

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
JULY 6, 2015 WORK STUDY MEETING, TENTATIVE AGENDA**

ROLL CALL:

Supervisor Combs	_____	Trustee McClanahan	_____
Clerk Wright	_____	Trustee Miller	_____
Treasurer Budd	_____	Engineer Nummer	_____
Trustee Hart	_____	Attorney McCauley	_____
Trustee Jahr	_____	Secretary Montgomery	_____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the status of the Cobblestone Ridge Agreement for Repair, Security and Maintenance.
2. Discussion on granting Special Land Use Approval to Tim Donut U.S. Limited Inc. for a drive-through restaurant at 2141 Rawsonville Rd.
3. Discussion on Resolution 2015-25 continuation of the Downriver Wastewater Treatment System Joint Management Committee through 2015.
4. Discussion on Resolution 2015-26 the Amended Articles of Incorporation of the Downriver Utility Wastewater Authority.
5. Discussion on Resolution 2015-27 to amend the Western Township Utilities Authority (WTUA) Wastewater Disposal Agreement.

PUBLIC COMMENT:

ADJOURNMENT:

CLOSED SESSION:

ADJOURNMENT:

Charter Township of Van Buren

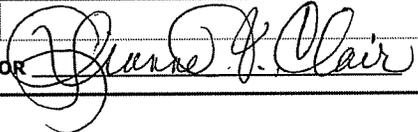
Agenda Item: _____

Work Study Meeting Date: July 6, 2015

REQUEST FOR BOARD ACTION

	Consent Agenda	x	New Business	Unfinished Business	Public Hearing
ITEM (SUBJECT)	To discuss the Agreement for Repair, Security and Maintenance for Cobblestone Ridge.				
DEPARTMENT	Developmental Services				
PRESENTER	Patrick Sloan, McKenna & Associates Acting Director, Planning & Economic Development				
PHONE NUMBER	734-699-8913				
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Patrick B. McCauley – Gasiorek, Morgan, Greco, McCauley & Kotzian P.C. Ronald A. Deneweth – Deneweth, Dugan & Parfitt, P.C.				

Agenda topic

ACTION REQUESTED:	
To discuss ordinance issues relative to the Cobblestone Ridge development and the 2011 Agreement for Repair, Security and Maintenance.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Email sent on behalf of Patrick B. McCauley, Esq. to VBTPlanningDir dated 6/30/2015, including attachments labeled "A," "B," "C," and "D"	
BUDGET IMPLICATION	None, at this time.
IMPLEMENTATION NEXT STEP	Board to determine and direct.
DEPARTMENT RECOMMENDATION	None, at this time.
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	None, at this time.
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

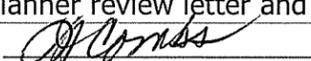
WORK STUDY MEETING DATE: 7/6/15

BOARD MEETING DATE: 7/21/15

Consent Agenda _____ New Business _____ **Unfinished Business: X** Public Hearing _____

ITEM (SUBJECT)	Consider Granting Special Land Use Approval to Tim Donut U.S Limited Inc., for a Tom Horton's Drive-Through Restaurant at 2141 Rawsonville Road.
DEPARTMENT	Planning
PRESENTER	Patrick Sloan, McKenna Associates
PHONE NUMBER	(248) 596-0920
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	Approval of request for special use approval for modifications to the drive-through restaurant at 2141 Rawsonville Road in the C-1 Zoning District as Required By Section 12.03 of the Township Zoning Ordinance 06-02-92, as Amended, subject to conditions of preliminary site plan approval.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	The applicant proposes to renovate the existing Tom Horton's fast food restaurant with drive-through, located on the east side of Rawsonville Road, just south of I-94 Service Drive. The existing drive-through lane is being lengthened and extended to the east, directing traffic closer to adjacent uses and parcels, which necessitated a new public hearing and special land use approval. At its May 27 th 2015 meeting, the Planning Commission unanimously voted to recommend that the Board of Trustees grant Special Land Use Approval for this request, subject to few revisions to the site design elements such as accurate landscape material count, drive-through speaker volume and frequency control, corrected parking calculations etc. Minutes from the Planning Commission approval are attached, along with the referenced McKenna Associates review letters for Site Plan Review and Special Land Use Review (both letters dated June 2, 2015).
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	If the Special Land Use is approved, the project returns to the Planning Commission for Final Site Plan Review and Approval.
DEPARTMENT RECOMMENDATION	Approval of Special Land Use permit, subject to final site plan approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval
ATTORNEY RECOMMENDATION	N/A <small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>
ADDITIONAL REMARKS	Planner review letter and PC meeting minutes attached.
APPROVAL OF SUPERVISOR	

**CHARTER TOWNSHIP OF VAN BUREN
PLANNING COMMISSION
June 10, 2015
MINUTES**

Chairperson Thompson called the meeting to order at 7:32 p.m.

ROLL CALL:

Present: Johnson, Boynton, McKenna, Budd, Franzoi and Thompson.

Excused: Kelley.

Staff: Secretary Harman.

Planning Representatives: McKenna Associate, Sally Hodges and Wade Trim Associate, David Nummer.

Audience: Four (4).

APPROVAL OF AGENDA:

Motion McKenna, Johnson second to approve the agenda of June 10, 2015 as presented.

Motion Carried.

APPROVAL OF MINUTES:

Motion Boynton, Franzoi second to approve the minutes from May 27, 2015 as presented.

Motion Carried.

NEW BUSINESS:

ITEM # 1 CASE# TLU 15-011

TITLE: **THE APPLICANT, ANGRY TIGER FIREWORKS, IS REQUESTING TEMPORARY LAND USE APPROVAL BEYOND THE ADMINISTRATIVELY ALLOWABLE SEVEN (7) CONSECUTIVE DAYS AND REQUIRES PLANNING COMMISSION APPROVAL AS DETAILED IN SECTION 4.44 OF TOWNSHIP ZONING ORDINANCE 06-02-92, AS AMENDED (Public Hearing held on 05/27/15).**

LOCATION: **METRO PARTY STORE, 41001 E. HURON RIVER DRIVE. THIS SITE IS LOCATED AT THE SW CORNER OF E. HURON RIVER DRIVE AND OLD HAGGERTY.**

Frank Mattei of Angry Tiger Fireworks gave the presentation. The applicant has met previously addressed criteria requested by the Planning Commission and the Fire Marshall.

