

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 19, 2014 REGULAR MEETING**

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. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters and Angela B. King

**CONSENT AGENDA**

**A. MINUTES OF THE JULY 15, 2014 WORK SESSION AND REGULAR MEETING AND JULY 28, 2014 SPECIAL MEETING**

Clerk Lovejoy Roe asked Trustee Mike Martin if he wanted her to revisit the July 15, 2014 Minutes regarding his comment about "his only issue" regarding the MERS issue and he agreed.

Supervisor Stumbo also requested that the record reflect her request for the history on the issue.

Clerk Lovejoy Roe stated she would check both of those items.

**Supervisor Stumbo stated the Work Session and Regular Meeting Minutes needed corrections so that was why it had to be separated out.**

**Supervisor Stumbo asked, "With those corrections, all in favor." Everyone said aye.**

**Supervisor Stumbo asked, "Opposed?", and hearing none stated, "Motion carries."**

**B. STATEMENTS AND CHECKS**

- 1. AUGUST 5, 2014 - \$1,517,458.50**
- 2. AUGUST 19, 2014 - \$2,790,929.80**
- 3. CHOICE HEALTHCARE DEDUCTIBLE - \$34,536.34**
- 4. CHOICE HEALTHCARE ADMINISTRATION FEE - \$1,162.50**

**C. JULY 2014 TREASURER REPORT**

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.**

**SUPERVISOR REPORT**

Supervisor Stumbo stated Ron Fulton, Building Director, would be retiring in December 2014. She requested to proceed with filling the position and providing the Board Members with the job description and rate of pay.

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**PUBLIC COMMENTS**

Arloa Kaiser voiced her appreciation for the police presence in the neighborhoods. She also stated the traffic control for the work being done on Grove Road had been a nice experience.

**SUPERVISOR REPORT (CONTINUED)**

Supervisor Stumbo reported she had met with the Regional Director of Clark East Towers. She said the Fire Chief and the Fire Marshal had met with them regarding some of the issues regarding security, outside access to a sitting area and the bed bug issue. Supervisor Stumbo received confirmation from Attorney Winters that the agreement was to be brought back to the September 16, 2014 Board Meeting.

Supervisor Stumbo stated the draft budget would be delivered to the Board by August 29, 2014.

**CLERK REPORT**

Clerk Lovejoy Roe stated her report was in the packet but she wanted to take this opportunity to thank the 100 plus election inspectors who helped make for a successful election. She thanked her staff and her Deputy Clerk, Nancy Wrybkowski for their work and reported it was the first time since their introduction that there had been no problems with the electronic poll books. She reported the turnout of voters was about 14 – 15 %.

Clerk Lovejoy Roe said preparations were underway for the November 4, 2014 election.

**TREASURER REPORT**

There was no Treasurer Report

**TRUSTEE REPORT**

There was no Trustee Report

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

- **Clark East Towers**

Attorney Winters stated that as the Supervisor had indicated a Municipal Services Agreement for Clark East Towers was nearing resolution. He explained the issues still being dealt with were those regarding on-site security.

- **Blight Enforcement**

Attorney Winters reported 1070 Hawthorne had been successfully demolished.

- **Development for Vacant Property Pilot Project**

Attorney Winters stated work was being done with the Office of Community Standards to develop a pilot project to deal with the 300 – 400 vacant properties in the Township.

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- **Habitat for Humanity**

Attorney Winters reported he was meeting this week with Habitat for Humanity regarding the title work on the 15 properties the Township had purchased. He explained one of those properties on Holmes road had already been identified by the OCS Department for demolition as soon as possible.

- **IFT Transfer**

Attorney Winters stated Bob Rhodes, Attorney on behalf of General Dynamics, who currently had the IFT, was here to help provide a smooth transition to MDA Information Systems. He reported MDA was going through the necessary Due Diligence with the State Department since it was a Defense Industry Contract. Mr. Winters stated, it was his understanding that MDA would retain the current employee level.

- **Cost Recovery for Liberty Square**

Attorney Winters reported Attorney McLain had been working with the OCS Department to get the final hearing to Judge Shelton before he retired, regarding cost recovery for Liberty Square.

- **Search Warrant Process**

Supervisor Stumbo asked Attorney Winters to discuss the latest search warrant process the Township used for vacant buildings.

Attorney Winters reported the search warrant process would continue to follow pretty much the same review by Attorney Angela King. He explained they were trying to allocate a specific dollar amount on the ones that go for court action, as a not to exceed amount to allow the Township Board to do more. He explained many of the vacant properties were still salvageable if acted on immediately.

Mike Radzik, OCS Director explained the new process. He stated there was a list of current properties that had been confirmed to be vacant and had not been registered as such, with the Township. He explained the OCS Department would conduct a cursory inspection of the exterior of the property and if probable cause was determined regarding code violations in the interior, an Affidavit for a Search Warrant was drafted and then was reviewed by Attorney King and presented to the Judge or Magistrate for authorization. He stated four had been executed in the last week.

Attorney Winters stated we basically have a handle on the blight cases at this point, so we are trying to be proactive by using cost effective ways to keep those 300 – 400 vacant homes from becoming public nuisance cases.

Supervisor Stumbo stated she supported the action regarding vacant homes wholeheartedly and commented this would also eliminate any situation such as a squatter taking possession of a vacant home.

