPEN | 24 |
| 3906 | ROBBERY | 20 |
| 3907 | PANIC ALARM | 50 |
| 3999 | ALARMS ALL OTHER | 2 |
| 4035 | HIT AND RUN | 3 |
| 4036 | FAIL TO STOP AND ID | 1 |
| 4037 | FAIL TO REPORT ACCIDENT | 1 |
| 4093 | OPEN TRAFFIC - HAZARDOUS CITATIONS | 1 |
| 4105 | EQUIPMENT | 1 |

Incident Summary Report

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009

| Offense Class Code | Offense Class Description | Count |
|---------------------|--------------------------------------|---------------|
| 4205 | HANDICAPPED | 5 |
| 4211 | FIRE LANE | 1 |
| 4222 | ABANDONED MOTOR VEHICLE | 3 |
| 4307 | DROVE WITH EXPIRED OPERATORS LICENSE | 2 |
| 4599 | MISCELLANEOUS - UUUU | 2 |
| 5170 | FALSE CALL I / I / C / F | 54 |
| 6012 | TRAFFIC CONTROL | 8 |
| 6018 | VEHICLE INSPECTIONS | 6 |
| 6199 | OTHER | 173 |
| 6310 | K-9 TRACKING | 28 |
| 6501 | INSPECTION | 37 |
| 6605 | SERVE WARRANT / SUBPOENA | 1 |
| Grand Total: | | 13,118 |

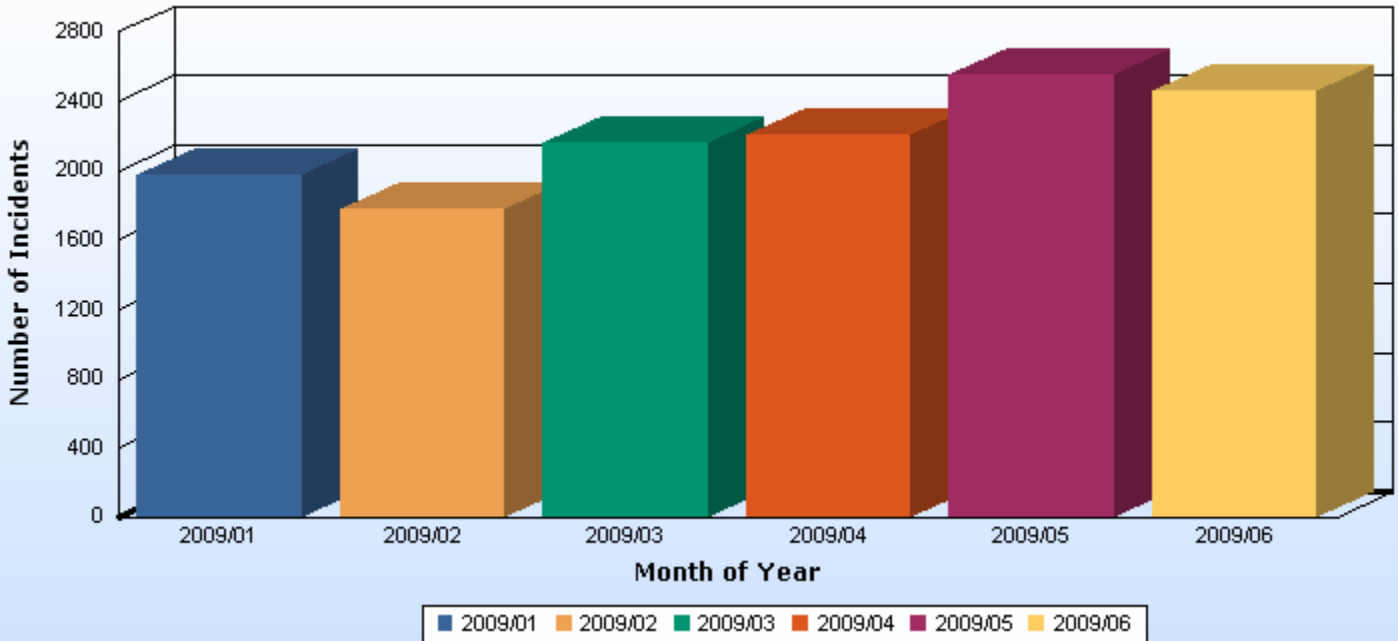
Number of Incidents by Month

Report Description

Timeframe : From 2009-01-01 00:00:00 To 2009-06-30 23:59:00

Location : MunicipalArea | YPSILANTI TOWNSHIP

User Comments : YPT INCIDENT SUMMARY 2009



| Month of Year | Count |
|----------------|---------------|
| January, 2009 | 1,969 |
| February, 2009 | 1,775 |
| March, 2009 | 2,159 |
| April, 2009 | 2,203 |
| May, 2009 | 2,549 |
| June, 2009 | 2,463 |
| Total | 13,118 |

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Residential Services

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Jeff Allen, Residential Services Director

Date: July 11, 2010

Subject: RSD Monthly Report

The department has been very busy as we are full swing into our summer season with full services.

Since the end of 2009, we had made several reductions in our labor force, including reducing our summer seasonal staff in a drastic way. It has been a struggle to keep up with the workload however it is necessary in our current times.

In Environmental Services, we were scheduled to end our spring chipping season on June 11. However, that weekend we had some heavy storms that generate a lot of accidental brush. We began cleaning those up and then another storm hit that added even more to our curbside work. We made

the decision to continue to pick up if the residents called it in as storm damage. We continue to try to clean the streets up of this material although we are not able to promise residents their “usual” day of pick up. We hope to have this material cleaned up by the end of this month, however we are experiencing that a lot of residents see the trucks in the route and some continue to put the materials out there. The loss of these 4 employees off of our mowing, weed whipping and general maintenance crew (they were planned to have moved over to this work, getting off of the chipping truck) has had a negative impact on the department being able to keep up with the general appearance.

The Compost Site has had a very good year thus far. Our revenues are up and expenses are down. We continue to move more and more product out of our gate. Year to date, residents have received 586 cubic yards of “free” compost. As you may recall, each resident is entitled to 2 free yards of compost.

The Building Operations department has worked tirelessly doing both building work orders and doing a lot of mowing. We have used one of the building maintenance staff exclusively to mow the county roadsides. As you may recall, the county had taken the roadside mowing work back from us last year, but they were only going to cut twice a year, so we decided to enhance their mowing with our own. This year, it has turned out to be exclusively the Township mower on these roadsides to date, as the county has not been out in our area.

Another large part of the Building Operations Department that has had a work is the temperature control system. Honeywell has installed this new system and we are now beginning to reap the benefits of the program already at this point. We are projecting at this point to save at least 30% of our utility costs for year end. We have experience some “creature discomfort” from time to time as we worked to “fit” the system and get it properly timed and adjusted. This savings is in addition to not having to pay the monitoring expenses we have had to pay over the past number of years. The programming and learning of this system has been very time consuming for myself however. Brian Durant and I are able to access the system remotely with a laptop. One major change we have been able to make is so we do not have to run our boiler during the summer. The prior system was very inefficient running both heat and cooling at the same time. The old system did create a more comfortable feeling with the staff here, as almost all the cool air was tempered as it was diffused to the building.

Over the past few weeks, I have been working on trying to get a congressional grant to fit into our energy savings system. The goal for this would be to put a similar energy efficient system into the 14B court, the police station and the Community Center. In addition, we would try to install an emergency generator here at the Civic Center. This plan could give us almost \$1 million in funding without much other expense besides staff time. I am told we will not know if we get the award until at least October 1, 2010.

The Hydro Dam Operation continues to operate safely and continues to get routine safety inspections, including preventative maintenance. The weather station located on the roof of the powerhouse recorded 4.69” of rainfall for the month. The Operators had 6 after hour call-ins for the month.

Production for the month was well above average.

Production
Month: **June-10**

| | MWh Estimated Delivered | Estimated Gross |
|------------------------|----------------------------|--------------------|
| Contract Energy | 849.649 | \$39,692.14 |
| Non Contract Energy | 334.746 | \$4,324.92 |
| Total Energy | 1,184.395 | \$44,017.06 |

| | |
|--------------------------------------|-------------------|
| Administration Charge | \$1,178.47 |
| Rider Charge | \$312.00 |
| Total Edison Charges to Ford Lake | \$1,490.47 |
| Escrow Agreement | \$4,256.74 |
| Total Deductions | \$5,747.21 |

**Est. Obligation by Deco
to Ford Lake \$38,269.85**

Figures are estimates

Operation Summary

| | Current Month | YTD | 2009 |
|----------------------------------|---------------|-----------|------------|
| Days Online | 30 | 181 | 360 |
| Generation MWH (estimated) | 1,184.395 | 6,009.415 | 11,165.361 |
| Generation lost MWH (estimated)* | 102.626 | 123.444 | 285.469 |

*losses related to scheduled & unscheduled maintenance and water quality discharges.

After Hour Call In

| | | | |
|---|---|----|----|
| Water levels | 6 | 22 | 46 |
| Mechanical/Electrical | 0 | 1 | 4 |
| Other | 0 | 3 | 3 |
| <hr style="border-top: 1px dashed black;"/> | | | |
| Totals | 6 | 26 | 53 |

Activities:

Ford Lake Dam

General Summary:

The weather for the month of June saw daytime temperature in the 70's and 80's with some overnight temperatures dipping into the low 50's. Rainfall was about 4.7" for the month which was lower than May total of 5.3". Production remained above normal for the month.

Water Quality Summary:

The water quality data buoys are in service. One temperature string from the lake buoy was repaired at the cost of the vendor and manufacturer. The equipment seems to be working fine now.

Due to the abnormally hot weather in May, the lake became stratified very early this year even while the sluice gates were in use. The discharging from the sluice gates (to help with water quality) does not usually occur until late June or early July. The operators monitored the lake conditions very closely, and on May 28th the river flow dropped enough to call for closing all the sluice gates, but due to stratification, the operator continued to spill water. We knew this would reduce electrical generation but we sacrificed those dollars to help with water quality. The storms that we had in May has caused an early presents of algae in Ford Lake. We suspect the nutrients for the algae came from local runoff from these heavy rainstorms, not from the nutrients in the mud at the lake bottom.

Continued June rains allowed the river flow to be above average. This helped make up the revenue losses when we were discharging water for improved water quality. The sluice gates were open 25 days for the month and 15 of those days were for improving water quality. The other 10 days were to maintain run of river operations, not directly for water quality, but it did help the efforts.

| Month | Days spilling | Lost KWh | Lost \$ * |
|-----------|---------------|----------|------------|
| May | 4 | 15,088 | \$ 200.00 |
| June | 15 | 101,470 | \$2,115.00 |
| July | | | |
| August | | | |
| September | | | |
| October | | | |

*estimated

Regulatory Update:

The FERC has requested the Township to evaluate the items to help reduce the time to respond in a dam failure emergency. This work is on-going. Final evaluation will be filed with the FERC.

The Part 12 safety inspection that was scheduled for June 2 went well. As part of the Part 12 process a dive inspection was conducted on the downstream side of the dam to detect any safety issues. No safety concerns were found. Barr will be completing a report of the findings and conclusions. After the Township reviews the report, Barr will file it with the FERC.

The Project's Recreation Plan exhibit R drawing has been approved by the FERC. The FERC has requested the Township to update the project's exhibit G drawings; this has been filed by Barr Engineering. Barr continues to work on the fulfilling the Recreation Plan requirements, this work should be complete on time.

Other:

The Township submitted a proposal to DTE to consider purchasing the Township owned RECs (Renewable Energy Credit). DTE has indicated at this time that they are not interested. The RECs will be retained by the Township for later consideration.

Staff continues to cut grass around the project.

Upcoming

EAP Rewrite

Shoreline Erosion Survey

Security Program updates

Sargent Charles Dam and Tyler Dam

Each dam continues to get routine safety inspections and appropriate maintenance.

Tyler Dam is due for a 5 year inspection. The State of Michigan will be conducting the inspection this year at no cost. However, any recommendations from the inspection will need to be addressed in a timely matter.

Grass is now being cut as needed at both dams.

Charter Township of Ypsilanti Recreation Department

2010 Monthly Reports – May & June

“Creating Community through People, Parks and Programs”

As we entered into the summer season, staff at the recreation department continued to step up to the challenge of doing more with less staff. We continued to make adjustments to streamline operations in light of the reduction of hours to clerical and custodial staff. There have been bumps in the road; however, we believe we have been able to maintain the majority of services our community has gotten used to. We are dedicated to providing high quality recreational programs and services.

May & June were very busy months for the Recreation Department. We have, however, been experiencing a slight decline in revenues across the board in all areas of our program offerings. We believe a good part of it is due to the decline in the economy. Although we are down in revenues, we still have been getting a large amount of calls and a high amount of traffic at the community center each day. Our customers are not spending as much on our programs but they are seeking our less expensive and free services. This is an indicator that our community still values and needs our services. They simply can no longer afford as much as they used to. We are an essential part of their lives. We continue to provide high quality programs and services at affordable rates. In many instances, we are either the sole provider or the primary provider for many recreational programs offered to our community. We are making a positive impact on the mental and physical health and well being of those we serve which is vital during these tough economic times.

Behind the scenes, staff worked hard planning for the upcoming summer and fall seasons. A lot of time was placed towards finding new and exciting programs to offer. We also spent time seeking out collaborations and partnerships. We continue to work on finding ways to improve our long standing programs. In some instances, we have eliminated programs that no longer have the popularity they once had.

As always, this report highlights many of the programs and services that were offered during the months of May & June. This report also highlight some of the **“Benefits & Outcomes”** that our programs and services provided to our community rather than simply listing the programs and services. In other words, the importance of what we do is better understood by measuring the “benefits & outcomes” as a result of what we do. This report also highlights some of the hard work staff has been doing behind the scenes to bring in new programs and services while reducing costs and increasing revenues.

1. Partnerships & Sponsorships:

- The Lunch program through the Washtenaw Nutrition Program is growing by leaps and bounds. In the month of May we served 898 meals and 996 in June. We are still the largest site for Washtenaw County (almost double any other nutrition site). We are very proud of our volunteers that help with this program. They are organized and the program runs smooth because of this.
- Our partnerships include offering programs through Michigan Amateur Softball Association (MASA), Michigan Parks and Recreation Association (MRPA), Major League Baseball (MLB), National Alliance for Youth Sports (NAYS) and Michigan Amateur Softball Association (MASA)
- The 2010 Start Smart baseball and golf seasons are continuing our partnership with NAYS. Some families are participating in both sports. We also have returning families that enjoy the program so much; they are participating again with their younger child.
- Our Ypsilanti Township Softball program is a member of MASA. Our MASA Coed, Men's and Women's leagues play at the Community Center Fields. Many of our teams are sponsored by area merchants such as Batteries Plus, Shar Music, Ypsi Rehab, Mr. Pizza, Aubree's, Tatted Up, Diamondback Saloon, A One Limousine and Dominos. Player families enjoy watching mom and dad play as well as our clean restroom facilities and awesome playground equipment. We also place players looking for a team to play on with a team in our league.

2. Marketing and Promotion:

- Work began on our Fall/Winter issue of "Discover Ypsilanti Township" magazine. We plan on having it completed by the end of July with a mid-August release date.
- Once again the beautiful summer brochure is turning out to be a great marketing tool. We have taken many calls about our programs from people that read the brochure. To date our 2010 "50 & Beyond" membership stands at 933 and growing. We believe the great number of new members is due to several things; great programs, friendly environment, wonderful staff, and effective marketing.
- We have started to work on this year's "Annual Bazaar" scheduled for the first weekend in October. This year we have formed a special bazaar committee. Each group and club will be asked to take on a specific duty for the bazaar. We see the bazaar not only as a

fundraiser for the senior program but also a wonderful marketing and promotion tool for the community center and the township.

- We continue to incorporate many cross marketing techniques here at the community center. We are letting parents know about kid, adult and senior programs. We tell the seniors about kid programs. We understand the power of the family unit. We have seen an increase of members in the senior program that register because a family member or friend told them about us. It works both ways because we have seniors whose grandchildren or great grandchildren are enrolled in one or more of our programs.
- We hold clinics for new participants to help introduce them to our programs. Our upcoming programs are promoted on the field and in the gym. We reach new participants with our “bring-a-friend” practice programs. Our families invite friends, classmates and neighbors to join our programs and we keep in touch by phone and email. Our parents are very supportive of their kids and they also bring additional family members and friends to games to cheer the players on.
- Our “Facebook” page for the recreation department is growing in popularity. This is becoming a strong marketing tool for us as it allows greater interaction with staff and our community. The popularity of “Social Networking” is surpassing printed media and even email. We promote many of our programs on our Facebook page. The community can post comments and photos on the site and share their experiences with everyone. We are working hard to build our “Fan” base on the site. Our Building attendants have stepped up to keep our Facebook site current.

3. Reference and Referral

- Our member to member services are working out great. We have several members that have asked for help using this program.
- Senior centers or older adult programs are the front line of prevention. The biggest threat to our local and state government is chronic conditions of the older population. This is why we offer reference and referrals. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them. We continue to refer these senior to the following agencies: Area Agency on Aging, Catholic Social Services, Help source, Neighborhood Senior Services, Home Instead, Washtenaw County Senior Services, Superior Woods Healthcare Center, All State Homecare, Regency Health Care Center, & Marion Manor
- We get very busy and find it difficult to write down every time we help a member but rest assured that it is on a daily basis in one way or

another. From calling referral agencies for them to just being there to listen our members know that we care and that we are here for them.

4. Community Collaboration and Outreach:

- On the first Thursday of every month we continue to host the Focus Hope food distribution. Seniors come to the community center and register with Focus Hope and receive several boxes of staple foods. Again we are one of the largest sites for our county. Our numbers are averaging 180 families a month.
- **EMU Grant Program** – The summer EMU grant program fell through due to their funding issues. Hopefully the fall program will be funded and we can work with the staff again.
- Our Community Collaboration with Willow Run Community Schools continued with the school district providing the High School track for our youth track and field program.
- We had to decline the Ypsilanti Public Schools offer for use of their High School tennis courts for our youth tennis program, unfortunately the court fees would have well exceeded past collaborative efforts.
- Many teams and organizations continue to call our fields and courts home. The Ypsilanti Lincoln Soccer Club practices and plays their home games at Ford Heritage Park. National Little League baseball and softball play at the Harris Road Park and hold player registration at the Community Center. Several AAU and community basketball teams hold practices at the Community Center Gym.

5. Collaboration with other Departments:

- We held our annual fire drill under the supervision of the fire chief. This time we did not inform staff when it would happen. Without instruction, staff was able to clear the community center within 4 minutes. Everyone did their job well. This is a requirement of the nutrition program we have here.
- Our township firefighters provide blood pressure screening every month for our members. As we all know high blood pressure is known as the silent killer. We had one senior that was told to go to their doctor for a follow up due to the blood pressure reading the firefighter found. This is a life saving service.
- Our own Green Oak Golf Course hosted our Start Smart Golf program on Wednesday evenings in June. Children enjoyed learning the game of golf with their parents. Both children and parents are putting it all together playing rounds of golf as Green Oaks is set up as our Start Smart Championship Golf Course for the evening. Our

golf pros at Green Oaks held a Junior Golf Clinic in May and taught Junior Golf Lessons in June.

- During May and June we coordinated game and practice field preparations with Parks and Grounds maintenance staff.
- We had several meetings with the park maintenance staff to plan for the soccer, softball and baseball practices and games. Our fields were ready to host over a hundred games a week during May and June. Maintenance staff continues to provide a safe playing environment for our program participants.

6. Health & Wellness:

- We continue to offer many fitness classes including Yoga, Zumba, exercise classes, line dancing, and Tai Chi. These classes are free to our 50 & Beyond members and provide a healthy outlet for physically activity. The program is paid for by grant money through the college. This partnership saves our staff time and money on instructors. These types of classes are also what the younger senior is looking for. Our enrollment in these classes has more than doubled in the past 6 months.
- Thursday afternoon has become Wii Fit day for the “50 & Beyond” members. Our staff takes the members through a workout routine using the Wii. They can either exercise, hula hoop, bowl, tennis or other options that come with the Wii fit game counsel.
- The members can now enjoy a professional 25 minute massage every Thursday. Massage is not for just feeling good. It truly can benefit the aging body. Our certified therapist is trained to work on all types of physical problems.
- Our weekly **Pickleball** sessions continued through the Months of May & June. Unfortunately our air conditioning in the gym has been down for the past several months and participation has dropped due to the heat. We started off offering it once a week, then it was twice a week and now we have several playing four times a week. This is a great form of exercise that combines badminton, tennis and ping pong. The seniors love it. If we had the space we would start a league.
- Our **Body Blast Boot Campers** feel better about themselves, this super-slimming, body-sculpting class helped them lose weight and BLAST calories. They enjoyed this low-impact fat burning aerobic and strength training style class, which shapes the whole body using resistance bands, lightweights, exercise balls, and cardio.
- Our **Zumba fitness classes** are a fusion of Latin and International music and teach dance themes that create a dynamic, exciting, effective fitness system! The routines feature aerobic/fitness interval

training with a combination of fast and slow rhythms that tone and sculpt the body. Zumba utilizes the principles of fitness interval training and resistance training to maximize caloric output, fat burning and total body toning.

- **Okinawan Karate** students learned defense tactics that help build a strong mind and body. Okinawan Karate trains adults and children in defensive tactics and proper self defense methods. The class emphasized physical and mental growth along with socially responsible behavior. Some of the many traits developed through martial arts are self-confidence, respect and discipline.
- **Little Ninjas** introduced children to Karate and basic self defense techniques. Children learned safety tips such as how to get out of the grasp of a predator and when to use a shin kick. They had fun with games, various exercises and improved coordination with basic kicks and jabs.
- Participants in our **Track & Field** program cover a lot more ground than it takes to reach the finish line in a race. Athletes receive coaching in areas ranging from positive image to being healthy. Each of two weekly sessions includes a life lesson, fitness games and of course running. Track & Field provides a safe and fun place for a young athlete to learn about being physically and emotionally healthy, and to connect and get along with others. It also allows athletes to determine their own goals and values, apart from what's cool.

7. Provide Recreational Experiences:

A. "50 & Beyond"

- In June we held our 2nd annual Talent Show. We had about 100 people attend and over 40 in the show. It was a great opportunity to showcase our very talented seniors.
- Between our classes, special events, organized games, volunteer opportunities, trips, club meetings, lunch, health activities, pot luck, bingo and other activities over 5500 members pass through our doors in May & June. That doesn't include our monthly newsletter that is mailed to over 850 households and is available at various local businesses, the Civic Center and local library. Most of the fitness classes have ended until September.
- Our annual **Mother's Day Brunch** was a great success with 112 in attendance. The children from Kids Korner entertained us with their playing of the hand bells. The event was enjoyed by all.

- We have started our very own acting troupe called “The Lively Players”. They are rehearsing now for a September show. We have 14 participants at this time.
- The senior dancers participated in the Township’s **Annual Dance Recital** this year with great response. The audience loved them and the seniors had a blast. We are very proud of our senior dance program and the ladies that take the classes.
- The **Lively Singers** held their 4th spring concert. Over 100 people attended the show In May. This group has been invited to sing at several churches and living centers in the fall. They really are getting very good.
- Our “50 & Beyond” members continue to enjoy a multitude of active and passive programs offered daily. For many we have become their “Home Away from Home.” Many involved with our program arrive as early as a half hour or more prior to our opening. We have become their livelihood.

B. “Enrichment & Special Events”

- **Summer Camp** – Our Summer camp program is going great! As of today not one complaint. The numbers are down slightly but that may be due to the state of our economy
- **Kids Korner** – Our Kids Korner program held their Kindergarten graduation in May. The fall program is almost full already. We believe this is due to the organized program our staff runs.
- Our annual **Dance Recital** took place on May 1st at the Willow Run Theatre. This year we had two show’s with over 500 in attendance at each show. In addition to all of our youth dancers, the “50 & Beyond” program entered three routines into the show. They tapped and Hula danced to rousing applause. Over all the show was a complete success due to the hard work & dedication to our dance instructors.
- Our **summer dance classes** started in June and exceeded expectations in registration. We were able to add two additional classes due to high enrollment.
- **Special Events** – We have organized 2 different special events for kids this summer. Barbie’s Tea Party and Superhero Extravaganza. These are inexpensive activities that we hope the kids will attend. Registration is picking up.
- **Mini Musical Theater Camp** – This class started in June and will finish with their show on July 8th. The class has 10 children ranging from 4-10 years old. Since our recreation Coordinator is teaching this class the actual cost is minimal. The children and parents are very pleased with this new program.

- In the fall the Recreation Coordinator has joined with Foster Elementary to offer an **after school theater class** to their students. The parent will pay and register for this class here at the community center and the class will be held at Foster Elementary once a week ending with a performance in early December.
- The recreation department received 24 new **Ukulele's** that were donated. One of the seniors volunteered to teach lessons here to kids 9-12 years old. We contacted the local elementary schools and the music teachers were told to have their students write a short essay on why they would like to learn how to play the Ukulele. The instructor then chose the students and held the first session in June. The kids were so excited to take home their own instrument. The next session for the remaining 12 Ukulele's is set for August.

C. "Sports & Fitness"

- The Track and Field Program will compete in the MRPA 33rd Annual Hershey's Track & Field Games in July at the Holt High School Track.
- Congratulations to all our participants that took part in our Aquafina MLB Pitch, Hit & Run local competition at Ford Heritage Park on Monday, May 3, 2010. The local competition drew players from numerous leagues in the area as well as our own. Participants competed in the 7-8, 9-10, 11-12 and 13-14 age groups. At the local competition six awards were given out in each age group: All-Around Champion, All-Around Runner-Up, All-Around Third Place, Pitching Champion, Hitting Champion and Running Champion.

The participants in our local competition advanced to Sectional Competition for each age group in the following categories: All-Around Champion Pitching Champion, Hitting Champion and Running Champion. The Sectional Competition was held on Saturday, June 5 at Central Park in Dearborn Heights. Jessiann Wiedmann, 9-10 Year Old Girls Age Division and Brendan Simpson, 9-10 Year Old Boys Age Division won sectionals and moved on to the Detroit Tigers 2010 Michigan Championships at Comerica Park on June 19.

- During the months of May and June children participated in our 8 v 8 soccer, 6 v 6 soccer, 4 v 4 soccer, 3 v 3 soccer, pre-school soccer, youth baseball, coach pitch baseball, T-ball baseball, Start Smart Baseball, Start Smart Golf, gymnastics, karate, track and field, tennis and basketball camp programs. Adults participated in our softball leagues, Body Blast Boot Camp and Zumba fitness classes.

Soccer practices and games concluded in June. All games were played at Ford Heritage Park. Teams also practiced at Ford Heritage Park as well as, Ford Lake, Burns, and Wendell Holmes Parks.

- **Baseball, Coach Pitch and T-Ball teams** opened their seasons in May. Games and practices are held at Ford Heritage Park. Teams also practice at Wendell Holmes, Lakeview, Community Center, Nancy and Ford Lake Parks.

8. Youth Development

- Parents enroll their children in our programs to receive certain benefits as a result of the time spent in the program. Every aspect of play taught/coached at any one age is reinforced at the next age. We strive to help each player reach his or her full potential and be prepared to move to the next stage of development. We help develop their child's appreciation of the game. Our coaches are sensitive to each child's development needs. The players learn the technical, tactical, physical and psychological demands of the game for their level. We implement rules and equipment modification according to the player's age group. All players experience all positions, have fun and receive positive feedback. Practices are conducted in the spirit of enjoyment and learning. The appropriate number of practices and games are provided according to the player's stage of development. Our youth sports programs are building confidence and self-esteem, and making sports fun. They provide opportunities for our players to live, grow, and develop into contributing members of society.
- During our sports seasons players make new friends and families spend time getting to know each other. Our recreation programs help promote social bonds by uniting families. Our seasons end with team celebrations providing family and community bonds that last a lifetime.
- Our Start Smart Baseball families celebrated with a season ending T-ball game and picnic. Grandma, Grandpa, Mom, Dad and siblings were all there to cheer the players on. Start Smart is a step-by-step approach that builds confidence and self-esteem, and makes sports fun. Parent-child groups perform motor skill tasks that gradually build confidence in children while they are having fun at the same time. By the end of summer our parent-child groups will have participated in Start Smart Golf, Baseball and Basketball. We will also offer Start Smart Football this fall. The Start Smart Program brings a nationally acclaimed program to our community. The program helps parents and children by promoting a positive sports message and provides an alternative sports program for children under 7.

- Our soccer and baseball parents are very supportive of their kids and they also bring additional family members and friends to games to cheer the players on. Coaches presented their soccer players with participation awards for a season well played after the last game of the season.
- Our tennis lessons use foam and low bounce tennis balls along with regular tennis balls allowing all levels of players to improve ball control and hand-eye coordination. Games and skill sessions are essential parts of the lessons in order to instruct the students in the forehand, backhand, approach, volleys, overheads, lobs and serves.
- Jump-A-Rama Gymnastics teaches basic gymnastic techniques focusing on body awareness, self-confidence, hand-eye coordination, inverted orientation and lateral awareness. Children learn skills such as rolls, hand stands, bridges, and cartwheels.
- Parents and players are enjoying our Basketball Camp this summer at the Community Center gym. The camp meets once a week for six weeks. Campers have been working on shooting, dribbling, passing, ball handling, defense footwork, and proper conditioning. The camp is providing the opportunity for children to learn the fundamentals of basketball. Already players have developed the skill and confidence in their game.

9. Staff/Volunteer Development:

- The Recreation Director has been meeting more frequently with the support staff (a couple of times a week). These meetings allow for input by the support team and collectively we are evaluating the procedures of our front line functions. The Clerical Staff are very talented and offer valuable information on how we can improve service. Their ideas are well thought out and most of them are incorporated into our procedures.
- We recently had a representative from Vermont Systems (RecTrac) come to the community center for training. It was very informative as newer employees gained first-hand knowledge on using the software. Veteran employees also learned short cuts and programming our offerings.
- Our Youth Soccer, Youth Baseball and Adult Softball programs are officiated by a staff of over 30 sports officials. Meetings and clinics for our soccer and baseball officials are held seasonally. These sessions help our part time staff and volunteers continue their education in the sport they are participating in. They learn about developing skills to provide positive support for our players in our Youth Soccer, Pre-School Soccer, Youth Baseball, Coach Pitch and T-Ball programs.

- Our Start Smart program trains future youth league parents and coaches, develops future participants for our organized sports programs.
- Training and educating youth sports coaches is just the first step in ensuring that our children in sports league enjoy a positive, safe and rewarding experience.
- Our volunteer coaches contributed over 4,000 hours to our youth soccer and baseball program during the month of May and another 3,000 hours during the month of June. Once the season begins and teams take the field for that first practice, our job as a youth sports administrators is only just beginning. We make it a habit to visit practices and engage in friendly chat with assistants and parents, as well as observe the interaction of coaches and players. We also make it a habit to watch the games and monitor sideline behavior, as well as sit in the crowd and listen. We also have an excellent relationship with our referees and umpires getting feedback after every game.

10. Park Operations:

- Our 2010 Park season is off to a good start. We received very few complaints about the elimination of the free annual park passes for township residents. We did have a very wet spring which has negatively affected park traffic. We are hoping for better weather for the remainder of the season.
- We are still waiting to hear back from the MDNRE about our **Lakeside Park grant** application. Once we receive the preliminary scores we will have time to make adjustments to the application. The recreation director will be making presentations to the WCPARC and to the MDNRE Trust Fund Board in July & August respectfully in an effort to secure funding for the project.

11. Events & Programs:

Upcoming “50 & Beyond Trips” and Programs:

| | |
|------------------|------------------------------|
| Red hat | Recycled card crafts |
| Bingo | Domino club |
| Country music | Bridge club |
| TOPS | Quilters club |
| Foot Nurse Visit | Birthday celebration Tuesday |

German Club
Scrabble Club
Pickleball
Freedom Picnic
Freedom Jamboree
Turkeyville – Ring of Fire
Diabetes Review
Eastern Market
Billiards

Euchre
Enhanced Fitness
Eastern Market trip
Detroit Princess Trip
Motor City casino Trip
Mud Hen Game
Knee Pain Speaker
Senior Band

Upcoming Enrichment Events & Programs:

Summer camps
Jump-A-Rama Gymnastics
Ukulele Stars – Lessons
Summer Dance Classes
Amazing Mom/Son Race
Barbie fashion Tea Party
Craft Sessions
Basic Massage

Jump-A-Rama Cheer
Pre-School Art classes
Tap Dance for Adults
Therapeutic Massage
Superhero Extravaganza
Wonderful World of Color art classes
Adult Travel
Therapeutic Massage

Upcoming Health, Sports Events & Programs:

Start Smart Baseball
Coach Pitch Baseball
Aquafina Pitch, Hit & Run
Junior Golf Clinics
Track & Field
Basketball Camp
Tennis Lessons
Okinawan Karate
Pre-School Soccer
Zumba
Yoga

T-Ball
Youth Baseball
Start Smart Golf
Junior Golf Lessons
Willow Run Swim Club
Start Smart Basketball
Little Ninja's
Youth Soccer Camp
Soccer Leagues
Body Blast Boot Camp
Adult Softball

Respectfully Submitted,

Art Serafinski, CPRP, CPSI, Director

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, JULY 20, 2010

**** PLEASE NOTE START TIME ****

6:00 P.M.

**CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE**

1. DISCUSS DRAFT RESOLUTION NO. 2010-13, POLICE SERVICE MILLAGE
2. DISCUSS CHANGE IN CHIPPING SERVICE
3. REVIEW AGENDA
4. OTHER DISCUSSION

DRAFT

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2010-13

Proposal A

Police Services Millage – New

WHEREAS, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to increase its present level of services as it pertains to law enforcement services and to increase police services funds for Ypsilanti Township; and

WHEREAS, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

NOW THEREFORE BE IT RESOLVED, that the following proposal be placed on the ballot for an election to be held on the 2nd day of November, 2010

PROPOSAL FOR POLICE SERVICES MILLAGE NEW

Shall the Charter Township of Ypsilanti be authorized to levy and increase the limitations of the total amount of general ad valorem taxes which may be imposed in any one year upon real and tangible personal property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, as provided by Section 6 of Article IX of the Constitution of Michigan, 1963, from 0.0 to 2 (\$2 per \$1000), for a period of four (4) years from 2010-2013 both inclusive, for the purpose of providing revenues for law enforcement services, community policing/neighborhood watch and ordinance enforcement? The first year of this levy shall generate estimated revenue of \$2,741,361.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Residential Services

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Jeff Allen, Residential Services Director

Date: July 12, 2010

Subject: Chipping service change

I am proposing that we change our service level for our chipping season. As you may recall in the budget process, I presented a service level change for 2010 to not only move chipping to every other week, but also to only chip for 2 – 8 week periods in the Spring and Fall.

Due to many factors, I am proposing that we continue to present chipping to our residents during these summer months on an every other week basis. We have continued to chip already well beyond the June 11 end date due to some big wind storms that we have experienced within the past 2 months.

I will be available at the meeting should you have any questions.