Hodges of McKenna Associates presented the staff review. The review explained a number of criteria yet to be met by the applicant. The Planning Commission walked the applicant through the seven (7) items in the staff review letter dated 6-3-15. Mr. Mattei has agreed to address all seven (7) items and to have three (3) fire extinguishers located on the site.

Commissioner Boynton read the Fire Department review letter dated 5-23-15 recommending approval subject to an affidavit of intent to comply with NFPA 1123, 1124 and 1125 as required by the State of Michigan and the Township of Van Buren, and provided by the applicant.

Motion Boynton, Franzoi second to grant temporary land use approval to Angry Tiger Fireworks at the Metro Party Store located at 41001 E. Huron River Drive subject to the conditions in Battalion Chief McInally's Fire Department review letter dated 5-23-15, the staff review letter dated 6-3-15 and having three (3) fire extinguishers on site. Motion Carried. (Letters Attached)

ITEM # 2 CASE# 15-006 (SLU & SPR)

TITLE: THE APPLICANT, TIM DONUT U.S. LIMITED INC., IS REQUESTING SPECIAL LAND USE APPROVAL FOR A DRIVE THROUGH RESTAURANT. A DRIVE THROUGH RESTAURANT IS A SPECIAL USE IN THE C-1 DISTRICT. A SPECIAL LAND USE REQUIRES A PUBLIC HEARING, WHICH WAS HELD BY THE PLANNING COMMISSION AT ITS MEETING ON MAY 27, 2015.

LOCATION: TIM HORTONS RESTAURANT, 2141 RAWSONVILLE ROAD. THIS SITE IS ON THE EAST SIDE OF RAWSONVILLE ROAD, SOUTH OF THE I-94 SOUTH SERVICE DRIVE AND NORTH OF HURON RIVER DRIVE.

Mark Kellenberger gave the presentation. The applicant addressed previously discussed items: landscape calculations, parking calculations, the grease trap inside the building, building material samples to be presented to the commission at the next meeting for approval and the sign package dimensions.

Hodges of McKenna Associates presented special use review letter dated 6-2-15 recommending the Planning Commission recommend special approval to the Township Board subject to final site plan approval and satisfactory controls on the volume and frequency output from the speakers, to be determined with the site plan.

Hodges of McKenna Associates presented preliminary site plan review letter dated 6-2-15 recommending the Planning Commission grant preliminary site plan approval subject to the six (6) conditions in the letter being addressed prior to final site plan approval.

David Nummer of WadeTrim presented preliminary site plan review letter dated 6-1-15 recommending the Planning Commission grant preliminary site plan approval on the condition that only two (2) RV/semi parking spaces are proposed.

Commissioners discussed the width of the drive-through.

No comments from the audience.

Motion McKenna, Boynton second to recommend to the Township Board special use approval for Tim Horton's located at 2141 Rawsonville Road subject to the McKenna review letter dated 6-2-15 citing subject to final site approval. (Letters Attached)

Roll Call:

Yeas: McKenna, Budd, Boynton, Johnson, Franzoi and Thompson.

Nays: None.

Absent: Kelley.

Motion Carried.

Motion Johnson, Boynton to grant preliminary site plan approval to Tim Donut, USA located at 2141 Rawsonville Road subject to conditions in the McKenna Associates review letter dated 6-2-14, WadeTrim review letter dated 6-1-15 and the two (2) conditions in the Fire Department review letter dated 5-23-15. Motion Carried. (Letters Attached)

GENERAL DISCUSSION:

ITEM # 1 PROPOSED BELLEVILLE LAKE ORDINANCE

TITLE: REVIEW AND COMMENTS ON THE PROPOSED DRAFT ZONING ORDINANCE AMENDMENT TO ADD NEW REGULATIONS CREATING TWO NEW ZONING DISTRICTS AND REGULATIONS FOR LAKE STRUCTURES ON TOWNSHIP-OWNED LAKE LAND.

Sally Hodges of McKenna Associates gave the presentation. Commission members focused discussion on lake structures and looked at photographs of structures currently in place. Commissioner McKenna organized two (2) boat trips one following meeting adjournment and one on Friday, June 12, 2015 for Commissioners to have a better look at what structures are already in place.

Motion Boynton, McKenna second to adjourn at 8:29 p.m. Motion Carried.

Respectfully submitted,

Christina Harman
Recording Secretary

June 2, 2015

Planning Commission
Charter Township of Van Buren
46425 Tyler Road
Belleville, MI 48111

Subject: VBT-14-005 SPR; Tim Horton's Rawsonville Road; Site Plan Review #3; Revised Plans Dated April 15, 2015

Dear Commissioners:

The applicant proposes to renovate the existing Tim Horton's at 2141 Rawsonville Road. The use would remain the same – a fast-food restaurant with a drive-through located on the east side of Rawsonville Road just south of I-94 Service Drive. Our comments follow:

- 1. Use.** The site is zoned C-1 (General Business). Drive-through restaurants are permitted subject to special approval. The drive-through lane is being lengthened and extended to the east, directing traffic closer to adjacent parcels and uses. Special approval, with public hearing by the Planning Commission and recommendation to and approval by the Township Board, is required. The public hearing was held May 27th. Our special approval comments are under separate cover.
- 2. Dimensional Requirements.** The required front yard setback is 75 feet. The existing building is located at a setback of 39 feet and is an existing nonconforming structure.
- 3. Circulation.** The site has direct access to Rawsonville Road and secondary access to I-94 S Service Drive. The south driveway (off Rawsonville) is over 100 feet from the intersection of Rawsonville Road and the I-94 South Service Drive. The northern driveway is less than 100 feet from that intersection, however, that driveway is not on Tim Horton's property (it is part of the right-of-way), and it is designed to also accommodate the driveway leading to the single family dwellings east of Tim Horton's. We recommend that the driveway be allowed to remain as-is.