Discussion followed on the need to report any suspicious activity regarding vacant homes.

## **OLD BUSINESS**

1. **REQUEST OF KAREN LOVEJOY ROE TO PURCHASE 2 YEARS, 1 MONTH OF MERS SERVICE CREDITS AND AUTHORIZE SIGNING OF THE RESOLUTION (TABLED AT THE JULY 15, 2014 REGULAR MEETING)**

**A request was made to move this item after New Business on the Agenda. Supervisor Stumbo asked if it was okay with the Board to move this after New Business.**

**2. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE YPSILANTI TOWNSHIP 2014 MASTER PLAN (TABLED AT THE MAY 20, 2014 REGULAR MEETING AND REFERRED TO THE PLANNING COMMISSION AT THE JULY 15, 2014 REGULAR MEETING)**

**A motion was made by Trustee Eldridge, supported by Trustee Scott Martin to remove this item from the table.**

Supervisor Stumbo reported that Joe Lawson, Planning Director had done a presentation on the 2014 Master Plan in the Work Session. She said the Plan been discussed at length and had been approved by the Planning Commission and was ready for consideration by the Board.

**The motion carried as follows:**

**Eldridge: Yes S. Martin: Yes Hall Currie: Yes Stumbo: Yes  
Lovejoy Roe: Yes Doe: Yes M. Martin: Yes**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Ypsilanti Township 2014 Master Plan as presented. The motion carried unanimously.**

**NEW BUSINESS**

**1. BUDGET AMENDMENT #10**

Javonna Neel stated it had come to her attention that an employee who had resigned from the Recreation Department needed a PTO payout at 75% for \$17,669.00 and she was asking to make that revision to the Budget Amendment #10.

Supervisor Stumbo asked if there were any objections for that revision and there were none.

Clerk Lovejoy Roe read Budget Amendment #10 into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #10 (see attached). The motion carried unanimously.**

**2. 1<sup>ST</sup> READING ORDINANCE NO. 2014-438, AMENDING ORDINANCE NO. 2013-433, CHAPTER 48, ENTITLED PROPERTY MAINTENANCE, ARTICLE III, ONE AND TWO UNIT DWELLING RENTAL PROPERTIES**

Clerk Lovejoy Roe read the proposed ordinance into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve 1<sup>st</sup> Reading of Ordinance No. 2014-438, Amending Ordinance No. 2013-433, Chapter 48, Entitled Property Maintenance, Article III, One and Two Unit Dwelling Rental Properties (see attached).**

Supervisor Stumbo provided a brief explanation of the proposed ordinance and said this allowed any unpaid rental inspection costs to be placed on the tax roll, which was similar to the handling of noxious weeds.

**The motion carried as follows:**

**Eldridge: Yes S. Martin: Yes Hall Currie: Yes Stumbo: Yes  
Lovejoy Roe: Yes Doe: Yes M. Martin: Yes**

**3. 1<sup>ST</sup> READING ORDINANCE NO. 2014-439, SEWAGE DISPOSAL RATE CHANGE**

Clerk Lovejoy Roe read the proposed ordinance into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve 1<sup>st</sup> Reading of Ordinance No. 2014-439, Sewage Disposal Rate Change (see attached).**

Jeff Castro, YCUA Director provided a brief explanation of the request for a change in ordinance to increase the sewage disposal rate by 3.25%, effective October 1, 2014.

Supervisor Stumbo stated she was proud of YCUA, its workers, leaders, improvements to infrastructure and preventative maintenance that had contributed to the fact that during the storms last week, Ypsilanti Township experienced no backups.

Mr. Castro stated YCUA's aggressive preventative maintenance program had really paid off during the downpours on August 11 and 12, 2014, when many other communities experienced up to 40% of their residential basements flooding.

**The motion carried as follows:**

|                     |            |                   |            |                     |            |                |            |
|---------------------|------------|-------------------|------------|---------------------|------------|----------------|------------|
| <b>Eldridge:</b>    | <b>Yes</b> | <b>S. Martin:</b> | <b>Yes</b> | <b>Hall Currie:</b> | <b>Yes</b> | <b>Stumbo:</b> | <b>Yes</b> |
| <b>Lovejoy Roe:</b> | <b>Yes</b> | <b>Doe:</b>       | <b>Yes</b> | <b>M. Martin:</b>   | <b>Yes</b> |                |            |

**4. REQUEST TO APPOINT GLORIA PETERSON TO THE YPSILANTI TOWNSHIP PLANNING COMMISSION TO FILL VACANCY CREATED BY THE RESIGNATION OF NATHAN REED**

**A motion was made by Trustee Mike Martin, supported by Trustee Hall Currie to appoint Gloria Peterson to the Ypsilanti Township Planning Commission to fill vacancy created by the resignation of Nathan Reed. The motion carried unanimously.**

**5. REQUEST TO APPROVE ANIMAL CONTROL ENFORCEMENT CONTRIBUTION CONTRACT RENEWAL WITH WASHTENAW COUNTY IN THE AMOUNT OF \$30,000, BUDGETED IN LINE ITEM #266.301.000.831.012 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the Animal Control Enforcement Contribution Contract Renewal with Washtenaw County in the amount of \$30,000, budgeted in line item #266.301.000.831.012 and to authorize signing of the contract (see attached). The motion carried unanimously.**