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES

- C. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT YPSI COURT FOR PARCELS K-11-10-108-006.K-11-10-108-007 AND K-11-10-108-008
- D. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 17 AVIS
- E. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED ON 1659 SMITH STREET
- F. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED ON 1845 WHITTAKER ROAD
- G. GENERAL LEGAL UPDATE

OLD BUSINESS

- 1. 2ND READING RESOLUTION NO. 2010-12, PROPOSED ORDINANCE NO. 2010-406, AMENDING ORDINANCE NO. 2001-280 – SEWER USE ORDINANCE

NEW BUSINESS

- 1. AUTHORIZE SIGNING OF MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (MERS) LETTER OF AGREEMENT AND GOVERNING BODY RESOLUTION
- 2. REASSIGNMENT OF NEIGHBORHOOD WATCH DUTIES
- 3. BUDGET AMENDMENT #8
- 4. RESOLUTION NO. 2010-14, SUPPORTING TEXTILE ROAD IMPROVEMENTS
- 5. 2010 CDBG CODE ENFORCEMENT AGREEMENT
- 6. AGREEMENT BETWEEN MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND YPSILANTI TOWNSHIP FOR SIDEWALK MAINTENANCE ON MICHIGAN AVENUE BETWEEN WIARD AND HOLMES ROADS AND AUTHORIZATION FOR SUPERVISOR AND CLERK TO SIGN ALL NECESSARY DOCUMENTATION
- 7. 2010 THIRD AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR CRACK SEALING IN FORD LAKE VILLAGE SUBDIVISION IN THE AMOUNT OF \$8,500, BUDGETED IN LINE ITEM #212.970.000.818.022
- 8. REFER TO LIQUOR COMMITTEE THE REQUEST OF RAINBOW HOSPITALITY, LLC, LOCATED AT 2874-2876 WASHTENAW TO TRANSFER 2010 TAVERN LICENSE TO CLASS C LICENSE

9. UNIFORM VIDEO SERVICE FRANCHISE AGREEMENT WITH COMCAST CABLE

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

AUTHORIZE:

1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PURCHASE 2010 WORKSTATION REPLACEMENTS, NOT TO EXCEED \$33,400, BUDGETED IN LINE ITEM #101.266.000.977.000
2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PURCHASE WINDOWS 7 ENTERPRISE LICENSING, NOT TO EXCEED \$22,000, BUDGETED IN LINE ITEM #101.266.000.977.001
3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SOLICIT BIDS FOR THE PURCHASE OF LARGE NETWORK STORAGE SYSTEM. FUNDS OF \$45,000 HAS BEEN BUDGETED IN LINE ITEM #101.266.000.977.000
4. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO SEEK COMPETITIVE PROPOSALS FOR VARIOUS PARK SIGNS TO BE LOCATED THROUGHOUT THE YPSILANTI TOWNSHIP PARK SYSTEM

STATEMENTS AND CHECKS

- A. JULY 6, 2010
- B. JULY 20, 2010

PUBLIC COMMENTS

WASHTENAW COUNTY

The Office of the Sheriff

Jerry L. Clayton, Sheriff

WCSO 2010 STATE OF THE OFFICE

Ypsilanti Township

Presentation Objectives

- Provide residents and elected officials of Ypsilanti Township with meaningful, fact based educational information regarding the WCSO and our current state
- Discuss impacts of current staffing levels

Framing the issues

- ⦿ What this is, what it isn't
- ⦿ The importance of aligning our perceptions with our current reality
- ⦿ Basic service related facts and statistics
- ⦿ How do we move forward

Four Core Strategies

- Providing **Community Leadership**
- Building **Partnerships & Collaborations**
- Focusing on **Service Excellence**
- Providing **Internal Direction & Accountability**

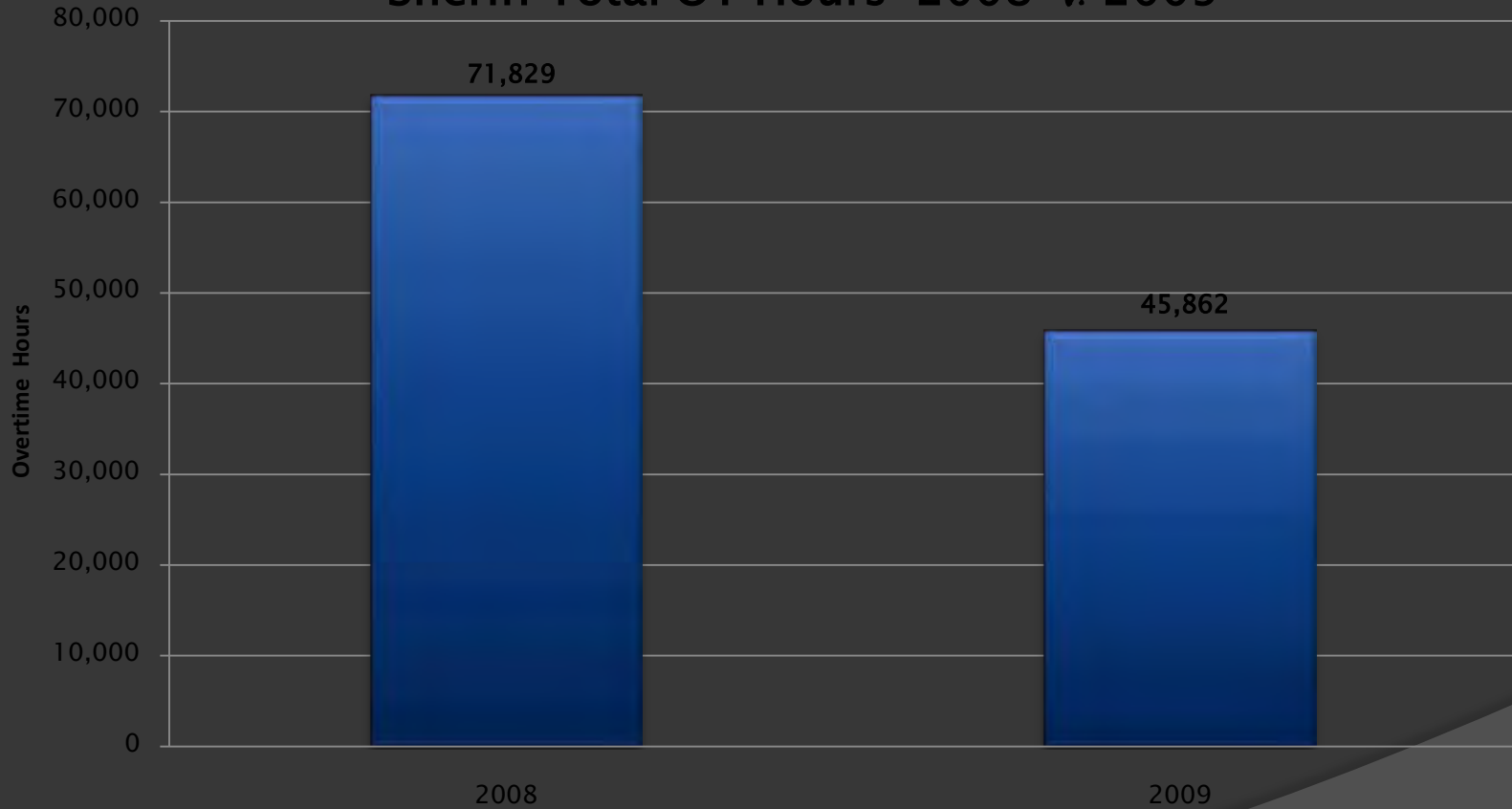
Current Reality

- Economics
- Staffing levels
- Engagement vs. Reactive
- Crime levels

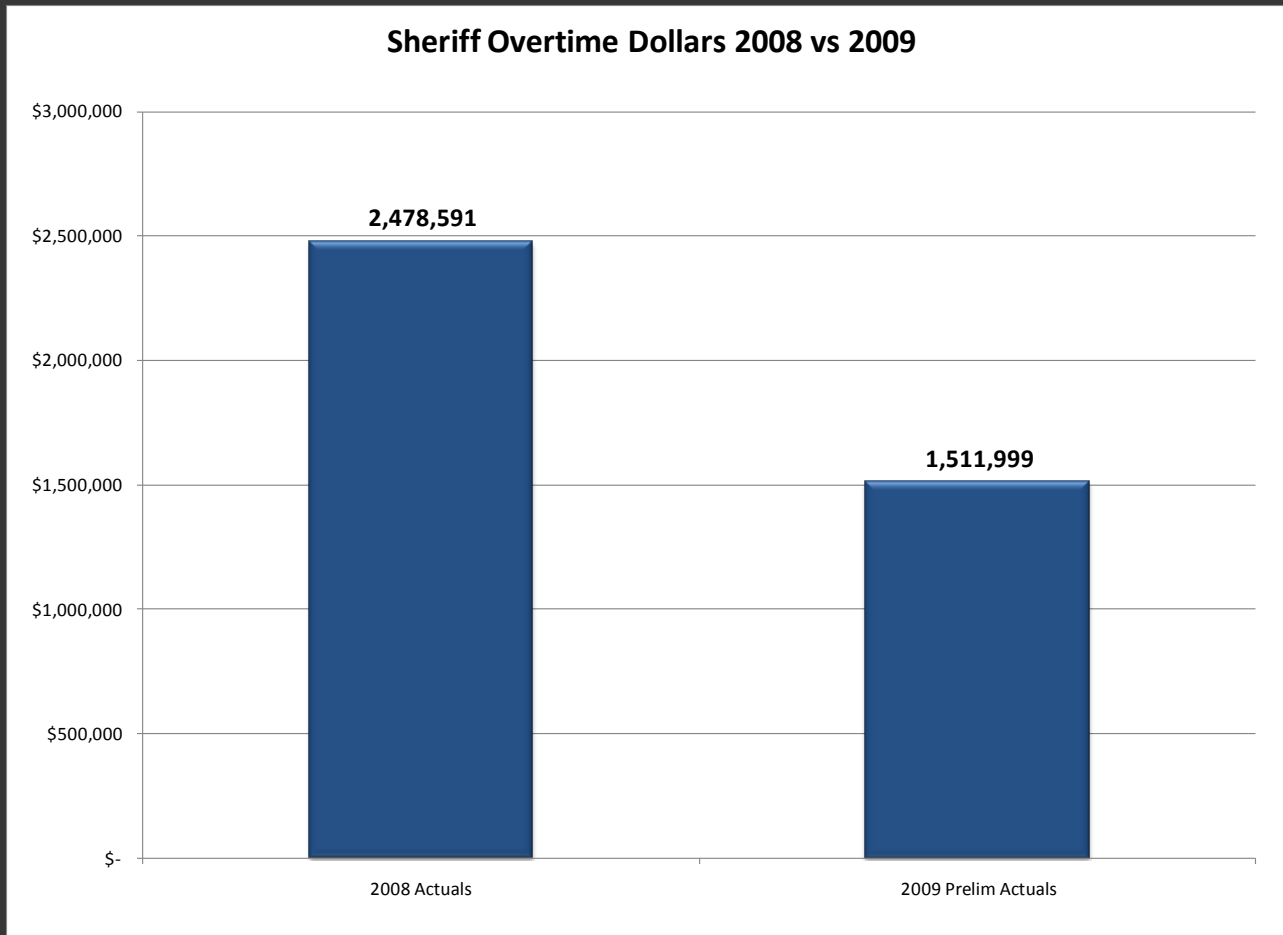
Overtime as a strategy

36% Reduction in Overtime

Sheriff Total OT Hours 2008 v. 2009



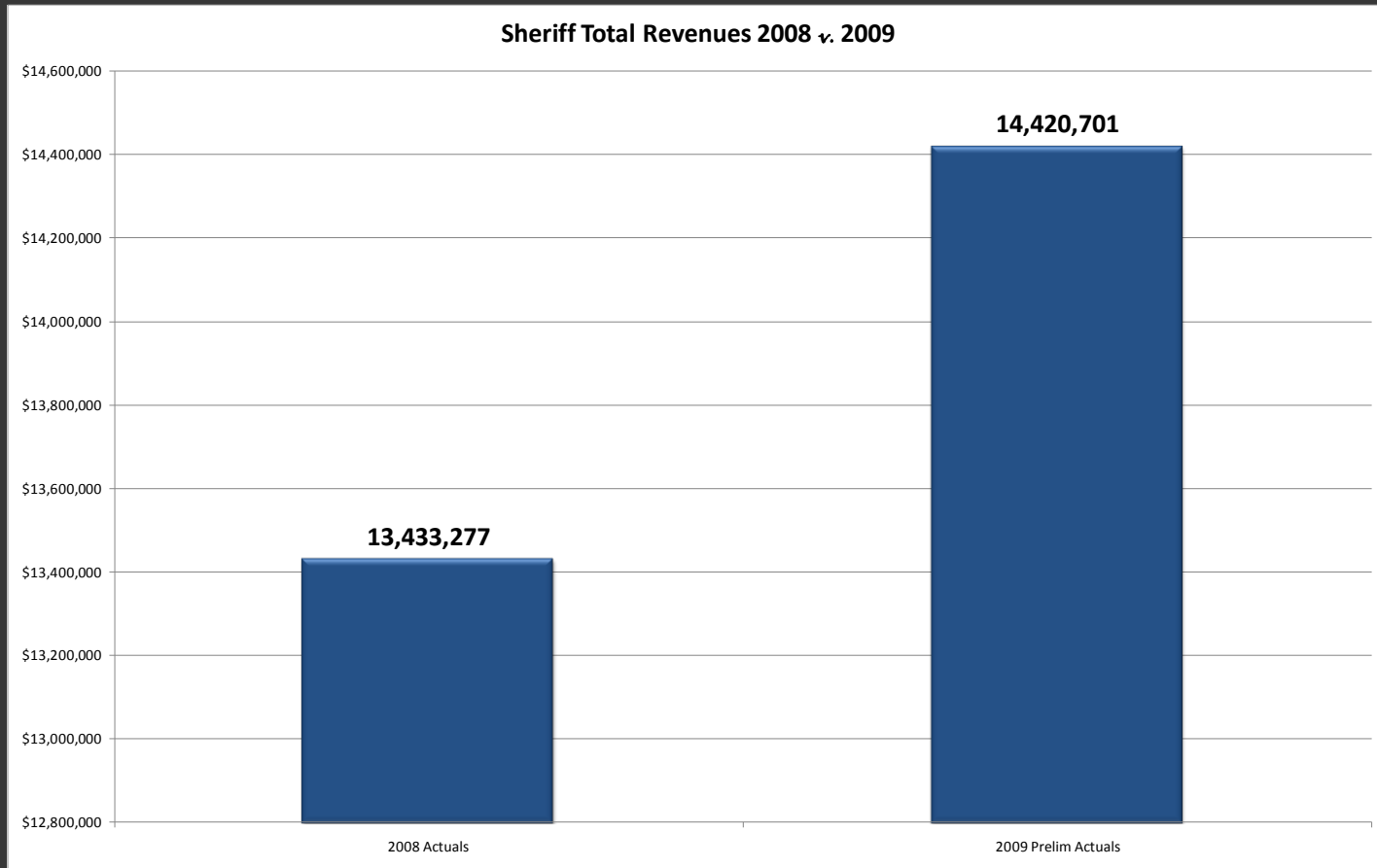
Sheriff Overtime Dollars 2008 v. 2009



Organizational Effects of Forced OT

- ⦿ Deterioration in work performance
- ⦿ Greater likelihood of health and safety incidents

Sheriff Total Revenues 2008 v. 2009



2009 Savings

\$500,000 initial budget reduction
\$966,592 in Overtime Savings
+\$987,424 in Revenue Generation
= \$2,454,016 Total Savings

Net annual work hours

- Data on Net Annual Work Hours will be included.

Current Reality cont.

- Calls for service per deputy (pre and post decline)
- Sgt. Case load

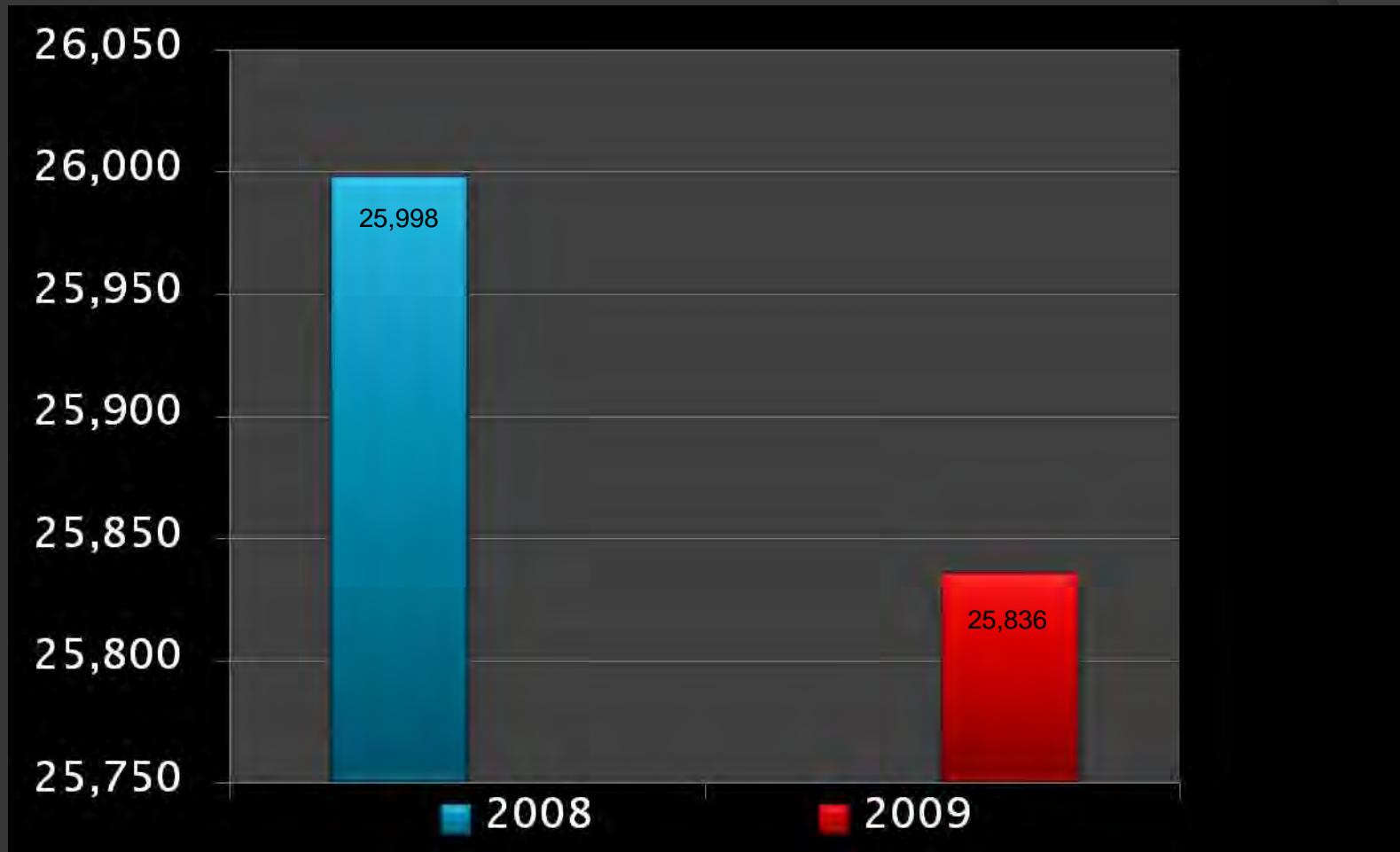
Residents asked for...

- Close to 200 residents at forums
 - Increased visibility
 - Foot patrols
 - More forums/outreach/engagement
 - Faster response times
 - Citizen follow-up after crimes solved
 - Youth programs
 - More home security surveys

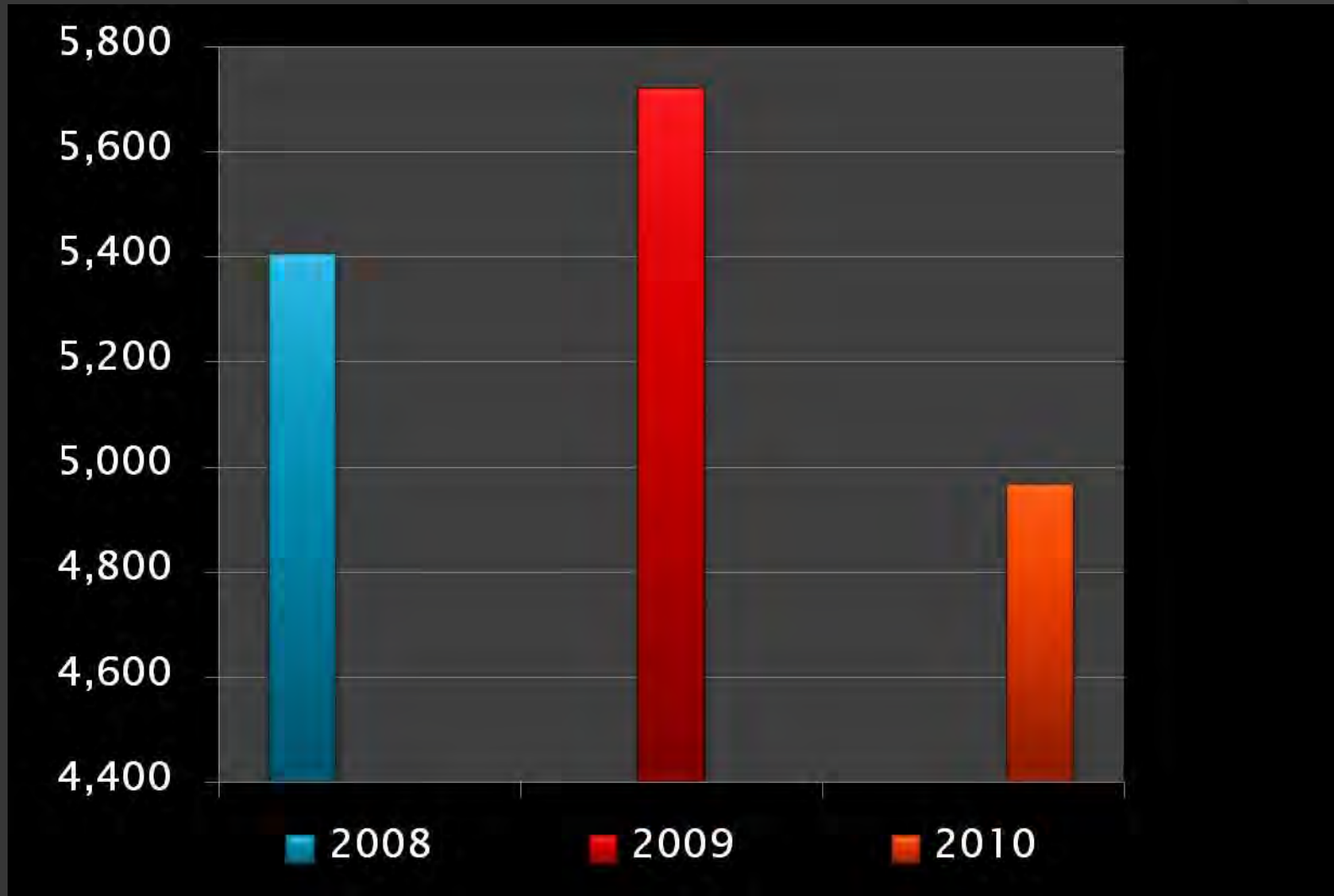
Engagement v. Reactive

- ◎ As staffing levels diminish;
 - Engagement suffers as deputies run from call to call
 - Prevention programs suffer
 - Reactive based enforcement becomes focus
 - Root causes go unaddressed
 - Response times increase
 - Less visibility

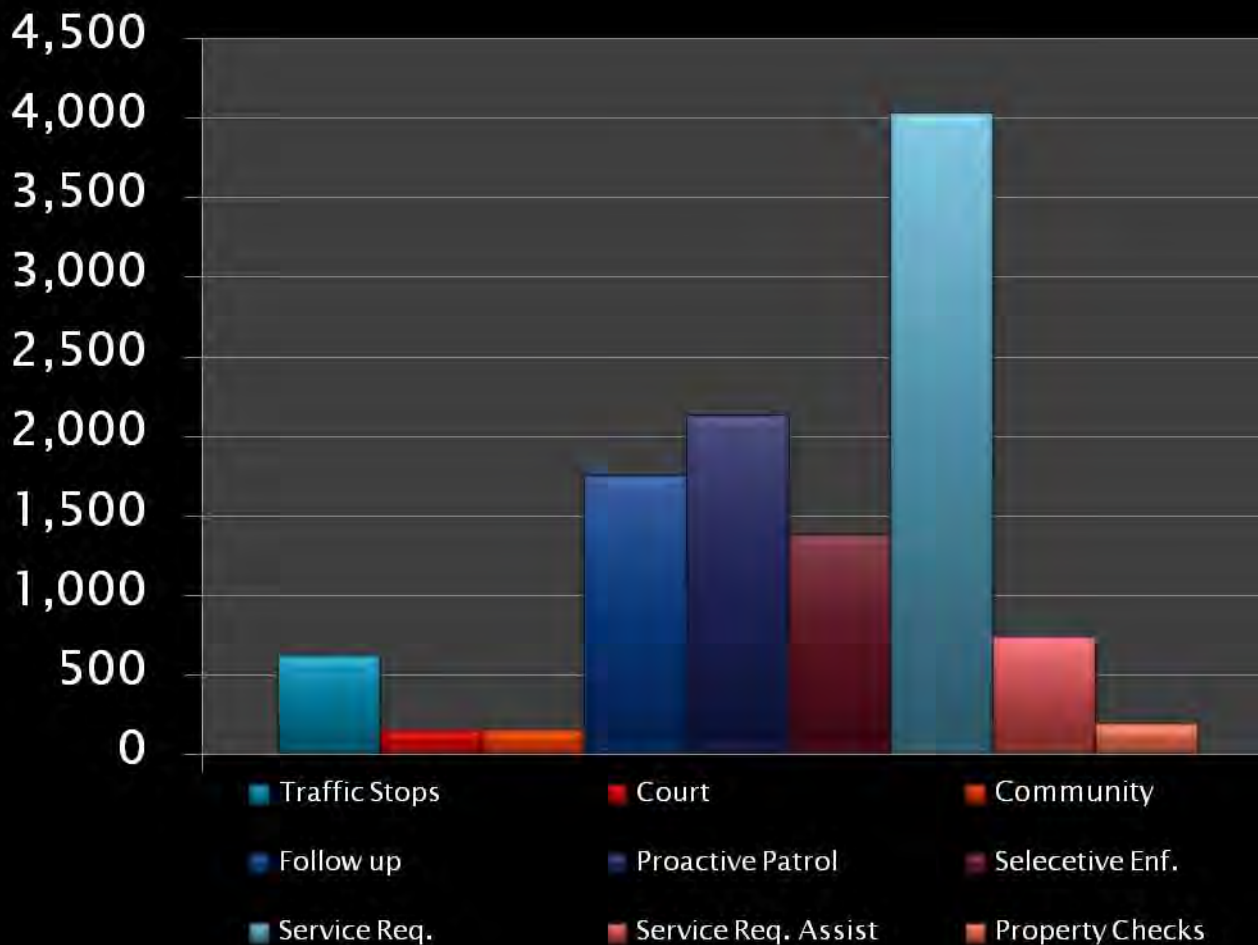
Total Calls For Service



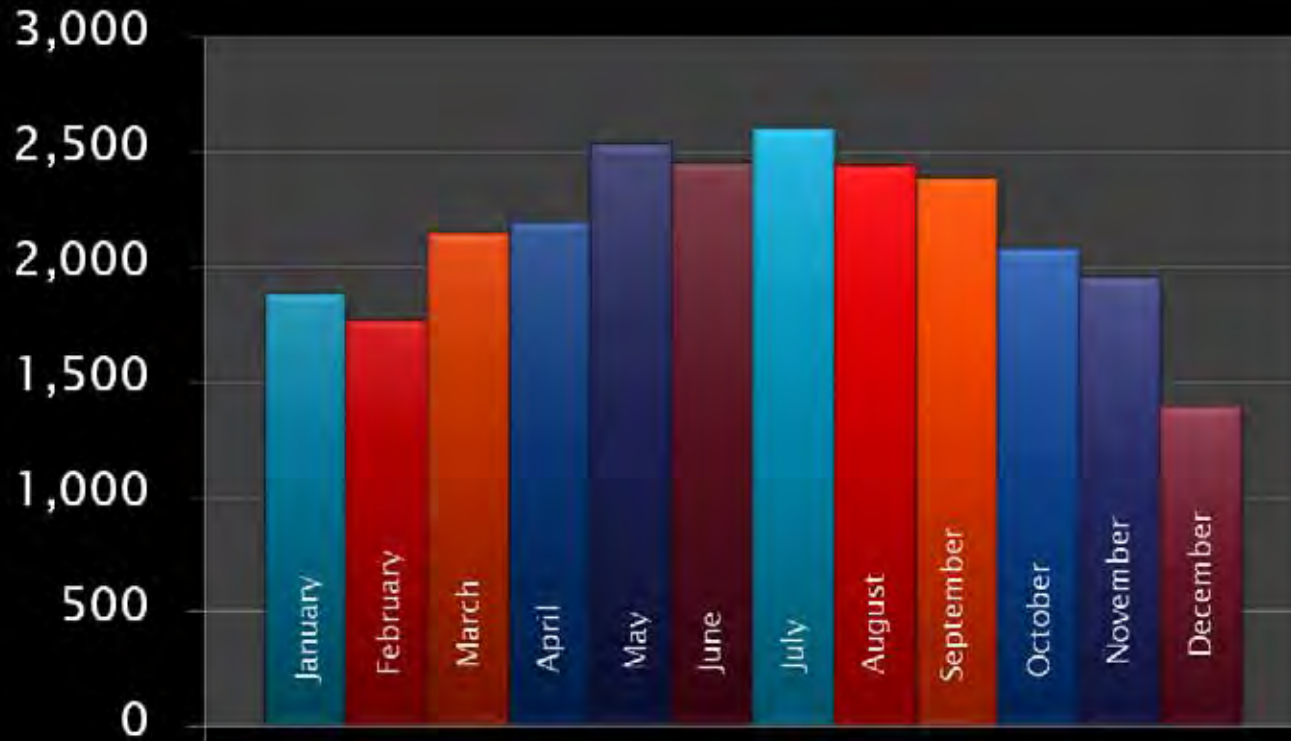
Year to Date
(January-March)



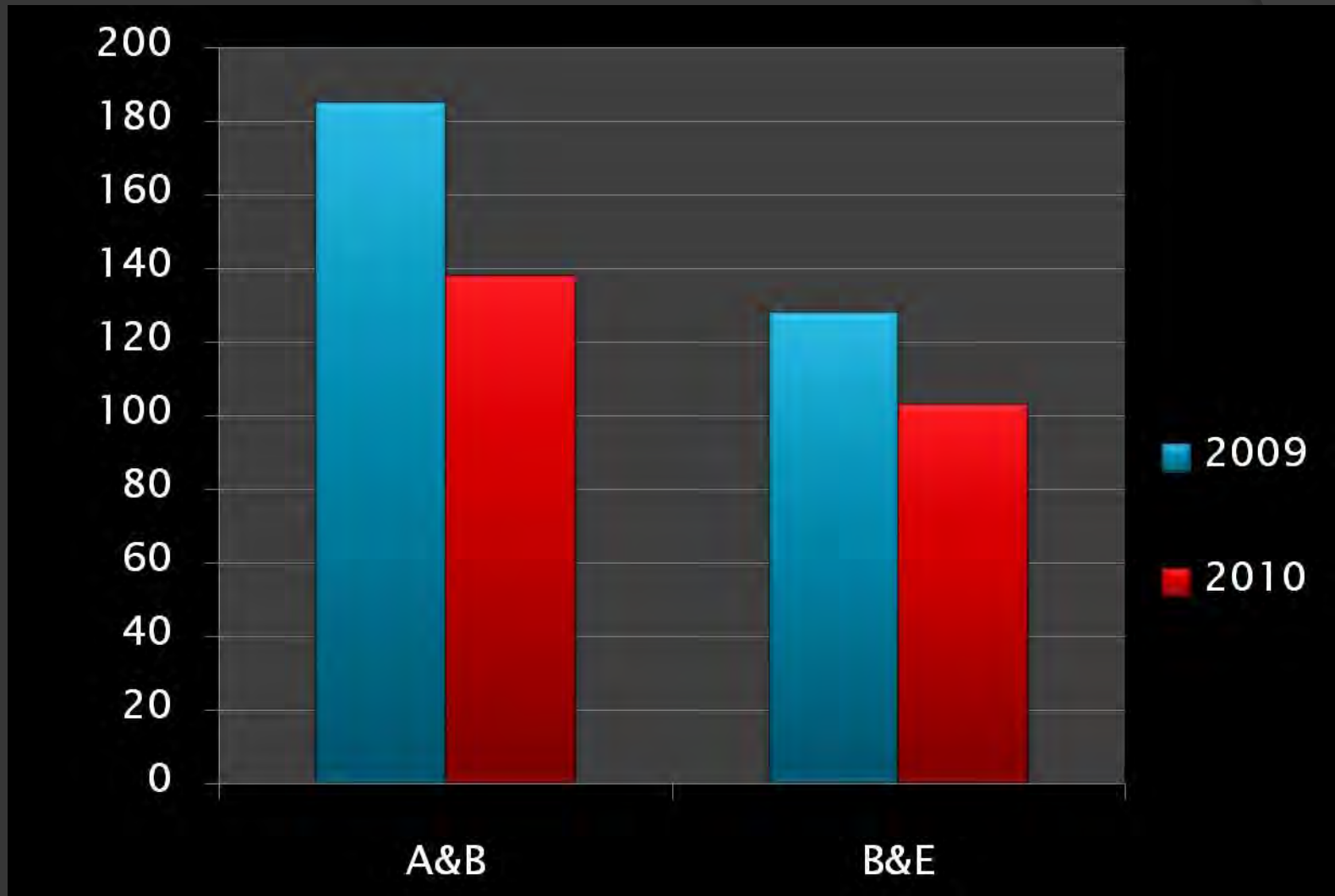
Activity Log Area Summary Report 2009



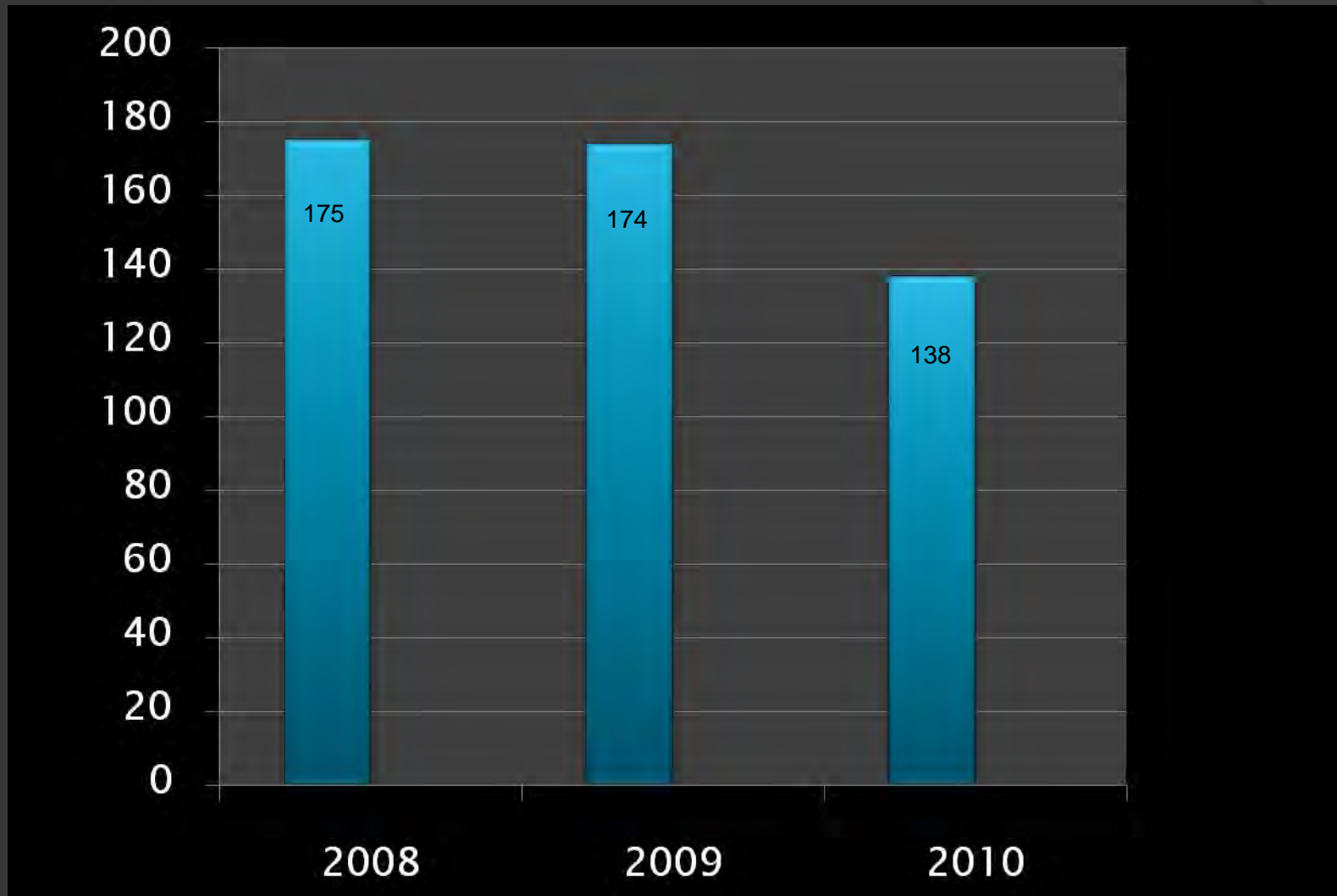
Number of Incidents by Month 2009



Year to Date
(January-March)



Yearly Home Invasions (January-April)



WCSO Next Steps

- ① Continued Community Engagement efforts
- ① Stronger public private partnerships

Recommendations

- Increase in staffing allocation
- Align discretionary OT with strategic objectives
- Support Continued CE efforts
- Stronger public private partnerships

WCSO 2010 STATE OF THE OFFICE

Ypsilanti Township

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 15, 2010 WORK SESSION**

PROPOSED

Supervisor Brenda L. Stumbo called the meeting to order at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie and Mike Martin

Members Absent: Trustees Stan Eldridge and Dee Sizemore

Legal Counsel: Wm. Douglas Winters

1. REQUEST OF MOHAMAD HOJEIJE FOR APPROVAL OF FIREWORKS PERMIT

Supervisor Stumbo stated she received a last minute request to place a fireworks permit application on the board agenda. She asked the Board if the item could be considered under Other Business. The Board agreed.

2. 1ST READING RESOLUTION NO. 2010-12, PROPOSED ORDINANCE NO. 2010-406 – SEWER USE

Perry Thomas, YCUA Chief Compliance Officer provided an in-depth presentation of the proposed Sewer Use Ordinance changes (see attached Executive Summary).

3. POTENTIAL AT&T LEASE OF TOWNSHIP PROPERTY FOR A WIRELESS COMMUNICATION TOWER

Supervisor Stumbo explained AT&T was interested in placing a lease tower in Ford Heritage Park. She said the request was to allow the full-time administrators and legal counsel to enter into negotiations with AT&T for the lease of Township land and the installation of the tower. Supervisor Stumbo reminded the Board that final approval would come back to them at a future board meeting. The Board agreed.

REVIEW AGENDA

Supervisor Stumbo briefly reviewed the agenda with further discussion on the following items:

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 15, 2010 WORK SESSION MINUTES
PAGE 2**

PUBLIC HEARING

B. TUESDAY, JUNE 15, 2010 AT APPROXIMATELY 7:15 P.M. – PRESENT THE MOBILE HOME RENTAL INSPECTION ORDINANCE AS REQUIRED BY THE STATE OF MICHIGAN

Supervisor Stumbo explained the State required a public hearing and once they approved the wording, the 1st reading of the proposed ordinance would be place on the board agenda. She stated the Township currently inspected rental homes and this ordinance would extend inspections to mobile homes.

NEW BUSINESS

1. BUDGET AMENDMENT #7

Supervisor Stumbo stated the budget amendment was needed to cover the cost of tax tribunal cases. She said there had been a record number of cases filed and the Ford Motor Company tax tribunal case continued to be very expensive.

AUTHORIZATIONS AND BIDS

1. REQUEST OF THE CIVIL SERVICE COMMISSION TO SELECT, IN CONJUNCTION WITH THE THREE FULL-TIME OFFICIALS AND FIRE CHIEF, THE LOWEST, MOST QUALIFIED BIDDER TO ADMINISTER THE CAPTAIN AND LIEUTENANT PROMOTIONAL TEST AND FIRE MARSHAL TEST.

Supervisor Stumbo said the promotional testing was done every two years and the fire marshal testing was necessary because of the vacancy.

2. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD BID FOR THE DEMOLITION OF 2158 WOODALE TO THE LOWEST, MOST QUALIFIED BIDDER.

Supervisor Stumbo stated Mr. Fulton's recommendation had been distributed to the Board.

A. TUESDAY, JUNE 15, 2010 AT APPROXIMATELY 7:00 P.M. – REQUEST OF INTEGRATED SENSING SYSTEMS, INC. FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE – RESOLUTION NO. 2010-11

Supervisor Stumbo asked Mr. Najafi, ISSY's Founder and CEO to provide a brief overview of his company.

Mr. Najafi explained his company, which produced small mechanical devices was on the cutting edge of technology. He stated that his company was currently working on an implantable heat device that was wireless and did not require batteries. The device

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 15, 2010 WORK SESSION MINUTES
PAGE 3**

would provide the same information as a catheterization procedure and would be used for patients with congestive heart failure and traumatic brain injuries. Mr. Najafi explained the device required advanced research and it would be a few years before clinical studies would be done. He said his company also manufactured fuel cell applications and industrial sensors and provided a brief explanation of each product. Mr. Najafi explained ISSY'S was the only company in the United States qualified for use of this type of technology, for both industrial application and implantable devices. He further explained that he had been in business approximately 15 years and was ready to expand. Mr. Najafi said he looked forward to working with the Township in establishing their new manufacturing facility, which would allow them to produce their products at higher volumes. He stated he employed approximately 30 highly educated people, with PhDs and Masters and hoped to hire an additional 25 people within the next five years.

Supervisor Stumbo commented that the Township was very thankful that ISSY'S was expanding. She said Research & Development was the future and provided the diversity from manufacturing automobiles. Supervisor Stumbo stated the Board appreciated their decision to remain in the Township and looked forward to working with them.