The redesigned drive-through allows a substantially longer stacking lane, extending east on the site. This is an improvement over the existing design which has caused stacking back-ups off-site. The redesigned plan also provides a 15-16 foot wide bypass lane adjacent to the drive-through stacking area, which narrows to approximately 13 feet near the pick-up window but will allow for passage.

- 4. Landscaping and Screening.** A total landscape area equal to 5% of the paved area is required, and has been provided. The Ordinance requires one (1) tree per 3,000 square feet of landscaped open space. Please provide calculations to confirm compliance.

Also, there must be 1 tree per 100 square feet of Vehicular Surface Landscaping and planted within the landscape islands. The calculations on the landscape plan appear incorrect and state the requirement as 1 *plant* per 100 square feet of interior landscape area. The requirement is for *trees*, not plants. The plan must clearly include all calculations and a summary of the total number of trees and shrubs required and provided.

Most of the landscaping on the site is within the large central landscape island. Five new trees are proposed in this area, including 4 boxwoods along the curve to separate the loading area from the drive-through lane. However, the plant list notes only 3 boxwoods, and must be corrected. The cross-hatched portion of the island appears to show saving existing shrub plantings – this must be addressed as we believe those plants will be harmed during the construction of the larger island. The Planning Commission may approve modifications to the required landscaping if it satisfies the intent of the Ordinance standards. The required landscape maintenance statement must be added to the plan, including regular maintenance practices and annual replacement of dead or diseased plants.

5. Parking. The parking requirements are as follows:

Standard	Applicable Measurement	Number of Spaces Required	Number of Spaces Provided
22 spaces per 1000 sq. ft. of usable floor area	1,408 square feet UFA	31 spaces	33 spaces, including 2 HCP
2 longer spaces for trucks and RVs if within ½ a mile of interstate	The site is less than ½ a mile from I-94	2 spaces	4 spaces
1 space per employee	5 employees	5 spaces	5 spaces
	Minimum Required:	36 spaces + 2 RV spaces	
	Maximum Permitted (Min + 20%):	46 spaces	
		Total Proposed:	42 spaces (including 2 HCP + 4 RV parking)

The number of RV parking spaces is excessive for a typical situation. We continue to recommend that the applicant remove the 2 RV parking spaces along the north property line and replace those with landscaping and a curb. This would leave the site with 40 spaces, including the required 2 RV spaces.

The parking calculations on sheet TH1.0 must be corrected with regard to required parking and stacking. Spaces between the order station and pick-up window are considered stacking spaces and not required parking spaces.

- 6. Drive-Through Speakers.** The site plan must include a note on the volume and frequency controls, along with other ways to ensure the speakers do not become a nuisance.
- 7. Lighting.** The site has multiple light poles, of which most if not all, exceed the 25 foot height limit. If these do not need to be replaced at this time, they can remain. The revised plan includes an illegible photo of the existing fixture. Per our site observations, these are typical freeway style floodlight fixtures with an adjustable head. The plan notes that the lights will be adjusted as necessary to prevent light spillover onto adjacent properties. The light fixtures must be modified to prevent the angle of light from glaring off-site.
- 8. Elevations.** Elevations indicating the proposed changes to the building façade are provided. The existing building is brick veneer with a wide band of EIFS around the top. The proposed changes include repainting the existing façade and roof in shades of brown and beige. Striped awnings are

proposed across the front façade windows and main entry door. Accent lighting above the awnings is also included to create a café appearance. The following items must be addressed:

- a. Label the existing and proposed facade materials on the elevations. It appears that the EIFS cornice across the front is to be covered with material labeled "FC-1", please clarify.
- b. The proposed façade materials and colors should be presented at the Planning Commission meeting for approval.

9. Signs. At the public hearing the applicant stated the sign changes shown on the plans have been approved and made. Several sign permits were granted by the Township last year, but it is not clear whether the requested signs have been changed, or if the sign modifications included with the site plan are the same as those previously approved. To avoid conflict between the site plan, other approved permits and existing signs, the applicant must revise the site plan and clearly label (with dimensions, etc.) all existing signs and distinguish them from any that are newly proposed. For example, it is not clear whether the pre-order board has been approved by the Township or whether it is new.

10. Dumpster. A new dual dumpster enclosure will be in the southeast corner of the site. The enclosure will use face brick and have a masonry cap and steel reinforced wood gates. Typical details have been provided, and must note that the masonry and color will match the building.

RECOMMENDATION

The site plan has been revised to address previous concerns and make the overall site more functional. Therefore, we recommend that the Planning Commission grant preliminary site plan approval subject to the following items being addressed on the plan prior to final site plan approval:

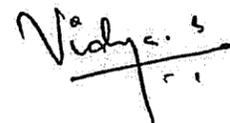
1. Correction to parking calculations on the plan and elimination excess RV parking spaces to be incorporated into a landscape area;
2. Revisions to the landscape plan with accurate calculations and plant material counts;
3. The proposed façade materials and colors must be presented for Commission approval;
4. The following items must be addressed on the site plan:
 - a. Clearly label all existing signs and distinguish them from any that are newly proposed, providing dimensions and materials for all.
 - c. Note that the masonry colors for dumpster will match building.
 - d. Satisfactory Information regarding drive-through speaker frequency and volume controls.
5. Approval of the Township engineer.
6. Special approval by the Township Board.