**6. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE THE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND RACER TRUST AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve the Agreement between Ypsilanti Township and RACER Trust and to authorize signing of the agreement (see attached). The motion carried unanimously.**

**7. REQUEST OF KAREN WALLIN, HUMAN RESOURCE DEPARTMENT TO APPROVE AMENDMENT TO NON-BARGAINING EMPLOYEE LEAVE TIME POLICY**

**A motion was made by Trustee Mike Martin, supported by Trustee Eldridge to approve the Amendment to Non-Bargaining Employee Leave Time Policy, effective July 1.**

Supervisor Stumbo stated that by amending this policy it actually saved the Township money, by providing the option for employees to take a 75% payout versus 100% payout to their health care.

**The motion carried unanimously.**

**8. REQUEST OF KAREN WALLIN, HUMAN RESOURCE DEPARTMENT TO RESTORE PART-TIME APPRAISER I/CLERK (MICHIGAN CERTIFIED ASSESSING TECHNICIAN) POSITION TO A FULL-TIME MICHIGAN CERTIFIED ASSESSING OFFICER (MCAO) POSITION**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to restore the Part-Time Appraiser I/Clerk (Michigan Certified Assessing Technician) Position to a Full-Time Michigan Certified Assessing Officer (MCAO) position.**

Supervisor Stumbo explained a part-time worker had been employed as a cost saving measure. She said they discovered that part-time employment did not attract applicants that possessed the necessary experience and qualifications needed for the job. Supervisor Stumbo said the State of Michigan required a review of 20% of the single-family homes in the Township every year. She stated the purpose of restoring this position to full-time was to give the Assessing Department the necessary personnel to accomplish this task.

Trustee Scott Martin asked if a certain level of certification was based on the size of the community.

Karen Wallin, Human Resource Department explained it was population based and Ypsilanti Township required a Level IV, which our Head Assessor, Linda Gosselin was certified at a Level IV.

Discussion followed that the current position would be a Level II and there were three employees currently in the Assessing Department that were Level III.

Discussion followed on the salary range with the Part-Time Level I position was at \$18.94 per hour and the new Full-Time position, which was Level II would be at \$19.12 per hour.

**The motion carried unanimously.**

**9. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE REPAIR OF NON-MOTORIZED TRAIL IN NORTH BAY PARK BY BARRETT PAVING IN THE AMOUNT OF \$20,196, BUDGETED IN LINE ITEM #212.970.000.997.000**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the repair of Non-Motorized Trail in North Bay Park by Barrett Paving in the amount of \$20,196, budgeted in line item #212.970.000.997.000. The motion carried unanimously.**

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Jeff Allen, Residential Services Director explained this would repair areas that tree roots were causing a safety hazard for bicyclists and runners on the North Bay Park path.

Treasurer Doe asked if it made sense to seal coat the bike paths.

Mr. Allen said it was something that could be considered in the future.

Discussion followed on the pricing and benefits for using this as a preventive maintenance.

**The motion carried unanimously.**

**10. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD CIVIC CENTER PARKING LOT REPAIR PROJECT TO BARRETT PAVING MATERIALS, INC. IN THE AMOUNT OF \$70,235, BUDGETED IN LINE ITEM #101.970.000.976.007**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to award the Civic Center Parking Lot Repair Project to Barrett Paving Materials, Inc. in the amount of \$70,235, budgeted in line item #101.970.000.976.007.**

Jeff Allen explained that originally this project was to be done at the same time as the Veteran's Drive that was to accommodate the AAATA buses, but those bids had not come in favorably. He explained this project would incorporate routing, crack sealing, some structural repair on the storm drains and some additional parking.

**The motion carried unanimously.**

**11. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE OHM CONSTRUCTION CONTRACT ADMINISTRATION SERVICES PROPOSAL FOR CIVIC CENTER IMPROVEMENT PROJECT IN THE AMOUNT OF \$37,200, BUDGETED IN LINE ITEM #101.970.000.971.008**

**A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve OHM Construction Contract Administration Services Proposal for Civic Center Improvement Project in the amount of \$37,200, budgeted in line item #101.970.000.971.008.**

Jeff Allen presented a brief explanation of the work.

**The motion carried unanimously.**

**12. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE EXPANSION OF GUARDIAN CARD ACCESS SECURITY SYSTEM TO INCLUDE LAW ENFORCEMENT CENTER LOCATED AT 1501 S. HURON, NOT TO EXCEED \$15,500, BUDGETED IN LINE ITEM #101.970.000.975.266**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize expansion of Guardian Card Access Security System to include Law Enforcement Center located at 1501 S. Huron, not to exceed \$15,500, budgeted in line item #101.970.000.975.266. The motion carried unanimously.**

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- 13. REQUEST FOR YPSILANTI TOWNSHIP TO SIGN PETITION TO JOIN STORM DRAIN PROJECT ALONG EASTERLY AREA OF WHITTAKER ROAD FROM S. HURON RIVER DRIVE TO YPSILANTI DISTRICT LIBRARY RETENTION POND**

Supervisor Stumbo stated this was discussed in the Work Session and a decision was reached by the Board to take No Action on this item.