ADJOURNMENT

The meeting adjourned at approximately 6:59 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 15, 2010 REGULAR MEETING**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie and Mike Martin

Members Absent: Trustees Stan Eldridge and Dee Sizemore

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING:

A. 7:04 P.M. – REQUEST OF INTEGRATED SENSING SYSTEMS, INC. FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE, RESOLUTION NO. 2010-11

The public hearing was opened at approximately 7:03 p.m.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Martin to approve Resolution No. 2010-11, request of Integrated Sensing Systems, Inc. for an Industrial Facilities Tax Exemption Certificate (see attached). The motion carried unanimously.

The public hearing was closed at approximately 7:05 p.m.

B. 7:15 P.M. –MOBILE HOME RENTAL INSPECTION ORDINANCE AS REQUIRED BY THE STATE OF MICHIGAN

The public hearing was opened at approximately 7:08 p.m.

Supervisor Stumbo explain the public hearing for this ordinance was a State requirement and the 1st reading was expected to occur at the next Board Meeting.

The public hearing was closed at approximately 7:09 p.m.

PUBLIC COMMENTS

Arloa Kaiser, Township Resident voiced her concerns regarding the flooding on Gail Ct. and the lack of response by the Road Commission and Drain Commission.

**CHARTER TOWNSHIP OF YPSILANTI
JUNE 15, 2010 REGULAR MEETING MINUTES
PAGE 2**

JoAnn Shaffer, Township Resident asked for direction regarding tree limbs from her neighbor's property that hang over her driveway. She stated it was vacant land and asked if the weeds could be mowed because she was concerned about rats.

Supervisor Stumbo explained that she was allowed to cut any branches that hung over the property line. She stated an Ordinance Officer would investigate to see if mowing could be enforced.

MINUTES OF THE MAY 18, 2010 WORK SESSION AND REGULAR MEETING AND THE MAY 27, 2010 SPECIAL MEETING.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the minutes of the May 18, 2010 Work Session and Regular Meeting and the May 27, 2010 Special Meeting. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo said the 4th Edition of the Visa Newsletter had been mailed out. She provided a brief overview of meetings attended by the three full-time officials and staff.

CLERK REPORT

Clerk Lovejoy Roe stated the Clerk's Office was preparing for the August 3, 2010 Election and the office would be open on Saturday, July 31, 2010 from 9:00 a.m. to 2:00 p.m. for absentee voting. She explained election inspector certification and electronic poll book training would occur in July.

TREASURER REPORT

A. May 2010

Treasurer Doe gave the report for May 2010. The beginning balance was \$31,716,323.23 and the ending balance was \$31,044,057.08.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to receive and file the May 2010 Treasurer's report (see attached). The motion carried unanimously.

ATTORNEY REPORT

Attorney Winters provided a brief update on the 297 Unit Tuscan Creek Apartments Complex where a fire occurred last September. He said funds for the demolition or repair of the building were being held in escrow.

Attorney Winters said foreclosures were increasing, causing a surge in blighted properties. He stressed that property owners needed to be held accountable and he believed with the hard work of the Township team, it would be accomplished.

NEW BUSINESS

1. BUDGET AMENDMENT #7

A motion was made by Clerk Lovejoy Roe, Clerk supported by Trustee Currie to approve Budget Amendment #7 (see attached). The motion carried unanimously.

2. REQUEST TO RELEASE ESCROW FUNDS, IN THE SUM OF \$7,860 FOR 789 DORSET RECEIVED FROM FOREMOST INSURANCE ON MAY 3, 2010 PER THE REQUIREMENTS OF MCL 500.2845

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to release escrow funds, in the sum of \$7,860 for 789 Dorset to Foremost Insurance per the requirements of MCL 500.2845. The motion carried unanimously.

3. REQUEST OF ASIA CITY RESTAURANT LOCATED AT 2905 WASHTENAW TO AMEND CLASS C LIQUOR LICENSE TO PROVIDE SUNDAY ALCOHOL SALES AND OFFICIAL FOOD PERMITS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Asia City Restaurant located at 2905 Washtenaw to amend their Class C Liquor License to provide Sunday alcohol sales and official food permits (see attached). The motion carried unanimously.

4. 1st READING RESOLUTION NO. 2010-12, PROPOSED ORDINANCE NO. 2010-406, AMENDING ORDINANCE NO. 2001-280- SEWER USE ORDINANCE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st reading Resolution No. 2010-12, Proposed Ordinance No. 2010-406, amending Ordinance No. 2001-280-Sewer Use Ordinance (see attached). The motion carried as follows:

| | | | | | | | |
|----------------|------------|------------------|---------------|------------------|---------------|-------------|------------|
| Martin: | No | Currie: | Yes | Stumbo: | Yes | Roe: | Yes |
| Doe: | Yes | Eldridge: | Absent | Sizemore: | Absent | | |

- 5. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 7502 WARWICK**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the request for authorization to initiate legal action if necessary, in Washtenaw County Circuit Court to abate public nuisance for the property located at 7502 Warwick. The motion carried unanimously.

- 6. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 599 E. GRAND BLVD.**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve authorization to initiate legal action if necessary, in Washtenaw County Circuit Court to abate public nuisance for the property located at 599 E. Grand Blvd. The motion carried unanimously.

- 7. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 740 DORSET.**

A motion was made by Trustee Currier, supported by Clerk Lovejoy Roe to approve authorization to initiate legal action if necessary, in Washtenaw County Circuit Court to abate public nuisance for the property located at 740 Dorset. The motion carried unanimously.

8. 2010 PRELIMINARY TAX RATE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2010 Preliminary Tax Rate. The motion carried unanimously.

OTHER BUSINESS

- 1. REQUEST OF MOHAMAD (MIKE) HOJEIJE FOR A PEDDLER PERMIT FOR THE SALE OF CLASS "C" – MICHIGAN LEGAL FIREWORKS**

Mr. Hojeije provided an overview of the type of fireworks he planned to sell. He said he had received permission to sell them in the Paint Creek Crossing plaza.

(Due to mechanic problems with the recorder, the remainder of the Board Meeting was not recorded)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to deny the request of Mohamad (Mike) Hojeije for the sale of Class C Michigan legal fireworks. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF THE CIVIL SERVICE COMMISSION TO SELECT, IN CONJUNCTION WITH THE THREE FULL-TIME OFFICIALS AND FIRE CHIEF, THE LOWEST, MOST QUALIFIED BIDDER TO ADMINISTER THE CAPTAIN AND LIEUTENANT PROMOTIONAL TEST AND FIRE MARSHAL TEST**

A motion was made by Trustee Currie, supported by Clerk Lovejoy Roe to approve the request of the Civil Service Commission to select, in conjunction with the three full-time officials and Fire Chief, the lowest, most qualified bidder to administer the Captain and Lieutenant promotional test and Fire Marshal test. The motion carried unanimously.

- 2. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD BID FOR THE DEMOLITION OF 2158 WOODALE TO THE LOWEST, MOST QUALIFIED BIDDER**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Ron Fulton, Building Director to award bid to Citadel Excavating, in the amount of \$22,000. The motion carried unanimously.

STATEMENT AND CHECKS

- A. June 1, 2010**
- B. June 15, 2010**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Statements and Checks for June 1, 2010, in the amount of \$925,642.14 and June 15, 2010, in the amount of \$427,434.56. The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:18 p.m.

Respectfully submitted,

SUPERVISOR REPORT

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
JUNE 1, 2010 THROUGH JUNE 30, 2010

| <u>Account Name</u> | <u>Beginning Balance</u> | <u>Cash Receipts</u> | <u>Cash Disbursements</u> | <u>Ending Balance</u> |
|--|--------------------------|----------------------|---------------------------|-------------------------|
| ABN AMRO Series "B" Debt Red. Cap.Int. | 126,175.81 | 0.00 | 0.00 | 126,175.81 |
| Bicycle Path | 222,785.25 | 1,610,116.61 | 271,034.59 | 1,561,867.27 |
| Bonds & Escrow/GreenTop | 777,325.99 | 20,947.60 | 27,821.20 | 770,452.39 |
| Building Department Fund | 239,576.53 | 23,620.88 | 50,923.29 | 212,274.12 |
| Capital Improvement 2006 Bond Fund | 349,850.60 | 143.66 | 549.00 | 349,445.26 |
| Comerica Series B Bond | 2,314.87 | 0.30 | 25.00 | 2,290.17 |
| Compost Site | 952,193.57 | 72,252.58 | 13,697.27 | 1,010,748.88 |
| Current Tax Collections | 12,788,383.40 | 1,424,354.35 | 14,147,565.48 | 65,172.27 |
| Economic Development | 66,880.83 | 27.03 | 0.00 | 66,907.86 |
| Environmental Clean-up | 442,351.38 | 181.78 | 0.00 | 442,533.16 |
| Environmental Services | 3,617,549.53 | 1,690,399.54 | 124,332.61 | 5,183,616.46 |
| Fire Department | 3,103,293.82 | 4,099,716.02 | 886,945.38 | 6,316,064.46 |
| Fire Withholding Bonds | 189,669.49 | 7,883.00 | 25,360.00 | 172,192.49 |
| General Fund | 4,264,524.49 | 3,347,187.59 | 924,667.54 | 6,687,044.54 |
| General Obligation | 471,568.52 | 160.57 | 0.00 | 471,729.09 |
| General Tax Collection | 100,092.23 | 21,767.88 | 34,287.54 | 87,572.57 |
| Green Oaks Golf Course | 161,089.19 | 99,435.01 | 130,032.77 | 130,491.43 |
| Hydro Station Fund | 497,184.91 | 30,270.09 | 20,239.38 | 507,215.62 |
| Law Enforcement Fund | 1,179,764.88 | 4,601,333.20 | 483,665.64 | 5,297,432.44 |
| LDFA 2006 Bonds | 143,773.27 | 59.04 | 225.00 | 143,607.31 |
| LDFA Tax | 303.85 | 0.12 | 0.00 | 303.97 |
| Motor Pool | 358,716.00 | 46,304.15 | 7,794.88 | 397,225.27 |
| Neighborhood Stabilization | 19,626.11 | 7.37 | 1,440.00 | 18,193.48 |
| Nuisance Abatement Fund | 42,198.71 | 98,796.57 | 2,020.54 | 138,974.74 |
| Parks Fund | 27,135.67 | 10.83 | 463.49 | 26,683.01 |
| Payroll | 81,143.44 | 937,193.34 | 934,402.87 | 83,933.91 |
| Public Improvement | 420,561.55 | 172.83 | 0.00 | 420,734.38 |
| Recreation | 191,935.88 | 186,248.09 | 62,731.81 | 315,452.16 |
| Rental Inspections | 16,780.89 | 1,985.83 | 6,989.75 | 11,776.97 |
| Series "A" Bond Payments | 8,617.05 | 3.44 | 112.50 | 8,507.99 |
| Series "B" Cap. Cost of Funds | 21,449.48 | 8.81 | 0.00 | 21,458.29 |
| State Grants | 18,302.39 | 7.40 | 0.00 | 18,309.79 |
| Willow Run Escrow | 140,937.50 | 57.92 | 0.00 | 140,995.42 |
| GRAND TOTAL | 31,044,057.08 | 18,320,653.43 | 18,157,327.53 | \$ 31,207,382.98 |

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Office of
Community Standards**
7200 S. Huron River Drive
Ypsilanti, MI 48197
www.ytown.org

July 8, 2010

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, Director of Community Standards
Subject: **New Nuisance Abatement Cases**
Copy: Township Board
W. Douglas Winters, Attorney

The Office of Community Standards is investigating five new nuisance abatement cases of a serious nature that require legal assistance to resolve. Our staff has exhausted all other avenues to resolve these cases without success.

Two cases have been granted administrative approval and now require formal board consideration. Those cases are:

- 1205 Candlewood
- 951 Ottawa

Two other cases have been under investigation for several months without satisfactory response by the responsible parties and will require circuit court action:

- 17 Avis
- Ypsi Ct (K-11-10-108-006)

One case has only been under investigation for several weeks as a result of a referral from Washtenaw County adult protective services, however is urgent in nature and may require circuit court action:

- 1659 Smith

Your office has been provided with supporting documentation for each case. I respectfully request consideration by the Board of Trustees at its next regularly scheduled meeting. Please contact me with any questions or concerns.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

June 25, 2010

Mike Radzik, OCS Director
Ron Fulton, Building Director
Bill Elling, Ordinance Officer
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: **951 Ottawa Ave.**

Receipt of Inspection Report (along with photographs) Dated June 25, 2010 Regarding the Interior of Subject Property

Gentlemen:

As I am sure your respective files reflect, on Friday, **June 25, 2010** Ordinance Officer Bill Elling, along with Building Inspector Todd Barber, were allowed entry into the property located at 951 Ottawa Avenue by property owner Max W. Tedford. As a result of this inspection, a number of photographs were obtained which confirm that this house is no closer to being completed today than it was back in 1971. As a result of this interior inspection, Officer Elling highlighted four “...**major areas of concern.**”

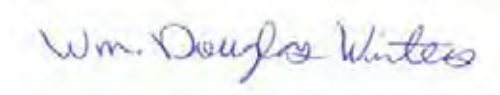
However, in reviewing the **June 25 Inspection Summary**, in conjunction with the initial NOV dated **June 3, 2010** (that primarily focused on the exterior of the property), it would be my recommendation that a revised NOV be prepared that would incorporate all of the property maintenance violations into one singular document. In other words, since there are numerous violations of the Property Maintenance Code, the Residential Building Code, Plumbing Code, etc. those specific violations should be listed on each page with the respective photographs. Once your offices have had an opportunity to prepare the revised Radzik/Fulton/Elling

NOV for both the exterior/interior violations of this property, please forward a copy to my attention for review prior to sending it on to Mr. Tedford. Your continued due diligence and efforts in helping to improve the housing stock in the Township is greatly appreciated.

Re: 951 Ottawa
June 25, 2010
Page 2 of 2

Finally, by copy of this correspondence to Clerk Karen Lovejoy Roe, I would respectfully request that this item be placed on the **July 20, 2010** Board meeting per her earlier email dated **June 25, 2010**.

Very truly yours,

A handwritten signature in blue ink that reads "Wm. Douglas Winters". The signature is written in a cursive style and is positioned above the typed name.

Wm. Douglas Winters

js

Enclosures

cc: Dennis O. McLain

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE

Y Charter Township of
Ypsilanti
"Placing Residents First"

**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151



**June 25, 1010
951 Ottawa Avenue**







2007 of 2013

BUILDING PERMIT

No. 11696

Has Been Issued by Ypsilanti Township

Department of Buildings, Ypsilanti Township

FOR THE ERECTION OF THIS BUILDING

The kind, type, use, etc., are recorded in this Department. The construction of this building other than in accordance with the provisions of this permit is a violation of the Building and Zoning Ordinance.

DATE 2-16-71 LOT No. 223

SUBDIVISION Sturtevant Manor #2

LOCATION 951 Ottawa STREET

SIGNED J. Baker
(Chief Inspector)

This Card Must Be Displayed on Building

Ypsilanti Township Inspection Dept.
Phone 482-2820

HURON PRESS

25 10:53 AM

Department of Buildings, Ypsilanti Township

FOR THE ERECTION OF THIS BUILDING

The kind, type, use, etc., are recorded in this Department. The construction of this building other than in accordance with the provisions of this permit is a violation of the Building and Zoning Ordinance.

DATE 2-16-71 LOT No. 223

SUBDIVISION Sturtevant Manor #2

LOCATION 951 Ottawa STREET

SIGNED J. Baker
(Chief Inspector)

This Card Must Be Displayed on Building

25 10:54 AM

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
481-8909
WM. DOUGLAS WINTERS
mcwinlaw@gmail.com
ANGELA B. KING

FAX (734)

[E-MAIL:](#)

June 23, 2010, 2010

Gary Selesko
Cislo Title Company
500 E. Eisenhower Pkwy., Ste. 150
Ann Arbor, MI 48108

Re: **951 Ottawa, Ypsilanti Township**
Parcel # K-11-10-385-014

Dear Mr. Selesko:

This letter will serve as my formal request that Cislo Title Company perform a title search for the aforementioned property. Attached for your convenience is a copy of the **General Property Information** obtained from the Township's website which identifies the owner of the property as being Max Tedford.

As part of the title search please provide copies of any mortgage(s) and/or liens that have been filed with the Washtenaw County Register of Deeds.

If after review of this correspondence and attachment hereto you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js

cc: Dennis O. McLain

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

June 14, 2010

Max W. Tedford
2235 Foss
Ann Arbor, MI 48103

Re: **951 Ottawa Ave., Ypsilanti Township**

***Failure to Respond and/or Acknowledge the Notice of Violation
Dated June 3, 2010 Issued by Township Ordinance Officer Bill Elling***

Dear Mr. Tedford:

Please be advised that the undersigned serves as general counsel to the Charter Township of Ypsilanti. In that capacity I have received a copy of the **June 3, 2010** Notice of Violation (along with 9 photographs) that was prepared and sent to you by Township Ordinance officer Bill Elling regarding the property that you own located at 951 Ottawa St. These photographs pretty much tell the story as to how you have allowed this property to deteriorate for over a ten year period.

It never ceases to amaze me how absentee property owners will neglect their property located in Ypsilanti Township when they would be both embarrassed and ashamed if the property, such as the one you own at 951 Ottawa, was located next to your neighbors who reside on Foss St. in Ann Arbor. While you may think you can ignore the June 3, 2010 NOV issued by the Township without any legal action being taken, that assumption is erroneous. The Township Board has drawn a line in the sand and will no longer stand by and allow anyone to violate the Township's property maintenance codes, the violation of which has been proven to have both a deleterious and destabilizing impact upon the adjacent property owners and the neighborhood in general.

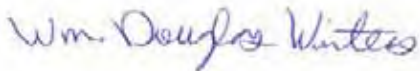
The fact that this house has existed in its current condition for over ten years is astounding. However, now that the Township has become aware of the condition of your property due to recent complaints it has received, you either must address the violations in a timely and expeditious manner or we will seek

Max W. Tedford
Re: 951 Ottawa Ave.
June 14, 2010
Page 2

authorization to initiate the appropriate legal action in the Washtenaw County Circuit Court. After reviewing the NOV and the photographs attached hereto, issuing a civil in fraction ticket that will result only in a monetary fine is not an acceptable resolution.

Unless either myself or Township Ordinance Officer Bill Elling receives a response from you by the close of business on Friday, **June 18, 2010**, I will request the Township Board to proceed accordingly.

Sincerely,

A handwritten signature in blue ink that reads "Wm. Douglas Winters". The signature is written in a cursive style.

Wm. Douglas Winters

rsk

cc: Township Board
Mike Radzik
Ron Fulton
Dennis O. McLain

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
8909
WM. DOUGLAS WINTERS
mcwinlaw@gmail.com
ANGELA B. KING

FAX (734) 481-

[E-MAIL:](#)

June 24, 2010

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: **HIGH PRIORITY – IMMEDIATE THREAT TO THE HEALTH, SAFETY
AND WELFARE OF PROPERTY OWNERS WHO RESIDE NEXT TO
1205 CANDLEWOOD LANE**

Parcel No.: K-11-03-127-026
Property Owner: Citimortgage (2)
5280 Corporate Drive, Suite 101
Frederick, MD 21703

***Request for Administrative Approval to Initiate Legal Action to Abate
the Public Nuisance***

Dear Board Members:

As I am sure your respective files reflect, on Tuesday, **June 22, 2010** I forwarded to your attention a copy of the **June 17, 2010 “Notice of Violation/Demolition”** (along with attendant photographs) that was issued by Ordinance Officer Bill Elling for the property located at 1205 Candlewood Lane. As clearly set forth in the NOV and the graphic photographs, the condition of this property poses an immediate threat to the health, safety and welfare of property owners who reside

next to this structure. As you may recollect, Officer Elling specifically noted in the **June 17 NOV** that “***The front westerly portion of the home, including but not limited to the roof, the front supporting walls etc. are in failure of collapsing due to rotted roofing materials, rotted wall sheeting...***”

Township Board
Re: 1205 Candlewood
June 24, 2010
Page 2

In discussing this matter with OCS Director Mike Radzik this evening, both of us are in agreement that we should proceed immediately with the initiation of legal proceedings to abate this public nuisance in light of the imminent threat this structure poses to the neighboring properties. Thus, we are respectfully requesting the concurrence of the Township's three full time administrative officials to proceed in accordance with the policy that was approved by the Township Board earlier this spring. This policy also requires this matter (if approved by yourselves) to be considered by the Township Board at the next regular meeting, which is scheduled for Tuesday, **July 20, 2010**.

At this point, given the condition of this property, we believe it is in the best interests of the Township and the neighborhood to proceed as outlined herein once we have received the title work from Cislo Title Company. In that regard we have requested Cislo to obtain these documents on an expedited basis given the deplorable conditions and structural deficiencies of this house. In the event any of you wish to wait until the **July 20, 2010** Board meeting, please so advise.

Thanking you in advance for your consideration, I remain,

Very truly yours,



Wm. Douglas Winters

js
cc: Trustees
Mike Radzik
Ron Fulton
Bill Elling
Dennis O. McLain

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
8909
WM. DOUGLAS WINTERS
mcwinlaw@gmail.com
ANGELA B. KING

FAX (734) 481-

[E-MAIL:](#)

June 25, 2010

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: **HIGH PRIORITY – IMMEDIATE THREAT TO THE HEALTH, SAFETY
AND WELFARE OF PROPERTY OWNERS WHO RESIDE NEXT TO
1205 CANDLEWOOD LANE**

Parcel No.: K-11-03-127-026
Property Owner: Citimortgage (2)
5280 Corporate Drive, Suite 101
Frederick, MD 21703

***Receipt of Administrative Approval to Initiate Legal Action to Abate
the Public Nuisance***

Dear Board Members:

This will confirm I have received from your respective offices written and verbal authorization to proceed with the filing of the necessary legal action in the Washtenaw County Circuit Court to abate the public nuisance located at 1205 Candlewood Lane. This authorization to proceed is based upon the **June 17, 2010 "Notice of Violation/Demolition"** along with the graphic photographs taken by Ordinance Officer Bill Elling. After reviewing his report and photographs, there is no question that this property poses an immediate threat to the health, safety and welfare of property owners who reside next to the structure.

Township Board
Re: 1205 Candlewood
June 25, 2010
Page 2

As soon as we receive the title documents from Cislo Title Company, we will file suit in an effort to have this property either rehabilitated or, if deemed non-repairable, demolished. Furthermore, in keeping with the policy that was approved by the Township Board, I would respectfully request this matter be placed on the **July 20, 2010** Board Agenda.

In the meantime if you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js
cc: Trustees
Mike Radzik
Ron Fulton
Bill Elling
Dennis O. McLain

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-890
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

June 22, 2010

Gary Selesko
Cislo Title Company
500 E. Eisenhower Pkwy., Ste. 150
Ann Arbor, MI 48108

Re: **Location:** **1205 Candlewood**
Parcel No.: **K-11-03-127-026**

Request for Title Search

Dear Mr. Selesko:

This letter will serve as my formal request that Cislo Title Company perform an expedited title search for the aforementioned property. Attached for your convenience is a copy of the **General Property Information** obtained from the Township's website which identifies the owner of the property as being Citimortgage Inc. (2). As part of the title search please provide copies of any mortgage(s) and/or liens that have been filed with the Washtenaw County Register of Deeds. Since this property is on the verge of collapsing, your immediate attention to this request would be greatly appreciated.

If after review of this correspondence and attachment hereto you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js
/enclosure

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
8909
WM. DOUGLAS WINTERS
mcwinlaw@gmail.com
ANGELA B. KING

FAX (734) 481-

[E-MAIL:](#)

June 22, 2010

Citimortgage Inc. (2)
Attn: Account Inquiry
5280 Corporate Dr. #1011
Frederick, MD 21703-8351

via facsimile 866-675-5772

Re: **HIGH PRIORITY – IMMEDIATE THREAT TO THE HEALTH, SAFETY
AND WELFARE OF PROPERTY OWNERS WHO RESIDE NEXT TO
1205 CANDLEWOOD LANE**

Parcel No.: K-11-03-127-026
Property Owner: Citimortgage (2)
5280 Corporate Drive, Suite 101
Frederick, MD 21703

Issuance of Notice of Violation/Demolition Dated June 17, 2010

Dear Madam or Sir:

Please be advised that our office serves as general counsel to the Charter Township of Ypsilanti which is located in Washtenaw County, State of Michigan. On Thursday, **June 17, 2010** the Ordinance Department for the Township of Ypsilanti issued a "**Notice of Violation/Condemnation**" for the property located at 1205 Candlewood Lane, a copy of which is attached hereto. As set forth in greater detail in the NOV (and confirmed by the photographs attached thereto), this property appears to be beyond repair and should be demolished forthwith.

According to Officer Elling "**The interior of the home is littered with falling, fallen drywall, mold, dirt and/or falling debris from the trees located outside the home. The entire interior of the home [must] be eradicated of all the**

mentioned as well as any other containments not noted.” He also states that “**The front westerly portion of the home, including but not limited** Citimortgage Inc. (2)
Re: 1205 Candlewood
June 22, 2010
Page 2

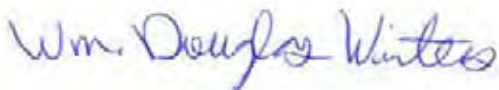
to the roof, the front supporting walls etc. are in failure of collapsing due to rotted roofing materials, rotted wall sheeting...All rotted, decayed materials must be replaced as described by Building Code.” Finally, please note that the home also is infested with “**...raccoons and/or other rodents entering the structure which are defecating within the home. All rodents must be safely removed and feces of same removed from within this structure.”**

If the **June 17** NOV and the photographs attached thereto are not enough to convince Citimortgage Inc. (2) that this home should be demolished forthwith, then obviously there is a serious disconnect between your standards and those of the Township.

Earlier this morning I had a telephone conversation with a service representative from Citimortgage. During this telephone conversation, the representative would not provide me with the name or email address of the person in charge of foreclosure properties located in Ypsilanti Township, Washtenaw County, State of Michigan. Instead she would only provide a fax number with “instructions” that all information be sent Citimortgage’s department entitled “Account Inquiry.” That has now been accomplished.

However, in light of the immediate threat that this property presents to the health, safety and welfare of adjacent and nearby property owners who reside on Candlewood Lane, we intend to initiate appropriate legal proceedings in the Washtenaw County Circuit Court to abate this public nuisance which will include a request for an Order of Demolition with the costs to be assessed against Citimortgage Inc. (2). Thus it would be appreciated if you would give this property the attention and priority it deserves and have someone with authority to contact me to discuss this property as soon as possible.

Sincerely,



Wm. Douglas Winters
Ypsilanti Township Attorney

js
cc: Township Board

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151

Office of Community Standards NOTICE OF VIOLATION/DEMOLITION

Date: June 17, 2010

To: Citi Mortgage, Inc.2

Please be advised that on your property located at 1205 Candlewood Lane. in The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by Bill Elling, (belling@ytown.org) on June 17, 2010. The inspection of that address indicates that the following conditions exist:

The structure is not weather tight and is in a deteriorated condition.

2006 International Property Maintenance Code Section 304.2 Protective treatment.

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight.

The structure, located at this address, in the opinion of the code official, has been found to be non-habitable and as such is classified as blight and shall be abated.

Charter Township of Ypsilanti Code of Ordinances

ARTICLE II. BLIGHT

Sec. 26-26. Purpose of article.

It is the purpose of this article to prevent, reduce or eliminate blight or potential blight in the township by the prevention or elimination of certain environmental causes of blight or blighting factors which exist or which may in the future exist in the township.

(Code 1975, § 13-32)

Sec. 26-27. Enforcement of article.

This article shall be enforced by the community development director of the township, any police officer of the county or state, any constable or police officer of the township or such other persons as shall be so designated by the township board.

(Code 1975, § 13-33)

Sec. 26-28. Causes of blight or blighting factors enumerated.

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blight and undesirable neighborhoods:

(3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.

(4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.

(5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

(Code 1975, § 13-34)

International Property Maintenance Code 2006

PM-107.5 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

PM-108.1 General.

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

PM-108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or

of such faulty construction or unstable foundation, that partial or complete collapse is possible.

PM-108.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

PM-108.5 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

PM-109.1 Imminent danger:

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure is Unsafe and its Occupancy has been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs.

PM-110.1 General.

The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

PM-110.3 Failure to comply.

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private

persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

R110.5 Revocation.

The building official shall, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.



ADDRESS VERIFICATION



PM-304.1 General:

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

THE INTERIOR OF THE HOME IS LITTERED WITH FALLING, FALLEN DRYWALL, MOLD, DIRT AND/OR FALLING DEBRIS FROM THE TREES LOCATED OUTSIDE THE HOME. THE ENTIRE INTERIOR OF THE HOME BUT BE ERADICATED OF ALL THE AFOREMENTIONED AS WELL AS ANY OTHER CONTAMINANTS NOT NOTED



PM-303.7 Roofs and drainage:

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

THERE ARE MULTIPLE AREAS OF THE ROOF WHICH HAVE ROTTED AND ARE EXPOSED. THE ENTIRE ROOF MUST BE REMOVED AND PLACED ACCORDING TO BUILDING CODE



PM-304.1 General:

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

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Ypsilanti Township
YPSILANTI

DO NOT REMOVE

You are hereby notified that this building may not be occupied until you receive written permission from the building inspector at 7200 South Huron River Drive, Ypsilanti, Michigan, because of violation checked.

Date: 6-17-10

Any person, firm or corporation who violates, disobeys, omits or refuses to comply with this order is subject to fine and imprisonment or both. Per Zoning Ordinance of Charter Township of Ypsilanti.

Bee Selby
CHARTER TOWNSHIP OF YPSILANTI BUILDING INSPECTOR

NOTICE THIS BUILDING IS:

- OVERCROWDED
- UNSANITARY
- A FIRE HAZARD
- NOT COMPLETED
- UNSAFE TO LIVE IN
- CONDEMNED
- _____

17 12:08 PM

YPSILANTI
"Placing Residents First"

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You are hereby notified that this building may not be occupied until you receive written permission from the building inspector at 7200 South Huron River Drive, Ypsilanti, Michigan, because of violation checked.

Date: 6-17-10

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- _____

Bee Selby
CHARTER TOWNSHIP OF YPSILANTI BUILDING INSPECTOR

17 12:08 PM

CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE DEPARTMENT
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
(office) 734-485-4393 (fax) 734-544-3757 www.ytown.org

Tuesday, March 23, 2010

STEPHEN LAMBERT
1183 FALL RIVER
YPSILANTI, MI 48198

RE: YPSI CT - K -11-10-108-006, K -11-10-108-007, AND K -11-10-108-008
ENI0-5145

Dear Owner/Occupant:

Please be advised that on 03/23/2010 Officer Mark Giffin, from the Ypsilanti Township Ordinance Department, performed an inspection at YPSI CT and the following violations were found:

302.8 Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Paint of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

Definition: A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

The following list of vehicle (s) may not be complete. There may be other vehicle (s) on the property that are not listed below that are either not currently plated or operable. You will be held responsible for other vehicles on the property at the time of re-inspection that are not currently plated or operable.

There are many motor vehicles in the yard that don't appear to be operable or have valid license plates

All vehicles must be operable and plated or removed from property or stored inside a building.

Sec. 26-28. Blight

(2) The storage or accumulation of litter, junk, trash, rubbish, refuse, waste materials, garbage, offal, paper, glass, cans, bottles, debris or other foreign substances of every kind and description, except as such may be stored as provided under the rules and regulations of this Code. The term "junk" shall include parts of machinery or motor vehicles; unused appliances stored in the open; and remnants of wood, metal or any other cast-off materials of any kind, whether or not the same could be put to any reasonable use.

The following list of blight items may not be complete. There may be more blight items on the property that were either not observed or listed in this letter. Please look at the items described as blight in the above ordinance and remove them from the property.

Parts of machinery, car parts, 55 gal drums, tires, and many other blight items as listed above. All must be removed from the yard.

Sec. 22-216. Required.

No person shall store, dismantle or in any way process vehicles which cannot be operated under their own power, without having first obtained an appropriate license therefor from the township board, as required in this article.

(Code 1975, § 11-1)

Your junk yard license was denied in a Township Board meeting July 5th, 1988.

It is for this reason that all vehicles that are stored in this yard must remain operable and have a valid license plate attached.

You are further advised that on 04/13/2010 YPSI CT will be re-inspected. If on 04/13/2010 the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. If you are a tenant renting this property a copy of this notice has been sent to your landlord.

Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense.

If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Mark Giffin.

Sincerely

Mark Giffin, Ypsilanti Township Ordinance Department

CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE DEPARTMENT
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
(office) 734-485-4393 (fax) 734-544-3757 www.ytown.org

Tuesday, March 23, 2010

RALEY, RABON
6533 CR. 143
WILDWOOD, FL 34785

RE: YPSI CT - K -11-10-108-006
EN10-5145

Dear Owner/Occupant:

Please be advised that on 03/23/2010 Officer Mark Giffin, from the Ypsilanti Township Ordinance Department, performed an inspection at **YPSI CT** and the following violations were found:

302.8 Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Paint of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

Definition: A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

The following list of vehicle (s) may not be complete. There may be other vehicle (s) on the property that are not listed below that are either not currently plated or operable. You will be held responsible for other vehicles on the property at the time of re-inspection that are not currently plated or operable.

There are many motor vehicles in the yard that don't appear to be operable or have valid license plates

All vehicles must be operable and plated or removed from property or stored inside a building.

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The following list of blight items may not be complete. There may be more blight items on the property that were either not observed or listed in this letter. Please look at the items described as blight in the above ordinance and remove them from the property.

Parts of machinery, car parts, 55 gal drums, tires, and many other blight items as listed above. All must be removed from the yard.

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(Code 1975, § 11-1)

Your junk yard license was denied in a Township Board meeting July 5th, 1988.

It is for this reason that all vehicles that are stored in this yard must remain operable and have a valid license plate attached.

You are further advised that on **04/13/2010** YPSI CT will be re-inspected. If on 04/13/2010 the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. If you are a tenant renting this property a copy of this notice has been sent to your landlord.

Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense.

If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Mark Giffin.

Sincerely

Mark Giffin, Ypsilanti Township Ordinance Department

**Ypsi Court—Parcel's K-11-10-108-006, K-11-10-108-007, K-11-10-108-008
Inspection Date 06-21-2010**



**Ypsi Court—Parcel's K-11-10-108-006, K-11-10-108-007, K-11-10-108-008
Inspection Date 06-21-2010**



**Ypsi Court—Parcel's K-11-10-108-006, K-11-10-108-007, K-11-10-108-008
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Inspection Date 06-21-2010**



**Ypsi Court—Parcel's K-11-10-108-006, K-11-10-108-007, K-11-10-108-008
Inspection Date 06-21-2010**



CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE DEPARTMENT
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
(office) 734-485-4393 (fax) 734-544-3757 www.ytown.org

Wednesday, May 5, 2010

MCCOY, BOBBY
17 AVIS
YPSILANTI, MI 48198

RE: 17 AVIS ST - K -11-02-458-004
EN10-8287

Dear Owner/Occupant:

Please be advised that on 05/05/2010 Officer Bill Elling, from the Ypsilanti Township Ordinance Department, performed an inspection at **17 AVIS ST** and the following violations were found:

PM-302.8 Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Paint of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

EVERY VEHICLE ON YOUR PROPERTY THAT IS NOT PLATED, INOPERABLE NEEDS TO BE REMOVED. ADDITIONALLY ANY VEHICLES LOCATED IN THE ROADWAY NEEDS TO BE REMOVED. CONCERNING THE "JUNK YARD." YOU NEED TO CONTACT JOE LAWSON AT THE TWP ZONING DEPT, 734-485-3943 AND INQUIRE AS TO IF YOU CAN ACTUALLY GET YOUR AREA LEGAL

You are further advised that on **06/07/2010** 17 AVIS ST will be re-inspected. If on 06/07/2010 the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. If you are a tenant renting this property a copy of this notice has been sent to your landlord.

Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense.

If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Bill Elling.

Sincerely
Bill Elling, Ypsilanti Township Ordinance Department









Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151

Office of Community Standards NOTICE OF VIOLATION

Date: July 1, 2010

To: Edna Lee Saye

Please be advised that on your property located at 1659 Smith Street. in The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by Bill Elling, (belling@ytown.org) on July 1, 2010. The inspection of that address indicates that the following conditions exist:

The structure, located at this address, in the opinion of the code official, has been found to be non-habitable and as such is classified as blight and shall be abated.

Charter Township of Ypsilanti Code of Ordinances

ARTICLE II. BLIGHT

Sec. 26-26. Purpose of article.

It is the purpose of this article to prevent, reduce or eliminate blight or potential blight in the township by the prevention or elimination of certain environmental causes of blight or blighting factors which exist or which may in the future exist in the township.

(Code 1975, § 13-32)

Sec. 26-27. Enforcement of article.

This article shall be enforced by the community development director of the township, any police officer of the county or state, any constable or police officer of the township or such other persons as shall be so designated by the township board.

(Code 1975, § 13-33)

International Property Maintenance Code 2006

PM-107.5 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of

violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

PM-108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

PM-108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

PM-108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

PM-108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

PM-110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

PM-110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be

charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

R110.5 Revocation. The building official shall, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

The structure at the above address is hereby ordered to be cleaned out of all junk items located within the home. If the home is not completely clean out within 30 days legal action will ensue.

The certificate of occupancy on this structure is hereby revoked.

You have the right to appeal this notice of violation. If you choose to appeal, contact The Office of Community Standards at 734-485-3943 and request an application for The Construction Board of Appeals. (Fee for appeal application is \$100).



MISSING HANDSET WHICH MUST BE REPLACED AND/OR REINSTALLED









Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Building Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Karen Lovejoy Roe, Township Clerk

From: Ron Fulton, Building Director

Date: July 12, 2010

Subject: Request for Legal Authorization

Property: 1845 Whittaker
K-11-21-200-007

The Office of Community Standards is working to abate the blight at the above property located just south of the intersection at Whittaker and S. Huron River Dr. The Office of Community Standards will make every effort to abate this situation. A Notice of Violation has been revised from October 2008, and re-issued today. In the event our normal processes fail, we would respectfully request that the Board consider authorization to sue the owner in Circuit Court in order to affect a clean-up.

I respectfully request that you please place this item on the next available Board agenda under "Attorney Report" for consideration. Thank you

Supervisor
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Clerk
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LARRY J. DOE
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JEAN HALL CURRIE
STAN ELDRIDGE
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NOTICE OF DEMOLITION

To: Owner/Occupant: Billy Salamay

Please be advised that on this date: July, 12 2010 at 10:00 a.m.