Respectfully submitted,

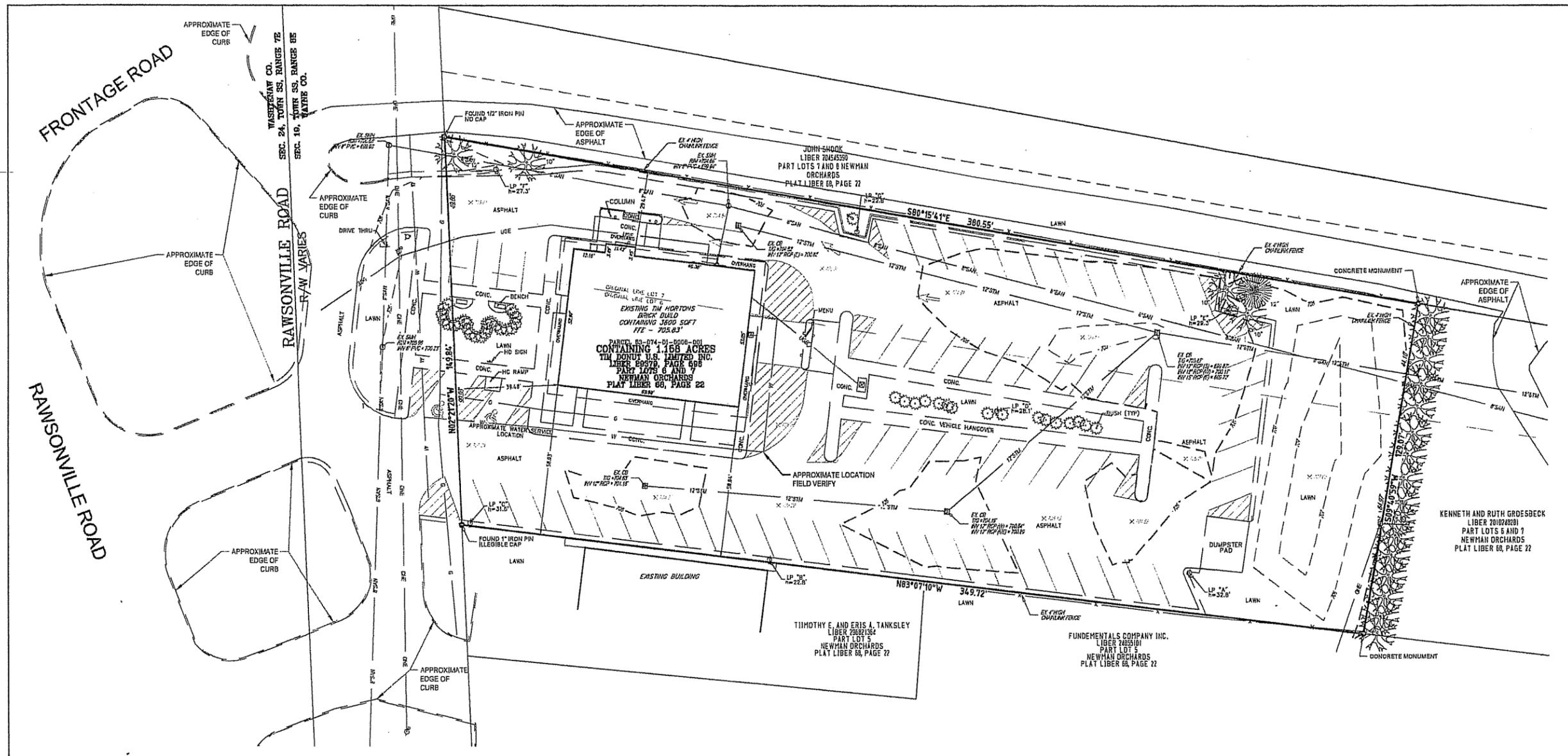
McKENNA ASSOCIATES



Sara J. Hodges, AICP, IAP2
Senior Vice President



Vidya Krishnan
Senior Planner



MAP LEGEND

◆	SITE BENCHMARK	_____	BOUNDARY LINE
○	MONUMENT FOUND (AS NOTED)	_____	ADJOINER LINE
⊕	EX. ELECTRIC TRANSFORMER	_____	EX. STORM LINE (SIZE AS NOTED)
⊕	EX. LIGHT POLE	_____	EX. SANITARY LINE (SIZE AS NOTED)
⊕	EX. POWER POLE	_____	EX. GAS LINE
⊕	EX. GAS MARKER	_____	EX. WATERLINE
⊕	EX. GAS METER	_____	EX. OVERHEAD ELECTRIC (TELEPHONE AT ROAD)
⊕	EX. SIGN	_____	EX. UNDERGROUND ELECTRIC
⊕	EX. BOLLARD	_____	EX. FENCELINE
⊕	EX. SANITARY MANHOLE	_____	EX. DECIDUOUS TREE
⊕	EX. CLEANOUT	_____	EX. CONIFEROUS TREE
⊕	EX. GATDBASIN	_____	EX. BUSH
⊕	EX. ROUND CATCHBASIN	_____	
⊕	EX. HYDRANT	_____	

SURVEY NOTES

- NORTH AND BEARING SYSTEM BASED UPON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011) AND FURTHER BASED UPON THE M.D.O.T. C.O.R.S. NETWORK IN CONJUNCTION WITH GPS OBSERVATIONS ON JANUARY 8TH AND 6TH, 2015.
- VERTICAL DATUM BASED U.D.O.T. C.O.R.S. NETWORK AND GPS OBSERVATIONS TAKEN IN CONJUNCTION WITH NGS MONUMENT 6200 (P12 6278).
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
- ALL UNDERGROUND UTILITIES ARE SHOWN TO THE BEST OF OUR KNOWLEDGE AND ARE BASED ON LOCATIONS TAKEN FROM OBSERVED EVIDENCE AND BY UNDERGROUND MARKINGS PROVIDED BY MGS DIG (S11), MGS F-010 TICKET NUMBER 484340220-028.
- ALL DATA SOURCES, DOCUMENTS AND RECORDS SHOWN HEREON ARE ON FILE IN THE WAYNE COUNTY REGISTER OF DEEDS, DETROIT, MI.
- ALL MONUMENTATION SHOWN HEREON IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- ACCESS TO THE SUBJECT PARCEL IS AVAILABLE ALONG RAWSONVILLE ROAD.
- UTILITIES IN THE FORM OF WATER, ELECTRIC, NATURAL GAS, TELEPHONE, CABLE, STORM SEWER, SANITARY SEWER ARE ALL LOCATED EITHER ON THE SUBJECT PROPERTY OR WITHIN THE PUBLIC RIGHT-OF-WAY ADJOINING SAID PARCEL.
- EXISTING BUILDINGS AND STRUCTURES ARE AS SHOWN HEREON.
- THIS IS NOT A RECORDABLE DOCUMENT FOR TRANSFER OF TITLE.
- THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY ACCORDING TO STANDARDS FOR BOUNDARY SURVEYS ACCORDING TO MICHIGAN PA 299 OF 1980, ARTICLE 23.