- 14. SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 16, 2014 AT APPROXIMATELY 7:00 P.M. – CREATION OF SPECIAL ASSESSMENT DISTRICT FOR THURSTON NEIGHBORHOOD SECURITY CAMERAS**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a public hearing date of Tuesday, September 16, 2014 at approximately 7:00 p.m. – Creation of Special Assessment District for Thurston Neighborhood Security Cameras. The motion carried unanimously.

- 15. SET PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 16, 2014 AT APPROXIMATELY 7:15 PM - 2014 SPECIAL ASSESSMENT LEVY**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to set a public hearing date of Tuesday, September 16, 2014 at approximately 7:15 p.m. – Special Assessment Levy. The motion carried unanimously.

- 16. SET A PUBLIC HEARING DATE OF TUESDAY, OCTOBER 7, 2014 AT APPROXIMATELY 7:00 PM - TRANSFER OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FROM GENERAL DYNAMICS TO MDA INFORMATION SYSTEMS, LLC, LOCATED AT 1200 JOE HALL DRIVE IN YPSILANTI TOWNSHIP**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to set a public hearing date of Tuesday, October 7, 2014 at approximately 7:00 p.m. – Transfer of Industrial Facilities Exemption Certificate from General Dynamics to MDA Information Systems, LLC, located at 1200 Joe Hall Drive in Ypsilanti Township. The motion carried unanimously.

**OLD BUSINESS**

- 1. REQUEST OF KAREN LOVEJOY ROE TO PURCHASE 2 YEARS, 1 MONTH OF MERS SERVICE CREDITS AND AUTHORIZE SIGNING OF THE RESOLUTION (TABLED AT THE JULY 15, 2014 REGULAR MEETING**

A motion was made by Trustee Scott Martin, supported by Trustee Hall Currie to remove from table.

The motion carried as follows:

Eldridge: Yes S. Martin: Yes Hall Currie: Yes Stumbo: Yes  
Lovejoy Roe: Yes Doe: Yes M. Martin: Yes

Supervisor Stumbo: "It is properly before the Board. We need a motion to move this forward. No action?"



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**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin.**

Supervisor Stumbo: " to approve, is that the motion to approve the request?"

Clerk Lovejoy Roe: "Yes ma'am."

Supervisor Stumbo: "Discussion? We discussed this at length in the Work Session. I do not know if there is any more discussion. Hearing none, Mike Martin?"

Trustee Mike Martin: "Sorry?"

Supervisor Stumbo: "There is a motion to approve the request, Mike Martin? No?"

Clerk Lovejoy Roe: "Are you doing a roll call?"

Trustee Mike Martin: "Is this a roll call vote?"

Supervisor Stumbo: "Yeah, there was much discussion, I thought we'd be- "

Clerk Lovejoy Roe: "Was there a motion to do a roll call?"

Supervisor Stumbo: "The motion is to approve the request to purchase the MERS Credit."

Trustee Mike Martin: "Okay"

**The motion failed as follows:**

|                     |           |                   |            |                  |            |                |           |
|---------------------|-----------|-------------------|------------|------------------|------------|----------------|-----------|
| <b>M. Martin:</b>   | <b>No</b> | <b>Doe:</b>       | <b>Yes</b> | <b>Roe:</b>      | <b>Yes</b> | <b>Stumbo:</b> | <b>No</b> |
| <b>Hall Currie:</b> | <b>No</b> | <b>S. Martin:</b> | <b>Yes</b> | <b>Eldridge:</b> | <b>No</b>  |                |           |

**ADJOURNMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to adjourn the meeting. The motion carried unanimously.**

The meeting adjourned at approximately 7:57 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2014 BUDGET AMENDMENT #10**

**August 19, 2014**

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$38,785.21**

Increase budget for payout of PTO & Sick time for approved payout of accrued time of 80 hours at 75% (this is over the 32 hours that was originally budget for employee) . This is funded by an Appropriation of Prior Year Fund Balance.

|               |                                 |                     |                          |
|---------------|---------------------------------|---------------------|--------------------------|
| Revenues:     | Prior Year Fund Balance         | 101-000-000-699.000 | \$1,585.21               |
|               |                                 |                     | <u>Net Revenues</u>      |
|               |                                 |                     | <u><u>\$1,585.21</u></u> |
| Expenditures: | Salaries Pay Out - PTO&SICKTIME | 101-215-000-708.004 | \$1,585.21               |
|               |                                 |                     | <u>Net Expenditures</u>  |
|               |                                 |                     | <u><u>\$1,585.21</u></u> |

Increase budget for Capital Outlay for professional service of OHM Advisors for the improvements of the Civic Center. This is funded by an Appropriation of Prior Year Fund Balance.

|               |                              |                     |                           |
|---------------|------------------------------|---------------------|---------------------------|
| Revenues:     | Prior Year Fund Balance      | 101-000-000-699.000 | \$37,200.00               |
|               |                              |                     | <u>Net Revenues</u>       |
|               |                              |                     | <u><u>\$37,200.00</u></u> |
| Expenditures: | Capital Outlay - Improvement | 101-970-000-971.008 | \$37,200.00               |
|               |                              |                     | <u>Net Expenditures</u>   |
|               |                              |                     | <u><u>\$37,200.00</u></u> |