Inspection of the property at: 1845 Whittaker

Inspector: Dave Bellers (Building Official/Building Inspector)

In the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, indicates that the following conditions exist:

Mold Contamination Interior



Building is not weather tight

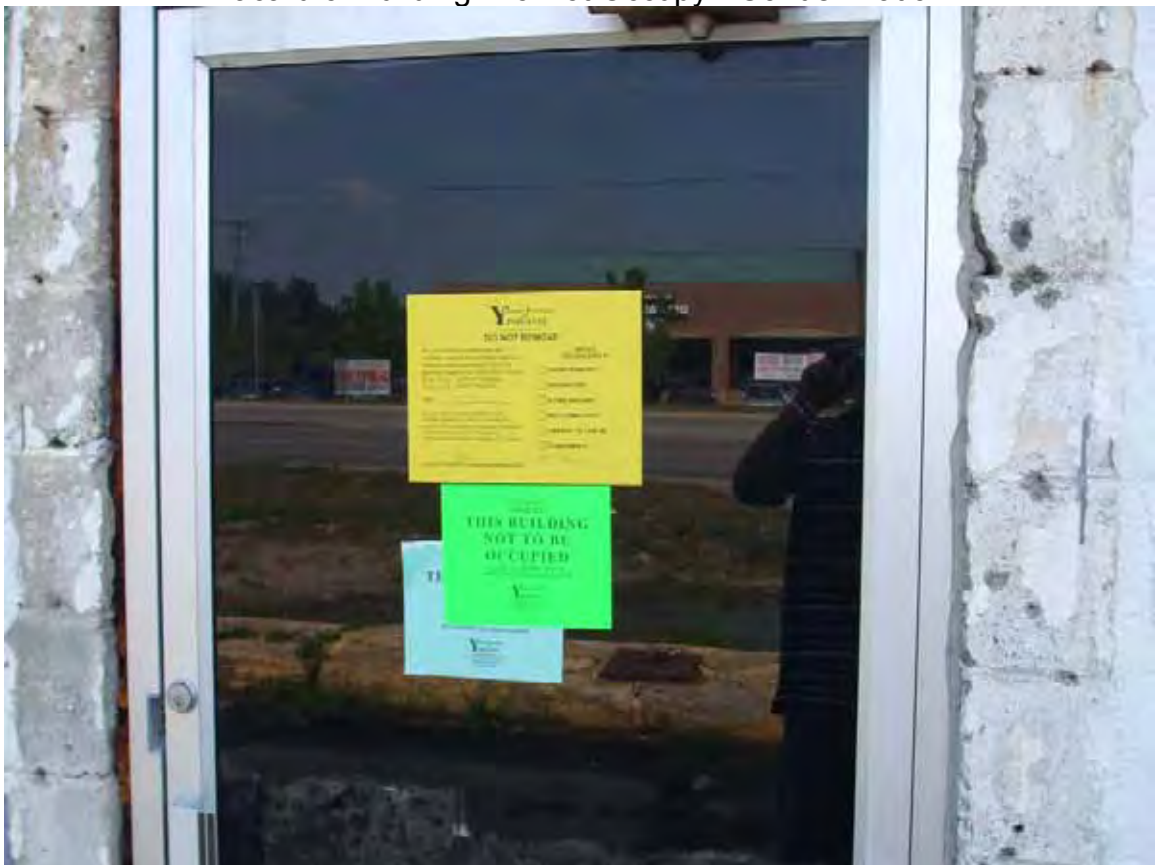


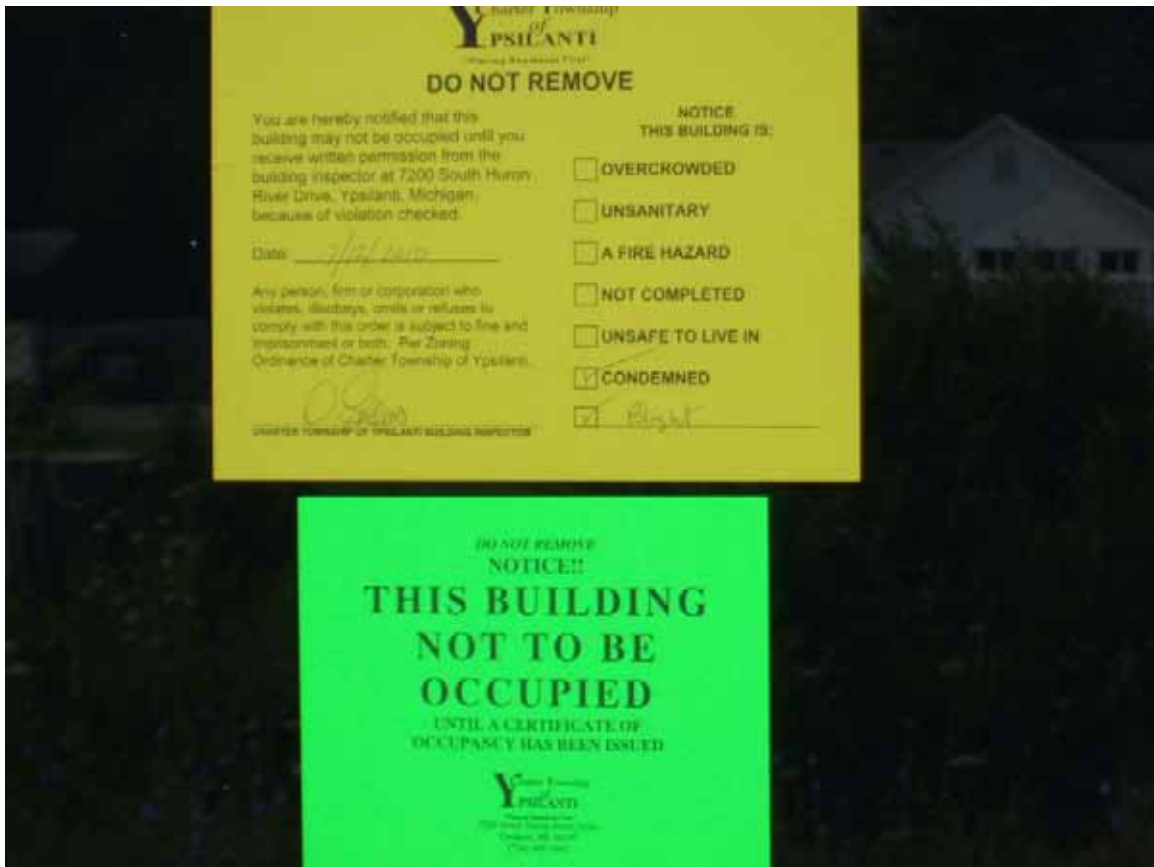


Electrical Service disconnected



Placard of Building "Do Not Occupy"/"Condemnation"





This order is to serve notice that the structure at 1845 Whittaker Road, located in the Charter Township of Ypsilanti, in the state of Michigan, is Condemned and ordered to be demolished and removed under section 110.1 of The International Property Maintenance Code 2006. Occupancy has been revoked and the Structure has been placarded as such. The Structure is in great disrepair, is not weather tight, and is blight on the community. In addition, the building has not been legally occupied within the past 10 years nor had legal utility service within 10 years. The structure also poses a potential health risk due to the amount of mold contamination on the interior and exterior of the building.

PM-110.1 General

The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

PM-107.5 Transfer of ownership

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

In addition to the above listed code sections you are in violation of Charter Township of Ypsilanti Ordinance section Sec. 26-28.

Sec. 26-28. Causes of blight or blighting factors enumerated

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, *if allowed to exist*, will tend to result in blight and undesirable neighborhoods:

- (3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.
- (4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.
- (5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

You will be afforded 30 days in which to procure a demolition permit and an additional 30 days in which to demolish and remove the above stated structure. Should no action be taken within the 30 day periods you will be subject court action.

You have the right to appeal this Notice of Violation. Prosecution of Violation Per 106.3

ATTORNEY REPORT

GENERAL LEGAL UPDATE

RESOLUTION No. 2010-12

Sewer Use Ordinance Amendments

Whereas, the Ypsilanti Township Public Sewer Use and Industrial Waste Pretreatment Ordinance (hereinafter “Sewer Use Ordinance”), Chapter 62, section 106 thru section 190, was last revised in 2004; and

Whereas, revisions of sections 106 thru 190 are necessary due to recent changes in the Federal Water Pollution Control Act of 1972 and the Michigan Natural Resources and Environmental Protection Act; and

Whereas, federal and state law grants the Township authority to require businesses and industries that discharge certain pollutants to: (1) pretreat wastewater before discharge to the YCUA collection and treatment system, and (2) allow YCUA to conduct on-site random and unannounced sampling of wastewater discharges; and

Whereas, both federal and state laws require revisions to the Sewer Use Ordinance which incorporate updated technical data regarding the “local limits” on the concentration of certain pollutants and wastewater discharged into the YCUA wastewater treatment plant; and

Whereas, Ordinance 2010-406 (hereinafter referred to as the “Ordinance”) expands the scope of the Sewer Use Ordinance to include all users of the sanitary sewer system, including residential, industrial, commercial, institutional, and governmental; and

Whereas, the Ordinance contains improved and enhanced definitions of words and phrases contained within the ordinance, including: “best management practices”, “composite sample”, “daily maximum”, “domestic sewage”, “fats, oils and grease”, “flow proportional sample”, “food service establishment”, “industrial user”, “instantaneous maximum concentration”, “significant non-compliance”, “slug, slug loading, slug discharge”; and

Whereas, the Ordinance contains revisions to the reporting required prior to connection to the YCUA system; and

Whereas, the Ordinance contains revisions to the reporting required after promulgation or revision of a pretreatment standard and reporting source; and

Whereas, the Ordinance provides that significant sewer users must perform repeated sampling and analysis within 30 days of becoming aware of a violation; and

Whereas, the Ordinance requires that periodic compliance reports:
(1) comply with sampling requirements, (2) specify the number of grab samples necessary in periodic non-categorical significant user reports, and (3) be signed by an authorized representative of the industrial user; and

Whereas, the Ordinance requires any industrial user subject to reporting requirements maintain records of all information related to monitoring activities required by the Ordinance; and

Whereas, the Ordinance provides for a revised enforcement process including: notice letter, notification of violation, and show cause order; and

Whereas, the Ordinance provides for recovery of costs from YCUA user as established by the Board to meet the costs of operation, maintenance, improvement or replacement of the system; and

Whereas, the Ordinance requires that if a user discharges liquid waste containing a concentration of fats, oils, grease in a grab sample exceeding permissible limits, an interceptor must be installed. Interceptors must also be installed if a user discharges flammable wastes, sand or other harmful ingredients. This requirement does not include single or multiple family dwelling units; and

Whereas, the Ordinance prohibits pollutants which: (1) result in toxic gases, vapors or fumes within the YCUA system in a quantity that may cause worker health and safety problems, (2) noxious or malodorous material which creates a public nuisance or hazard to life or sufficient to prevent entry into the sewers for maintenance or repair, and (3) exceed daily maximum concentration or mass loading limits in any single calendar day; and

Whereas, the Ordinance prohibits wastewater discharge with concentrations of pollutants in one grab sample exceeding certain defined limits; and

Whereas, the Ordinance requires the implementation of best management practices to control, contain, treat, prevent or reduce the discharge of wastewater, pollutants or other substances from users' premises to the YCUA treatment system; and

Whereas, the Ordinance requires sampling and analysis performed in accordance with the techniques prescribed in 40 CFR part 136 (March 26, 2007) unless EPA determines the techniques are inappropriate for the pollutant in question; and

Whereas, the Ordinance requires slug control requirements be included in the significant user control mechanism; and

Whereas, the Ordinance requires that significant users be evaluated for the need for a slug control discharge plan within one year of becoming a significant user; and

Whereas, the Ordinance requires that significant users notify YCUA immediately of any changes at its facility affecting the potential for a slug discharge; and

Whereas, the Ordinance requires reports of samplings which indicate a violation must be filed with YCUA within 30 days of the user becoming aware of the violation.

Now therefore,

Be it resolved that Ordinance 2010-406, attached hereto, is adopted in its entirety.

**PROPOSED
ORDINANCE NO. 2010-406
AMENDING ORDINANCE NO. 2001-280**

Ypsilanti Township Sewer Use Ordinance

DIVISION 1. GENERALLY

Sec. 62-106. Applicability of Ordinance.

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

(Code 1975, § 20-61; Ord. No. 94-131, 6-21-94)

Sec. 62-107. Definitions.

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Act*, *"the Act," the Federal Water Pollution Control Act and the Clean Water Act* are used interchangeably in this Ordinance and refer to Public Law 92-500, as adopted in 1972 and amended by Public Law 95-217 in 1977, and any succeeding amendments and any administrative rules promulgated there under, as amended or revised from time to time.

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

Authorized representative of Industrial User means (1) a responsible corporate officer, if the Industrial User is a corporation, who shall be a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation or means the principal manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having a gross annual sales or expenditures exceeding \$25,000,000.00 (in second quarter 1980 dollars) if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures; (2) A general partner or proprietor if the Industrial User is a partnership or proprietorship, respectively; (3) A duly authorized representative of the individual designated above and if all of the following apply: (a) The authorization is made in writing by the individual described in subsections 1 or 2 of this definition. (b) This authorization specifies either an individual or a

position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and (c) The written authorization is submitted to the Director. If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this definition shall be submitted to the Director or YCUA prior to or together with any reports to be signed by an authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

Composite sample means a sample formed either by continuous sampling or by mixing discrete samples obtained at intervals over a period of time. The individual samples shall be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the YCUA. Where time-proportional composite sampling or grab sampling is authorized by the YCUA, the samples must be representative of the Discharge. Manual generation of a composite sample through the collection and combining of grab samples may be approved if the User demonstrates to the satisfaction of the Director that this will provide a representative sample of the effluent being discharged.

The decision to allow the alternative sampling must be documented in the Industrial User's file for that facility or facilities. Composite sampling protocols delineated in the User's Permit take precedence. *Cooling water* means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Daily maximum means the concentration or mass loading that shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical average measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero (0) when calculating the daily maximum concentration. *Debt service charges* means the charges levied to customers of the wastewater system which are used to pay principal, interest and administrative costs of retiring the debt incurred for construction of the sewage works.

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

Director or Director means the Director of the YCUA or his authorized deputy, agent or representative.

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

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

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

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

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

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

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

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

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

An incompatible pollutant means any pollutant, which is not a compatible pollutant.

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

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

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

Infiltration means that portion of ground water, which is unintentionally admitted to a sewer.

Interference means a discharge, alone or in conjunction with a discharge or discharges from other sources, to which both of the following provisions apply: (1) the discharge inhibits or disrupts the publicly owned treatment works, its treatment processes or operations, or its sludge processes, use or disposal; (2) pursuant to paragraph (1) of this definition, the discharge is a cause of a violation of any requirement of the YCUA or the Act or the State Act, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under, or more stringent state or local regulations: Section 405 of the clean water act; the solid waste disposal act, 42 USC Section 2601 et seq, including Title II, more commonly referred to as the resource conservation and recovery act, and including state regulations contained in any state sludge management plan

prepared pursuant to subtitle D of the solid waste disposal act: the clean air act, 42 USC Section 7401 et seq; the toxic substances control act, 15 USC Section 2601 et seq; the marine protection, research, and sanctuaries act, 33 USC Section 1401 et seq.

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

Mercury reduction plan means a plan to ensure that the maximum allowable mercury loading to the POTW is not exceeded as described in Section 62-181 of this ordinance.

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

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

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

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

New source means any building, structure, facility, or installation from which there is or may be a discharge and for which construction commenced after the publication of proposed pretreatment standards under section 307(c) of the clean water act will be applicable to the source if the standards are thereafter promulgated in accordance with section 307(c), and if any of the following provisions apply: (1) the building, structure, facility, or installation is constructed at a site at which no other source is located; (2) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or (3) the production of wastewater-generated processes of the building, structure, facility, or installation is substantially independent of an existing source at the same site. The extent to which the new facility is engaged in the same general type of activity as the existing source and the extent of integration of the new facility with the existing plant should be considered in determining whether the process is substantially independent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sewage works means all municipal facilities for collecting, pumping, treating and disposing of sewage. *Sewer* means a pipe or conduit for carrying sewage.

Sewer service charge means the sum of any applicable User charges, surcharges and debt service charges. *Shall* is mandatory; *may* is permissive.

Significant Industrial User (SIU) means either of the following: (1) A nondomestic User subject to categorical pretreatment standards under 40 CFR S403 (1992) and 40 CFR Chapter I, subchapter N (1990); or (2) A nondomestic User that, in the opinion of YCUA or of the township, has a reasonable potential to adversely affect the POTW's operation, or for violating any pretreatment standard or requirement or that contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, or that discharge an average of 25,000 gallons per day or more of process wastewater to the POTW, excluding sanitary, noncontact cooling, and boiler blow down wastewater. Any User designated as significant may petition the township to be deleted from the list of Significant Industrial Users on the grounds that it has no potential for adversely affecting the POTW's operation or violating any pretreatment standard or requirement.

The Director may determine that a User that meets the criteria of Subsections (1) and (2) of this definition above is not currently a Significant Industrial User, if the Director finds that the User has no reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or that a Industrial User Permit is not required to meet the purposes and objectives of this Ordinance. A determination that a User is not a Significant Industrial User (or that a permit is therefore not required) shall not be binding and may be reversed by the Director at any time based on changed circumstances, new information, or as otherwise determined necessary by the Director to meet the purposes and objectives of this Ordinance.

Significant noncompliance means any of the following: (1) chronic violations of wastewater discharge limits, defined as results of analyses in which 66% or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed, by any magnitude, a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l); (2) technical review criteria (TRC) violations, defined as results of analyses in which 33% or more of all of the measurements taken for the same pollutant parameter taken during a 6-month period equal or exceed the product of the Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable technical review criteria. (Technical review criteria

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

Slug, Slug Loading, Slug Discharge means either:

1. Any discharge of pollutants at a volume or concentration that causes upset of or interference with the POTW or causes the pass-through of pollutants to receiving waters, or
2. Any discharge of a pollutant(s), measured by a grab sample, at a concentration exceeding five (5) times the composite or grab sample discharge limit, or
3. Any discharge of wastewater outside the pH range of 5 – 11 S.U. for either a continuous duration of greater than or equal to fifteen minutes or for a sum total of thirty minutes within one day, or
4. Any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or non-customary batch discharge.

State means State of Michigan.

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

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

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

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

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

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

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

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

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

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

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

(2) *Industrial User* means any User who discharges an "industrial waste" as defined in this Ordinance or any nondomestic source who discharges pollutants to the sewage works or POTW;

(3) *Commercial User* means an establishment involved in a commercial enterprise, business or service, which, based on a determination by the YCUA discharges primarily segregated domestic wastes or wastes from sanitary conveniences and which is not a Residential User or an Industrial User;

(4) *Institutional User* means any establishment involved in a social, charitable, religious, or educational function which, based on a determination by the YCUA discharges primarily segregated domestic wastes or wastes from sanitary conveniences; and

(5) *Governmental User* means any federal, state or local government User of the wastewater treatment works.

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

(Code 1975, § 20-62)

Sec. 62-108. Abbreviations.

The following abbreviations shall have the following meanings:

ASTM -- American Society for Testing and Materials

BMP -- Best Management Practices

BMPP -- Best Management Practices Plan BOD -- Biochemical oxygen demand

CFR -- Code of Federal Regulations

COD -- Chemical oxygen demand

CWA -- Clean Water Act

DNRE -- Department of Natural Resources and Environment (State of Michigan)

EPA -- Environmental Protection Agency

FOG -- Fats, Oils, and Grease

l -- liter

MRP -- Mercury Reduction Plan

mg -- milligrams

mg/l -- milligrams per liter

NPDES -- National Pollutant Discharge Elimination System

O&M -- Operation and Maintenance

POTW -- Publicly Owned Treatment Works

SIC -- Standard Industrial Classification

SS -- Suspended solids

USC -- United States Code

WWTP -- The Ypsilanti Community Utilities Authority Wastewater Treatment Plant

WEF -- Water Environment Federation

YCUA -- Ypsilanti Community Utilities Authority

(Code 1975, § 20-63)

Sec. 62-109. Protection from damage.

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

(Code 1975 § 20-64)

Secs. 62-110 – 62-120. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 62-121. Permit or authorization required.

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

(Code 1975, § 20-75)

Sec. 62-122. Information required prior to connection to system.

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

(1) The name, address and location of the User.

(2) The SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended and the Industrial Category subject to National Categorical Pretreatment Standards, 40 CFR, Chapter 1, Subchapter N, Part 403, Appendix C, if applicable.

(3) Wastewater constituents and characteristics including but not limited to those pollutants mentioned in section 62-177 through 62-187 of this Ordinance, when required by the Director, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 (March 26, 2007), as amended from time to time. Where 40CFR part 136 (March 26, 2007) does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods of any other applicable sampling and analytical procedures, including procedures suggested by the publicly owned treatment works or other parties, approved by the EPA.

(4) The time and duration of contribution.

(5) The average daily wastewater flow rates, including daily, monthly and seasonal variations, if any.

(6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation, if the User is a SIU or as required by the YCUA.

(7) A description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged.

(8) The nature and concentration of any pollutants in the discharge, which are limited by any YCUA, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required by the Industrial User to meet applicable pretreatment standards.

(9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment shall be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

(a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards.

(b) No increment referred to in subsection (9) a of this section shall exceed nine months.

(c) Not later than 14 days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the Director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the Director.

(10) Each product produced by type, amount, process or processes and rate of production.

(11) The type and amount of raw materials processed, average and maximum per day.

(12) The number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system.

(13) Any other information as may be deemed by the Director to be necessary to evaluate the impact of the discharge on the sewage works.

(Code 1975, § 20-76)

Sec. 62-123. Reporting required after promulgation or revision of a pretreatment standard and reporting from a new source.

Within 180 days of the promulgation or revision of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under R 323.2311(2) of the Part 23 Rules promulgated under the State Act, whichever is later, existing nondomestic Users subject to the categorical pretreatment standards and currently discharging, or scheduled to discharge, to the POTW shall submit, to the YCUA, a report that contains all of the information listed in this Section. Where reports

containing this information already have been submitted to the YCUA or EPA in compliance with the requirements of 40 C.F.R. S128.140 (b) (1977), the nondomestic User will not be required to submit the information again. Not less than 90 days before the commencement of a discharge, sources that become nondomestic Users subsequent to the promulgation of an applicable categorical standard and new sources shall be required to submit, to the YCUA, a report that contains the information listed in subdivisions (1) to (5) of this Section. New sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources shall give estimates of the information requested in subdivisions (4) and (5) of this Section. All of the following information shall be submitted pursuant to this Section.

(1) The name and address of the facility including the name of the operator and owners.

(2) A list of any environmental control permits held by or for the facility.

(3) A brief description of the nature, average rate of production, and standard industrial classification of the operation or operations carried out by the nondomestic User. The description shall include a facility drawing and schematic process diagram that indicates points of discharge to the POTW and from which processes the discharges originate.

(4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW for each of the following:

(a) Regulated process streams.

(b) Other streams as necessary to allow use of the combined waste stream formula specified in R 323.2311(6). YCUA may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

(5) All of the following information shall be provided with respect to the measurement of pollutants:

(a) The identity of the pretreatment standards, including state or local standards, applicable to each regulated process.

(b) The results of sampling and analysis identifying the nature and concentration or mass, where required by the standard or YCUA, of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration or mass, where required, shall be reported. The sample shall be representative of daily operations.

(c) A minimum of 4 grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA may waive flow-proportional composite sampling for any nondomestic User that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of 4 grab samples may be approved by the Director or designee when the User demonstrates that this will provide a representative sample of the effluent being discharged.

(d) With the exception of the pollutants specified in paragraph (c) of this subsection, the User shall take a minimum of 1 representative sample to compile the data necessary to comply with the requirements of this sub-section.

(e) Samples should be taken immediately downstream from pretreatment facilities if

the facilities exist or immediately downstream from the regulated process if pretreatment facilities do not exist. If other wastewaters are mixed with the regulated wastewater before pretreatment, the nondomestic User should measure the flows and concentrations necessary to allow use of the combined waste stream formula specified in R 323.2311(7) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with R 323.2311(5), the adjusted limit and supporting data shall be submitted to YCUA.

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

(g) The YCUA may allow the submission of a baseline report that utilizes only historical data if the data provides information sufficient to determine the need for industrial pretreatment measures.

(h) The baseline report shall indicate the time, date, and place of sampling and the methods of analysis and shall certify that the sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

(6) A statement, reviewed by an authorized representative of the nondomestic User and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance or additional pretreatment is required for the nondomestic User to meet the pretreatment standards and requirements.

(7) If additional pretreatment or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the nondomestic User will provide such additional pretreatment or operation and maintenance. The completion date in the schedule shall not be later than the compliance date established for the applicable pretreatment standard. All of the following conditions shall apply to compliance schedules:

(a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the nondomestic User to meet the applicable categorical pretreatment standards. The events may include any of the following: (i) The hiring of an engineer; (ii) Completing preliminary plans; (iii) Completing final plans; (iv) Executing contracts for major components; (v) Commencing construction; (vi) Completing construction; or (vii) Other similar major events;

(b) An increment referred to in this sub-section shall not be more than 9 months.

(c) Not later than 14 days following each date in the schedule and the final date for compliance, the nondomestic User shall submit a progress report to YCUA, including, at a minimum, whether or not the User complied with the increment of progress to be met on a particular date and, if not, the date on which the User expects to comply with the increment of progress, the reason for delay, and the steps being taken by the nondomestic User to return the construction to the schedule established. Not more than 9 months shall elapse between progress reports to YCUA.

(8) Where the nondomestic User's categorical pretreatment standard has been modified by

a removal allowance under R 323.2311(7) or a fundamentally different factors variance under R 323.2313(b) at the time the nondomestic User submits the report required by this rule, the information required by subdivisions (6) and (7) of this section shall pertain to the modified limits.

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

(Code 1975, 20-77)

Sec. 62-124. Additional reporting required and periodic report requirements.

(1) Within 90 days following the date for final compliance with applicable categorical pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the sewage works, POTW or the WWTP, any nondomestic User subject to pretreatment standards and requirements shall submit to the Director and/or YCUA a report containing the information required in subsections (4) through (6), inclusive, of Section 62-123 of this Ordinance. For Industrial Users subject to equivalent mass or concentration limits established by YCUA in accordance with the procedures in R 323.2311(5) of the Part 23 Rules promulgated under the State Act or otherwise established by the Act or the State Act or rules promulgated there under, the report shall contain a reasonable measure of the nondomestic User's long-term production rate. For all other nondomestic Users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report shall include the nondomestic User's actual production during the appropriate sampling period.

(2) The YCUA may impose mass limitations on Users, which are using dilution to meet applicable pretreatment standards or requirements, or in other cases in which the imposition of mass limitations is appropriate.

(3) All of the following provisions shall apply to periodic reports on continued compliance:

(a) Any nondomestic User subject to a categorical pretreatment standard after the compliance date of the pretreatment standard or, in the case of a new source, after commencement of the discharge into the publicly owned treatment works shall submit, to the YCUA semiannually, unless required more frequently in the pretreatment standard or by the YCUA, a report indicating the nature and concentration of pollutants in the effluent that are limited by the categorical pretreatment standards. In addition, the report shall include a record of measured or appropriately estimated average and maximum daily flows for the reporting period for the discharge reported in subsection 62-123 (4) or this Ordinance, except that YCUA may require more detailed reporting of flows.

(b) Where YCUA has imposed mass limitations on nondomestic Users as provided for by R 323.2311(5) of the Part 23 Rules promulgated under the State Act or where such limitations are otherwise established by the Act or the State Act or Rules promulgated there under, the report required by subsection (1) immediately above shall indicate the mass of pollutants regulated by pretreatment standards in the discharge from the nondomestic User.

(c) For nondomestic Users subject to equivalent mass or concentration limits established by the YCUA or under the Act or the State Act or Rules promulgated there under, the report required by subsection (1) immediately above shall contain a reasonable measure of the nondomestic User's long-term production rate. For all other nondomestic Users subject to categorical pretreatment standards expressed only in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report required by

subsection (1) immediately above shall include the nondomestic User's actual average production rate for the reporting period.

(4) All categorical and non-categorical nondomestic Users shall notify the YCUA immediately of all discharges that could cause problems to the POTW, including any slug loadings.

(5) All of the following provisions apply to Significant Industrial Users that are Categorical Industrial Users or Non-categorical Industrial Users in regards to monitoring and analysis to demonstrate continued compliance:

(a) The reports required in Section 62-123 or this Ordinance or in this Section shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the YCUA, of pollutants contained in the discharge that are limited by the applicable pretreatment standards. The sampling and analysis may be performed by the YCUA instead of the nondomestic User. Where the YCUA elects to perform the required sampling and analysis instead of the nondomestic User, the nondomestic User will not be required to submit the compliance certification required under Section 62-123 (6) and subsection (1) of this Section. In

addition, where the YCUA collects all the information required for the report, including flow data, the nondomestic User will not be required to submit the report. The YCUA shall provide, to the nondomestic User, within 10 days after the results are available, the results of any sampling the YCUA performs for nondomestic User self-monitoring that show a violation of any pretreatment standard.

Any certification required by a categorical pretreatment standard shall be included with the semiannual compliance reports.

(b) If sampling performed by a nondomestic User indicates a violation of pretreatment standards, the nondomestic User shall notify the YCUA within 24 hours of becoming aware of the violation. The nondomestic User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the YCUA within 30 days after becoming aware of the violation; however, the nondomestic User is not required to resample if the YCUA performs sampling at the nondomestic User at a frequency of at least once per month or if the YCUA performs sampling at the nondomestic User between the time when the nondomestic User performs its initial sampling and the time when the nondomestic User receives the results of the sampling.

(c) The reports required in subsection (c) of this Section shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. The YCUA may require a frequency of monitoring that is necessary to assess and assure compliance by nondomestic Users with applicable pretreatment standards and requirements.

(d) All analyses shall be performed in accordance with procedures established by the E.P.A. pursuant to section 304(h) of the clean water act and contained in 40 C.F.R. part 136 (March 26, 2007) or with any other test procedures approved by the E.P.A. Sampling shall be performed in accordance with the techniques approved by the E.P.A. Where the provisions of 40 C.F.R. part 136 (March 26, 2007) do not include sampling or analytical techniques for the pollutants in question, or where the E.P.A. determines that the part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the YCUA or other parties and approved by the E.P.A.

(e) If a nondomestic User monitors any pollutant more frequently than required by the

YCUA using the procedures prescribed in subsection (d) immediately above, the results of the monitoring shall be included in the report.

(f) A minimum of one (1)-grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA may waive flow-proportional composite sampling for any nondomestic user that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of 4 grab samples may be approved by the Director or designee when the user demonstrates that this will provide a representative sample of the effluent being discharged.

(6) The YCUA may require appropriate reporting from nondomestic Users that have discharges, which are not subject to categorical pretreatment standards. Significant industrial Users shall submit, to the YCUA, at least semiannually, a description of the nature, concentration, and flow of the pollutants required to be reported by the YCUA. The Reports shall be based on sampling and analysis performed in the period covered by the report and performed in accordance with the techniques described in 40 C.F.R. part 136 (March 26, 2007). Where the provisions of 40 C.F.R. part 136 (March 26, 2007) do not contain sampling or analytical techniques for the pollutant in question, or where the E.P.A. determines that the part 136 (March 26, 2007) sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other persons and approved by the E.P.A. The sampling and analysis may be performed by the YCUA instead of the significant Industrial User. Where the YCUA collects all of the information required for the report, the Significant Industrial User will not be required to submit the report. The YCUA shall provide, to the nondomestic User, within 10 days after the results are available, the results of any sampling it performs for nondomestic User self-monitoring that show a violation of any pretreatment standard. Where YCUA performs sampling for a Significant Industrial User, YCUA must perform any required repeat sampling and analysis within thirty (30) days of becoming aware of a violation.

(7) All periodic compliance reports shall be certified and signed by the authorized representative of the industrial user. The authorized representative shall state the following certification when submitting the periodic compliance reports to YCUA: ***"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquire of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."***

(Code 1975, § 20-79)

Sec. 62-125. Powers of the YCUA.

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

- (1) Limit the average and maximum wastewater constituents and characteristics.
- (2) Limit the average and maximum rate and time of discharge or make requirements for flow regulations and equalization.
- (3) Require the installation and maintenance of inspection and sampling facilities.

(4) Establish specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule.

(5) Establish compliance schedules.

(6) Require submission of technical reports or discharge reports.

(7) Require the maintaining, retaining and furnishing of plant records relating to wastewater discharge as specified by the YCUA, and affording YCUA access thereto, and copying thereof.

(8) Require notification of slug discharges and accidental spills.

(9) Require other conditions as deemed appropriate by the YCUA to ensure compliance with this Ordinance, the Act and the State Act. The YCUA shall require notification of the YCUA for any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.

(Code 1975, § 20-78)

Sec. 62-126. Sampling and monitoring facilities may be required.

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

(Code 1975, § 20-80)

Sec. 62-127. Right to access of facilities for inspection, sampling, records examination, record copying or other duties.

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

(Code 1975, § 20-81)

Sec. 62-128. Compliance with Ordinance provisions required.

(1) Industrial Users shall provide necessary wastewater treatment as required to comply with this Ordinance, the Act and State Act and shall achieve compliance with all pretreatment standards within the time limitations as specified by the federal pretreatment regulations and as required by the YCUA, the Act or the State Act. Any Industrial User that qualifies, as a new source is required to have pretreatment equipment installed and operational before

discharging and shall be in full compliance within 90 days of initial discharge. Any facilities required to pretreat wastewater to a level acceptable to the YCUA shall be provided, operated, and maintained at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the YCUA for review, and shall be approved by the YCUA before construction of the facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the YCUA under the provisions of this Ordinance, the Act or the State Act. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the YCUA prior to the User's initiation of the changes.

(2) As required by Section 403.8(D)(viii) of the Federal Register, the YCUA shall publish at least annually in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of the Industrial Users, which during the previous 12 months, Were in significant noncompliance with any applicable pretreatment requirements. All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or DNRE upon request.
(Code 1975, § 20-82)

Sec. 62-129. Confidentiality of information.

Information and data on a User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the DNRE and the EPA without restriction and shall be available to the public without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User, in accord with applicable provisions of the state freedom of information act, Public Act 442 of 1976, as amended and Rule 323.2314 of the Part 23 Rules promulgated under the State Act.
(Code 1975, § 20-83)

Sec. 62-130. Enforcement by township.

All orders, directives, legal and/or equitable actions, which are necessary and appropriate to enforce this Ordinance, the Act and State Act shall be carried out by YCUA and/or the township. Nothing contained in subsection (a) of this section shall preclude the township or YCUA from instituting, maintaining or joining any legal and/or equitable actions to enforce this Ordinance, the Act and State Act.
(Code 1975, § 20-84)

Sec. 62-131. Records, accounts, audits, classification of Users, insurance.

(1) The YCUA will maintain and keep proper books of records and accounts, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the POTW. The YCUA will cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant, and will supply such audit report to authorized public officials on request.

(2) In conjunction with the audit there shall be an annual review of the sewer charge system for adequacies meeting expected expenditures for the following year.

(3) Classification of old and new Industrial Users may also be reviewed annually.

(4) The YCUA will maintain and carry insurance on all physical properties of the system, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of sewage disposal systems.

(5) Retention of Records A User shall retain records of all monitoring information, including, all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Ordinance, an order, or a permit, all documentation associated with Best Management Practices, and the records of all data used to complete the application for a permit, for a period of at least three years from the date of a sample, measurement, report application or orders. This period may be extended by the Ypsilanti Community Utilities Authority at any time.

(Code 1975, § 20-85)

Sec. 62-132. Powers and authority of inspectors.

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

(Code 1975, § 20-86)

Sec. 62-133. Enforcement Process.

(1) **Emergency Suspension.** The Director may suspend the wastewater treatment service and/or any permit issued under this Ordinance when such a suspension is necessary, in the opinion of the Director, in order to stop an actual or threatened discharge that presents or may present an imminent or substantial danger to the health or welfare of persons or the environment, the POTW, or constitutes a violation of any condition of a NPDES or other permit, this Ordinance, the Act or State Act. Any User notified of a suspension of wastewater treatment services or a permit shall immediately stop or eliminate its discharge into a township or YCUA sanitary sewer. If a User fails to immediately comply with such a suspension order and as required in this section, the YCUA shall take such steps as deemed necessary, including immediate termination or severance of the User's sewer connection to prevent or minimize damage to any person, the POTW or the environment. The YCUA shall allow the User to recommence its discharge upon receipt of proof of compliance with this Ordinance and the elimination of the discharge and/or identified danger. A User whose wastewater treatment service or permit has been suspended under this Ordinance shall submit, within fifteen (15) days of the suspension, a written statement to the Director describing the causes of the harmful discharge and the measures taken to prevent future harmful discharges in addition to other information required by this Ordinance or otherwise required by the Act or State Act under such circumstances.

(2) **Notice Letter** – The minimum enforcement response that the Director or his/her designee will use to notify an User that a violation of the local applicable sewer use ordinance or YCUA Industrial Pretreatment Program has occurred or is occurring.

(3) **Notification of Violation.** Whenever the Director finds that any User has violated or is violating any provision of this Ordinance or a wastewater discharge permit, an order issued under this Ordinance, the Act or State Act, the Director may serve upon said User written notice of the violation. Within thirty (30) days of receipt of such notice the User shall submit to the Director or designee an explanation of the violation and a written plan for satisfactory correction. Submission of this plan does not relieve the User of liability for any violations occurring before or after receipt of the notice of violation or as otherwise provided in this Ordinance, the Act or State Act.

(4) **Show Cause Order.** The Director may order any User violating this Ordinance or the IPP a permit, an order issued under this Ordinance, the Act, or State Act, to show cause why a proposed enforcement action should not be taken. The show cause notice shall require the User to appear before the Director for a show cause meeting within a reasonable time, not less than ten (10) days after first class mailing of the order to the User's recorded or last

known address. Enforcement action may be pursued whether or not a User appears at a show cause meeting and issuance of a show cause order does not relieve the User of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this Ordinance, the Act, or State Act.

(5) **Consent Order.** The Director is empowered to enter into Consent Orders, Assurances of Voluntary Compliance and other similar documented agreements establishing an agreement with a User responsible for non-compliance with an order, permit, this Ordinance, the Act or State Act. Such a document may include compliance schedules, stipulated fines or penalties, the amount of which shall not be limited by the civil fine assessment provision of this Ordinance, remedial actions and signatures of the Director and User. Consent Orders or similar documented agreements prepared and executed under this section shall have the same force and effect as other orders issued under this Ordinance.

(6) **Compliance Order.** When the Director finds that a User has violated or continues to violate this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, an order may be issued to the User directing that, following a specified time period, sewer service shall be discontinued unless aDNREuate treatment facilities, devices or other related appurtenances have been installed and are properly operated and compliance is otherwise achieved. Such an order may contain other requirements as might be reasonably necessary and appropriate to address the non-compliance, including, but not limited to, the installation of pre-treatment technology, additional self-monitoring and new management practices. Issuance of a compliance order does not relieve the User of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this Ordinance, the Act or State Act.