RECORDED LEGAL DESCRIPTION

WARRANTY DEED TO TIM HORTON U.S. LIMITED, INC.
 LIBER 20378, PAGE 608

LAND IN THE TOWNSHIP OF VAN BUREN, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

PART OF LOTS 6 AND 7 OF "NEWMAN ORCHARDS", A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 2 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, RECORDED IN LIBER 68 OF PLAT 22 OF WAYNE COUNTY RECORDS, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE ALONG THE WEST LINE OF LOTS 6 AND 7 OF SAID SUBDIVISION, NORTH, 0 DEGREES 22 MINUTES 30 SECONDS WEST, 100.00 FEET; THENCE ALONG A LINE SPLITTING LOT 7 INTO HALF, SOUTH 10 DEGREES 28 MINUTES 02 SECONDS EAST, 200.94 FEET; THENCE SOUTH 11 DEGREES 43 MINUTES 48 SECONDS WEST 129.37 FEET TO THE SOUTH LINE OF LOT 6; THENCE ALONG SAID LOT LINE NORTH 81 DEGREES 18 MINUTES 20 SECONDS WEST 300.00 FEET TO THE POINT OF BEGINNING.

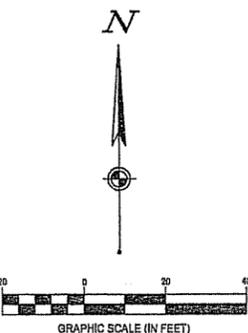
SITE BENCHMARK		NAVD88
BM "A"	8ET KATCHCH IN BASE OF EXISTING LIGHTPOLE	
ELEVATION - 700.29'	4.8' SOUTHWEST OF SW CORNER OF DUMPSTER PAD	
	12' NORTH OF EX. FENCELINE	

NOTE: AS AN AID TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TAPS AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED.

IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR OTHERWISE THAT ONE OF THE UTILITIES/STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED.

THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES, HEREIN "AS SHOWN" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