**206 - FIRE FUND**

**Total Increase \$0.00**

Request line transfer to cover for existing and future expenses for Station #1, Station #3 and Station #4 auto & truck maintenance and repair. The current repairs to Station #1 Ladder Truck 14-1 include; replaced radiator, complete brakes, eight new tires, pump seals, and replace worn wiring harnesses. The Chief is requesting to reduce budgeted funds from his department 206-970 -Capital Outlay Improvement to increase budgeted funds to his department 206 -206 operations for the auto & truck maintenance and repair. When moving budgeted funds from one department to another, it requires Board approval. This will be funded by a line item transfer of funds.

|               |                              |                     |                             |
|---------------|------------------------------|---------------------|-----------------------------|
| Expenditures: | Capital Outlay Improvements  | 206-970-000-971.008 | (\$20,000.00)               |
|               |                              |                     | <u>Net Revenues</u>         |
|               |                              |                     | <u><u>(\$20,000.00)</u></u> |
| Expenditures: | Auto & Truck Main Station #1 | 206.206.000.863.001 | \$16,000.00                 |
|               | Auto & Truck Main Station #3 | 206.206.000.863.003 | \$3,000.00                  |
|               | Auto & Truck Main Station #4 | 206.206.000.863.004 | \$1,000.00                  |
|               |                              |                     | <u>Net Expenditures</u>     |
|               |                              |                     | <u><u>\$20,000.00</u></u>   |

**212 - BIKE, SIDEWALK, RECREATION, ROAD AND**

**GENERAL OPERATIONS FUND (BSR II)**

**Total Increase \$50,000**

Increase the budget for Connecting Communities Program - Textile Road Bike Path. This will increase the total of the grant from the County to the appropriate amount of \$325,000. This will be funded by reimbursement from a grant through the County.

|               |                           |                     |                         |
|---------------|---------------------------|---------------------|-------------------------|
| Revenues:     | County Grant              | 212-000-000-540.000 | \$50,000                |
|               |                           |                     | <u>Net Revenues</u>     |
|               |                           |                     | <u><u>\$50,000</u></u>  |
| Expenditures: | Capital Outlay/Bike Paths | 212-970-000-997.000 | \$50,000                |
|               |                           |                     | <u>Net Expenditures</u> |
|               |                           |                     | <u><u>\$50,000</u></u>  |

**236 - 14B DISTRICT COURT FUND**

**Total Increase \$534.00**

Increase expenditure for employee who has requested more than the 32 hours of PTO hours budgeted at 100%. This payout will be for 75% of the PTO hours. This will be funded by an Appropriation of Prior Year Fund Balance.

|               |                              |                     |                         |
|---------------|------------------------------|---------------------|-------------------------|
| Revenues:     | Prior Year Fund Balance      | 236-000-000-699.000 | \$534.00                |
|               |                              |                     | <u>Net Revenues</u>     |
|               |                              |                     | <u><u>\$534.00</u></u>  |
| Expenditures: | Salaries Pay Out & Sick time | 236-136-000-708.004 | \$534.00                |
|               |                              |                     | <u>Net Expenditures</u> |
|               |                              |                     | <u><u>\$534.00</u></u>  |

Motion to Amend the 2014 Budget (#10):

Move to increase the General Fund budget by \$38,785 to \$10,842,767 and approve the department line item changes as outlined.

Move to do a line item transfer for the Fire Fund budget to decrease line in department 206-970 and to increase lines in department 206-206 by \$20,000 to and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road and General Operations (BSRII) Fund budget by \$50,000 to \$4,869,148 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$534 to \$1,354,655 and approve the department line item changes as outlined.

# ORDINANCE NO. 2014-438

Amending Ordinance No. 2013-433

*An Ordinance to Amend the Code of Ordinances,  
Chapter 48 entitled Property Maintenance, Article III,  
One and Two Unit Dwelling Rental Properties*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance**, Article III entitled One and Two Unit Dwelling Rental Properties, is amended as follows:

**ADD:** the following new provision:

**Unpaid fees: assessment**

All fees imposed pursuant to Sections 4848 that remain unpaid after 14 days written notice to the owner shall be assessed against the property as a lien and places on the tax roll.

**Severability**

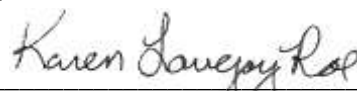
Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

**Effective Date and Repeal of Conflicting Ordinances**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after 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 approval of the first reading of Proposed Ordinance No. 2014-438 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 19, 2014. The second reading is scheduled to be heard on September 16, 2014.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
ORDINANCE NO. 2014 - 439**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2014, existing sewage disposal service rates shall prevail. For all billings rendered from October 1, 2014, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