(7) **Cease and Desist Order.** When the Director finds that a User has violated or continues to violate this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, an order may be issued to the User responsible for the violation directing that such violations cease and desist immediately. In an emergency, the order to cease and desist may be given by telephone. In a nonemergency situation, the cease and desist order may be used to suspend or permanently revoke an industrial wastewater discharge permit or permits. A cease and desist order may require the User to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order does not relieve the User of liability for any violation occurring before or after receipt of the order or as otherwise provided in this Ordinance.

(8) **Termination of Wastewater Discharge Permit.** Any User who has a permit who violates the following conditions of a wastewater discharge permit or violates this Ordinance, the Act or State Act or any applicable state or federal law or regulation is subject to permit termination:

- (a) Failure to accurately report wastewater constituents and characteristics;
- (b) Failure to report significant changes in operations or wastewater constituents and characteristics;
- (c) Refusal of reasonable access to the User's premises or records for the purpose of inspection, monitoring or sampling or for any other purpose permitted under this Ordinance, the Act or State Act;
- (d) Failure to comply with an order issued under this Ordinance; or
- (e) For those reasons stated in Section 62-138 or for any other reason permitting such termination as provided in this Ordinance, the Act or State Act.

Such Users shall be notified of the proposed permit termination and shall be offered an opportunity to show cause under the provision of subsection (4) of this Section, why the proposed action should not be taken.

(9) **Administrative Assessments.** Notwithstanding any other section of this Ordinance, any User who violates any provision of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, shall be liable to the YCUA and/or township for any expense loss or damage occasioned by reason of such violation, including but not limited to reasonable attorney's fees and may be subject to an administrative assessment by the YCUA in an amount of \$1,000 per violation, per day. Each day on which non-compliance shall occur or is continued shall be deemed a separate and distinct violation. Such expense, loss, damage or assessments may be added to a User's sewer service charges and the YCUA and the township shall have such other collection rights and remedies as designated by law, the Act, the State Act and this Ordinance to collect these sewer service charges.

(10) **Judicial Remedies.** A person who violates any provision of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, is subject to the judicial remedies described below in addition to being responsible for a civil fine assessment or a misdemeanor or any administrative remedy or enforcement action provided for in this Ordinance:

(a) Whenever a User has violated or continues to violate the provisions of this Ordinance, a permit, an order issued under this Ordinance, the Act or the State Act, the Director, through counsel, may petition the Circuit Court for issuance of a preliminary or permanent injunction or both to restrain or compel certain activities on the part of the User.

(b) Any User who has violated or continues to violate any order or permit issued hereunder may be liable to the YCUA in such judicial proceedings for a civil fine assessment of \$1,000, plus actual damages, direct or indirect, incurred by the YCUA, per violation, per day, for as long as the violation continues. Additionally, the YCUA may recover reasonable attorney's fees; court costs and other expenses associated with any enforcement activities, including sampling, monitoring and analysis expenses.

(c) The Director, through counsel, may petition the Circuit Court to impose, assess, and recover such assessments and sums. In determining the amount of liability, the court shall take into account all relevant circumstances, including, but not limited to the extent of harm caused by the violation, the magnitude or duration of the violation, any economic benefit gained by the User through the violation, corrective actions by the User, the compliance history of the User and any other relevant factor.

(11) **Liens.** Any fine or other assessment issued or imposed under this Ordinance or other costs or charges imposed under this Ordinance may be added to the User's sewer service charges and the YCUA shall have such other collection rights and remedies as designated by law and this Ordinance to collect said charges and all unpaid charges, fines, assessments, penalties and service charges shall constitute and may be recorded as a lien against the User's property if not paid within the time frame allocated by YCUA or a court for payment.

(12) **Appeals.** Any person or User subject to enforcement action under the provisions of this Ordinance, the Act or State Act, except for civil fine assessment notices, consent orders, emergency actions under this Ordinance or judicial actions by YCUA, may request a hearing

before the Director within ten (10) days of receipt of notification of the proposed enforcement action. A hearing shall then be held by the Director concerning the violation, the reasons why the enforcement action has been taken, the proposed enforcement action, and the User's explanation or other relevant evidence. An appeal may be taken from the Director's final decision. The following rules shall apply to the hearing and appeal:

- (a) The Director may issue notices of such a hearing requiring the attendance and testimony of witnesses or the production of evidence relative to the hearing.
- (b) In the event a request for hearing is not filed within ten (10) days of the User's notice of an enforcement action, failure to file such a request shall be deemed a waiver of any and all hearing or appeal rights established under this Ordinance.
- (c) A request for hearing shall state the basis for the request, the reasons in support of the request and any alternative relief, which the aggrieved party seeks.
- (d) During the pendency of any hearing process or appeal the User must comply with the enforcement action or YCUA order from which the appeal is taken.
- (e) At the hearing, testimony may be taken under oath and recorded stenographically. A transcript of the hearing shall be made available to any member of the public or any party to the hearing upon payment of usual and reasonable charges.
- (f) After the Director has held such a hearing and reviewed the evidence, he may issue an order affirming, modifying or withdrawing the enforcement action.
- (g) Within fifteen (15) days from receipt of the Director's final decision, the aggrieved party may appeal the decision to the board stating the grounds on which the appeal is based together with all documents, evidence, transcripts and information in support of the aggrieved party's position. In addition, the aggrieved party shall file five (5) copies of the appeal and supporting documentation with the board and serve an additional copy on the Director.
- (h) The Director shall have thirty (30) days to respond to the appeal and to submit all evidence, documents and information in support of the Director's decision and shall file five (5) copies with the board and shall serve an additional copy on the aggrieved party.
- (i) Within thirty (30) days of receiving the Director's response the board shall meet and review all documents and evidence pertaining to the appeal and shall issue an order affirming the Director's order, affirming the Director's order in part and reversing in part, or reversing the Director's order in full. The board shall forward a copy of its decision to all interested parties.

(13) Industrial Pretreatment Program (IPP) and Enforcement Response Plan (ERP).

This Ordinance, the Act and State Act shall also be enforced by the YCUA pursuant to a written Industrial Pretreatment Program adopted by YCUA as required by the Act and State Act which plan shall include those plan elements required by the Act and State Act including, but not limited to, an Enforcement Response Plan designed to achieve enforcement of that Program. That Enforcement Response Plan shall provide for, at minimum, those powers of enforcement granted by this Ordinance, the Act and State Act.

(14) "Time Limits: YCUA's failure to strictly comply with and/or to meet an enforcement procedure time deadline or other time deadline specified in this Ordinance, the Act, State

Act, or the Enforcement Response Plan, shall not prohibit or prevent YCUA from taking enforcement or other action outside of or not in compliance with such a time deadline, unless the User or permittee in question has been and is able to demonstrate that it has been materially prejudiced by action taken by YCUA outside of or not in compliance with such a time deadline.”

(Code 1975, 20-87)

Sec. 62-134. Same -- Surcharges, fees.

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

(Code 1975, 20-91)

Sec. 62-135. Permit – Requirements for nondomestic Users.

(1) All nondomestic Users must notify the Director of the nature and characteristics of their wastewater prior to commencing their discharge. The Director is authorized to prepare a form for this purpose.

(2) It shall be unlawful for Significant Industrial Users to discharge wastewater, either directly or indirectly, into the sewage works or POTW without first obtaining an Industrial User pretreatment permit from the YCUA. Any violation of the terms and conditions of an Industrial User pretreatment permit shall be deemed a violation of this Ordinance. Obtaining an Industrial User pretreatment permit does not relieve a permittee of its obligation to obtain other permits required by federal, state or local law.

(3) The Director may require that other Industrial Users, including liquid waste haulers, obtain Industrial User pretreatment permits as necessary to carry out the purposes of this Ordinance.

(4) Any Industrial User located beyond the township limits shall submit a permit application within 60 days of the effective date of the ordinance from which this Ordinance is derived. New Industrial Users located beyond the township limits shall submit such applications to the Director 60 days prior to discharging into the sewage works or POTW. Upon review and approval of such application, the Director may enter into a contract with the User, which requires the User to subject itself to, and abide by this Ordinance, including all permitting, compliance monitoring, reporting, and enforcement provisions contained in this Ordinance, the Act or State Act.

(5) Any Significant Industrial User which discharges nondomestic waste into the sewage works or POTW prior to the effective date of the ordinance from which this Ordinance is derived and who wishes to continue such discharges in the future, shall, within 90 days after such date, apply to the YCUA for an Industrial User pretreatment permit and shall not cause or allow discharges to the POTW to continue after 180 days from and after the effective date of the ordinance from which this Ordinance is derived except in accordance with a permit issued by the Director.

(6) Any Significant Industrial User proposing to begin or recommence discharging nondomestic wastes into the sewage works or POTW must obtain a pretreatment permit prior to beginning or recommencing such discharge. An application for this permit must be filed at least 60 days prior to the anticipated start up date.

(Code 1975, § 20-94; Ord. No. 94-131, 6-21-94)

Sec. 62-136. Same – Application.

(1) In order to be considered for a pretreatment permit, all Industrial Users required to have a permit must submit the information required by Section 62-122 on an application form approved by the Director.

(2) When required, plans must be certified for accuracy by a state - registered professional engineer.

(3) All applications must contain the following certification statement and be signed by an authorized representative of the Industrial User: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(4) The Director will evaluate the data furnished by the Industrial User and may require additional information. After evaluation of the data furnished, the Director may issue an Industrial User pretreatment permit subject to terms and conditions provided herein.

(5) At the time an application for a permit is made, the User shall pay to YCUA a permit fee in an amount established from time to time by the board, which fee shall be refunded to the User in the event the permit is denied. In addition to the above-stated permit fee, the User shall pay to YCUA a nonrefundable permit application fee equal to YCUA's expenses, and YCUA expenses incurred in hiring laboratories, engineers, or other consultants, for the purpose of evaluating the permit application submitted by the User to YCUA.

(Code 1975, § 20-95; Ord. No. 94-131, 6-21-94)

Sec. 62-137. Same -- contents.

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

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.

(2) Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties.

(3) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, or similar requirements designed to reduce, eliminate, or prevent the introduction of pollutants into the sewage works or POTW.

- (4) Development and implementation of spill control plans or other special conditions including additional management practices necessary to aDNREuately prevent accidental, unanticipated, or routing discharges.
- (5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the sewage works or POTW.
- (6) Requirements for installation and maintenance of inspection and sampling facilities.
- (7) Specifications for monitoring programs, which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
- (8) Compliance schedules.
- (9) Requirements for submission of technical reports or discharge reports.
- (10) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Director and affording the Director, or his representatives, access thereto.
- (11) Requirements for notification of any new introduction of wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced in the sewage works or POTW.
- (12) Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the permittee.
- (13) Requirements for notification to YCUA of excessive, accidental, or slug discharges.
- (14) Other conditions as deemed appropriate by the Director to ensure compliance with this Ordinance and state and federal laws, rules, and regulations, including the Act and State Act.
- (15) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal, State or local pretreatment standards or limits, including those which become effective during the term of the permit.
(Code 1975, § 20-96)

Sec. 62-138. Same – Issuance process.

- (1) Permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than five years, at the discretion of the Director.
- (2) The Director will provide all interested persons with notice of final permit terms. Upon notice by the Director, any person, including the Industrial User, may petition to appeal the terms of the permit within 30 days of the notice.
 - (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the appeal.
 - (b) In its petition, the appealing party must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.
 - (c) The effectiveness of the permit shall not be stayed pending a reconsideration by the board. If, after considering the petition and any arguments put forth by the Director, the

board

determines that reconsideration is proper, it shall remand the permit back to the Director for reissuance. Those permit provisions being reconsidered by the Director shall be stayed pending reissuance.

(d) A board's decision not to reconsider a final permit shall be considered final administrative action for purposes of judicial review.

(3) The Director may modify or terminate the permit for good cause including, but not limited to, the following:

(a) To incorporate any new or revised federal, state or local pretreatment standards or requirements.

(b) Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit.

(c) A change in any condition in either the Industrial User or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

(d) Information indicating that the permitted discharge poses a threat to the sewage works or POTW or POTW personnel or the receiving waters.

(e) Violation of any terms or conditions of the permit.

(f) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.

(g) Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13.

(h) To correct typographical or other errors in the permit.

(i) To reflect transfer of the facility ownership and/or operation to a new owner/operator.

(j) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

(k) Falsifying self-monitoring reports.

(l) Tampering with monitoring equipment.

(m) Refusing to allow timely access to the facility premises and records.

(n) Failure to meet effluent limitations.

(o) Failure to pay fines.

(p) Failure to pay sewer charges.

(q) Failure to meet compliance schedules.

(r) As provided in Section 62-133.

(4) The filing of a request by the permittee for a permit modification, revocation and

reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

(5) Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the Director, if:

(a) The permittee must give at least 30 days advance notice to the Director; and

(b) The notice must include a written certification by the new owner which:

(i) States that the new owner has no immediate intent to change the facility's operations and processes.

(ii) Identifies the specific date on which the transfer is to occur.

(iii) Acknowledges full responsibility for complying with the existing permit.

(6) The User shall apply for permit reissuance by submitting a complete permit application a minimum of 90 days prior to the expiration of the User's existing permit. An expired permit will continue to be effective and enforceable until the permit is reissued, if:

(a) The Industrial User has submitted a complete permit application at least 90 days prior to the expiration date of the User's existing permit; and

(b) The failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the Industrial User.

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

(a) Pass through or interference; or

(b) Endanger municipal employees or the public.
(Code 1975, § 20-97)

Sec. 62-139. Penalty for violation of Ordinance; liability of User.

(1) Any person who violates any provision of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act, shall become liable to the township for and may be subject to a civil fine assessment of \$1000.00 per violation, per day, plus any costs, damages and expenses, direct or indirect, incurred by the township or YCUA in connection with the violation. Each day on which a violation continues shall be deemed a separate and distinct violation.

(2) Any person who violates any provision of this Ordinance that is listed below shall be guilty of a misdemeanor, and upon conviction is subject to a fine of not more than \$500, exclusive of any civil fine assessment or other costs, damages and expenses, or by imprisonment for not more than ninety (90) days, or both. Misdemeanor violations include:

(a) intentional unpermitted discharge;

(b) falsification of a monitoring report or the making of any false statement, representation

or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this ordinance;

(c) improper sampling, with evidence of an intent to falsify or mislead;

(d) intentional failure to install monitoring equipment after a deadline established by an order issued under this ordinance or the tampering with or knowingly rendering inaccurate any monitoring device or equipment or method required under this ordinance;

(e) intentional recurring violation of a compliance schedule in a permit or a violation of a compliance schedule in an order issued under this ordinance; or

(f) illegal discharge when the discharge causes harm and there is evidence of intent.

(Code 1975, 20-98)

Sec. 62-140. Funding/Fees

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

Secs. 62-141 -- 62-155. Reserved.

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DIVISION 3. BUILDING SEWERS AND CONNECTIONS

Sec. 62-156. Permit required.

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

(Code 1975, § 20-110)

Sec. 62-157. Classes of permits; application; fees.

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

(Code 1975, § 20-111)

Sec. 62-158. Costs of connection to be borne by owner; indemnification of township and YCUA.

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

(Code 1975, § 20-112)

Sec. 62-159. Separate building sewer for each building required; exception.

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

(Code 1975, § 20-113)

Sec. 62-160. Use of old building sewers with new buildings.

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

(Code 1975, § 20-114)

Sec. 62-161. Construction specifications.

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

(Code 1975, § 20-115)

Sec. 62-162. Elevation.

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

(Code 1975, § 20-116)

Sec. 62-163. Prohibited connections.

(1) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which, in turn, is connected directly or indirectly to a public sanitary sewer or combined sewer.

(2) The YCUA shall not allow any connection to the sanitary sewer unless there is sufficient capacity in the sewage works to convey and adequately treat the additional wastewater from the proposed connection.

(Code 1975, § 20-117)

Sec. 62-164. Connection specifications.

(1) The connection of the building sewer into the public sewer shall conform to the

requirements of the building and plumbing code or other applicable rules and regulations of the YCUA or the procedures set forth in appropriate specifications of the ASTM and the WEF Manual of Practice No. 9. All such connections shall be made gastight and watertight.

(2) Any deviation from the prescribed procedures and materials must be approved by the YCUA before installation.

(Code 1975, § 20-118)

Sec. 62-165. Inspection; supervision of connection.

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

(Code 1975, § 20-119)

Sec. 62-166. Guards for excavations; restoration of public property.

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

(Code 1975, § 20-120)

Secs. 62-167 – 62-175. Reserved.

DIVISION 4. USE OF PUBLIC SEWERS

Sec. 62-176. Required.

(1) It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the township, or in any area under its jurisdiction, any human or animal excrement, garbage or other objectionable waste.

(2) It shall be unlawful to discharge to any natural outlet, any sanitary sewage, industrial wastes, or other polluted water, except where suitable treatment has been provided in accordance with provisions of this Ordinance.

(3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

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

(Code 1975, § 20-131)

Sec. 62-177. Unpolluted discharges.

(1) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, water from footing drains, roof water, or other unpolluted water to any sanitary sewer or sewer connection except as otherwise provided in this Ordinance. Any premises connected to a storm sewer shall comply with county, state and federal requirements as well as those by the township and the YCUA.

(2) Storm water, groundwater, water from footing drains and all other unpolluted drainage shall be discharged into such sewers as are specifically designated as combined sewers, or to a natural outlet, except as otherwise provided in this Ordinance. Industrial cooling water or unpolluted process waters may be discharged upon application and approval of the YCUA and the appropriate state agency to a storm sewer, or natural outlet.

(Code 1975, § 20-132)

Sec. 62-178. Fats, Oils, and Grease (FOG) Interceptor and Sand Interceptors.

Fats, oils, and grease (FOG) and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing fats, oils, or grease discharges in which the concentration in a grab sample exceeds the 100 mg/l limit,

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

(Code 1975, § 20-133)

Sec. 62-179. Prohibited discharges.

No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will pass through or interfere with the operation or performance of the sewage works.

A User may not contribute the following substances to the sewage works:

- (1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewage works or to the operation of the sewage works.
- (2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities.
- (3) Any wastewater having a pH less than 5.0 or greater than 11.0; or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the sewage works.
- (4) Any wastewater containing toxic pollutants or of high chlorine demand in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the sewage works, or exceed the limitation set forth in the EPA categorical pretreatment standard, or any other federal, state or county standards.
- (5) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause worker health and safety problems. This prohibition includes, but is not limited to, wastewaters which contain liquids, solids, or gases that cause gases, vapors, or fumes from the discharge to exceed 10% of the immediately dangerous to life and health (IDLH) concentration. Discharges which contain more than one pollutant which may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the Director. The more restrictive discharge limits shall be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge.
- (6) Any noxious or malodorous liquids, gases, or solids which singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (7) Any substance, which may cause the sewage, works such as residues, sludges, or scums, to be unsuitable for land application or reclamation and reuse or to interfere with the reclamation process.
- (8) Any substance, which will cause the sewage, works to violate its NPDES permit or the receiving water quality standards.
- (9) Any wastewater with color of sufficient light absorbency to interfere with treatment plant process, prevent analytical determinations, or create any aesthetic effect on the treatment plant effluent, such as, but not limited to, dye wastes and vegetable tanning solutions.

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

(11) Any wastewater having a temperature, which will inhibit biological activity in the sewage, works resulting in interference, but in no case wastewater with a temperature at the introduction into the sewage works, which exceeds 60 degrees Celsius (140 degrees Fahrenheit) or is lower than zero degrees Celsius (32 degrees Fahrenheit).

(12) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable state or federal regulations.

(13) Any wastewater which causes a hazard to human life or creates a public nuisance.

(14) Organic solvent extractable substances such as fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit (zero degrees Celsius) and 140 degrees Fahrenheit (60 degrees Celsius).

(15) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; or other pollutants which cause the wastewater to have a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius), or which cause an exceedance of ten percent of the lower explosive limit (LEL) at any point within the collection system or containing gasoline, benzene, xylene or toluene which causes the wastewater to exceed the state surface water quality standard.

(16) Any garbage that has not been ground by household type or other suitable garbage grinders.

(17) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure or any other solids or viscous substances capable of causing obstructions or other interferences with the proper operation of the sewer system.

(18) Toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, or to constitute hazards to humans or animals, or to create any hazard in waters which receive the POTW effluent, which shall include, but are not limited to wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions.

(19) Solids of such character and quantity that special and unusual attention is required for their handling.

(20) Any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under section 405 of the federal Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the state.

(21) Any medical or infectious wastes prohibited from being discharged under federal or state law and regulations.

(22) Material considered a hazardous waste under the Resource Conservation and Recovery Act (RCRA).

(23) Any commercial or industrial waste that may cause pass through of pollutants or interference with the wastewater treatment plant operations or that violates federal, state, or

local restrictions.

(24) Any pollutant, including oxygen demanding pollutants (BOD etc.) released at a flow rate and/or pollutant concentration which will cause interference with the POTW.

(25) Trucked and hauled waste, except at discharge points designated by the POTW.

(26) Pollutants causing toxic gases, vapors, and fumes.

(27) Any leachate from a hazardous waste landfill.

(28) Any landfill leachate unless permitted and authorized under a written contract, within YCUA's sole discretion, between YCUA and the User.

(29) Any pollutant discharge which constitutes a slug.

(Code 1975, § 20-134; Ord. No. 94-131; 6-21-94)

Sec. 62-180. Promulgation of more stringent standards.

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

(Code 1975, § 20-135)

Sec. 62-181. Prohibited concentrations of certain pollutants and mercury reduction plan.

(1) No person shall discharge wastewater such that the concentration of pollutants in one grabsample exceeds the following limits for oil and grease or pH:

100 mg/l oil and grease

< 5 or > 11 standard units pH

1.0 mg/l Total Cyanides

1.0 mg/l Total Phenolic Compounds

(2) No person shall discharge wastewater such that the concentration of pollutants contained in a representative composite sample is at or above the following surcharge threshold, except as otherwise permitted in writing by the Director and on payment of a surcharge fee, and no person shall discharge wastewater such that the concentration of pollutants contained in a representative composite sample exceeds the following upper limits, with respect to the following compatible pollutants:

COMPATIBLES

| <u>Surcharge Threshold</u> | <u>Upper Limits</u> | |
|----------------------------|---------------------|---------------------------------------|
| 300 mg/l | 1000 mg/l | 5-day BOD (Biochemical Oxygen Demand) |
| 350 mg/l | 2500 mg/l | Total SS (Suspended Solids) |
| 600 mg/l | 2000 mg/l | COD (Chemical Oxygen Demand) |
| 15 mg/l | 75 mg/l | Total Phosphorus |
| 30 mg/l | 700 mg/l | Ammonia-Nitrogen |

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

INORGANICS

| | |
|------------|------------------|
| 1.0 mg/l | Arsenic |
| 0.002 mg/l | Beryllium |
| 0.50 mg/l | Cadmium |
| 4.0 mg/l | Chromium (Total) |
| 3.0 mg/l | Copper |

| | |
|---------------|---------|
| 0.3 mg/l | Lead |
| Nondetectable | Mercury |
| 3.0 mg/l | Nickel |
| 0.15 mg/l | Silver |
| 3.0 mg/l | Zinc |

ORGANICS

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

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

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

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

(5) The Director shall annually review the quantities of industrial pollutants listed above which are discharged or proposed to be discharged to the sewage works. The Director shall recommend any revisions to these limits necessary to insure that the NPDES Permit, Federal Pretreatment Standards and Water Resources limits are met and to insure that the industrial discharge will not interfere with the treatment process of sludge disposal. At such time as the previously cited limits are changed by the township or YCUA, the unit authorizing such change shall notify the remaining units of such change.

(6) The local discharge limitation for mercury is established at the level of detection in accordance with the following:

(a) There shall be no detectable amounts of mercury discharged to a township or YCUA sanitary sewer. Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 245.1. The level of detection, developed in accordance with the procedure specified in 40 CFR 136, shall not exceed 0.2 ug/L for Mercury, unless higher levels are appropriate due to matrix interference.

(b) The evaluation of potential matrix interference(s) shall include, at a minimum, the following:

- (i) A demonstration that the laboratory conducting the analysis is capable of achieving the level of detection of 0.2 ug/L in reagent water;
- (ii) A demonstration that the level of detection of 0.2 ug/L cannot be achieved in the effluent;
- and (iii) A demonstration that an attempt has been made to resolve the matrix interference(s).

(c) In cases where true matrix interference(s) can be demonstrated, a discharge-specific level of detection will be developed in accordance with the procedure in 40 CFR 136. Discharge specific levels of detection will be incorporated into the wastewater discharge permit of the nondomestic User.

(d) To ensure that the maximum allowable mercury loading to the POTW is not exceeded, YCUA may require any non-domestic User with a reasonable potential to discharge mercury to develop, submit for approval and implement a Mercury Reduction Plan (MRP). The MRP may be required by permit if the non-domestic User has not violated the local limit for mercury, but YCUA has determined that a reasonable potential for such violation may exist. MRP's may be required in notices of violations, orders or other enforcement actions when the non-domestic User has violated the mercury local limit.

At a minimum, an approvable MRP shall contain the following:

(i) A written commitment by the non-domestic User to reduce all non-domestic discharges of mercury to levels below the level of detection within 3 years of the MRP's original approval date; (ii) Within 60 days of notification by YCUA that a MRP is required, the non-domestic User shall supply an initial identification of all potential sources of mercury which could be discharged to the sanitary sewer system;

(iii) Specific strategies for mercury reduction with reasonable time frames for implementation, capable of ensuring that mercury discharges will be below the specified level of detection within 3 years;

(iv) A program for quarterly sampling and analysis of the non-domestic discharge for mercury in accordance with EPA method 245.1;

(v) A demonstration of specific, measurable and/or otherwise quantifiable mercury reductions consistent with the goal of reducing mercury discharges below the specified level of detection. Where such reductions cannot be demonstrated through normal effluent monitoring (e.g., mercury discharges are already near level of detection), the demonstration should incorporate the following:

a. Internal process monitoring, documenting the results of mercury reduction strategies at sampling locations within the facility (e.g., a program of regular monitoring of sink traps where mercury containing reagents had previously been disposed, but have since been substituted by non-mercury containing compounds).

b. Internal and/or effluent sampling utilizing clean and/or ultra-clean sampling and analytical methods as referenced by EPA Federal Register. The results of such monitoring will not be used for compliance purposes unless performed in accordance with EPA Method 245.1 and collected at the appropriate compliance measurement location.

c. Loading calculations wherein the non-domestic User calculates the total mass of mercury reduced from the sanitary sewer discharge through reagent substitutions, changes in disposal practices and/or other approved MRP strategies implemented.

(vi) A semi-annual report on the status of the mercury reduction efforts. At a minimum, these reports shall: identify compliance or noncompliance with specific reduction commitments in the MRP; summarize the analytical, mass-based or other quantifiable demonstrations of mercury reductions performed to date; provide all applicable analytical data; provide an evaluation of effectiveness of actions taken to date; provide updates to the initial list of mercury containing compounds discharged to the sanitary sewer and propose for approval new strategies and/or modifications to the current MRP to continue and improve mercury reduction efforts; and (vii) Any other conditions that YCUA deems necessary to ensure that mercury reduction efforts are effective in achieving the goals of this Section.

(e) Failure to submit an approvable MRP within 30 days of the required due date shall constitute significant non-compliance in accordance with this Section, and will result in publication as a significant violator.

(f) A MRP may be evaluated for adequacy at any time by YCUA. If such an evaluation determines that the Mercury Reduction Plan is inadequate or the non-domestic User has not complied with its approved MRP, the non-domestic User will be notified. Failure to comply with the MRP requirement constitutes non-compliance. YCUA will follow its Enforcement Response Plan (ERP) to ensure that corrective actions are taken.

(g) A non-domestic User may request a release from MRP requirements if all samples of the discharge for a period of one year are less than the specified level of detection; the non-

domestic User has complied with the minimum monitoring frequency of quarterly sampling events; and YCUA deems that MRP commitments have been fulfilled sufficiently to ensure continued compliance with the mercury limitation. YCUA shall notify the non-domestic User of any release from MRP requirements in writing.

(h) If the MRP requirement is waived by YCUA, the non-domestic User remains subject to the local limitation for mercury in accordance with the requirements of this Ordinance.

(i) Re-discovery of mercury in the non-domestic User discharge subjects said User to the submission of a new MRP, or escalation of enforcement in accordance with the ERP.

(Code 1975, § 20-136; Ord. No. 94-131, 6-21-94)

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

a. The Director may require any User to develop and implement Best Management Practices (BMP) to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants, or other substances from the User's premises to the POTW, as determined necessary by the Director.

b. In addition, the Director may require a User to develop and submit a Best Management Practices Plan ("BMPP"), including an enforceable implementation schedule, for review and approval by the Director. The BMPP shall be submitted within 30 days after notification by the Director or as otherwise required by a User Permit. The BMPP shall be directed at preventing the entrance of pollutants, directly or indirectly, into the POTW. The BMPP shall be available for inspection at all times at the User's premises. At a minimum, a User's BMPP shall contain all of the following elements, as determined necessary by the Director, at a level of detail and in units and terms as determined necessary by the Director to adequately evaluate the plan:

- I. A statement of the purpose and objectives of the plan.
- II. A description of the strategies, methods, policies and procedures to prevent, minimize or reduce the introduction of pollutants into the User's discharge and to minimize waste generation.
- III. A description of the options available to the User to control accidental spillage, leaks and drainage.
- IV. A description of best available or practicable control technologies available for the User's specific circumstances.
- V. A detailed facility layout and site diagram showing points of entry into the (POTWs).
- VI. A description of the waste handling, treatment and discharge disposal facilities, including flow diagrams and process schematics.
- VII. A description of operating and maintenance processes and procedures.
- VIII. An inventory of raw materials and a list of waste sources, including a list of all chemicals used or stored at the facility.
- IX. A description of employee training programs, policies and procedures; continuing education programs; and participation.
- X. A description of the User's documentation, including record keeping and forms.
- XI. A description of monitoring activities.
- XII. An information log of facility personnel, organization chart, emergency phone numbers, contact persons and maintenance or service representatives.
- XIII. A Certification by a qualified professional that the plan is adequate to prevent spills, leaks, slug loads, or non-customary discharges of regulated substances, directly or indirectly, to the POTW.
- XIV. Such other information, documents or diagrams as required by the Director, including, but not limited to, any of the information required under this Ordinance, the Act, or State Law.

c. The BMPs or BMPP required of a User or approved for a User shall be incorporated in a User Permit issued to the User. If the User already has a User Permit, the existing permit shall be modified to incorporate the BMP requirements. If the User does not currently have a User Permit, a permit shall be issued for that purpose.

d. The Director may require revisions to a User's BMPP if the Director determines that the Plan contains elements that are inadequate, or as otherwise determined necessary by the Director to ensure compliance with applicable requirements of this Ordinance, the Act or

State Law. Review of a BMPP by the Director shall not relieve the User from the responsibility to modify its facility as necessary to comply with this Ordinance, the Act or State Law.

e. The User reports to the Director must include Best Management Practices compliance information. The User reports must be certified and signed by the User's authorized representative.

f. The User shall retain all documentation associated with Best Management Practices for a period of at least three years from the date of an activity associated with the practices. This period may be extended by the Ypsilanti Community Utilities Authority at any time.

Sec. 62-182. Sampling, measurements, tests and analyses.

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

(Code 1975, § 20-137)

Sec. 62-183. Surcharge for discharges of unusual strength.

(1) If the character of the wastewater from any manufacturing or industrial plant or any other building or premises exceeds the limits for compatible pollutants established in Section 62-181 or shall be such as to impose any unreasonable burden upon the sewers of the system or upon the sewage works or POTW in excess of a maximum limit prescribed in this Ordinance, then an additional charge shall be made over and above the regular rates, or the Director shall require that such sewage be treated by the person, firm or corporation responsible for the sewage being emptied into the sewer or the right to empty such sewage shall be denied, if necessary, to protect the system or any part thereof.

Surcharges required shall be computed as the weight of excess compatible pollutant in pounds multiplied by the cost per pound specified in the applicable township rate ordinance. The strength of such wastes shall be determined by composite samples taken over a sufficient period of time to insure a representative sample. The cost of sampling and testing shall be borne by the industry or establishment, whether owner or lessee. Tests shall be made by the User, at an independent laboratory, or at the YCUA wastewater treatment plant.

(2) Any wastewater discharged into the sewage works having a compatible pollutant in excess of those prescribed in section 62-181 may be permitted by the Director provided payment by the industrial concern for the full cost of treating such excess constituents in the wastewater is made and acceptance of the waste does not cause violation of EPA guidelines, NPDES requirements, the Act or State Act.

(Code 1975, § 20-138)

Sec. 62-184. Special agreements authorized.

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

(Code 1975, § 20-139)

Sec. 62-185. Dilution of discharge.

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

(Code 1975, § 20-140)

Sec. 62-186. Accidental discharges.

(1) Where required, a User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Ordinance, the Act or State Act. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Director for review, and shall be approved by the Director before construction of the facility. All required Users shall complete such a program within 90 days of notification by the Director. If required by the Director a User who commences contribution to the sewage works after the effective date of the ordinance from which this Ordinance derives shall not be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Director. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the User's facility as necessary to meet the requirements of this Ordinance, the Act or State Act. In the case of any discharge, whether accidental or not, that could cause problems to the YCUA, the WWTP or POTW, including any slug loadings by the User, it is the responsibility of the User to immediately telephone and notify the YCUA of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

(2) Within five days following any discharge, whether accidental or not, that could cause problems to the YCUA, the WWTP or POTW, including any slug loadings by the User, the User shall submit to the Director a detailed written report describing the cause of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the sewage works or POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Ordinance, the Act or State Act, or other applicable law. Failure to file a report shall be a separate violation of this Ordinance.

(3) Slug Control Plan

(a) Each Significant Industrial User shall prepare and implement an individualized slug control plan when in the opinion of the Director a slug control is required. Existing Significant Industrial Users that do not have a YCUA approved slug control plan shall provide an approvable slug control plan to the Director within ninety (90) days of being notified by YCUA that a slug control plan is required. New sources that are Significant Industrial Users shall submit a slug control plan to the Director for approval before beginning to discharge. Upon written notice from the Director, Users that are not Significant Industrial Users may also be required to prepare and implement a slug control plan, and the plan shall be submitted to the Director for approval as specified in the notice. Slug control requirements must be included in the SIU Control Mechanism (Industrial User's Permit).

(b) All slug control plans shall contain at least the following elements:

- I. A description of discharge practices, including non-routine batch discharges;
- II. A description of stored chemicals;
- III. The procedures for immediately notifying the Director of slug discharges, including any discharge that would violate any discharge prohibition, limitation or requirement under this Ordinance, and procedures for follow-up written notification within five (5) days of the discharge;
- IV. The procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.

(c) If a User has submitted to the Director plans or documents pursuant to other requirements of local, state or federal laws and regulations which meet all applicable requirements of the Ordinance, the Director may in its discretion determine that the

User has satisfied the slug plan submission requirements of this section.

(d) Significant Industrial Users must immediately notify the Director of any changes at their facilities affecting their slug control plan or spill/slug potential.

(4) Secondary Containment Requirements

- (a) Each User when in the opinion of the Director is required must provide and maintain at the User's sole expense secondary spill containment structures (including diking, curbing or other appropriate structures) aDNREuate to protect all floor drains from accidental spills and discharges to the POTW of any pollutants or discharges regulated by this ordinance, the Act or State Law.
- I. The containment area shall be constructed so that no liquid polluting material can escape from the area by gravity through the building sewers, drains, or otherwise directly or indirectly into the POTW .
 - II. The containment or curbing shall be sufficient to hold not less than ten (10) percent of the total volume of the tanks or containers within the secondary containment structure or provide a capacity of one hundred (100) percent of the largest single tank or container within the secondary containment structure, whichever is larger, unless a lesser containment area or alternate control measures are approved in advance by the Director.
 - III. The containment structure must accommodate "squirt distance". Containers within the containment structure must be able to be placed sufficiently back from the edge of the structure so if punctured, the resulting leak will be contained.
 - IV. The containment structure must be designed or operated to prevent run-on or infiltration, rain or other liquids into the secondary containment system unless the containment system has sufficient excess capacity to contain run-on, infiltration, rain, or other liquids. Excess capacity when such prevention is not provided in the system must be sufficient to contain rain precipitation from a 25-year, 24-hour rainfall event.
 - V. The containment structure shall be constructed with chemical-resistant water stops in place at all joints (if any) to be free of cracks or gaps.
 - VI. The containment structure shall be designed and installed to completely surround the tank or containers and to cover all surrounding earth likely to come into contact with the waste if released from the tank(s) or containers (i.e., capable of preventing lateral as well as vertical migration of the material).
 - VII. All floor drains found within the containment area must be plugged and sealed.
- (b) Spill troughs and sumps within process areas must discharge to appropriate pretreatment tanks.
- (c) Emergency containment shall also be provided for storage tanks that may be serviced by commercial haulers and for chemical storage areas.
- (d) Solid pollutants shall be located in security areas designed to prevent the loss of the materials to the POTW .
- (e) Detailed plans showing facilities and operating procedures to provide the protection required by this Ordinance shall be submitted to the Director for review, and shall be approved by the Director before construction. Construction of approved containment for existing sources shall be completed within the time period specified by the Director.
- (f) No new source shall be permitted to discharge to the POTW until emergency containment facilities have been approved and constructed as required by this Ordinance.
- (g) The Director may order a User to take interim measures for emergency containment as determined necessary by the Director under the circumstances.

(Code 1975, § 20-141)

Sec. 62-187. Determination of sewage flow.

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

- (1) The amount of water supplied to the premises by the public water system as shown

upon the water meter if the premises are metered.

(2) If the premises are supplied with river water or water from private wells, the amount of water supplied from such sources may be metered at the source or metered at its point of discharge prior to entry into the public sewer.

(3) If such premises are used for an industrial or commercial purpose of such a nature that the water supplied to the premises cannot be entirely discharged into the sewer system, the estimate of the amount of sewage discharged into the sewer system made by the utilities authority from the water, gas or electric supply, or metered at its point of discharge prior to entry into the public sewer.

(4) The volume of sewage discharged into the sewer system as determined by measurements and samples taken at a manhole installed by the owner of the property served by the sewer system at his own expense in accordance with the terms and conditions of the permit issued by the YCUA pursuant to this Ordinance.

(5) A figure determined by the YCUA by any combination of the foregoing or by any other equitable method.

(Code 1975 § 20-142)

Sec. 62-188. Disposal at sewage treatment plant.

Waste from industrial sewage disposal systems shall be disposed of at the sewage treatment plant or at any other refuse or disposal site approved by the Director. No waters or wastes described in section 62-179 shall be disposed of at the sewage treatment plant.

(Code 1975, § 20-143)

Sec. 62-189. Bypass.

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

(2) Bypass is prohibited, and the Director may take enforcement action against an Industrial User for bypass, unless:

(a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(c) The Industrial User submitted notice as required under this section. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in this subsection (b).

(Code 1975, § 20-144)

Sec. 62-190. Report of violation.