BEFORE YOU DIG
CALL MISS DIG
 1-800-482-7171

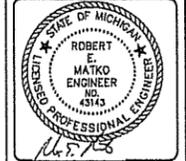


REVISIONS	NO.	DATE	DESCRIPTION
	1	4/15/15	TOWNSHIP CORRECTION



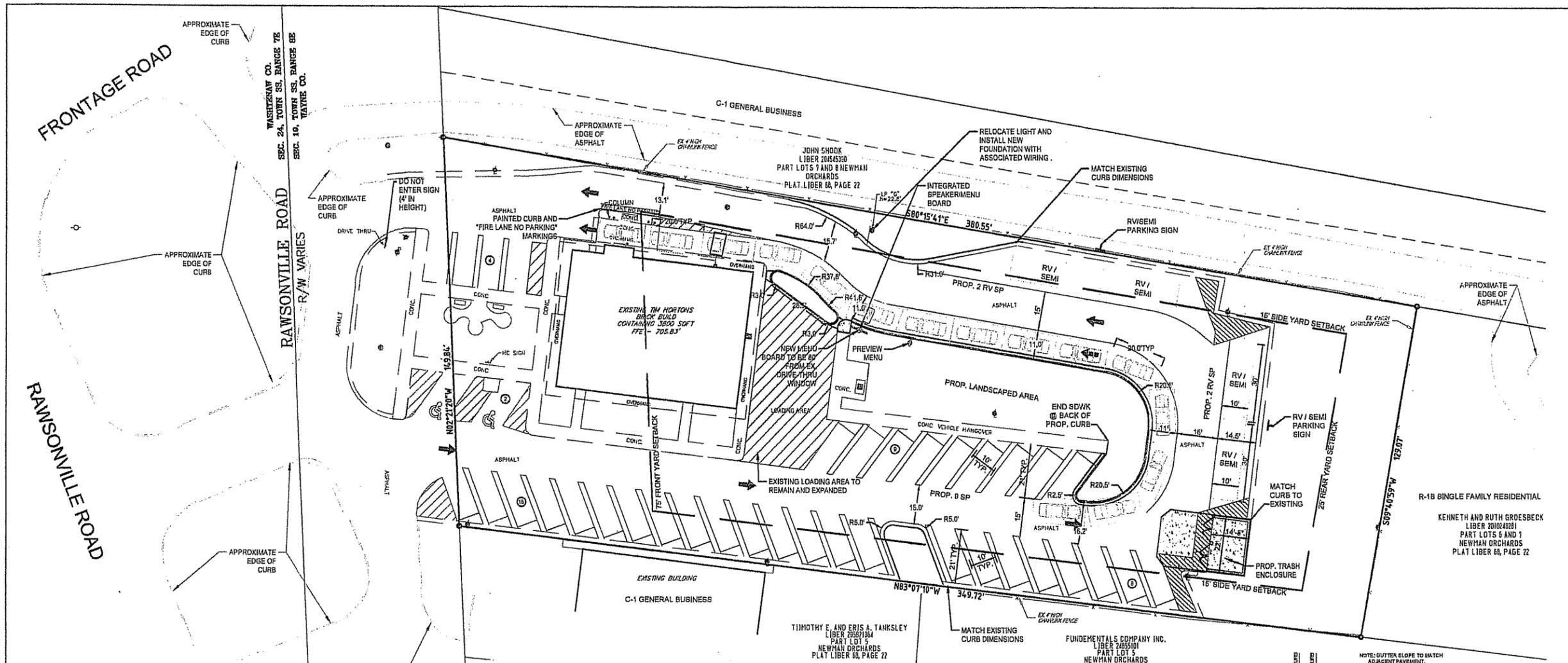
EXISTING FEATURES

TIM HORTONS-2141 RAWSONVILLE ROAD
 VAN BUREN TOWNSHIP
 WAYNE COUNTY, MICHIGAN



CESA
 CREATION TO COMPLETION
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 Engineering • Architecture • Survey • Construction Mgmt • Environmental

ISSUE/PERMIT	
DATE:	01/15/15
JOB NO.:	750501
DESIGN:	MR
DRAWN:	MR
CHECKED:	RM
SHEET NO.	TH2.0



SITE NOTES:

- ALL CONSTRUCTION SHALL CONFORM WITH THE CURRENT STANDARDS, SPECIFICATIONS, AND GENERAL CONDITIONS OF VAN BUREN TOWNSHIP.
- ALL DIMENSIONS ARE MEASURED TO THE FACE OF CURB OR FACE OF BUILDING. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), MDT SECTION 812, AND THE SHELBY TOWNSHIP PROJECT SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING CONSTRUCTION FENCE, SIGNS, ETC. TO WARN AND KEEP UNAUTHORIZED PEOPLE OFF SITE FOR THE DURATION OF THE PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING JOB SITE SAFETY PER OSHA REQUIREMENTS. AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION, CONTRACTOR SHALL PROVIDE SAFETY RAILINGS AT ALL AREAS WHERE FALL PROTECTION IS REQUIRED. ALL SIGNAGE SHALL COMPLY WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.M.U.T.C.D.).
- ALL PAVEMENT MARKINGS AND STRIPING SHALL COMPLY WITH MDT STANDARD DETAIL PAVE-858-B AND MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.M.U.T.C.D.).
 - LANE LINE: 8" WHITE (PER SECTION 3B.04 M.M.U.T.C.D.).
 - WORDING/LANE USE ARROWS AND HANDICAP AREA: WHITE (PER SECTION 3B.20 M.M.U.T.C.D.).
 - PARKING STALLS: 4" WHITE (PER SECTION 3B.19 M.M.U.T.C.D.).
 - STOP LINE: 12" WHITE (PER SECTION 3B.16 M.M.U.T.C.D.).
 - CROSSWALKS: TRANSVERSE LINES WITH DIAGONAL MARKINGS PER SECTION 3B.19 M.M.U.T.C.D. (GAP BETWEEN TRANSVERSE LINES SHALL BE 4") ALL PAINTED WHITE.
- BOLLARDS SHALL BE PLACED TO PROTECT GAS METER, ELECTRICAL AND TELEPHONE EQUIPMENT, BUILDING EQUIPMENT AT THE DRIVE THROUGH, AND TRASH ENCLOSURE.
- NEW CURB AND GUTTER ALONG EXISTING STREETS TO MATCH EXISTING CURB AND GUTTER IN KIND. IF UNDER DRAIN EXISTS, IT SHALL BE REPLACED.
- ANY SIDEWALK DAMAGED DURING CONSTRUCTION SHALL BE REPLACED. REFER TO SHEET TH-1 FOR SIDEWALK & PAVEMENT DETAILS.
- ALL CURBS TO BE PITCH IN TYPE EXCEPT WHERE SHOWN ON SITE PLAN.
- PAINTED STANDARD PARKING SPACE AND ISLAND STRIPE COLOR SHALL BE YELLOW FOR ASPHALT PAVEMENT AND CONCRETE PAVEMENT.
- CONTRACTOR WILL COMPLETE ALL SITE WORK: FINAL GRADING, LANDSCAPING, SEEDING, PAVING, AND REMOVAL OF DEBRIS.
- HANDICAP REQUIREMENTS SHOWN ON THE DRAWINGS ARE MINIMUM REQUIREMENTS. DEVELOPMENT SHALL BE IN ACCORDANCE WITH FEDERAL AND LOCAL REQUIREMENTS FOR HANDICAP ACCESSIBILITY, INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES.
- PRIOR TO FINAL ACCEPTANCE OF STORE BY OWNER, THE SITE SHALL BE CLEAN OF ALL DEBRIS AND TRASH.

LEGEND

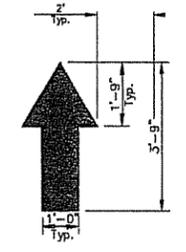
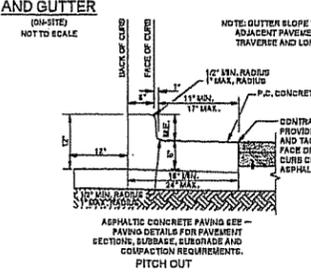
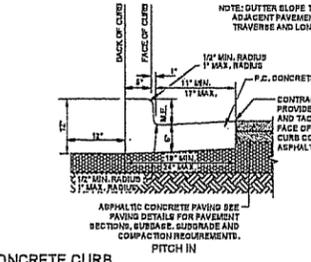
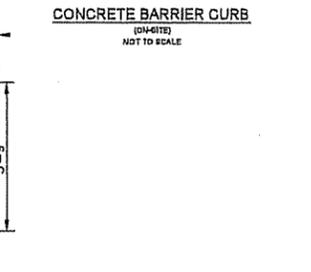
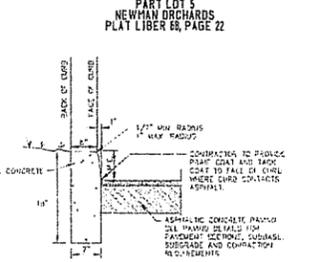
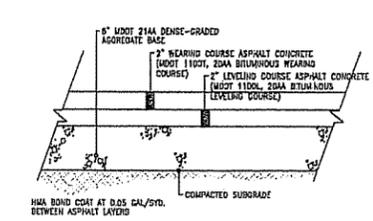
EXISTING
REFER TO EXISTING CONDITIONS PLAN