**Schedule A:**

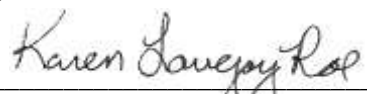
| Meter Size<br>(inch) | Allowed Usage<br>Cubic Feet | CAPITAL CHARGE        |               | OM&R                    |               | TOTAL                 |               |
|----------------------|-----------------------------|-----------------------|---------------|-------------------------|---------------|-----------------------|---------------|
|                      |                             | Contract<br>Community | All<br>Others | Contract<br>Communities | All<br>Others | Contract<br>Community | All<br>Others |
| 5/8-3/4              | 600                         | \$1.28                | \$1.28        | \$17.07                 | \$21.12       | \$18.34               | \$22.40       |
| 1                    | 1000                        | \$2.15                | \$2.15        | \$28.53                 | \$34.75       | \$30.68               | \$38.11       |
| 1½                   | 2100                        | \$4.70                | \$4.70        | \$58.53                 | \$71.44       | \$63.24               | \$78.64       |
| 2                    | 4000                        | \$8.54                | \$8.54        | \$112.92                | \$137.31      | \$121.46              | \$150.66      |
| 3                    | 9000                        | \$19.24               | \$19.24       | \$246.43                | \$307.24      | \$265.67              | \$337.24      |
| 4                    | 16200                       | \$34.63               | \$34.63       | \$470.07                | \$553.74      | \$504.71              | \$607.75      |
| 6                    | 36000                       | \$76.96               | \$76.96       | \$1,013.52              | \$1,232.34    | \$1,090.49            | \$1,352.43    |
| 8                    | 66000                       | \$141.06              | \$141.06      | \$1,849.80              | \$2,251.06    | \$1,990.86            | \$2,470.90    |
| 10                   | 102000                      | \$214.79              | \$214.79      | \$2,863.34              | \$3,483.39    | \$3,078.13            | \$3,820.10    |
| 12                   | 150000                      | \$320.61              | \$320.61      | \$4,214.71              | \$5,126.45    | \$4,535.33            | \$5,626.48    |

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

|                      | CAPITAL CHARGE | OM&R    | TOTAL   |
|----------------------|----------------|---------|---------|
| Contract Communities | \$0.215        | \$1.847 | \$2.063 |
| All Others           | \$0.215        | \$1.947 | \$2.162 |

This Ordinance shall become effective upon the date of publication.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2014-439 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 19, 2014. The second reading is scheduled to be heard on September 16, 2014.



\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

CONTRACT  
CHARTER TOWNSHIP OF YPSIANTI

AGREEMENT is made this 19 day of August, 2014, by the Charter Township of Ypsilanti ("Township") located at 7200 Huron River Drive, Ypsilanti, Michigan 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

WHEREAS, under Michigan law, the County is responsible for handling stray dogs and other smaller animal-related issues; and

WHEREAS, under Michigan law, other local governmental entities may choose to enact their own animal control ordinance and keep the fees assessed under that ordinance; and

WHEREAS, the Michigan Attorney General has opined (Opinion #5566, September 24, 1979) that a County is not responsible to pay for the costs associated with the enforcement of a local unit of government's animal control ordinance; and

WHEREAS, the County contracts with the Humane Society of Huron Valley ("HSHV") to provide statutorily required animal control services to the County; and

WHEREAS, the Township maintains its own animal control ordinance and has been using HSHV to meet the requirements of its ordinance without paying either the County or HSHV; and

WHEREAS, the parties have agreed that the County will continue to contract with HSHV, but that the Township will contribute funds to the County to help off-set those animals handled by HSHV under the Township's animal control ordinance.

NOW THEREFORE, in consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - COMPENSATION

The parties agree that to assist the County in helping to defray its contractual costs to HSHV for providing animal control services throughout the entire County, including those animal service costs generated by the Township's Ordinance, the Township will pay the County an amount not to exceed **thirty thousand** (\$30,000.00) dollars. The Township shall pay these funds in a lump sum to the County immediately upon execution of this Contract. Payment must be sent to:

**Washtenaw County Administration  
Attn: Candace Wethington  
220 N. Main Street  
Ann Arbor, MI 48107**

ARTICLE III - TERM

This contract begins on **January 1, 2014** and ends on **December 31, 2014**.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this 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 the County, 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.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in the contract without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This contract is binding on the **Charter Township of Ypsilanti** and the County, their successors and assigns. Neither the County nor the **Charter Township of Ypsilanti** will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the **Charter Township of Ypsilanti** and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE X - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XI - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO: WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

APPROVED AS TO FORM BY

CHARTER TOWNSHIP OF YPSILANTI

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

By: *Brenda Stumbo* 8-20-14  
BRENDA STUMBO (DATE)  
Supervisor

2 *Kari Kanyo* 8-20-14  
Clerk

## ACCESS AGREEMENT

This Access Agreement ("Agreement") is made between Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Grantor"), and Revitalizing Auto Communities Environmental Response Trust, 500 Woodward Avenue, Suite 1510, Detroit, MI 48226 (the "Trust") together with its wholly-owned affiliate RACER Properties LLC (collectively, "RACER"). Grantor and RACER may be referred to in this Agreement individually as "Party" and collectively as "Parties."