If the results of any sampling performed by the User indicates that any violation of this Ordinance, a permit, an order issued under this Ordinance, the Act or State Act has occurred, the User shall notify the YCUA within 24 hours of becoming aware of the violation and shall repeat the sampling and pollutant analysis and shall submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the violation. A written follow

up report shall be filed by the User with the YCUA within thirty (30) days of a User becoming aware of the violation. The report shall specify the following:

(1) A description of the violation, the cause thereof, and the violation's impact on the User's compliance status.

(2) Duration of the violation, including exact dates and times of the violation, and if not corrected, the anticipated time the violation is expected to continue.

(3) All steps taken or intended to be taken to reduce, eliminate and prevent reoccurrence of such a violation.

(Code 1975, § 20-145)

Sec. 62-191. Notification of authorities upon discharge of hazardous waste.

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

(Code 1975, § 20-146)

Secs. 62-192 -- 62-200. Reserved.

DIVISION 5. PRIVATE SEWAGE DISPOSAL

Sec. 62-201. Authorized under certain conditions.

Where a public sanitary or combined sewer is not available under the provisions of section 62-176(d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Ordinance.

(Code 1975, § 20-160)

Sec. 62-202. Permit required; application; fees.

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the plumbing inspector. The application for such a permit shall be made on a form furnished by the township or YCUA and shall include specifications and other information deemed necessary by the township and YCUA. A permit and inspection fee shall be paid to the township treasurer at the time the application is filed.

(Code 1975, § 20-161)

Sec. 62-203. Inspection by township and YCUA

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the township and YCUA. The township and YCUA shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the township and YCUA when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the township or YCUA.

(Code 1975, § 20-162)

Sec. 62-204. Specifications.

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

(Code 1975, § 20-163)

Sec. 62-205. Connection with public sewer.

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 62-204, a direct connection shall be made to the public sewer in compliance with this Ordinance and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

(Code 1975, § 20-164)

Sec. 62-206. Sanitary maintenance required.

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

(Code 1975, § 20-165)

Sec. 62-207. Other requirements.

No statement contained in this Ordinance shall be construed to interfere with any additional requirements that may be imposed by the state or county health department or DNRE.

(Code 1975, § 20-166)

Secs. 62-208 -- 62-229. Reserved.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Human Resources
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

TO: Nancy Wrybkowski
Deputy Clerk

FROM: Karen Wallin
Human Resource Department

DATE: July 12, 2010

RE: **Municipal Employees' Retirement System (MERS) -
Letter of Understanding**

At a regular meeting on December 15, 2009, the Charter Township of Ypsilanti Board of Trustees approved Resolution No. 2009-46, Ordinance No. 2009-400 which allowed the full-time officials to participate in the MERS program and also, allowed all Board Members to remove their retirement funds from their current pension account.

Adoption of the ordinance eliminated the elected official's current pension plan and allowed the full-time official to participate in MERS. The full-time officials were responsible for the cost of purchasing their own full-time years of service.

MERS has requested a Letter of Understanding and a signed copy of the attached Service Credit Resolution.

Please place the attached documents on the July 20, 2010 agenda for consideration by the Board.

Should you have any questions, please contact me.

**MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM
LETTER OF UNDERSTANDING**

Whereas, on December 15, 2009, the Charter Township of Ypsilanti Board of Trustees approved Resolution No. 2009-46, Ordinance No. 2009-400, Allowing Full-Time Officials to Participate in MERS Program and Allowing Board Members to Remove Retirement Funds From Pension Account; and

Whereas, it was the intent of the Board to allow the three full-time officials to purchase all their prior Ypsilanti Township full-time years of service when their participation in MERS was approved at the December 15, 2009 Board Meeting; and

Whereas, this Letter of Understanding provides formal approval of the Charter Township of Ypsilanti Board of Trustees to allow the Supervisor, Clerk and Treasurer to purchase their prior full-time service years.

Whereas, the purchase cost of the prior service years is the sole responsibility of each full-time official and no Ypsilanti Township funds will be expended for this purchase.

Now therefore, the Charter Township of Ypsilanti Board of Trustees formally approves the purchase of prior full-time years of service by the Supervisor, Clerk and Treasurer and authorizes signing of this Letter of Understanding by the Supervisor and Clerk.

Dated and Signed this 21st day of July

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



Municipal Employees' Retirement System of Michigan

1134 Municipal Way, Lansing, Michigan 48917



Phone (517) 703-9030 - (800) 767-6377 - Fax (517) 327-8336 - Website: www.mersofmich.com

APPLICATION FOR ADDITIONAL CREDITED SERVICE

Member Certification and Governing Body Resolution

MEMBER

Name: Lavedia K Roe
SSN: XXX-XX-8675
DOB: 8/21/1954
Age: 55 years, 7 months
Spouse's DOB: 9/18/1954

CALCULATION DATE - 4/1/2010

(Estimate Not Valid After 2 Months)

BENEFIT PROGRAMS

Benefit B-3 (80% max)
Benefit F55 (With 15 Years of Service)
Benefit FAC-3 (3 Year Final Average Compensation)
10 Year Vesting

EMPLOYER

Name: Ypsilanti, Twp of
Number/Div: 8104 / 10

ESTIMATED FAC ON CALCULATION DATE: \$71,361.28

CREDITED SERVICE

Member's Service Credit as of Calculation Date: 2 years, 6 months
Type of Credited Service to be Granted: Other Governmental (previous service with this employer)
Amount of Credited Service to be Granted: 7 years, 1 month
Total Estimated Actuarial Cost of Additional Credited Service: \$77,665.00 [Payment Options on Reverse]

BENEFIT CALCULATION ASSUMPTIONS

- It is assumed that the Member will continue working until the earliest date for unreduced retirement benefits. If the Member terminates prior to becoming eligible for unreduced benefits, the Employer understands and accepts that the actuarial cost will be different from the actuarial cost shown above.
- The Member's Final Average Compensation (FAC) is projected to increase 4.5% annually from the date of purchase to the date of retirement.
- The Plan's Investment Return is projected to be 8% annually.

THE ADDITIONAL CREDITED SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES:

| | Retirement Date | Age | Service Through | Total Service | FAC | Annual Benefit |
|-----------------|-----------------|------------------|-----------------|------------------|-------------|----------------|
| Before Purchase | 10/1/2017 | 63 yrs., 1 mth. | 9/30/2017 | 10 yrs., 0 mths. | \$99,273.84 | \$22,336.56 |
| After Purchase | 9/1/2014 | 60 yrs., 0 mths. | 8/31/2014 | 14 yrs., 0 mths. | \$86,674.81 | \$27,302.52 |

Note: MERS is not responsible for any Member or Employer supplied information, or any losses which may result if actual experience differs from actuarial assumptions. The Member and Employer are responsible for reviewing the information contained herein for accuracy, and assuming the risk that actual experience results in liability different than that estimated.

MEMBER CERTIFICATION

I certify that the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify that the service has not and will not be recognized for the purpose of obtaining or increasing a pension under another defined benefit retirement plan.

Signature of Member

Date

GOVERNING BODY RESOLUTION

As provided by the MERS Plan Document, and in accordance with the Employer's policy there under, the additional credited service described above is hereby granted this Member by Resolution of the Governing Body of Ypsilanti, Twp of, at its meeting on _____. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actual experience will affect the true cost of the additional service. For example, changes in benefit programs through adoption or transfer of the affected employee to a division with 'better' benefits; increases in wages other than 4.5% per year; and changes to the anticipated date of termination, will affect the actual cost of the additional service (increase or decrease). Thus, actual future events and experience may result in changes different than those assumed, and liability different than that estimated. The Employer understands and agrees that it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official from Ypsilanti, Twp of

Date

RESOLUTION 2009-46

Whereas, the Township's revenues have been dramatically reduced due to decreases in property values, state revenue sharing and the announced closure of the General Motors plant; and

Whereas, the Township Board understands that decreased revenue requires budget cuts; and

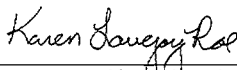
Whereas, effective December 31, 2009, the Township Board wishes to eliminate the current 20% pension contribution benefits of its Township Trustees and reduce the current 20% pension benefits of its three full time elected officials to 9.38%; and

Whereas, the Township's three full time elected officials will contribute the same percentage of their salaries that is contributed by the Township's full time employees under the Michigan Employment Retirement System; and

Whereas, the adoption of Ordinance 2009-400 will eliminate the pension benefits for the Trustees and reduce the pension benefits for the three full time elected officials, to be the same percentage as the pension contribution made by the Township's full time employees under the Michigan Employment Retirement System (6.9% in 2010).

Now therefore, be it resolved, that Ordinance #2009-400 is hereby adopted.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2009-46 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 15, 2009.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2009-400

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances for the Charter Township of Ypsilanti is amended as follows:

Sec. 2-132. Persons covered.

The annuity or pension plans created, established and contracted for under this division shall cover each person within the following classes of officers: Supervisor, Clerk and Treasurer.

Sec. 2-133. Premium contributions; date of eligibility; rejection of coverage.

(a) The township's annual contribution for the Supervisor, Clerk and Treasurer's pension benefits shall be the same percentage contributed for full time township employees under the Michigan Employment Retirement System. Such contributions shall be secured from the general fund of the township. Each person within such class of officers shall be responsible for the remainder of the premium or charges, and the township treasurer is hereby authorized to deduct the same from each person's pay, salary or compensation and to apply the same to such person's responsibility.

Severability

The various parts, sentences, paragraphs and clauses of this ordinance are severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2009-401 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on December 15, 2009, after first being introduced at a Regular Meeting held on November 17, 2009. The motion to approve was made by member Lovejoy Roe and seconded by member Sizemore. Yes: Martin, Eldridge, Currie, Sizemore, Stumbo, Lovejoy Roe and Doe. NO: None. ABSENT: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 15, 2009 REGULAR MEETING MINUTES
PAGE 3**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize litigation in Washtenaw County Circuit Court to abate public nuisance for the property located at 212 Devonshire. The motion carried unanimously.

B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 2403 E. MICHIGAN AVENUE.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize litigation in Washtenaw County Circuit Court to abate public nuisance for the property located at 2403 E. Michigan Avenue. The motion carried unanimously.

C. GENERAL LEGAL UPDATE

Attorney Winters provided an update on the Crystal Pond litigation. He also paid tribute to former Ypsilanti Township Clerk, Anna J. Stepp.

OLD BUSINESS

- 1. 2nd READING RESOLUTION NO. 2009-46, PROPOSED ORDINANCE NO. 2009-400 ALLOWING FULL-TIME OFFICIALS TO PARTICIPATE IN MERS PROGRAM AND ALLOWING BOARD MEMBERS TO REMOVE RETIREMENT FUNDS FROM PENSION ACCOUNT (1st reading held at November 17, 2009 Regular Meeting).**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Sizemore to approve the 2nd reading Resolution No. 2009-46, proposed Ordinance No. 2009-400 allowing full-time officials to participate in MERS Program and allowing board members to remove retirement funds from pension account (see attached).The motion carried as follows:

| | | | | | | | |
|----------------|------------|------------------|------------|----------------|------------|------------------|------------|
| Martin: | Yes | Eldridge: | Yes | Currie: | Yes | Sizemore: | Yes |
| Stumbo: | Yes | Roe: | Yes | Doe: | Yes | | |

- 2. 2nd READING PROPOSED ORDINANCE NO. 2009-401, AMENDING ORDINANCE NO. 2009-397, ANIMAL CONTROL (1st reading held at December 2, 2009 Regular Meeting).**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the 2nd reading proposed Ordinance No. 2009-401, Amending Ordinance No. 2009-397, Animal Control (see attached). The motion carried as follows:

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Human Resources
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin
Human Resource Department

DATE: July 12, 2010

RE: **Re-assignment of Neighborhood Watch Duties**

As part of last year's 2010 budget, the Township Board approved the duties of the Neighborhood Watch Coordinator be combined with those of the Ordinance Enforcement Administrator creating the new position of Community Standard Specialist. Over the last seven (7) months, the duties for both Ordinance Enforcement and Neighborhood Watch have increased significantly.

The Human Resource Department, in conjunction with the supervisory staff of the Community Standards Department has met in regard to the re-assignment of the Neighborhood Watch duties. Following these meetings, the Human Resource Department is bringing the following to the board for consideration and approval: As of Monday, August 2, 2010 the Neighborhood Watch duties would be removed from the Community Standard Specialist returning the employee to his prior position of Ordinance Enforcement Administrator at the negotiated union wage. At that same time, the Neighborhood Watch duties would come back under the Township Supervisor's office and be re-assigned to the Deputy Supervisor. The normal work schedule for the Deputy Supervisor would be adjusted to facilitate attending the nightly meetings, Monday – Thursday. Additional compensation of \$115.00/wk (\$230/pay period) is being suggested. It is also recommended that this arrangement be performed on a trial basis with a review taking place in December of 2010.

Consideration in regard to this request is appreciated. Any additional questions should be directed to the Human Resource Department.

CHARTER TOWNSHIP OF YPSILANTI

BUDGET AMENDMENT #8

July 20, 2010

101 - GENERAL FUND

Total Increase \$330,695.00

Increase the budget due to higher than expected Legal Services costs. The increases to the Legal Services budgets are our best estimates, and are as follows: litigation budget due to Nuisance Abatement (\$150,000), labor issues budget (\$5,000), and Washtenaw County Board of Commissioners budgets (\$60,000 & \$30,000).

Increase the budget for Street Lights due to DTE increases (\$74,400). Increase the budget for the lift station costs at Ford Lake Park for YCUA to repair the motor on the pump (\$11,295).

Revenues for the Law Enforcement administrative fees will be reduced as Holmes Road is not being used by the Sheriff Deputies (\$28,884).

An appropriation of Prior Year Fund Balance (\$330,695) will be used to offset these increased costs and reduced revenue. The WCBOC increases are part of the 2009 Designated Fund Balance.

| | |
|---|----------------------------|
| Revenues: Administrative Fees-Law Enforcer 101.000.000.626.239 | (\$28,884.00) |
| Prior Year Fund Balance 101.000.000.699.000 | <u>\$359,579.00</u> |
| Net Revenues | <u><u>\$330,695.00</u></u> |
| | |
| Expenditur Legal Services-Attorney Litigation 101.210.000.801.002 | \$150,000.00 |
| Legal Services-WCBOC-Garan Lt 101.210.000.801.018 | \$60,000.00 |
| Legal Services-WCBOC-McLain& 101.210.000.801.021 | \$30,000.00 |
| Legal Services-Labor Consultant 101.210.000.802.002 | \$5,000.00 |
| Hwy & St - Lift Stations 101.446.000.818.008 | \$11,295.00 |
| Other Functions-Street Lights Nor 101.956.000.926.000 | <u>\$74,400.00</u> |
| Net Expenditures | <u><u>\$330,695.00</u></u> |

211 - BIKE, SIDEWALK AND RECREATION FUND

Total Increase \$40,000.00

Increase the Capital Outlay-Park Improvements-Signs budget in the amount of \$40,000 to purchase new park signs to replace old and out-dated signs. This was previously bid out as authorized by the Board on 4/21/09. The bid was not approved at that time and is on today's agenda again as a re-bid. This will be funded by an appropriation of Prior Year Fund Balance.

| | |
|--|---------------------------|
| Revenues: Prior Year Fund Balance 211.000.000.699.000 | <u>\$40,000.00</u> |
| Net Revenues | <u><u>\$40,000.00</u></u> |
| | |
| Expenditur Park Improvements-Signs 211.970.000.975.794 | <u>\$40,000.00</u> |
| Net Expenditures | <u><u>\$40,000.00</u></u> |

CHARTER TOWNSHIP OF YPSILANTI

BUDGET AMENDMENT #8

July 20, 2010

| | | |
|--|-----------------------|-----------------|
| 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY | Total Increase | \$280.00 |
|--|-----------------------|-----------------|

Increase Transfer to the 2006 Bond Debt Fund to equal the Captured Tax Revenues for the 2009/2010 tax collection period.

| | | |
|---|----------|--|
| Revenues: Current Tax Revenues-Captured 250.000.000.402.250 | \$280.00 | |
| Net Revenues | \$280.00 | |

| | | |
|--|----------|--|
| Expenditur Transfer to: 2006 Bond Debt Fun 250.991.000.968.398 | \$280.00 | |
| Net Expenditures | \$280.00 | |

| | | |
|------------------------------|-----------------------|--------------------|
| 266 - LAW ENFORCEMENT | Total Increase | \$81,788.00 |
|------------------------------|-----------------------|--------------------|

Increase various Sheriff costs as verbally approved at the November 17, 2009 Board Meeting when the 2010 Budget was approved. The original budget had reduced numbers to represent a reduction of 10 deputies. The Board agreed to change the redcution to only 7 deputies. Consequently you will find increase for three additional officers followed by various reductions. The remaining funds needed will be funded by an Appropriation of Prior Year Fund Balance.

| | | |
|---|-------------|--|
| Revenues: Prior Year Fund Balance 266.000.000.699.000 | \$81,788.00 | |
| Net Revenues | \$81,788.00 | |

| | | |
|--|----------------|--|
| Expenditur Sheriff Patrol Contract 266.301.000.831.000 | \$335,555.00 | |
| Sheriff Patrol - Sergeants 266.301.000.831.003 | \$52,611.00 | |
| Sheriff Patrol - Lieutenants 266.301.000.831.004 | \$10,048.00 | |
| Sheriff Patrol - Overtime 266.301.000.831.001 | (\$187,483.00) | |
| Community Service Officers 266.301.000.831.005 | (\$55,809.00) | |
| Administrative Fees 266.301.000.800.001 | (\$28,884.00) | |
| Utilities/Holmes Road 266.301.000.920.015 | (\$12,000.00) | |
| Bldg Maint/1405 Holmes Road 266.301.000.931.011 | (\$7,250.00) | |
| Crime Rewards 266.301.000.956.100 | (\$25,000.00) | |
| Net Expenditures | \$81,788.00 | |

Motion to Amend the 2010 Budget (#8):

Move to increase the General Fund budget by \$330,695.00 to \$8,642,633.00 and approve the department line item changes as outlined,

Move to increase the Bike, Sidewalk and Recreation Fund by \$40,000.00 to \$144,855.75 and approve the department line item changes as outlined,

Move to increase the Local Development Finance Authority (LDFA) Fund budget by \$280.00 to \$145,572.00 and approve the department line item changes as outlined,

Move to increase the Law Enforcement Fund budget by \$81,788.00 to \$5,327,716.00 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2010-14**

SUPPORTING TEXTILE ROAD IMPROVEMENTS

WHEREAS, the Charter Township of Ypsilanti Board of Trustees acknowledges that Textile Road between Bridge Road and Rawsonville Road located in Sections 24 and 25 of Ypsilanti Township is a public road designated as an all-season road and is a component of the commercial network of the county road system; and

WHEREAS, the Charter Township of Ypsilanti Board of Trustees recognizes that Textile Road between Bridge Road and Rawsonville Road is in a deteriorated condition which may jeopardize its current all-season road status; and

WHEREAS, the Charter Township of Ypsilanti Board of Trustees recognizes that Ford Motor Company owns and operates the Rawsonville Components Plant located at 10300 Textile Road (Parcel K-11-25-200-001) and intends to invest nine million dollars into the plant for equipment and tooling in order to assemble battery packs for electric vehicles assembled at the Ford Michigan Assembly Plant located in Wayne, Michigan; and

WHEREAS, the Charter Township of Ypsilanti Board of Trustees acknowledges that Textile Road between Bridge Road and Rawsonville Road will need to be resurfaced to accommodate the additional commercial and passenger vehicle traffic generated by the facility and preserve the all-season road status of the roadway; and

WHEREAS, if Textile Road between Bridge Road and Rawsonville Road is not resurfaced and the all-season road designation is revoked, the road will be subject to spring time weight restrictions and create possible economic hardship to Ford Motor Company and other commercial and industrial enterprises during these time periods; and

WHEREAS, the Charter Township of Ypsilanti Board of Trustees recognizes the importance of providing a reasonably safe and efficient road network to accommodate existing and future traffic; and

WHEREAS, the proposed improvement to Textile Road is a solution to accommodate the additional commercial and passenger vehicle traffic generated by Ford Motor Company; and

NOW THEREFORE, BE IT RESOLVED, the Charter Township of Ypsilanti Board of Trustees supports Ford Motor Company with the reinvestment into the Rawsonville Components Plant; and

BE IT FURTHER RESOLVED that the Charter Township of Ypsilanti Board of Trustees supports the Textile Road project, with the understanding that the minimum twenty percent (20%) local match will be provided by the Washtenaw County Road Commission and the Charter Township of Ypsilanti, including the resurfacing of Textile Road from Bridge Road to Rawsonville Road, signal improvements for Textile Road at Bridge Road and other associated work.

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

This AGREEMENT dated the _____ day of _____, 2010, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, ("TOWNSHIP").

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

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

WHEREAS, on April 22, 2009, May 19, 2009 and July 13, 2009, the Urban County Executive Committee approved **\$60,000 in 2009 Urban County CDBG funding** as a grant to the TOWNSHIP to support the eligible code enforcement activities within the Urban County boundaries, as specified in this Agreement; and

WHEREAS, the **2009-10 YPSILANTI TOWNSHIP RENTAL CODE ENFORCEMENT PROJECT** has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community Development to manage this code enforcement program; and

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

1. USE OF FUNDS: [24 CFR 570.503(b)(1)]

A. **SCOPE OF SERVICES:** TOWNSHIP agrees to use COUNTY CDBG funds for the eligible costs of operating a rental code enforcement program in five (5) lower-income neighborhoods of Ypsilanti Township. Specifically, Ypsilanti Township Building Inspectors will work with area landlords to register them and begin inspecting and re-inspecting all (approximately 744) rental units in the following neighborhoods: *Sugarbrook, West Willow, Liberty Square, Grove Road, Appleridge, West Michigan Avenue, Holmes Road, Thurston and Ecorse Road* to make sure that they meet the Ypsilanti Township Property Maintenance Code. The units will be inspected at least once every 30 months. For the code enforcement program, landlords will be charged a fee for registration (\$10 on first unit and \$5 for additional units), but the \$100 initial inspection fee will be waived. Then, if the unit does not meet the code, then a \$25 re-inspection fee will be charged for each subsequent re-inspection until compliance is achieved. Failure to comply within 28 days will result in the issuance of a municipal civil infraction. If the landlord fails to comply after due process, the unit is no longer available for lawful occupancy. TOWNSHIP will work with the Office of Community Development to complete the project as set forth in Attachment A.

The Rental Code Enforcement Program has expanded from its existing pilot area neighborhoods in 2007 of West Willow Neighborhood (CT 4130, BG 1-5) and Sugarbrook Neighborhood (CT 4123, BG 1-4) - to also serve in 2008 the **Holmes Road area neighborhoods** (CT 4122, BG 1 - 4) with boundaries Cross St, US-12, Ridge Rd, Clark Rd, Wendell, Hunter, Holmes & Bagley; the **Thurston area neighborhood** (CT 4122, BG 1 - 4) with boundaries Ford Boulevard, Parkwood, Ohio & US-12; and the **Ecorse Road area neighborhood** (CT 4122, BG 1 - 4) with boundaries Parkwood, Harris, Tyler, Gill & Ford Blvd. The **West Michigan Avenue neighborhood** (CT 4105, BG 1 -3) with boundaries Mansfield to West Michigan Avenue; the **Grove Road area neighborhood** (CT 4130, BG 1 - 5) with boundaries Bradley to McCartney; and the **Liberty Square neighborhood** (CT 4130, BG 1 - 5) with boundaries Margery, Morris, Nancy and S. Grove. These neighborhoods are

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eligible because they 1) are Low-mod neighborhoods (at least 51% of residents have incomes below 80% of Area Median Income); 2) have a high concentration of single-family rental units; and 3) are part of overall neighborhood revitalization efforts.

In addition, previously unidentified single family rental units in the West Willow Neighborhood (CT 4130, BG 1-5) and the Sugarbrook Neighborhood (CT 4123, BG 1-4) will be located, registered, inspected and certified under provision of this agreement as described above. A large quantity of previously vacant and/or foreclosed properties in these original pilot area neighborhoods have been purchased by investors and converted into rental units. The number of recently converted rental units in these eligible areas is estimated to be approximately 100. Township inspectors will work to identify these units and bring them into compliance with the provisions of the Rental Code Enforcement Program.

- B. SCHEDULE: Timely completion of the work specified in this Agreement is essential. By signing this Agreement, **TOWNSHIP** agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
 - C. BUDGET: **TOWNSHIP** expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.
 - D. INELIGIBLE ACTIVITIES: **TOWNSHIP** expressly agrees not to use CDBG funding for the following prohibited uses: 1) purchasing equipment without approval from the Office of Community Development, 2) using the funds for operating and maintenance expenses, 3) constructing new housing, and 4) providing income payments.
 - E. **TOWNSHIP** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
 - F. The **TOWNSHIP** will use local funds to pay for any cost overruns that are related to this project. For record keeping purposes, the **TOWNSHIP** will submit a summary of all of the project costs to the Office of Community Development.
 - G. **TOWNSHIP** designee will meet with Community Development staff after bids are received to review the project costs and time schedule.
2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]
- A. **TOWNSHIP** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
 - B. **TOWNSHIP** agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community Development and/or the Director's designee; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
 - C. **TOWNSHIP** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
 - D. All reports, estimates, memoranda and documents submitted by **TOWNSHIP** must be dated and bear designee's name.
 - E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
 - F. **TOWNSHIP** shall provide an annual project audit of revenues and expenses based upon **TOWNSHIP's** budget calendar.
 - G. **TOWNSHIP** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications,

source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.

H. **TOWNSHIP** shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

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

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

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

- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.
- C. Audits: Audits shall be conducted annually. **TOWNSHIP** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.
- D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. OTHER PROGRAM REQUIREMENTS: [24 CFR 570.503(b)(5)]

TOWNSHIP agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- F. Labor standards.
- (i) In all construction projects, **TOWNSHIP** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5) and Ypsilanti Township Ordinance #69. In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.
 - (ii) **TOWNSHIP** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).
 - (iii) **TOWNSHIP** agrees to comply with the regulations in 24 CFR 570.603(b) that apply to the use of volunteers.
 - (iv) **TOWNSHIP** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
 - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **TOWNSHIP** agrees to provide a drug-free workplace.
 - (vi) **TOWNSHIP** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy.
 - (vii) **TOWNSHIP** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. **TOWNSHIP** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 31, 2010 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **TOWNSHIP** thirty (30) days written notice of such change. **TOWNSHIP** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.
 - (viii) **TOWNSHIP** agrees to Equal Opportunity Employment.
 - (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **TOWNSHIP** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.
 - (2) **TOWNSHIP** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - (3) **TOWNSHIP** agrees to post notices containing the policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of **TOWNSHIP**, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.
- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **TOWNSHIP** will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **TOWNSHIP** shall comply with:
 - (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
 - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, **TOWNSHIP** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

- K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, **TOWNSHIP** assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
 4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- L. Conflict of interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - (ii) In all other cases, the following provisions apply:
 - (a) **TOWNSHIP** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **TOWNSHIP** further warrants that it will not employ persons having such an interest.
 - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **TOWNSHIP**.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
 - (iii) **TOWNSHIP** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.
- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
 - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
 - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
 - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **TOWNSHIP** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, **TOWNSHIP** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. **SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **TOWNSHIP** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. **REVERSION OF ASSETS.** [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **TOWNSHIP** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **TOWNSHIP**'s control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

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

- A. The County shall pay **TOWNSHIP** an amount not to exceed **Sixty Thousand Dollars (\$60,000.00)**, in 2009 CDBG FUNDING to accomplish the work detailed in this Agreement. **TOWNSHIP** will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the **TOWNSHIP** upon submission of invoices for eligible Ypsilanti Township Rental Code Enforcement program activities, which include the following: salaries and overhead costs directly related to the enforcement of the Ypsilanti Township Property Maintenance Code for rental housing.

TOWNSHIP will provide the OCD with the following for each period of reimbursement: 1) line item documentation of costs; 2) fees collected for period; 3) rental code inspections by address; 4) number of code violations corrected; and 5) requests for reimbursement of CDBG-eligible costs. ***CDBG funding can only be used after all program income/fees are expended.*** All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

- B. **TOWNSHIP** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.

- C. **TOWNSHIP** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **TOWNSHIP**.

10. **ENFORCEMENT OF AGREEMENT:** [24 CFR 92.504(c)(3)(vii)]

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

for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

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

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

11. DURATION OF AGREEMENT:

This project starts on January 1, 2010 and ends on June 30, 2012.

12. PRACTICE AND ETHICS:

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

13. EQUAL ACCESS:

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

14. CONTINGENT FEES:

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

15. PAYROLL TAXES:

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

16. SECURITY:

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

17. INSURANCE REQUIREMENTS:

The Township will maintain at its own expense during the term of this Contract, the following insurance:

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

Insurance companies, named insured's and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. **Township** shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by **Township** and their inadequate insurance coverage. **Township** shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the **Township** until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the **Township** expires or is canceled during the term of the contract, services and related payments will be suspended. **Township** shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

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

19. CONTRACT AMENDMENT:

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

20. CHOICE OF LAW AND SEVERABILITY:

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

21. HEADINGS:

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

22. SIGNATURE AUTHORITY:

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

23. ENTIRE CONTRACT:

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

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

ATTESTED TO:

WASHTENAW URBAN COUNTY:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

ATTESTED TO:

YPSILANTI CHARTER TOWNSHIP:

By: _____
Karen Lovejoy-Roe (DATE)
Township Clerk

By: _____
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

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

ATTACHMENT A- SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION OF SCOPE OF WORK:

WASHTENAW COUNTY will contract with YPSILANTI TOWNSHIP to complete the 2009-10 Ypsilanti Township Rental Code Enforcement Program, as described in Article-I Use of Funds. This project will be paid for with 2009 CDBG funding in the amount of \$60,000.00, in addition to fees collected by the Township, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community Development (OCD) to assure that the local, state and federal requirements for this Code Enforcement project are met, according to the following timeline:

| PROJECT TIMELINE | Deadline |
|--|----------------|
| | |
| Township submits the minutes from the Township Board meeting approving the code enforcement agreement, costs, and expansion of target areas. (Program fees are to be subtracted from total cost for reimbursement of balance from CDBG) | 8/1/10 |
| Township identifies and registers all single family rental properties in the West Michigan Avenue, Grove Road, and Liberty Square target areas. Township identifies and registers all single family rental properties in Holmes, Thurston & Ecorse Rental Code target areas. Township identifies and registers newly converted rental properties in West Willow & Sugarbrook Rental Code target areas. | 8/1/10 |
| Rental code inspections begin in West Michigan Avenue, Grove Road, Liberty Square , Holmes, Thurston, Ecorse, West Willow & Sugarbrook areas and are on-going throughout year. | 9/1/10 |
| TOWNSHIP will coordinate with the Office of Community Development to complete an annual CDBG monitoring visit. | 10/30/10 |
| Township provides the OCD with the following for each period of reimbursement: 1) line item documentation of costs; 2) fees collected for period; 3) rental code inspections by address; 4) number of code violations corrected; and 5) requests for reimbursement of CDBG-eligible costs. | 6/30/12 |
| Project Completion Date: | 6/30/12 |

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$60,000.00 of COUNTY CDBG Funds according to the according to the budget below.

| Project Budget | | | | |
|---|-----------------------------------|-----------------|----------------|-----------------|
| Project Name: 2009-10 Ypsilanti Township West Michigan Avenue, Grove Road, Liberty Square, Holmes Rd, Thurston, Ecorse, West Willow & Sugarbrook Rental Code Enforcement Program | | | | |
| Time Period: 1/1/10- 6/30/12 | | | | |
| Project Costs | Per Hour | # hours | # Units | Total |
| Rental Code Inspector Salary | \$40.76 | 2.00 | 509 | \$41,494 |
| Vehicle Use Costs | \$4.11 | 2.00 | 509 | \$4,184 |
| Administrative Fees | \$5.82 | 2.00 | 509 | \$5,925 |
| Supervisory Fees | \$21.01 | 1.00 | 509 | \$10,694 |
| Clerical Fees | \$29.82 | 1.00 | 509 | \$15,178 |
| | | | | |
| | | | | |
| | | | | |
| Total Project Costs: | \$101.52 | 8.00 | 509.00 | \$77,475 |
| | | | | |
| Revenue Sources | Per Unit | % Paying | # Units | Total |
| 2009-10 CDBG Funding | \$121.81 | 100% | 492 | \$60,000 |
| 2009-10 Rental Registration Fee- 1st Unit | \$10.00 | 75% | 382 | \$3,820 |
| 2009-10 Rental Registration Fee- 2nd+ Unit | \$5.00 | 25% | 127 | \$635 |
| 2009-10 Rental Inspection Fees (Initial Inspection) | DEFERRED FOR PILOT PROGRAM | | | |
| 2009-10 Rental Inspection Fees (Re-inspection) | \$25.00 | 40% | 204 | \$5,100 |
| 2009-10 Rental Inspection Fees (Other- broken appts, etc.) | TBD | TBD | TBD | TBD |
| 2009-10 Ypsilanti Twp GF | TBD | TBD | TBD | TBD |
| Total Project Revenues | \$161.81 | | 509.00 | \$71,555 |
| <p>Note: Costs estimated based on Ypsilanti Township breakdown of cost per inspection (\$108.66) and estimate of # of units in West Michigan Avenue, Grove Road, Liberty Square, Holmes, Thurston, Ecorse, West Willow and Sugarbrook (509), as of 03/30/09.</p> | | | | |

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DIR
Control Section 81132
Job Number 103352A
Contract 10-5490

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the TOWNSHIP.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Sidewalk and sidewalk ramp construction work at various locations along the north and south sides of Highway US-12BR between Wiard Road and Holmes Road; together with necessary related work, located within the TOWNSHIP; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract.
2. The TOWNSHIP will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the TOWNSHIP'S facilities. The TOWNSHIP is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the TOWNSHIP'S facilities.
3. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

4. The PROJECT COST shall be paid in its entirety by agencies of the Federal Government and the DEPARTMENT with no costs chargeable to the TOWNSHIP.

5. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the TOWNSHIP at no cost to the DEPARTMENT.

6. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the R.P.. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the R.P. of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

7. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a - 2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof, and will require similar covenants on the part of contractor or subcontractor employed in the performance of this contract.

8. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

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

YPSILANTI TOWNSHIP

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMMISSIONERS

DAVID E. RUTLEDGE
CHAIR

DOUGLAS E. FULLER
VICE CHAIR

FRED J. VEIGEL
MEMBER

WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS

555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
www.wcroads.org

STEVEN M. PUURI, P.E.
MANAGING DIRECTOR

ROY D. TOWNSEND, P.E.
DIRECTOR OF ENGINEERING/
COUNTY HIGHWAY ENGINEER

JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS

TELEPHONE (734) 761-1500
FAX: (734) 761-3239

July 1, 2010

RECEIVED
SUPERVISOR'S OFFICE

JUL 06 2010

YPSILANTI TOWNSHIP

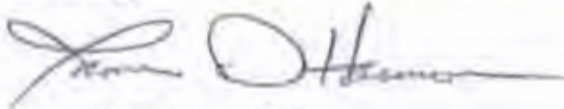
Brenda Stumbo, Supervisor
Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Dear Brenda:

Please find enclosed two copies of the 2010 Ypsilanti Township Third Agreement. Upon execution by the Township Board, please return both agreements to this office for further processing.

Thank you for your cooperation with this agreement and please contact me should you have any questions at (734) 327-6653 or at harmonj@wcroads.org.

Sincerely,



James D. Harmon, P.E.
Director of Operations

JDH:jrs

Enclosures

CC: file

2010 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. Ford Lake Village Subdivision

Work to include crack sealing. Roads to include Michael Drive, Scott Court, Cary Drive, Justin Court, High Ridge Drive, Farm Lane, and Crescent Lane.

Estimated Project Cost: \$ 15,000.00

AGREEMENT SUMMARY

| | |
|--------------------------------|--------------|
| Ford Lake Village Subdivision | \$ 15,000.00 |
| Less Estimated Developer Funds | 6,500.00 |

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2010 \$ 8,500.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

David E. Rutledge, Chair

Witness

Steven M. Puuri, Managing Director

Witness



Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

| | |
|--------------------------|--------|
| FOR MLCC USE ONLY | |
| Request ID # | 563080 |
| Business ID # | 221409 |

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

JUNE 29, 2010

TO: YPSILANTI CHARTER TOWNSHIP BOARD
 ATTN: CLERK
 7200 S HURON RIVER DRIVE
 YPSILANTI, MI 48197-7007

APPLICANT: RAINBOW HOSPITALITY LLC

Home Address and Telephone No. or Contact Address and Telephone No.:

CONTACT: PRIYA RANJAN DASS, SAME AS BUSINESS ADDRESS, B(734) 434-4709

2010 JUN 31 PM 10 31

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact Unit 3 of the Retail Licensing Division at (517) 636-0204.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
 TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from RAINBOW HOSPITALITY LLC TO TRANSFER CLASSIFICATION OF 2010 TAVERN LICENSE TO A CLASS C LICENSE, LOCATED AT 2874-2876 WASHTENAW, YPSILANTI, MI 48197, YPSILANTI TOWNSHIP, WASHTENAW COUNTY.

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or Not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

(Signed) _____
(Township, City or Village Clerk)

SEAL

(Mailing address of Township, City or Village)



Sent Via Certified Mail

June 2, 2010

Ms. Brenda Stumbo, Clerk
Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: Michigan Uniform Video Service Local Franchise Agreement

Dear Ms. Stumbo:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find a completed Uniform Video Service Local Franchise Agreement along with the necessary Attachment 1 thereto filed on behalf of Comcast of the South, Inc. Kindly return the executed copy of the Agreement to me in the self addressed stamped envelope.

If you have any questions, please contact me directly at 734-254-1888 or Leslie Brogan, Senior Director of Government Affairs, at 517-334-5890. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

A handwritten signature in black ink that reads "Frederick G. Eaton". The signature is written in a cursive style with a large initial "F".

Frederick G. Eaton
Government Affairs Manager
Comcast, Michigan Region
41112 Concept Dr.
Plymouth, MI 48170

Enclosure

Cc: Leslie A. Brogan, Comcast

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the of Charter Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of the South, Inc., a Colorado Corporation doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to **Section 11 of the Act**: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by **Section 10(1)(a-f) of the Act**. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

Charter Township of Ypsilanti:

Attn:

Fax No.:

If to the Provider:
(must provide street address)

1.

29777 Telegraph Road

Suite 440

Southfield, MI 48034

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.

676 Island Pond Road

Manchester, NH 03109

Attn: Vice President, Government Relations

3.