PROPOSED

- SIGN
- CONCRETE CURB & GUTTER
- PAVEMENT / WALK
- CONCRETE

PARKING CHART

PARKING SPACES	H.C. 10' x 21'	STD. 80' 10' x 21'	RV & SEMI 10' x 30'	TOTAL
EXISTING PARKING	2	84	0	86
PROPOSED PARKING	2	38	4	42



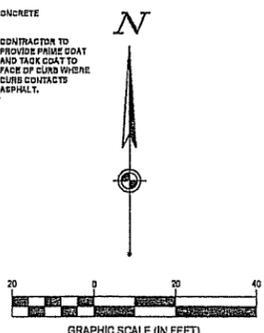
NOTE: ALL TRAFFIC FLOW ARROWS TO BE REFLECTIVE YELLOW PAINT PER SPECS.

NOTE: AS AN AID TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED.

IF THE CONTRACTOR DOES DISCOVER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR OTHERWISE THAT ONE OF THE UTILITIES/STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED.

THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "888 810" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171



REVISIONS

NO.	DATE	DESCRIPTION
1	07/20/15	TOWNSHIP COMMENT



SITE PLAN

TIM HORTONS-2141 RAWSONVILLE ROAD

VAN BUREN TOWNSHIP
WAYNE COUNTY, MICHIGAN



ISSUE PERMIT DATE: 01/15/15

JOB NO.: 750501

DESIGN: MR

DRAWN: MR

CHECKED: RM

SHEET NO. TH4.0

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2015-07-06

BOARD MEETING DATE:
2015-07-07

Consent Agenda X New Business _____ Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Resolution for continuation of the JMC through 2015
DEPARTMENT	Public Services
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Board of approval of Resolution <i>2015-25</i>	
BACKGROUND -- (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The Downriver Communities have expressed interest in extending the operation and existence of the 2014 MOU including all its terms and conditions as contained in the original MOU and its revisions and/or amendment through December 31, 2015. See attached documents.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Approval of Resolution <i>2015-25</i>
DEPARTMENT RECOMMENDATION	Township Board Approval
COMMITTEE/COMMISSION RECOMMENDATION	Downriver Utility Wastewater Authority (unanimous)
ATTORNEY RECOMMENDATION	Yes
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	Request for item to be placed on the Consent Agenda
APPROVAL OF SUPERVISOR	<i>Blombs</i>

RESOLUTION FOR CONTINUATION OF DOWNRIVER
WASTEWATER TREATMENT SYSTEM
JOINT MANAGEMENT COMMITTEE

Minutes of a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, Michigan, held in the Township, on the 7th day of July, 2015, at 7:00p.m.

PRESENT _____

ABSENT _____

On Motion of _____, supported
by _____;

WHEREAS, effective March 1, 1962, a contract (the "Contract") was entered by and between the City of Belleville, City of Ecorse, City of Lincoln Park, City of River Rouge, City of Southgate, City of Wyandotte, City of Allen Park, City of Taylor, City of Dearborn Heights, City of Romulus, City of Riverview, Charter Township of Van Buren and Charter Township of Brownstown, (hereafter collectively called "the Municipalities," individually, "the Municipality"), being Cities and Townships located in the County of Wayne, Michigan and the County of Wayne, a Charter County, (hereafter called "The County") for the purposes of establishing the Downriver Sewage Disposal System, (hereafter "the System"), for the treatment and disposal of sanitary sewage emanating from the Municipalities, and

WHEREAS, that Contract, as amended, provided for the operation of said System by the County, which contract has an expiration date of March 1, 2012, and

WHEREAS, the System has undergone a major expansion and renovation as a result of United States of America EPA and Michigan Department of Environmental Quality mandates which were set forth in a Consent Decree dated May 24, 1994 in the matter of *United States of*

America, et al vs. Wayne County Michigan, et al, Civil Action No. 87-70992, filed in the U.S. District Court, Eastern District of Michigan, Southern Division, and

WHEREAS, as a result of said Consent Decree, including the amendments thereto, the System has undergone a major renovation and expansion, the parties have issued bonds in the aggregate amount of approximately \$350 million pursuant to a Financing Plan and Final Judgment entered in the above referenced matter on March 14, 1994, and

WHEREAS, as a result of said expansion and renovation, and the resulting issuance of bond obligations, all of which have substantially changed the System from that originally designed or contemplated at the execution of the Contract, the parties desire to properly reflect the rights and obligations of the parties as their interest presently appear, and

WHEREAS, the Contract and past practices establish the County as the entity responsible for operating, managing and controlling the System, while the Municipalities are responsible for funding the operation, maintenance, expansion, renovation, rehabilitation and capital improvements to the System, and

WHEREAS, the County and Municipalities wish to adjust this relationship as to management, operation and control of the System, to allow the Municipalities more involvement in the operation, management and control of the System by forming a Joint Management Committee pursuant to the terms and conditions set forth in the Joint Management Committee Memorandum of Understanding, as revised (Exhibit 1), and

WHEREAS, the purpose of the Joint Management Committee Memorandum of Understanding (“MOU”) is to set forth the composition, duties and responsibilities of a Joint Management Committee, which Committee was formed on a one year pilot/experimental basis on January 1, 2002, for the management and control of the System, and

WHEREAS, the Municipalities and the County extended the terms of the MOU on several occasions with the most recent extension running until December 31, 2014, and

WHEREAS, the Downriver Communities have expressed interest in extending the operation and existence of the 2014 MOU including all its terms and conditions as contained in the original MOU and its revisions and/or amendment through December 31, 2015,

NOW, THEREFORE, BE IT RESOLVED THAT:

The Charter Township of Van Buren hereby approves of and authorizes the full and necessary participation in the Joint Management Committee as extended through December 31, 2015 pursuant to terms and conditions set forth in Exhibit 1.