Grantor is the owner of property located along the north bank of Tyler Pond, south of Airport Road ("Property"), a depiction of which is attached as Exhibit 1. The Property is nearby property owned by RACER, on which RACER is conducting certain Environmental Actions. Grantor is willing to grant access to the Property to RACER and its successors, assigns, employees, consultants, contractors, subcontractors, and other agents (collectively, "Representatives") subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **License:** Grantor grants to RACER and its Representatives a non-exclusive license to enter upon the Property solely to perform Permitted Activities, (as defined below). Nothing in this Agreement shall limit Grantor's rights to access (or provide others access) onto the Property.
2. **Permitted Activities:** RACER and its Representatives may access the Property to perform the scope of work is set forth in Exhibit 2. Modifications to the scope or work, if any, will be provided to Grantor for review prior to implementation. Permitted Activities shall include, but not be limited to: utility location, soil boring installation, monitoring well installation, surveying, and gauging and sampling of monitoring wells. Grantor agrees that the United States Environmental Protection Agency ("USEPA") or Michigan Department of Environmental Quality ("MDEQ") and their Representatives may access the Property for the purpose of overseeing or supervising Permitted Activities; subject to the provisions contained herein.
3. **Term:** This Agreement shall be effective on the date on which it is signed below by the latter of the two Parties ("the Effective Date"), and shall expire upon completion of the Permitted Activities or the passage of five (5) years, whichever is sooner, except for provisions expressly designated in this Agreement as surviving the expiration date. Except as otherwise provided in this Agreement, RACER may terminate its rights and obligations by providing ten (10) days' notice to Grantor.
4. **Operations:** In completing the Permitted Activities:
  - a. RACER shall use all commercially reasonable efforts to avoid: (i) damage to the Property (and persons and personal property thereon); (ii) interference with Grantor's or any other party's operations at the Property; and (iii) to the fullest extent possible, access to the Property by any unauthorized persons.
  - b. Grantor shall use all commercially reasonable efforts to avoid interference with RACER's operations at the Property.
  - c. RACER shall: (i) comply with all applicable laws, reasonable written procedures established in advance by Grantor and the requirements of any insurance carriers insuring the Property or any interests therein that are communicated to RACER in writing in advance; and (ii) obtain all permits required for the Permitted Activities and promptly deliver copies to Grantor at Grantor's request.



- d. RACER shall repair any damage to the Property resulting from the Permitted Activities within thirty (30) days before the expiration of this Agreement, and shall leave the Property in substantially the same condition it was on the date of the execution of this Agreement.
- e. Any equipment installed on the Property by RACER shall remain RACER's personal property. RACER shall promptly remove its personal property from the Property after the termination of this Agreement.

5. **Indemnification:**

- a. RACER shall release, indemnify, defend, and hold Grantor harmless from and against claims, losses, damage, injuries, liabilities, fines and penalties, (collectively, "Claims") to the proportionate extent arising from the negligence or willful misconduct in the performance of the Permitted Activities conducted by RACER or its Representatives. Nothing herein shall limit the obligations of RACER and its Representatives to maintain Insurance under Paragraph 7 below, or affect Grantor's right and ability to recover under such insurance policies as an additional insured.
- b. Grantor shall indemnify, defend, and hold RACER and its Representatives harmless from and against all Claims arising out of: (i) the breach by Grantor of its obligations under this Agreement, or (ii) the negligence or willful misconduct of Grantor or any Representative thereof.
- c. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall an indemnifying party be liable to the other for: (i) consequential damages or lost income, value or profits or punitive or treble damages of any type or manner, even if foreseeable; and (ii) any Claim arising from the act or omission of the indemnified party.

6. **LIMITATION OF LIABILITY:**

**RACER'S OBLIGATIONS HEREUNDER SURVIVE EXPIRATION OF THIS AGREEMENT, PROVIDED THAT ANY INDEMNIFICATION OR OTHER OBLIGATIONS OF RACER ARE LIMITED BY THE TERMS OF THE SETTLEMENT AGREEMENT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY.**

7. **Insurance:**

- a. Prior to entering the Property to conduct Permitted Activities, RACER shall obtain, and throughout the Term maintain, Insurance against all claims for personal injury (including death), and property damage, under a policy or policies of comprehensive general liability insurance with limits at least equal to \$1,000,000 per occurrence from a reputable company or companies licensed to do business in the State of Michigan.
- b. RACER and its Representatives shall obtain, and throughout the Term maintain, workers' compensation insurance to cover any employees engaged in the Permitted Activities.
- c. RACER contractors and consultants that perform Permitted Activities on the Property shall obtain, and throughout the Term maintain, umbrella or excess liability insurance and contractor's general, professional, and pollution liability insurance providing not less than \$25,000,000 in aggregate coverage from a reputable company or companies licensed to do business in the State of Michigan. These policies shall name Grantor as an additional insured, and shall be primary to RACER's policies.

- d. RACER shall provide Grantor with a minimum of thirty (30) days' notice of cancellation of any insurance maintained under this paragraph. All policies of insurance maintained under this section shall be endorsed to provide a waiver of subrogation as to Grantor and its Representatives. The coverage must provide for separation of insureds and must not include a cross-suits exclusion. All such policies shall be primary to any other insurance coverage available to Grantor. RACER and its Representatives shall obtain and deliver to Grantor certificates of insurance evidencing the coverage required by this Section in advance of any access to the Property.