One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous


- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Charter Township of Ypsilanti, a Michigan Municipal Corporation

Comcast of the South, Inc., a Colorado Corporation doing business as Comcast

| |
|------------------|
| By |
| Print Name |
| Title |
| Address |
| City, State, Zip |
| Phone |
| Fax |
| Email |

| |
|---|
|  By Thomas Coughlin |
| Print Name Regional Senior Vice President |
| Title 29777 Telegraph Rd., Ste 4400 |
| Address Southfield, MI 48034 |
| City, State, Zip 248-233-6736 |
| Phone 248-233-4719 |
| Fax Tom_Coughlin@cable.comcast.com |
| Email |

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

| |
|------------------------------|
| Date submitted: |
| Date completed and approved: |

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

| | | |
|---|-----------|---------------------|
| Date: May 24, 2010 | | |
| Applicant's Name: Comcast of the South, Inc., | | |
| Address 1: 29777 Telegraph Road | | |
| Address 2: Suite 4400 | | Phone: 248-233-4700 |
| City: Southfield | State: MI | Zip: 48034 |
| Federal I.D. No. (FEIN): 31-1063218 | | |

Company executive officers:

| |
|--|
| Name(s): Thomas Coughlin |
| Title(s): Regional Senior Vice President |

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

| | | |
|--|-------------------|-------------------------------------|
| Name: Frederick G. Eaton | | |
| Title: Government Affairs Manager | | |
| Address: 41112 Concept Dr., Plymouth, MI 48170 | | |
| Phone: 734-254-1888 | Fax: 734-254-1877 | Email: Fred_Eaton@cable.comcast.com |

| | | |
|--|-------------------|--|
| Name: Leslie A. Brogan | | |
| Title: Senior Director, Government Affairs | | |
| Address: 1401 E. Miller Rd., Lansing, MI 48911 | | |
| Phone: 517-334-5890 | Fax: 517-394-6656 | Email: Leslie_Brogan@cable.comcast.com |

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.) As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).


Date:

For All Applications:

**Verification
(Provider)**

I, Thomas Coughlin, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Thomas Coughlin, Regional Senior Vice President

Signature: 

Date: 6/1/10

(Franchising Entity)

Charter Township of Ypsilanti, a Michigan municipal corporation

| |
|------------------|
| By |
| Print Name |
| Title |
| Address |
| City, State, Zip |
| Phone |
| Fax |
| Email |
| Date |

OTHER BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Computer Support

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

Memorandum

To: Township Board
From: Travis McDugald, IS Manager
Date: July 9th 2010
Re: Purchase of 2010 Workstation Replacements

I would like to request the Township Board to allow the Computer Support to purchase 27 custom built workstations from HP Direct.

This purchase is budgeted in account 101.266.000.977.000. The total cost is not to exceed \$33,400.

The purchase is to replace 11 notebooks of 3 years or more in age and 16 regularly used desktops which are 4 years or older.

Workstations are to be distributed to the following departments:

- Community Standards = 8
- Community Center = 8
- Accounting = 1
- Clerks Office = 4
- Human Resources = 1
- Supervisors Office = 2
- Assessing = 1
- Treasurers Office = 2

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Computer Support

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

Memorandum

To: Township Board
From: Travis McDugald, IS Manager
Date: July 9th 2010
Re: Purchase of Windows 7 Enterprise Licensing

I would like to request the Township Board to allow the Computer Support to add Microsoft Windows 7 Enterprise Licensing to the Township's current Microsoft Enterprise Agreement.

This project was discussed during all 2010 budget meetings and funding was budgeted in account 101.266.000.977.001 for the project.

The cost of the addition licensing will not exceed \$22,000.

Along with major security fixes one notable feature with this upgrade is the ability to enable full disk encryption of nearly all Township workstation more importantly Township notebooks.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Computer Support

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

Memorandum

To: Township Board
From: Travis McDugald, IS Manager
Date: July 9th 2010
Re: Purchase of SAN Device

I would like to request the Township Board to allow the Computer Support to solicit bids for the purchase of a large network storage system.

This project has a budget of \$45,000 in account 101.266.000.977.000

The storage device is needed to centralize Township servers, increase redundancy in case of hardware failure and allow for more scalability.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Recreation Department
Community Center**

2025 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3800
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Jeff Allen, Residential Services Director
Brian Durant, Public Services Superintendent

FROM: Art Serafinski, CPRP, CPSI, Recreation Director

DATE: July 9, 2010

RE: Request to seek Competitive proposals for various park signs to be located throughout the Ypsilanti Township Park System.

The Residential Services Department, Recreation Division is requesting authorization to seek RFP's for the creation (and possibly installation) of park rule and park name signage throughout our park system. The Public Services Superintendent and the Recreation Director have visited all of the parks and developed a list of areas where park rule signage is lacking. We also took inventory of worn out signage in several parks and inconsistency in signage.

What we discovered was that many parks do not have "key" park rule signs in them, other parks have too many individual rule signs, some of which are improperly located to be effective and many parks have signs that are damaged beyond repair and/or are no longer legible.

What we plan on accomplishing is as follows:

- Create a uniform rule sign that has all of the key park rules on them and locate them at the entrances of each park. This would eliminate the need to have individual signs scattered all over the place (which has proven to be ineffective and aesthetically unappealing). We would have two templates to work with: One for the major parks with specific needs and one for the smaller Parks where some of our park rules do not apply (such as no swimming).
- We currently have several versions of the same individual rule signs throughout the parks. We would like to create uniform signs for all of the parks for consistency.
- The park name sign at Harris Park has completely rotted out. In addition, there isn't a permanent park name sign at Hewen's Creek Park. We would like to include the creation of these signs in the RFP.

- As it currently stands, there are several park rule signs missing in many of the parks. Because of this we cannot effectively enforce park rules without them being posted. The addition of the proposed signs would eliminate this problem.
- Once we have the sign templates in place, we can easily add additional uniform signage in the parks on an “as needed” basis.
- By ordering these signs in quantity, we should be able to save a significant amount of money.

We plan on getting prices for both metal signs and plastic composite signs for the main park rule signs as well as for the uniform rule signs. The composite signs would be located at our main parks in primary areas. The signs for the individual rule signs and for the uniform rule signs would be metal and placed in secondary areas. The proposals would also seek separate pricing for the posts, hardware and installation.

I have included a rough draft of the signs we are considering. If this request to seek RFP's is approved, we will fine tune the style of the signs prior to sending the RFP's out. Once the RFP's are received, we will bring them back for consideration.

Funding for this project is budgeted in account #211-970-000-975.794 in the amount of \$40,000.00.

We respectfully ask that this item be placed on the July 20, 2010 Board Meeting Agenda for consideration. I will be in attendance at the work session and Board meeting to answer any questions you may have.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Recreation Department
Community Center**

2025 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3800
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

Specifications:

Design and Manufacture of a Variety of Park Name and Park Rule Signs for the Ypsilanti Township Park System

The Charter Township of Ypsilanti is seeking proposals for the design, manufacturing and furnishing of a variety of park signs for our park system. Our park system consists of 27 neighborhood, sports and community parks encompassing over 900 acres. It is our intent to standardize, replace and add consistent park signage throughout all of our parks. Due to the quantity of signs needed, this project will be implemented in several phases. We are seeking a company to provide the signage for the initial order and subsequent orders.

We have inventoried all of our parks and have developed a set of templates that include the type, size, style and wording for each sign. Concept diagrams of each sign are included with these specifications. We are seeking both plastic signs and metal signs. Therefore, these specifications have been separated into two parts. Part A includes the specifications and requirements for the plastic signs and part B includes the specifications and requirements of the metal signs. We fully understand that some companies may specialize in plastic signage only while other companies may specialize in metal signs. Therefore, the award of part A and part B will be made independently of each other.

It is important that all of the specifications for both part A and part B be followed in order to be considered. These projects will be awarded based on design, pricing, quality of materials, turn around time, type of service that will be provided and adherence to the specifications. The Charter Township of Ypsilanti reserves the right to accept or reject any and all bids and to waive any irregularities in any proposal in the interest of the Charter Township of Ypsilanti.

Should you have any questions about the project, please contact Art Serafini, Recreation Director at (734) 544-3807 or at aserafini@ytown.org. You can also contact Brian Durant, Public Services Superintendent at (734) 484-0073 or at bdurant@ytown.org.

Design and Manufacture of a Variety of Park Name and Park Rule Signs for the Ypsilanti Township Park System

Part A: Plastic Signage

There are five (5) different signs we are seeking pricing for. The following are general specifications that apply to all of the signs:

1. Included you will find general artwork for each sign (not necessary to scale). This artwork shall be used as the basis for your proposal.
2. Provide artwork depicting your final design for each sign. Include the type of font recommended, any graphics you recommend, size of lettering and all other pertinent specifications you deem appropriate.
3. Provide the material specifications for the product you are proposing to use (type of material, gauge, thickness, etc).
4. Provide a sample of the material you are proposing.
5. The color scheme for each of the signs shall be beige/tan for the background with dark green lettering. Provide color samples.
6. We would prefer that the lettering/graphics are routed into the signs.
7. All of the signs will require posts that attach on either side of the sign and anchored into the ground. Provide complete specifications on the material the posts will be made of including (but not limited to) the size, gauge and top cap. Also provide detailed information/specifications regarding the hardware that will connect the sign to the posts.
8. Provide photo's of similar signs you have in the field.
9. Base your proposals on supplying the signs, posts, hardware and estimated shipping costs.
10. We are planning on doing our own installation. Provide installation instructions with your proposal.
11. Provide a complete list of warranties for all of the products you are proposing.
12. Provide a list of references where your product has been installed, preferably within southeastern Michigan.
13. Provide a time frame for which you would deliver the product from the time of order.
14. Provide any discounts or price breaks for ordering multiple signs.

Sign #1 – General Park Rule Sign – Community Parks

The general desired size of this sign is 36” wide x 54” tall. This sign will be placed at the entrances of our community parks as well as at key locations within the parks (parking lots, trail heads, etc.). Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign #2 – General Park Rule Sign – Neighborhood Parks

The general desired size of this sign is 36” wide x 54” tall. This sign will be placed at the entrances of our community parks as well as at key locations within the parks (parking lots, trail heads, etc.). Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign #3 – Park Name Sign – Harris Park

The general desired size of this sign is 60” wide x 24” tall. This sign will be placed at the entrance of Harris Park. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Quantity: 1

Sign #4 – Park Name Sign – Hewen’s Creek Park

The general desired size of this sign is 96” wide x 24” tall. This sign will be placed at the entrance of Harris Park. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Quantity: 1

Sign #5 – Park Name Sign – Bud & Blossom Park

The general desired size of this sign is 96” wide x 24” tall. This sign will be placed at the entrance of Harris Park. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Quantity: 1

Design and Manufacture of a Variety of Park Name and Park Rule Signs for the Ypsilanti Township Park System

Part B: Metal Signage

There are fifteen (15) different signs we are seeking pricing for. The following are general specifications that apply to all of the signs:

1. Included you will find general artwork for each sign (not necessary to scale). This artwork shall be used as the basis for your proposal.
2. Provide artwork depicting your final design for each sign. Include the type of font recommended, any graphics you recommend, size of lettering, how the lettering will be affixed to the sign and all other pertinent specifications you deem appropriate.
3. Provide the material specifications for the product you are proposing to use (type of metal, gauge, thickness, etc).
4. Provide a sample of the material you are proposing.
5. The color scheme for each of the signs shall be white for the background with dark green lettering. Provide color samples.
6. All of the signs will require posts. Provide complete specifications on the type and number of posts you recommend for each sign including post specifications (material used, gauge, style, etc.). Also provide detailed information/specifications regarding the hardware that will connect the sign to the posts.
7. Provide photo's of similar signs you have in the field.
8. Base your proposals on supplying the signs, posts, hardware and estimated shipping costs.
9. We are planning on doing our own installation. Provide installation instructions with your proposal.
10. Provide a complete list of warranties for all of the products you are proposing.
11. Provide a list of references where your product has been installed, preferably within southeastern Michigan.
12. Provide a time frame for which you would deliver the product from the time of order.
13. Provide any discounts or price breaks for ordering multiple signs.

Sign A: General Park Rule Sign – Community Parks – 36” Wide x 54” Tall

The general desired size of this sign is 36” wide x 54” tall. This sign will be placed at secondary entrances and by key features of our Community parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign B: General Park Rule Sign – Neighborhood Parks – 36” Wide x 54” Tall

The general desired size of this sign is 36” wide x 54” tall. This sign may be placed at the park entrance or at secondary entrances and by key features of our Neighborhood parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign C: Athletic Fields Sign – 24” Wide x 18” Tall

The general desired size of this sign is 24” wide x 18” tall. These signs will be strategically placed by our athletic fields. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign D: No Hitting Golf Balls – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign E: Dogs on a Leash – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign F: No Swimming, Diving or Wading – 18” Wide x 24” Tall

The general desired size of this sign is 18” wide x 24” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign G: Park Hours Dawn to Dusk – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign H: No Alcoholic Beverages Allowed – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign I: Notice: All Vehicles Left of Property – 24” Wide x 18” Tall

The general desired size of this sign is 24” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign J: All Pets Must Be Leashed – 18” Wide x 24” Tall

The general desired size of this sign is 18” wide x 24” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign K: No Hunting No Motorized Vehicles – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign L: No Motorized Vehicles Allowed – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign M: No Motorized Vehicles Allowed on Trail – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign N: No Parking – 12” Wide x 18” Tall

The general desired size of this sign is 12” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign O: Park Closed – 24” Wide x 18” Tall

The general desired size of this sign is 24” wide x 18” tall. This sign will be placed throughout selected parks. Based on your experience, if you believe the sign should be sized differently, please indicate this in your submittal and provide the appropriate artwork. Provide itemized costs for the design/manufacturing of the sign, the sign posts and the hardware. Also provide estimated shipping costs. Provide any discounts or price breaks for ordering multiple signs.

Sign #1 – Plastic

Dimensions: 36” wide x 54” tall (Based on your design, this size may change).

Charter Township
of
Ypsilanti

----- **WELCOME** -----

For Everyone’s Enjoyment:

- PARK IS CLOSED FROM DUSK TO DAWN
- KEEP PETS ON A LEASH
- CLEAN UP AFTER YOUR PETS
- CARRY OUT WHAT YOU CARRY IN
- NO SWIMMING OR WADING
- CAMPING & GROUND FIRES ARE PROHIBITED
- ALCOHOL IS PROHIBITED
- PARK VEHICLES IN DESIGNATED AREAS
- HUNTING AND FIREARMS ARE PROHIBITED
- TRAILS ARE FOR NON-MOTORIZED USE ONLY

----- **HAVE A GREAT DAY!** -----

Ypsilanti Charter Township Code
Parks & Recreation - Chapter 46

Sign #2 – Plastic

Dimensions: 36” wide x 42” tall (Based on your design, this size may change).

**Charter Township
of
Ypsilanti**

----- WELCOME -----

For Everyone’s Enjoyment:

- **PARK IS CLOSED FROM DUSK TO DAWN**
- **KEEP PETS ON A LEASH**
- **CLEAN UP AFTER YOUR PETS**
- **CARRY OUT WHAT YOU CARRY IN**
- **ALCOHOL IS PROHIBITED**
- **PARK VEHICLES IN DESIGNATED AREAS**
- **TRAILS ARE FOR NON-MOTORIZED USE ONLY**

----- HAVE A GREAT DAY! -----

**Ypsilanti Charter Township Code
Parks & Recreation - Chapter 46**

Sign #3: Plastic

Quantity: 1

Dimensions: 5' wide x 2' tall



Sign #4: Plastic

Quantity: 1

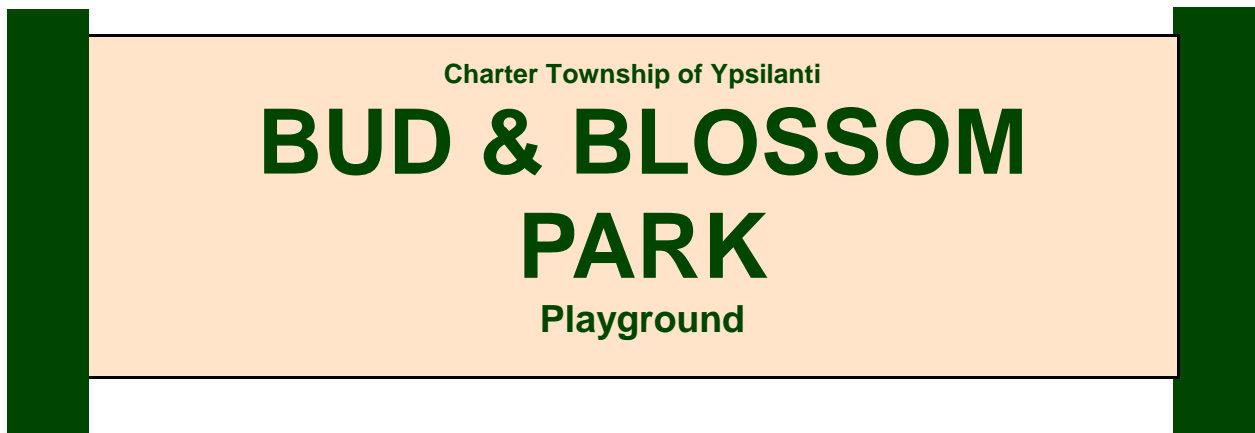
Dimensions: 8' wide X 2' tall



Sign #5: Plastic

Quantity: 1

Dimensions: 8' wide X 2' tall



Sign A – Metal

Dimensions: 36” wide x 54” tall (Based on your design, this size may change).

**Charter Township
of
Ypsilanti**

----- WELCOME -----

For Everyone’s Enjoyment:

- **PARK IS CLOSED FROM DUSK TO DAWN**
- **KEEP PETS ON A LEASH**
- **CLEAN UP AFTER YOUR PETS**
- **CARRY OUT WHAT YOU CARRY IN**
- **NO SWIMMING OR WADING**
- **CAMPING & GROUND FIRES ARE PROHIBITED**
- **ALCOHOL IS PROHIBITED**
- **PARK VEHICLES IN DESIGNATED AREAS**
- **HUNTING AND FIREARMS ARE PROHIBITED**
- **TRAILS ARE FOR NON-MOTORIZED USE ONLY**

----- HAVE A GREAT DAY! -----

**Ypsilanti Charter Township Code
Parks & Recreation - Chapter 46**

Sign B – Metal

Dimensions: 36” wide x 42” tall (Based on your design, this size may change).

**Charter Township
of
Ypsilanti**

----- WELCOME -----

For Everyone’s Enjoyment:

- **PARK IS CLOSED FROM DUSK TO DAWN**
- **KEEP PETS ON A LEASH**
- **CLEAN UP AFTER YOUR PETS**
- **CARRY OUT WHAT YOU CARRY IN**
- **ALCOHOL IS PROHIBITED**
- **PARK VEHICLES IN DESIGNATED AREAS**
- **TRAILS ARE FOR NON-MOTORIZED USE ONLY**

----- HAVE A GREAT DAY! -----

**Ypsilanti Charter Township Code
Parks & Recreation - Chapter 46**

Sign C: Metal

Dimensions: 24" wide x 18" tall



Sign D: Metal

Dimensions: 12" wide x 18" tall



Sign E: Metal

Dimensions: 12" wide x 18" tall



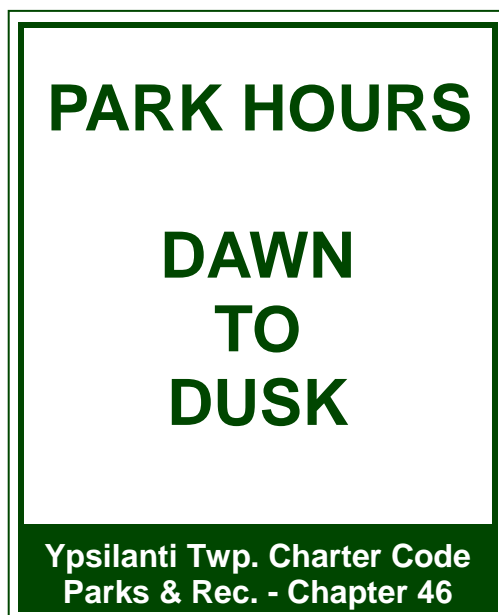
Sign F: Metal

Dimensions: 18" wide x 24" tall



Sign G: Metal

Dimensions: 12" wide x 18" tall



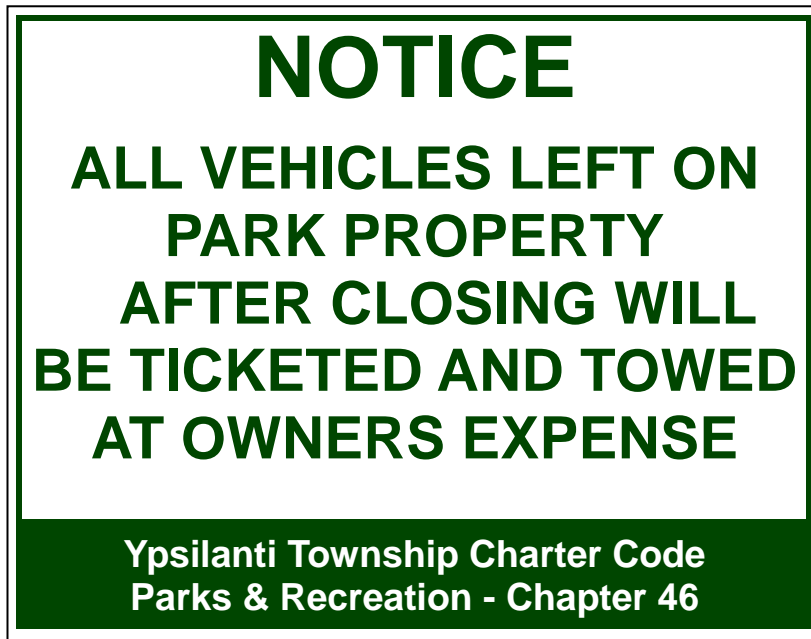
Sign H: Metal

Dimensions: 12" wide x 18" tall



Sign I: Metal

Dimensions: 24" wide x 18" tall



Sign J: Metal

Dimensions: 18" wide x 24" tall



Sign K: Metal

Dimensions: 12" wide x 18" tall



Sign L: Metal

Dimensions: 12" wide x 18" tall



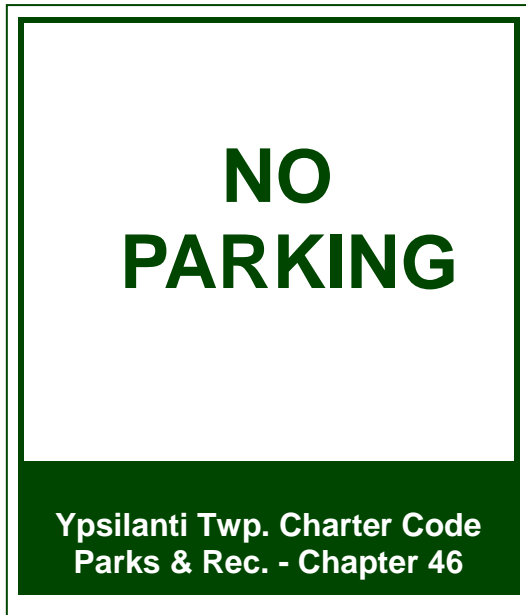
Sign N: Metal

Dimensions: 12" wide x 18" tall



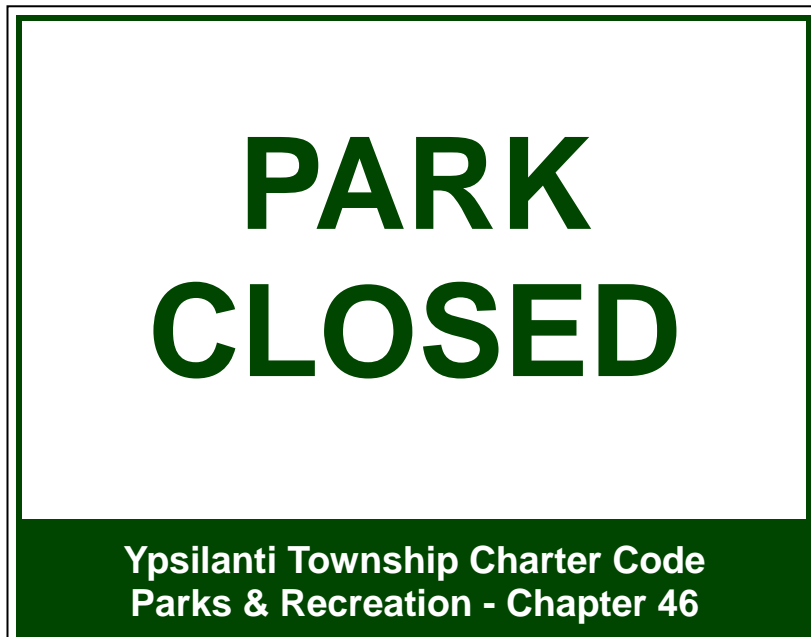
Sign N: Metal

Dimensions: 12" wide x 18" tall



Sign O: Metal

Dimensions: 24" wide x 18" tall



CHECK REGISTER REPORT

Date: 06/28/2010

Time: 2:26pm

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Charter Township of Ypsilanti

BANK: HAND CHECKS

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount |
|--------------|------------|---------|---------------|-------------------------------|-------------------------------|------------|
| 151154 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 482-2386 398 5 | 56.23 |
| 151155 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 482-6733 544 5 | 32.01 |
| 151156 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-0584 132 0 | 32.01 |
| 151157 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-0776 211 0 | 77.10 |
| 151158 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-0777 627 6 | 301.49 |
| 151159 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-9550 827 6 | 23.60 |
| 151160 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 484-3773 758 5 | 64.54 |
| 151161 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 484-7336 868 3 | 25.91 |
| 151162 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-0881 149 9 | 135.12 |
| 151163 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-0084 397 9 | 37.77 |
| 151164 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-1992 091 7 | 54.48 |
| 151165 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-6881 100 9 | 35.09 |
| 151166 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 544-3800 862 3 | 216.84 |
| 151167 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 544-4100 851 1 | 566.70 |
| 151168 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 R21-0061 299 8 | 960.00 |
| 151169 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 480-9586 427 9 | 32.01 |
| 151170 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 482-5720 807 3 | 159.21 |
| 151171 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 R01-7562 363 3 | 730.80 |
| 151172 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-4224 435 5 | 159.08 |
| 151173 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. 734 484-7323 055 2 | 71.80 |
| 151174 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-1174 097 4 | 129.08 |
| 151175 | 06/09/2010 | Printed | 6821 | AT & T | ACCT. #734 R21-1069 765 8 | 1,338.20 |
| 151176 | 06/11/2010 | Printed | 0118 | DTE ENERGY | GAS & ELECTRIC INVOICES | 13,582.28 |
| 151177 | 06/11/2010 | Printed | 15903 | QUALITY RENTALS OF MICH LLC | FIRE BOND - 1186 EVELYN | 6,000.00 |
| 151178 | 06/17/2010 | Printed | 0306 | YPSILANTI TOWNSHIP | CLOSING OF B OF A ACCOUNTS | 336,892.06 |
| 151179 | 06/18/2010 | Printed | 5049 | BLUE CROSS BLUE SHIELD OF MI | HEALTH INSURANCE - JULY 2010 | 164,533.68 |
| 151181 | 06/21/2010 | Printed | 2002 | DELTA DENTAL PLAN OF MICHIGAN | DENTAL INSURANCE - JUL 2010 | 4,774.24 |
| 151182 | 06/23/2010 | Printed | 0118 | DTE ENERGY | GAS & ELECTRIC INVOICES | 1,190.79 |
| 151183 | 06/24/2010 | Printed | 0119 | DTE ENERGY** | STREETLIGHTS - MAY 2010 | 68,841.57 |
| 151184 | 06/24/2010 | Printed | 6263 | STANDARD INSURANCE COMPANY | LIFE & DISABILITY - JULY 2010 | 4,070.18 |

Accounts Payable Checks = 2,395,500.15 Total Checks: 30 Bank Total: 605,123.87

HAND Checks = 605,123.87 Total Checks: 30 Grand Total: 605,123.87

TOTAL = 3,000,624.02

CHECK REGISTER REPORT

Date: 06/28/2010

Time: 1:58pm

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Charter Township of Ypsilanti

BANK:

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount |
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| 151185 | 06/28/2010 | Printed | 0657 | 14-B DISTRICT COURT | SMALL CLAIMS | 250.00 |
| 151186 | 06/28/2010 | Printed | 0657 | 14-B DISTRICT COURT | SMALL CLAIMS | 250.00 |
| 151187 | 06/28/2010 | Printed | 0235 | ABSOPURE WATER COMPANY | H & C COOLER | 28.00 |
| 151188 | 06/28/2010 | Printed | 8412 | ACO HARDWARE | SUPPLIES | 96.44 |
| 151189 | 06/28/2010 | Printed | 2939 | ANDERSON PAINT COMPANY | ATHLETIC FIELD MARKING PAINT | 256.00 |
| 151190 | 06/28/2010 | Printed | 9053 | ARAMARK CORPORATION | PANTS AND JACKETS FOR OUTSIDE | 233.96 |
| 151191 | 06/28/2010 | Printed | 3997 | LISA BAIN | MASA UMPIRE | 184.00 |
| 151192 | 06/28/2010 | Printed | 6397 | BARR ENGINEERING COMPANY | PROFESSIONAL SERVICES | 4,120.00 |
| 151193 | 06/28/2010 | Printed | 6702 | BELFOR USA | LOCATION: 690 BROWNING | 2,233.76 |
| 151194 | 06/28/2010 | Printed | 15847 | CHRISTOPHER BLINSTRUB | BASEBALL UMPIRE | 87.00 |
| 151195 | 06/28/2010 | Printed | 8160 | MATT BLINSTRUB | BASEBALL UMPIRE | 192.00 |
| 151196 | 06/28/2010 | Printed | 6959 | BUTZEL LONG | PROFESSIONAL SERVICES | 12,034.00 |
| 151197 | 06/28/2010 | Printed | 3460 | CDW GOVERNMENT INC | EQUIPMENT | 96.89 |
| 151198 | 06/28/2010 | Printed | 15891 | CHRISTIAN CHAMBERS | BASEBALL UMPIRE | 125.00 |
| 151199 | 06/28/2010 | Printed | 6925 | CHARTER TWP OF YPSILANTI | FIRE DEPT. PENSION - TWP 2010 | 304,525.00 |
| 151200 | 06/28/2010 | Printed | 15908 | JAMES CHIKWE | REFUND - TRACK & FIELD | 50.00 |
| 151201 | 06/28/2010 | Printed | 6718 | CIGAR MAN | CIGARS | 122.10 |
| 151202 | 06/28/2010 | Printed | 2276 | CINCINNATI TIME SYSTEMS | EQUIPMENT MAINTENANCE | 175.00 |
| 151203 | 06/28/2010 | Printed | 3691 | CLIFF KEEN ATHLETIC | SHIRTS FOR PARK ATTENDANTS AND | 239.82 |
| 151204 | 06/28/2010 | Printed | 15880 | JOSEPH COCHRAN | FIFA REFEREE | 24.00 |
| 151205 | 06/28/2010 | Printed | 15452 | COLD CUT KRUISE | PRO SHOP RESALE | 237.90 |
| 151206 | 06/28/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #09588 290692-01-0 | 159.90 |
| 151207 | 06/28/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #0958 344688-01-4 | 207.00 |
| 151208 | 06/28/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #09588 301061-01-3 | 104.90 |
| 151209 | 06/28/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #09588 352887-01-2 | 74.95 |
| 151210 | 06/28/2010 | Printed | 1312 | COMPLETE BATTERY SOURCE | EQUIPMENT MAINTENANCE | 66.90 |
| 151211 | 06/28/2010 | Printed | 6947 | CONFERENCE OF WESTERN WAYNE | PROFESSIONAL SERVICES | 450.00 |
| 151212 | 06/28/2010 | Printed | 0582 | CONGDON'S | SUPPLIES | 32.94 |
| 151213 | 06/28/2010 | Printed | 0223 | CORRIGAN OIL COMPANY | REPLENISH FUEL SUPPLY | 4,162.88 |
| 151214 | 06/28/2010 | Printed | 0588 | CUMMINS BRIDGEWAY, LLC | COMPLETE 4 YEAR MAINTENANCE | 6,751.00 |
| 151215 | 06/28/2010 | Printed | 15909 | LORI DIRKS | REFUND - ROOM RENTAL | 100.00 |
| 151216 | 06/28/2010 | Printed | 15851 | RUTHANNE DOLINGER | SOCCER REFEREE | 20.00 |
| 151217 | 06/28/2010 | Printed | 5505 | ISMAEL DOMENECH | MASA UMPIRE | 46.00 |
| 151218 | 06/28/2010 | Printed | 8016 | LAWRENCE MICHAEL DONATELLI | FIFA REFEREE | 30.00 |
| 151219 | 06/28/2010 | Printed | 15882 | MICHAEL DONATELLI | FIFA REFEREE | 24.00 |
| 151220 | 06/28/2010 | Printed | 15852 | ARRON ENGEL | SOCCER REFEREE | 22.00 |
| 151221 | 06/28/2010 | Printed | 15907 | LARRY G. & DIANE H. EVANS | 5517 WHITTAKER - BIKE PATH | 3,100.00 |
| 151222 | 06/28/2010 | Printed | 0245 | FAST SIGNS | SIGNS | 70.00 |
| 151223 | 06/28/2010 | Printed | 1200 | FEDERAL EXPRESS CORPORATION | POSTAGE | 38.96 |
| 151224 | 06/28/2010 | Printed | 15910 | FIRST PRESBYTERIAN CHURCH | REFUND - SHELTER RENTAL | 82.00 |

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Date: 06/28/2010

Time: 1:58pm

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Charter Township of Ypsilanti

BANK:

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount |
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| 151225 | 06/28/2010 | Printed | 15421 | FLEET SERVICES | GAS & OIL | 1,946.66 |
| 151226 | 06/28/2010 | Printed | 0470 | FOOTJOY | PRO SHOP RESALE | 291.29 |
| 151227 | 06/28/2010 | Printed | 0533 | GENESCO | PRO SHOP RESALE | 83.72 |
| 151228 | 06/28/2010 | Printed | 15906 | MARK J. GLAZER | PROFESSIONAL SERVICES | 500.00 |
| 151229 | 06/28/2010 | Printed | 1233 | GORDON FOOD SERVICE INC. | SUPPLIES | 190.32 |
| 151230 | 06/28/2010 | Printed | 0107 | GRAINGER | SUPPLIES | 88.80 |
| 151231 | 06/28/2010 | Printed | 15856 | CONOR GRAY | SOCCER REFEREE | 22.00 |
| 151232 | 06/28/2010 | Printed | 0070 | GREAT LAKES TELECOM, INC. | TELEPHONE | 120.00 |
| 151233 | 06/28/2010 | Printed | 11957 | GRIFFIN PEST SOLUTIONS | MONTHLY SERVICE - STATION #1 | 84.00 |
| 151234 | 06/28/2010 | Printed | 0426 | GUARDIAN ALARM | BILLING: 7200 S. HURON RIVER | 305.19 |
| 151235 | 06/28/2010 | Printed | 0426 | GUARDIAN ALARM | LATE FEE | 4.47 |
| 151236 | 06/28/2010 | Printed | 0426 | GUARDIAN ALARM | BILLING: 7200 S. HURON RIVER | 305.19 |
| 151237 | 06/28/2010 | Printed | 5697 | MARKETA HALL | MASA UMPIRE | 138.00 |
| 151238 | 06/28/2010 | Printed | 15911 | VIVIAN HALL | REFUND - ROOM RENTAL | 80.00 |
| 151239 | 06/28/2010 | Printed | 0158 | MARK HAMILTON | ATTORNEY FEES - JUL 2010 | 1,500.00 |
| 151240 | 06/28/2010 | Printed | 15912 | JENNIFER HARTUNG | REFUND - BASEBALL T-BALL | 45.00 |
| 151241 | 06/28/2010 | Printed | 15858 | THOMAS HENRY | FIFA REFEREE | 38.00 |
| 151242 | 06/28/2010 | Printed | 15884 | HEPPNER LANDSCAPE SERVICES | NOXIOUS WEEDS | 11,940.00 |
| 151243 | 06/28/2010 | Printed | 6547 | HERITAGE NEWSPAPERS | PUBLISHING | 105.60 |
| 151244 | 06/28/2010 | Printed | 15885 | LUCAS HERNDON | FIFA REFEREE | 26.00 |
| 151245 | 06/28/2010 | Printed | 0503 | HOME DEPOT | LATE FEE | 20.00 |
| 151246 | 06/28/2010 | Printed | 2898 | HURON VALLEY AMBULANCE | COMMUNICATIONS | 75.00 |
| 151247 | 06/28/2010 | Printed | 15763 | ICC CHICAGO DISTRICT OFFICE | ELECTRONIC BUILDING CODES | 120.96 |
| 151248 | 06/28/2010 | Printed | 6868 | IMPERIAL HEADWEAR | PRO SHOP RESALE - HATS | 310.60 |
| 151249 | 06/28/2010 | Printed | 5420 | INTAB | ELECTION SUPPLIES - "I VOTED" | 150.33 |
| 151250 | 06/28/2010 | Printed | 15496 | J.F. MOORE & ASSOCIATES, LLC | SMALL CLAIMS | 529.00 |
| 151251 | 06/28/2010 | Printed | 3998 | LARRY KENYON | MASA UMPIRE | 138.00 |
| 151252 | 06/28/2010 | Printed | 15913 | TRACY KIRKLAND | REFUND - BASKETBALL CAMP | 35.00 |
| 151253 | 06/28/2010 | Printed | 0391 | KONICA MINOLTA - ALBIN | SUPPLIES | 52.79 |
| 151254 | 06/28/2010 | Printed | 6198 | LEITELT IRON WORKS | FABRICATE 2 GATE SHAFT STEMS F | 1,660.00 |
| 151255 | 06/28/2010 | Printed | 6446 | LEVEL 3 COMMUNICATIONS, LLC | ACCT. #909649P | 699.57 |
| 151256 | 06/28/2010 | Printed | 5684 | ED MARX, JR. | MASA UMPIRE | 46.00 |
| 151257 | 06/28/2010 | Printed | 15550 | MATTA BLAIR, PLC | PROFESSIONAL SERVICES | 9,159.91 |
| 151258 | 06/28/2010 | Printed | 15860 | JULIA MAYER | SOCCER REFEREE | 20.00 |
| 151259 | 06/28/2010 | Printed | 15886 | CASEY MCKEON | SOCCER REFEREE | 22.00 |
| 151260 | 06/28/2010 | Printed | 15893 | GREG MCKINNEY | MASA UMPIRE | 92.00 |
| 151262 | 06/28/2010 | Printed | 4414 | ED MICHOWSKI | MASA UMPIRE | 224.00 |
| 151263 | 06/28/2010 | Printed | 15894 | WILLIAM MICK | BASEBALL UMPIRE | 195.00 |
| 151264 | 06/28/2010 | Printed | 15402 | MIDWEST MEDICAL CENTER | HOSPITAL PHYSICALS | 215.00 |
| 151265 | 06/28/2010 | Printed | 15195 | MARK NELSON | MAGISTRATE FEES - JUL 2010 | 1,875.00 |