8. **Notice:**

- a. RACER or its Representatives will notify Grantor or Grantor's Representatives, a minimum of forty-eight (48) hours before accessing the Property to complete Permitted Activities. In the event of any emergency or where otherwise required by law, RACER shall make reasonable efforts to notify Grantor or Grantor's Representatives before accessing the Property. Notices regarding accessing the Property to complete Permitted Activities or in the event of an emergency or where otherwise required by law, shall be made by electronic mail or telephone.
- b. All other notices required to be given pursuant to this Agreement shall be sent by certified or registered mail, or by an overnight courier (Federal Express or U.P.S.), along with an electronic mail copy to the following addresses:

To RACER:

Grant Trigger  
Cleanup Manager  
RACER Trust  
500 Woodward Avenue, Suite 1510  
Detroit, MI 48226  
Email: gtrigger@racertrust.org

and

To Grantor:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Email: \_\_\_\_\_

9. **Governing Law:** Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in courts of the State of Michigan, except to the extent that the United States Bankruptcy Court for the Southern District of New York, Case No. 09-50026 (REG), has exclusive jurisdiction over claims brought under Paragraph 102 of the Settlement Agreement. Service of process, summons, notice or other document sent to the address in Paragraph 8 is effective service of process for any suit, action or other proceeding brought in courts of the State of Michigan or in the Bankruptcy Court.

10. **Entire Agreement:** The terms and conditions of this Agreement shall not be modified other than by a written agreement signed by both parties, all of which together with this Agreement and Exhibits (and the Settlement Agreement) constitute a fully executed agreement.
11. **Severability:** If any term of this Agreement is found to be unenforceable in any jurisdiction, then such term shall be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement shall remain in full force and effect.
12. **Assignability:** Neither this Agreement, nor any rights hereunder, may be assigned, whether voluntarily or by operation of law, except in strict compliance with the provisions hereof.
13. **Cost of Enforcement:** In the event any declaratory or other legal or equitable action is instituted between Grantor and RACER in connection with this Agreement, then the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees and costs.
14. **Survival:** The terms and conditions provided herein survive the expiration of this Agreement.
15. **Environmental Report:** RACER shall provide to Grantor a copy of all final reports submitted to USEPA or MDEQ containing data or information from RACER's completion of Permitted Activities on the Property.

The Parties or their duly authorized representatives hereby represent and warrant that each has the requisite authority to execute this Agreement and has done so on the date specified below.

GRANTOR:

\_\_\_\_\_

By: Dorenda L. Stumbe  
Kan Chanjey Raf

RACER:

By: Grant C. Trigger  
 Grant Trigger  
 Cleanup Manager

8-20-14  
 Date 8-20-14

7-17-14  
 Date

**EXHIBIT 1**  
**DEPICTION OF THE PROPERTY**

Property located along the north side of Tyler Pond, south of Airport Road.



**CONESTOGA-ROVERS  
& ASSOCIATES**

14496 Sheldon Road, Suite #200  
Plymouth, Michigan 48170  
Telephone: (734) 453-5123 Fax: (734) 453-5201  
www.CRAworld.com

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## MEMORANDUM

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To: Grant Trigger  
    *BT* REF. NO.: 017358-T01

FROM: Beth Landale/Heather Hutchinson/bw/127/Det. DATE: July 8, 2014

CC: Tom Kinney, CRA  
    Scott Adamowski, CRA  
    Laina Jerdon, CRA

RE: **SCOPE OF WORK – Off-Site Investigation – Groundwater Monitoring Piezometer Installation  
    Along North Bank of Tyler Pond**

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### 1.0 Introduction

Conestoga-Rovers & Associates, Inc. (CRA) is presenting this Scope of Work (SOW) for the installation of groundwater monitoring piezometers on Ypsilanti Township property located south of Airport Road and north of Tyler Pond in Ypsilanti, Michigan (Property) as shown on Figure 1.

### 2.0 Scope of Work

CRA has identified the following scope of work:

- Install 6 pairs of wells (piezometers) along the north bank of Tyler Pond to monitor groundwater flow

Based on the issues identified, the following tasks will be completed:

Task 1.0: Project Planning  
Task 2.0: Monitoring Well Installation  
Task 3.0: Monitoring Well Gauging

#### ***Task 1.0: Project Planning***

CRA will complete all necessary project management and coordination; including third party utility locator and drilling subcontractor procurement. Access to the property will be coordinated through the township.

#### ***Task 2.0: Monitoring Well Installation***

CRA will install 6 pairs of piezometer wells along the north bank of Tyler Pond. Up to two wells will be installed at each of the 6 locations, one screened within the shallow aquifer and one screened within the

intermediate aquifer, depending on geology encountered. Three of the pairs of wells will be located at the top of the bank and the other three pairs of wells will be located at the bottom of the bank. Figure 2 presents the proposed locations, which are subject to field modification based on utilities and access. Based on the geology encountered and/or the gauging data (discussed below), additional locations may be required on the Property.

Soil borings will be advanced using a Geoprobe drill rig with auger capabilities. All drilling equipment will arrive at the Property clean and all drilling equipment will be cleaned between locations. A 1-inch diameter, polyvinyl chloride (PVC) well screen and associated riser pipe will be installed and completed at the surface with a flush mount and/or 2 foot stick up.

Waste generated will be drummed and properly labeled. CRA will coordinate with YCUA and/or township for proper staging location for characterization and disposal.

***Task 3.0: Monitoring Well Gauging***

Following the completion and development of each well, monitoring wells will be surveyed and gauged to characterize groundwater flow to Tyler Pond. Samples for laboratory analysis will not be collected, with the exception of waste characterization samples.