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BANK:

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount |
|--------------|------------|---------|---------------|--------------------------------|--------------------------------|------------|
| 151266 | 06/28/2010 | Printed | 8041 | DON NEWSTED | MASA UMPIRE | 138.00 |
| 151267 | 06/28/2010 | Printed | 6660 | NIKE USA, INC. | PRO SHOP RESALE - GOLF BALLS | 310.00 |
| 151268 | 06/28/2010 | Printed | 2997 | OFFICE EXPRESS | SUPPLIES | 332.76 |
| 151269 | 06/28/2010 | Printed | 0309 | ORCHARD, HILTZ & MCCLIMENT INC | N. HYDRO - TEXTILE BIKE PATH | 3,142.50 |
| 151270 | 06/28/2010 | Printed | 0566 | ORIENTAL TRADING COMPANY, INC. | 2010 SUMMER CAMP SUPPLIES AND | 233.99 |
| 151271 | 06/28/2010 | Printed | 0585 | OVERHEAD DOOR COMPANY | REPAIR DOOR OPENER AT STATION | 130.00 |
| 151272 | 06/28/2010 | Printed | 0913 | PARKWAY SERVICES, INC. | RENTAL - FORD HERITAGE PARK | 348.00 |
| 151273 | 06/28/2010 | Printed | 15766 | PARS ICE CREAM | PRO SHOP RESALE - ICE CREAM | 414.97 |
| 151274 | 06/28/2010 | Printed | 15914 | CATHERINE PERRY | REFUND - ROOM RENTAL | 100.00 |
| 151275 | 06/28/2010 | Printed | 15878 | JESSE GRAHAM PIPE | FIFA REFEREE | 38.00 |
| 151276 | 06/28/2010 | Printed | 0319 | PITNEY BOWES INC.*^ | EQUIPMENT RENTAL | 1,860.00 |
| 151277 | 06/28/2010 | Printed | 0339 | POST, SMYTHE, LUTZ AND ZIEL | PROFESSIONAL SERVICES | 1,815.00 |
| 151278 | 06/28/2010 | Printed | 15118 | PREMIER ELECTION SOLUTIONS | REPAIR & MAINTENANCE | 33.06 |
| 151279 | 06/28/2010 | Printed | 0317 | PRESTIGE PONTIAC | REPAIRS TO TRUCK #44 - COMPUTE | 656.29 |
| 151280 | 06/28/2010 | Printed | 15610 | PRIME OBLIGATION FUND | OPEB 2010 FUNDING CONTRIBUTION | 801,714.00 |
| 151281 | 06/28/2010 | Printed | 0722 | PRINTING SYSTEMS | FORMS FOR ELECTION | 627.25 |
| 151282 | 06/28/2010 | Printed | 6045 | QPS PRINTING | REPLENISH SUPPLY OF CRACK-N-PE | 289.03 |
| 151283 | 06/28/2010 | Printed | 15386 | RICOH AMERICAS CORPORATION | EQUIPMENT RENTAL | 2,709.15 |
| 151284 | 06/28/2010 | Printed | 5673 | RON RILEY | MASA UMPIRE | 46.00 |
| 151285 | 06/28/2010 | Printed | 15552 | BRIAN ROBERTS | MASA UMPIRE | 230.00 |
| 151286 | 06/28/2010 | Printed | 0569 | S & S WORLDWIDE | SUPPLIES | 3.79 |
| 151287 | 06/28/2010 | Printed | 0634 | SAM'S CLUB DIRECT | SUPPLIES | 25.15 |
| 151288 | 06/28/2010 | Printed | 15877 | MAX W. SEMEYN | SOCCER REFEREE | 22.00 |
| 151289 | 06/28/2010 | Printed | 15904 | ROLLAND & DARCUS SIZEMORE | 5549 & 5517 WHITTAKER - BIKE | 4,400.00 |
| 151290 | 06/28/2010 | Printed | 4486 | BRANDON SLAVEN | ANNUAL WORK BOOT ALLOWANCE | 150.00 |
| 151291 | 06/28/2010 | Printed | 1507 | SPARTAN DISTRIBUTORS | REPAIRS TO TORO GROUNDSMASTER | 1,413.80 |
| 151292 | 06/28/2010 | Printed | 1338 | STADIUM TROPHY | PARTICIPATION AWARDS FOR YOUTH | 817.44 |
| 151293 | 06/28/2010 | Printed | 15897 | GARY STAFFORD | BASEBALL UMPIRE | 175.00 |
| 151294 | 06/28/2010 | Printed | 6384 | STAPLES* - ACCOUNT #1026071 | REPLENISH SUPPLY OF PAPER FOR | 1,730.00 |
| 151295 | 06/28/2010 | Printed | 3001 | START SMART SPORTS DEV. | SUPPLIES | 37.50 |
| 151296 | 06/28/2010 | Printed | 0632 | STERICYCLE INC | MEDICAL WASTE DISPOSAL | 130.65 |
| 151297 | 06/28/2010 | Printed | 15867 | MATTHEW STUDER | FIFA REFEREE | 28.00 |
| 151298 | 06/28/2010 | Printed | 6509 | SUNSHINE MEDICAL | RESTOCK EMS MEDICAL GLOVES | 836.00 |
| 151299 | 06/28/2010 | Printed | 1235 | SURE-FIT LAUNDRY COMPANY | LAUNDRY - PKS & GROUND | 387.97 |
| 151300 | 06/28/2010 | Printed | 0449 | SYSCO FOOD SERVICES OF DETROIT | PRO SHOP SNACK BAR - RESALE | 2,307.33 |
| 151301 | 06/28/2010 | Printed | 4402 | TDS METROCOM | ACCT. #825 609 0021 | 883.24 |
| 151302 | 06/28/2010 | Printed | 8063 | TELEGRATION | ACCT. #8119-0000 | 78.03 |
| 151303 | 06/28/2010 | Printed | 0468 | TITLEIST | PRO SHOP RESALE | 2,291.49 |
| 151304 | 06/28/2010 | Printed | 2943 | TRI COUNTY INTERNATIONAL | AUTO/EQUIPMENT MAINTENANCE | 332.50 |
| 151305 | 06/28/2010 | Printed | 1637 | TURF GRASS INC. | FERTILIZER | 4,260.30 |

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|--------------|------------|---------|---------------|-------------------------------|--------------------------------|---------------------------|
| 151306 | 06/28/2010 | Printed | 6523 | UNIQUE 1 SERVICE | ENGINE 14-1 - REPLACE MANIFOLD | 833.00 |
| 151307 | 06/28/2010 | Printed | 6426 | USA PAPER & RIBBON, INC. | SUPPLIES | 39.00 |
| 151308 | 06/28/2010 | Printed | 0497 | VAN BUREN STEEL & FABRICATING | | 23.50 |
| 151309 | 06/28/2010 | Printed | 6627 | VICTORY LANE | FULL SERVICE OIL CHANGE | 40.98 |
| 151310 | 06/28/2010 | Printed | 15915 | JAMEY WARE | REFUND - ROOM RENTAL | 100.00 |
| 151311 | 06/28/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | SHERIFF PATROL | 377,895.61 |
| 151312 | 06/28/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | SHERIFF PATROL | 14,720.25 |
| 151313 | 06/28/2010 | Printed | 0631 | WASTE MANAGEMENT | ACCT. #389-0054671-1389-9 | 189.39 |
| 151314 | 06/28/2010 | Printed | 15905 | CORNOR WEATHERS | TENNIS INSTRUCTION | 14.00 |
| 151315 | 06/28/2010 | Printed | 15869 | NATHANIEL YANKEY | FIFA REFEREE | 10.00 |
| 151316 | 06/28/2010 | Printed | 0480 | YPSILANTI COMMUNITY | TOWNSHIP REBATE - MAY 2010 | 1,014.54 |
| 151317 | 06/28/2010 | Printed | 0306 | YPSILANTI TOWNSHIP | PETTY CASH - RECREATION | 300.00 |
| 151318 | 06/28/2010 | Printed | 6417 | YPSILANTI TWP PETTY CASH | REIMBURSE PETTY CASH | 199.27 |
| 151319 | 06/28/2010 | Printed | 15916 | GDI INFOTECH, INC. | PROFESSIONAL SERVICES | 4,779.00 |
| 151320 | 06/28/2010 | Printed | 6904 | MDA - MAXX SUNGLASSES | PRO SHOP RESALE - SUNGLASSES | 252.72 |
| 151321 | 06/28/2010 | Printed | 1057 | MERS | OPEB 2010 FUNDING CONTRIBUTION | 785,052.00 |
| | | | | | Total Checks: 136 | Bank Total: 2,395,500.15 |
| | | | | | Total Checks: 136 | Grand Total: 2,395,500.15 |

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BANK: HAND CHECKS

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount |
|--------------|------------|---------|---------------|-------------|---------------------------|--------|
| 151362 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 434-2020 090 1 | 32.01 |
| 151363 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-0776 211 0 | 71.75 |
| 151364 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 484-3773 758 5 | 70.42 |
| 151365 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 484-7336 868 3 | 28.85 |
| 151366 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-0084 397 9 | 37.77 |
| 151367 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-6881 100 9 | 35.09 |
| 151368 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 487-8104 411 3 | 244.09 |
| 151369 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 544-3800 862 3 | 216.84 |
| 151370 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 480-9586 427 9 | 36.42 |
| 151371 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 482-2386 398 5 | 58.21 |
| 151372 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 482-6733 544 5 | 35.16 |
| 151373 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 484-7323 055 2 | 71.80 |
| 151374 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-0081 149 9 | 125.15 |
| 151375 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-1174 097 4 | 129.08 |
| 151376 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 485-1992 091 7 | 33.69 |
| 151377 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 R21-0061 299 8 | 957.00 |
| 151378 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 482-5720 807 3 | 170.87 |
| 151379 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-0584 132 0 | 32.01 |
| 151380 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-0777 627 6 | 296.24 |
| 151381 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-4224 435 5 | 159.08 |
| 151382 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 483-9550 827 6 | 22.97 |
| 151383 | 07/09/2010 | Printed | 6821 | AT & T | ACCT. #734 R01-7562 363 3 | 730.80 |

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| Total Checks: | 62 | Bank Total: | 60,690.90 |
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| | | | |
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| Total Checks: | 62 | Grand Total: | 60,690.90 |
|---------------|----|--------------|-----------|

Accounts Payable Checks - 1,414,596.82
 Hand Checks - 60,690.90
 Total 1,475,287.72

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BANK: HAND CHECKS

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount |
|--------------|------------|---------|---------------|----------------------|---------------------------|-----------|
| 151322 | 06/29/2010 | Printed | 12787 | ANDREA BABB | JUROR COMPENSATION | 14.00 |
| 151323 | 06/29/2010 | Printed | 12791 | THERESA BEDOLLA | JUROR COMPENSATION | 14.00 |
| 151324 | 06/29/2010 | Printed | 12807 | DAVID BRAUNLICH | JUROR COMPENSATION | 14.00 |
| 151325 | 06/29/2010 | Printed | 12794 | DOUGLAS BRITTON | JUROR COMPENSATION | 14.00 |
| 151326 | 06/29/2010 | Printed | 12793 | JESSICA CAMPBELL | JUROR COMPENSATION | 14.00 |
| 151327 | 06/29/2010 | Printed | 12808 | RYAN CHRISTOPHER | JUROR COMPENSATION | 14.00 |
| 151328 | 06/29/2010 | Printed | 12786 | CALLIE CLYBURN | JUROR COMPENSATION | 14.00 |
| 151329 | 06/29/2010 | Printed | 12811 | MATILDA COLF | JUROR COMPENSATION | 14.00 |
| 151330 | 06/29/2010 | Printed | 12796 | DIANE COLWELL | JUROR COMPENSATION | 14.00 |
| 151331 | 06/29/2010 | Printed | 12810 | DEBORRAH COOK | JUROR COMPENSATION | 14.00 |
| 151332 | 06/29/2010 | Printed | 12806 | PATRIC DAUGHERTY | JUROR COMPENSATION | 14.00 |
| 151333 | 06/29/2010 | Printed | 12789 | TAMMY ENDICOTT | JUROR COMPENSATION | 14.00 |
| 151334 | 06/29/2010 | Printed | 12809 | TONI EVANS | JUROR COMPENSATION | 14.00 |
| 151335 | 06/29/2010 | Printed | 12797 | RICHARD FEDOROWICZ | JUROR COMPENSATION | 14.00 |
| 151336 | 06/29/2010 | Printed | 12782 | REBECCA GRAY | JUROR COMPENSATION | 14.00 |
| 151337 | 06/29/2010 | Printed | 12781 | ANDREA HEMPHILL | JUROR COMPENSATION | 14.00 |
| 151338 | 06/29/2010 | Printed | 12778 | RICHARD JACKSON | JUROR COMPENSATION | 14.00 |
| 151339 | 06/29/2010 | Printed | 12798 | KARYN KEMP | JUROR COMPENSATION | 14.00 |
| 151340 | 06/29/2010 | Printed | 12803 | MARY LUTZ | JUROR COMPENSATION | 14.00 |
| 151341 | 06/29/2010 | Printed | 12813 | LISA MACK | JUROR COMPENSATION | 14.00 |
| 151342 | 06/29/2010 | Printed | 12783 | KENNETH NEY | JUROR COMPENSATION | 14.00 |
| 151343 | 06/29/2010 | Printed | 12779 | TERRI O'NEILL | JUROR COMPENSATION | 14.00 |
| 151344 | 06/29/2010 | Printed | 12799 | CHUCKIE PAYNE | JUROR COMPENSATION | 14.00 |
| 151345 | 06/29/2010 | Printed | 12802 | KENNETH PILLSBURY | JUROR COMPENSATION | 14.00 |
| 151346 | 06/29/2010 | Printed | 12801 | KIMBERLY POOLE | JUROR COMPENSATION | 14.00 |
| 151347 | 06/29/2010 | Printed | 12795 | CASSANDRA RAY | JUROR COMPENSATION | 14.00 |
| 151348 | 06/29/2010 | Printed | 12814 | WILLIAM REYNOLDS | JUROR COMPENSATION | 14.00 |
| 151349 | 06/29/2010 | Printed | 12784 | SHANNON SAKSEWKI | JUROR COMPENSATION | 14.00 |
| 151350 | 06/29/2010 | Printed | 12812 | KELLY SCHIMMOELLER | JUROR COMPENSATION | 14.00 |
| 151351 | 06/29/2010 | Printed | 12785 | CHRISTOPHER SHEEHY | JUROR COMPENSATION | 14.00 |
| 151352 | 06/29/2010 | Printed | 15109 | DANIELLA SMITH | JUROR COMPENSATION | 14.00 |
| 151353 | 06/29/2010 | Printed | 12815 | JEFFREY SMITH | JUROR COMPENSATION | 14.00 |
| 151354 | 06/29/2010 | Printed | 12804 | ARIK THEEKE | JUROR COMPENSATION | 14.00 |
| 151355 | 06/29/2010 | Printed | 12780 | TRICIA TOPPING | JUROR COMPENSATION | 14.00 |
| 151356 | 06/29/2010 | Printed | 12792 | DWAYNE TURNER | JUROR COMPENSATION | 14.00 |
| 151357 | 06/29/2010 | Printed | 12800 | DIANE WATZ-FRISINGER | JUROR COMPENSATION | 14.00 |
| 151358 | 06/29/2010 | Printed | 12790 | DAWNETTE WHITE | JUROR COMPENSATION | 14.00 |
| 151359 | 06/29/2010 | Printed | 12805 | WENDY WILKEN | JUROR COMPENSATION | 14.00 |
| 151360 | 07/01/2010 | Printed | 2039 | DTE ENERGY COMPANY - | STREETLIGHTS INSTALLATION | 43,887.90 |
| 151361 | 07/07/2010 | Printed | 0118 | DTE ENERGY | GAS & ELECTRIC | 12,675.70 |

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|--------------|------------|---------|---------------|--------------------------------|--------------------------------|-----------|
| 151384 | 07/13/2010 | Printed | 0001 | A.F. SMITH ELECTRIC | MAINTENANCE | 460.04 |
| 151385 | 07/13/2010 | Printed | 0235 | ABSOPURE WATER COMPANY | 5 GALLON SPRING | 34.50 |
| 151386 | 07/13/2010 | Printed | 8406 | ACCESS DATA | ANNUAL FORENSIC TOOLS SOFTWARE | 2,250.00 |
| 151387 | 07/13/2010 | Printed | 11339 | ACCUSHRED LLC | DOCUMENT DESTRUCTION SVCS | 115.00 |
| 151388 | 07/13/2010 | Printed | 8412 | ACO HARDWARE | SUPPLIES | 56.35 |
| 151389 | 07/13/2010 | Printed | 0049 | ALL SEASONS LANDSCAPING CO. | SMALL EQUIPMENT & PARTS | 198.47 |
| 151390 | 07/13/2010 | Printed | 0397 | ALLIE BROTHERS, INC. | COLLAR INSIGNIA FOR CAPTAINS/L | 1,266.80 |
| 151391 | 07/13/2010 | Printed | 2939 | ANDERSON PAINT COMPANY | ATHLETIC FIELD MARKING PAINT F | 384.00 |
| 151392 | 07/13/2010 | Printed | 0017 | ANN ARBOR CLEANING SUPPLY | SUPPLIES | 1,253.16 |
| 151393 | 07/13/2010 | Printed | 1464 | ANN ARBOR TRANSPORTATION AUTH. | A.A.T.A. CONTRACT | 66,113.25 |
| 151394 | 07/13/2010 | Printed | 0022 | ANN ARBOR WELDING SUPPLY CO | CYLINDERS | 297.18 |
| 151395 | 07/13/2010 | Printed | 0909 | AT & T* | ACCT. #053 294-5218 001 | 63.43 |
| 151396 | 07/13/2010 | Printed | 6827 | DEBORAH AUE | REIMBURSEMENT - SUMMER CAMP | 75.00 |
| 151397 | 07/13/2010 | Printed | 0215 | AUTO VALUE YPSILANTI | SUPPLIES | 589.30 |
| 151398 | 07/13/2010 | Printed | 15524 | AUTOMATIC SUPPLY MICHIGAN | REPAIR PARTS FOR IRRIGATION SY | 1,121.54 |
| 151399 | 07/13/2010 | Printed | 6885 | BACK TO NATURE LAWN CARE | LOCATION: 8869 TEXTILE | 130.75 |
| 151400 | 07/13/2010 | Printed | 3997 | LISA BAIN | MASA UMPIRE | 161.00 |
| 151401 | 07/13/2010 | Printed | 15925 | RUTHIE BALL | REFUND - ROOM RENTAL | 595.00 |
| 151402 | 07/13/2010 | Printed | 6397 | BARR ENGINEERING COMPANY | PROFESSIONAL SERVICES | 1,798.28 |
| 151403 | 07/13/2010 | Printed | 6524 | BELLEVILLE GREENHOUSES | MAINTENANCE SUPPLIES | 362.50 |
| 151404 | 07/13/2010 | Printed | 15847 | CHRISTOPHER BLINSTRUB | BASEBALL UMPIRE | 72.00 |
| 151405 | 07/13/2010 | Printed | 8160 | MATT BLINSTRUB | BASEBALL UMPIRE | 90.00 |
| 151406 | 07/13/2010 | Printed | 8274 | BUDGET TOWING | TOWING | 100.00 |
| 151407 | 07/13/2010 | Printed | 15770 | C & D HUGHES, INC. | MILLING EXISTING ASPHALT DRIVE | 2,000.00 |
| 151408 | 07/13/2010 | Printed | 8416 | C. BARRON & SONS | REPLENISH FUEL SUPPLY AT HQ | 3,098.95 |
| 151409 | 07/13/2010 | Printed | 15891 | CHRISTIAN CHAMBERS | BASEBALL UMPIRE | 65.00 |
| 151410 | 07/13/2010 | Printed | 0143 | CHAPP AND BUSHEY OIL CO. | BULK OIL FOR EQUIPMENT OIL CHA | 438.15 |
| 151411 | 07/13/2010 | Printed | 0870 | CHARTER TOWNSHIP OF SUPERIOR | LOCATION: GREEN OAKS GOLF | 75.29 |
| 151412 | 07/13/2010 | Printed | 6718 | CIGAR MAN | CIGARS | 99.65 |
| 151413 | 07/13/2010 | Printed | 2930 | CITIMORTGAGE, INC. | GOLF CART LEASE - AUG 2010 | 6,038.46 |
| 151414 | 07/13/2010 | Printed | 15370 | CLEVELAND GOLF SRIXON | PRO SHOP RESALE - GOLF BALLS | 456.06 |
| 151415 | 07/13/2010 | Printed | 15452 | COLD CUT KRUISE | PRO SHOP RESALE | 70.20 |
| 151416 | 07/13/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #09588 290692-01-0 | 159.90 |
| 151417 | 07/13/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #09588 284370-01-0 | 162.36 |
| 151418 | 07/13/2010 | Printed | 0363 | COMCAST CABLE | ACCT. #09588 301061-01-3 | 209.80 |
| 151419 | 07/13/2010 | Printed | 1312 | COMPLETE BATTERY SOURCE | BATTERIES | 311.16 |
| 151420 | 07/13/2010 | Printed | 0582 | CONGDON'S | SUPPLIES | 177.67 |
| 151421 | 07/13/2010 | Printed | 4631 | CRAIN'S DETROIT BUSINESS | MEMBERSHIP | 29.50 |
| 151422 | 07/13/2010 | Printed | 1258 | CRITTER CONTROL OF ANN ARBOR | SERVICE CALL | 109.00 |
| 151423 | 07/13/2010 | Printed | 4865 | DC HYDRAULICS INC. | FITTING AND GAUGES FOR TESTING | 105.81 |

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|--------------|------------|---------|---------------|------------------------------|--------------------------------|-----------|
| 151424 | 07/13/2010 | Printed | 15920 | DEPARTMENT OF MILITARY AND | RENTAL - ELECTION | 425.00 |
| 151425 | 07/13/2010 | Printed | 6944 | DES MOINES STAMP MFG. CO. | SUPPLIES | 219.05 |
| 151426 | 07/13/2010 | Printed | 5505 | ISMAEL DOMENECH | MASA UMPIRE | 92.00 |
| 151427 | 07/13/2010 | Printed | 0145 | DOUGLASS SAFETY SYSTEMS | PROTECTIVE HOODS FOR FIRE FIGH | 955.91 |
| 151428 | 07/13/2010 | Printed | 6951 | EMERGENCY VEHICLES PLUS | IN DASH AIR MANIFOLD - FOR ALF | 204.31 |
| 151429 | 07/13/2010 | Printed | 0141 | GABRIEL, ROEDER, SMITH & | PROFESSIONAL SERVICES | 500.00 |
| 151430 | 07/13/2010 | Printed | 0073 | GENE BUTMAN FORD | CATALYTIC CONVERTER REPLACEMEN | 4,099.34 |
| 151431 | 07/13/2010 | Printed | 15923 | DORIS GIVAN | REFUND - SHELTER RENTAL | 125.00 |
| 151432 | 07/13/2010 | Printed | 1233 | GORDON FOOD SERVICE INC. | SUPPLIES | 223.29 |
| 151433 | 07/13/2010 | Printed | 6161 | GOVERNMENTAL CONSULTANT | RETAINER FEE | 3,000.00 |
| 151434 | 07/13/2010 | Printed | 6169 | GVERNOR BUSINESS SOLUTIONS | SUPPLIES | 38.57 |
| 151435 | 07/13/2010 | Printed | 0107 | GRAINGER | SUPPLIES | 393.68 |
| 151436 | 07/13/2010 | Printed | 3391 | GRAYBAR | MAINTENANCE SUPPLIES | 43.14 |
| 151437 | 07/13/2010 | Printed | 0070 | GREAT LAKES TELECOM, INC. | MONTHLY CHARGE | 54.31 |
| 151438 | 07/13/2010 | Printed | 0426 | GUARDIAN ALARM | BILLING: 1775 E. CLARK | 163.11 |
| 151439 | 07/13/2010 | Printed | 0158 | MARK HAMILTON | ATTORNEY FEES - JUL 2010 | 1,500.00 |
| 151440 | 07/13/2010 | Printed | 15918 | HEK INC | MAINTENANCE REPAIRS | 32.80 |
| 151441 | 07/13/2010 | Printed | 6547 | HERITAGE NEWSPAPERS | PUBLISHING | 185.60 |
| 151442 | 07/13/2010 | Printed | 15924 | JACKIE HOLMES | REFUND - MINI MUSICAL THEATRE | 40.00 |
| 151443 | 07/13/2010 | Printed | 0503 | HOME DEPOT | SUPPLIES | 1,391.69 |
| 151444 | 07/13/2010 | Printed | 15771 | IBUYPOWER COMPUTER | FORENSICS MACHINE FOR WASHTENA | 5,763.00 |
| 151445 | 07/13/2010 | Printed | 6055 | IIMC | MEMBERSHIP | 75.00 |
| 151446 | 07/13/2010 | Printed | 6435 | IMPERIAL HEADWEAR | PRO SHOP RESALE - HATS | 341.80 |
| 151447 | 07/13/2010 | Printed | 15496 | J.F. MOORE & ASSOCIATES, LLC | SMALL CLAIMS | 27.00 |
| 151448 | 07/13/2010 | Printed | 4467 | JOHN DEERE LANDSCAPES | MAINTENANCE SUPPLIES | 789.28 |
| 151449 | 07/13/2010 | Printed | 15922 | DEBORAH JONES | REFUND - ROOM RENTAL | 100.00 |
| 151450 | 07/13/2010 | Printed | 6110 | KEB INC. | PRINTING OF MONTHLY SR. NEWSLE | 261.96 |
| 151451 | 07/13/2010 | Printed | 3998 | LARRY KENYON | MASA UMPIRE | 92.00 |
| 151452 | 07/13/2010 | Printed | 0391 | KONIGA MINOLTA - ALBIN | EQUIPMENT MAINTENANCE | 79.89 |
| 151453 | 07/13/2010 | Printed | 15493 | ADAM KURTINAITIS | ELECTRICAL INSPECTIONS | 2,975.00 |
| 151454 | 07/13/2010 | Printed | 15926 | SUE LANDRY | REFUND - ROOM RENTAL | 100.00 |
| 151455 | 07/13/2010 | Printed | 0519 | LEISURE PURSUITS, INC. | AMUSEMENT PARK TICKET SALES | 1,399.25 |
| 151456 | 07/13/2010 | Printed | 7038 | LINCOLN SCHOOL DISTRICT | DELINQ. PERSONAL PROP. TAXES | 236.96 |
| 151457 | 07/13/2010 | Printed | 0209 | LIVELY TRAVELERS | REIMBURSEMENT - SENIOR PROGRAM | 300.00 |
| 151458 | 07/13/2010 | Printed | 6467 | LOWES | SUPPLIES | 147.93 |
| 151459 | 07/13/2010 | Printed | 6046 | AARON LYLES | CDL LICENSE RENEWAL | 65.00 |
| 151460 | 07/13/2010 | Printed | 5684 | ED MARX, JR. | MASA UMPIRE | 23.00 |
| 151461 | 07/13/2010 | Printed | 15405 | MAYNARDS AUTO SERVICE CENTER | EQUIPMENT MAINTENANCE | 382.00 |
| 151462 | 07/13/2010 | Printed | 15893 | GREG MCKINNEY | MASA UMPIRE | 69.00 |
| 151463 | 07/13/2010 | Printed | 0253 | MCLAIN AND WINTERS | LEGAL SERVICES - JUNE 2010 | 99,125.80 |

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| 151464 | 07/13/2010 | Printed | 2942 | MICHIGAN TOURNAMENT FLEET, INC | MAINTENANCE CONTRACT - AUG | 825.00 |
| 151465 | 07/13/2010 | Printed | 4414 | ED MICHOWSKI | MASA UMPIRE | 46.00 |
| 151466 | 07/13/2010 | Printed | 15862 | STEVEN MICHOWSKI | MASA UMPIRE | 61.00 |
| 151467 | 07/13/2010 | Printed | 15894 | WILLIAM MICIK | BASEBALL UMPIRE | 55.00 |
| 151468 | 07/13/2010 | Printed | 2559 | MIDWEST GAS INSTRUMENT SERVICE | CERTIFICATION FOR GAS DETECTOR | 520.00 |
| 151469 | 07/13/2010 | Printed | 15919 | MJC BUILDING SERVICES | REFUND BONDS - 6707 CROSSOVER | 3,000.00 |
| 151470 | 07/13/2010 | Printed | 2986 | NAPA AUTO PARTS* | AUTO PARTS | 60.24 |
| 151471 | 07/13/2010 | Printed | 15195 | MARK NELSON | MAGISTRATE FEES - JUL 2010 | 1,875.00 |
| 151472 | 07/13/2010 | Printed | 8041 | DON NEWSTED | MASA UMPIRE | 92.00 |
| 151473 | 07/13/2010 | Printed | 6278 | OBRYAN'S LOCK & KEY* | LOCK & KEY SERVICE | 373.50 |
| 151474 | 07/13/2010 | Printed | 2997 | OFFICE EXPRESS | SUPPLIES | 424.50 |
| 151475 | 07/13/2010 | Printed | 0309 | ORCHARD, HILTZ & MCCLIMENT INC | GENERAL SERVICES - OCS, RSD | 4,595.00 |
| 151476 | 07/13/2010 | Printed | 0585 | OVERHEAD DOOR COMPANY | REPAIRS TO APPARATUS BAY DOOR | 324.00 |
| 151477 | 07/13/2010 | Printed | 15766 | PARS ICE CREAM | PRO SHOP RESALE ICE CREAM | 203.61 |
| 151478 | 07/13/2010 | Printed | 0327 | PINTER'S FLOWERLAND, INC. | SUPPLIES | 70.20 |
| 151479 | 07/13/2010 | Printed | 6203 | PITTSFIELD CHARTER TOWNSHIP | INSPECTIONS | 2,975.00 |
| 151480 | 07/13/2010 | Printed | 15738 | PREHODA CONSULTING | PROFESSIONAL SERVICES | 300.00 |
| 151481 | 07/13/2010 | Printed | 6600 | PRIORITY ONE EMERGENCY | REPLACE INOPERATIVE SIREN AMPL | 389.84 |
| 151482 | 07/13/2010 | Printed | 11340 | RECYCLE ANN ARBOR | SWITCHOUT RECYCLE BOX | 4,475.00 |
| 151483 | 07/13/2010 | Printed | 1070 | REHRIG PACIFIC COMPANY | REORDER OF TWP RECYCLY BINS FO | 2,074.97 |
| 151484 | 07/13/2010 | Printed | 15773 | RHM FLUID POWER | PARTS FOR SLUICE GATE SYSTEM | 154.79 |
| 151485 | 07/13/2010 | Printed | 5673 | RON RILEY | MASA UMPIRE | 23.00 |
| 151486 | 07/13/2010 | Printed | 6308 | RKA PETROLEUM | REFILL DIESEL AND E-10 GAS FUE | 5,720.17 |
| 151487 | 07/13/2010 | Printed | 15552 | BRIAN ROBERTS | MASA UMPIRE | 92.00 |
| 151488 | 07/13/2010 | Printed | 15772 | S & S PARTS | PARTS FOR MCB TROMMEL SCREENER | 171.17 |
| 151489 | 07/13/2010 | Printed | 0634 | SAM'S CLUB DIRECT | SUPPLIES | 448.28 |
| 151490 | 07/13/2010 | Printed | 6333 | SCHOOL TECH, INC. | BASKETBALL RIMMED BACK BOARD G | 686.00 |
| 151491 | 07/13/2010 | Printed | 0395 | SHRADER TIRE & OIL | TIRE REPAIR | 188.76 |
| 151492 | 07/13/2010 | Printed | 6288 | SIGNS BY TOMORROW | SIGNS | 189.00 |
| 151493 | 07/13/2010 | Printed | 2990 | SOUTHEASTERN EQUIPMENT | REPLACE WIPER ARMATURE ON 721D | 237.78 |
| 151494 | 07/13/2010 | Printed | 1507 | SPARTAN DISTRIBUTORS | REPAIR PARTS | 552.07 |
| 151495 | 07/13/2010 | Printed | 0399 | SPEARS FIRE & SAFETY SERVICE | FIRE & SAFETY SERVICES | 36.25 |
| 151496 | 07/13/2010 | Printed | 1338 | STADIUM TROPHY | PARTICIPATION AWARDS FOR YOUTH | 777.60 |
| 151497 | 07/13/2010 | Printed | 15897 | GARY STAFFORD | BASEBALL UMPIRE | 117.00 |
| 151498 | 07/13/2010 | Printed | 7061 | STATE OF MICHIGAN** | 2009 DISTRIBUTION OF PILOT FEE | 35,813.72 |
| 151499 | 07/13/2010 | Printed | 6166 | STAUDER, BARCH & ASSOC., INC. | PROFESSIONAL SERVICES | 400.00 |
| 151501 | 07/13/2010 | Printed | 1235 | SURE-FIT LAUNDRY COMPANY | LAUNDRY - 14B COURT | 2,966.41 |
| 151502 | 07/13/2010 | Printed | 0449 | SYSCO FOOD SERVICES OF DETROIT | PRO SHOP RESALE | 1,153.04 |
| 151503 | 07/13/2010 | Printed | 15175 | T.E.A.M. | EMPLOYEE ASSISTANCE PROGRAM | 907.20 |
| 151504 | 07/13/2010 | Printed | 4402 | TDS METROCOM | ACCT. #825 609 0021 | 883.24 |

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| 151505 | 07/13/2010 | Printed | 8063 | TELEGRATION | ACCT. #8119-0000 | 82.44 |
| 151506 | 07/13/2010 | Printed | 1637 | TURF GRASS INC. | MOSQUITO DUNKS | 3,552.37 |
| 151507 | 07/13/2010 | Printed | 6427 | UNIMEASURE | SENSOR REPAIR | 180.44 |
| 151508 | 07/13/2010 | Printed | 3082 | UNIVERSITY TRANSLATORS | TRANSLATOR SERVICES | 315.00 |
| 151509 | 07/13/2010 | Printed | 6920 | VARNUM RIDDERING SCHMIDT | PROFESSIONAL SERVICES | 1,732.50 |
| 151510 | 07/13/2010 | Printed | 15768 | VARTEC, LLC DICTATION | COURT RECORDING EQUIPMENT | 146.66 |
| 151511 | 07/13/2010 | Printed | 1475 | VERIZON WIRELESS | ACCT. #585505481-00001 | 268.78 |
| 151512 | 07/13/2010 | Printed | 6633 | VERMONT SYSTEMS, INC | TO COMPLY W/NEW LAW REGARDING | 500.00 |
| 151513 | 07/13/2010 | Printed | 6649 | VOLK CORPORATION | SUPPLIES | 74.51 |
| 151514 | 07/13/2010 | Printed | 7035 | WASHTENAW COMMUNITY COLLEGE# | 2009 DISTRIBUTION OF PILOT FEE | 3,272.91 |
| 151515 | 07/13/2010 | Printed | 7035 | WASHTENAW COMMUNITY COLLEGE# | DELINQ. PERSONAL PROP. TAXES | 353.99 |
| 151516 | 07/13/2010 | Printed | 0790 | WASHTENAW COUNTY BAR ASSOC. | MEMBERSHIP | 150.00 |
| 151517 | 07/13/2010 | Printed | 6171 | WASHTENAW COUNTY HAZMAT | ANNUAL DUES | 1,000.00 |
| 151518 | 07/13/2010 | Printed | 0163 | WASHTENAW COUNTY ROAD | ROAD CONSTRUCTION | 194,736.95 |
| 151519 | 07/13/2010 | Printed | 0163 | WASHTENAW COUNTY ROAD | 2002 MICH TRANSPORTATION FUND | 125.00 |
| 151520 | 07/13/2010 | Printed | 0163 | WASHTENAW COUNTY ROAD | 2002 MICH TRANSPORTATION FUND | 319,800.00 |
| 151521 | 07/13/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | 2009 DISTRIBUTION OF PILOT FEE | 5,098.87 |
| 151522 | 07/13/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | DELINQ. PERSONAL PROP. TAXES | 2,242.11 |
| 151523 | 07/13/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | TRAILER FEES - JUNE 2010 | 2,927.50 |
| 151524 | 07/13/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | SHERIFF PATROL | 12,825.00 |
| 151525 | 07/13/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | SHERIFF PATROL | 371,057.69 |
| 151526 | 07/13/2010 | Printed | 0444 | WASHTENAW COUNTY TREASURER# | SHERIFF PATROL | 12,066.92 |
| 151527 | 07/13/2010 | Printed | 7042 | WASHTENAW INTERMEDIATE | 2009 DISTRIBUTION OF PILOT FEE | 3,529.46 |
| 151528 | 07/13/2010 | Printed | 7042 | WASHTENAW INTERMEDIATE | DELINQ. PERSONAL PROP. TAXES | 381.68 |
| 151529 | 07/13/2010 | Printed | 0631 | WASTE MANAGEMENT | ACCT. #389-0054724-1389-6 | 10,179.90 |
| 151530 | 07/13/2010 | Printed | 6039 | WASTE MANAGEMENT* | RECYCLE CONTRACT | 157,403.35 |
| 151531 | 07/13/2010 | Printed | 15905 | CORNOR WEATHERS | TENNIS INSTRUCTOR | 28.00 |
| 151532 | 07/13/2010 | Printed | 3011 | WEST PAYMENT CENTER | SUBSCRIPTION | 316.32 |
| 151533 | 07/13/2010 | Printed | 0388 | WESTLAND FIRE EXTINGUISHER INC | ANNUAL SERVICE ON FIRE EXTINGU | 190.00 |
| 151534 | 07/13/2010 | Printed | 7036 | WILLOW RUN SCHOOL DISTRICT | 2009 DISTRIBUTION OF PILOT FEE | 9,146.66 |
| 151535 | 07/13/2010 | Printed | 7036 | WILLOW RUN SCHOOL DISTRICT | DELINQ. PERSONAL PROP. TAXES | 821.28 |
| 151536 | 07/13/2010 | Printed | 0480 | YPSILANTI COMMUNITY | ACCT. #2-087-560600-01 | 4,313.99 |
| 151537 | 07/13/2010 | Printed | 7034 | YPSILANTI DISTRICT LIBRARY | 2009 DISTRIBUTION OF PILOT FEE | 1,915.92 |
| 151538 | 07/13/2010 | Printed | 7034 | YPSILANTI DISTRICT LIBRARY | DELINQ. PERSONAL PROP. TAXES | 1,619.84 |
| 151539 | 07/13/2010 | Printed | 7039 | YPSILANTI SCHOOL DISTRICT | DELINQ. PERSONAL PROP. TAXES | 364.76 |
| 151540 | 07/13/2010 | Printed | 0729 | ZEP MANUFACTURING COMPANY | SUPPLIES | 383.50 |

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