The Township hereby designates **James T. Taylor** as its JMC representative, and _____ as its alternate representative.

This Resolution shall take immediate effect.

AYES: _____

NAYS: _____

RESOLUTION DECLARED UNANIMOUSLY ADOPTED.

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, Leon Wright, Township Clerk of the Charter Township of Van Buren, County of Wayne, Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Board of the Charter Township of Van Buren, at a Regular Meeting on July 7, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

Clerk
Charter Township of Van Buren
Wayne County, Michigan

EXHIBIT 1

December 2, 2001
First Revision September 10, 2002
Second Revision November 1, 2004
Third Revision November 2, 2005
Fourth Revision January 18, 2007
Fifth Revision January 1, 2009
Sixth Revision January 1, 2011
Seventh Revision January 1, 2013
Eighth Revision January 1, 2014

JOINT MANAGEMENT COMMITTEE MEMORANDUM OF UNDERSTANDING

I. PURPOSE

It is the purpose of this Joint Management Committee Memorandum of Understanding (hereinafter the "Agreement") to set forth the composition, duties, and responsibilities of a Joint Management Committee (hereinafter the "Committee" or the "JMC") which was formed as more particularly described below, for the management and control of the Downriver Sewage Disposal System (hereinafter the "System"). This Agreement may provide a framework for consideration of a new permanent community entity for the ownership and control of the System.

II. HISTORY

The System currently serves thirteen communities within Wayne County, namely the Cities of Belleville, Ecorse, Lincoln Park, River Rouge, Southgate, Wyandotte, Allen Park, Taylor, Dearborn Heights, Romulus, Riverview and the Charter Townships of Van Buren and Brownstown (hereinafter the "Communities"), and consists of a network of interceptors, basins, bypasses, outfalls, metering devices, pump stations, tunnels and the Wyandotte Wastewater Treatment Plant (hereinafter collectively the "Treatment Facilities"). It is understood that Local Sewer Systems connect to the System. The System and Treatment Facilities are currently being operated by Wayne County (hereinafter the "County") on behalf of the Communities pursuant to a March 1, 1962 Downriver Sewage Disposal System Contract as amended (hereinafter the "Contract") between the County and the Communities, which Contract expired on March 1, 2012. Since 1994, the System and the Treatment Facilities have undergone a major expansion and renovation pursuant to the terms and conditions of a Consent Decree dated May 24, 1994 and Financing Plan entered in the matter of United States, et al vs. Wayne County, et al., Civil Action No. 8770992 in the United States District Court for the Eastern District of Michigan. While the Consent Decree was terminated on November 28, 2005, financing obligations related to the System improvements remain in place.

The County and the Communities (together referred to as "Members") have worked together to increase the Communities' input in the operation and maintenance of the Treatment Facilities, as a result of the expansion, renovation and the resulting issuance of bond obligations, all of which have substantially changed the System and Treatment Facilities.

In particular, the Contract and past practice designates the County as the entity responsible for operating, managing and controlling the System and Treatment Facilities on behalf of the Communities, while the Communities are responsible for funding the operation, maintenance, expansion, renovation, rehabilitation and capital improvements to the System and Treatment Facilities. The Members wish to adjust this relationship as to management, operation and control of the System and Treatment Facilities through the formation of the Committee pursuant to the terms and conditions of this Agreement.

The Members acknowledge that they hold differing positions on the question of ownership of the Downriver System. It is not the intent of the parties that this Agreement in any way shall constitute a waiver of or prejudice to the respective positions of the parties on this question of ownership.

III. COMMITTEE

1. Term. The Committee was created on a pilot/experimental basis in January 1, 2002. Since then, the Memorandum of Understanding has been extended and amended. The County and the Communities desire to extend the term of this Agreement by one (1) year commencing January 1, 2014 and concluding on December 31, 2014. However, any Member may terminate its participation in the Committee at any time, by giving written notice to the Committee of the termination. The notice must specify the effective date of termination at least 60 days prior to its occurrence. If less than a majority of Members have terminated, the Committee will continue to operate unless and until a majority of member Communities terminate their participation in the Committee. If a majority of member Communities terminate participation in the Committee, the Committee will automatically dissolve.
2. Composition. The Committee shall consist of the Mayor, City Manager, City Administrator, Township Supervisor or other elected official or their designee, of each Community as selected by that Community, provided, however, that it is highly recommended that the JMC's Executive Committee shall only consist of a Community Mayor, Township Supervisor, City Manager, City Administrator or other elected official. Each Community shall also select an alternate. The Committee shall also consist of the Director of the Treatment Facility, County Executive, or his designee, and an alternate. The County and each Community shall be entitled to one

representative as set forth above in attendance at each meeting of the JMC, provided, however, that other representatives of the County and the Communities may attend and participate in discussions at meetings of the JMC. The Committee shall annually elect, by majority vote, a Chairperson, Vice-Chairperson and a Secretary to serve for a term of 1 year. The Chairperson, Vice-Chairperson and Secretary shall comprise the Executive Committee of the JMC.

3. JMC Meetings. The Committee shall meet at designated times and locations mutually convenient to the greatest extent possible for all representatives. It is anticipated that regular meetings of the JMC shall occur not more often than quarterly. Agendas will be distributed and circulated at least seventy-two (72) hours in advance of all meetings to all representatives of the Committee by the County.
4. Responsibilities. The Committee shall be responsible for the overall management and control of the System and Treatment Facilities, subject only to oversight by the Wayne County Commission and/or County Executive as the case may be. To the greatest extent possible, as allowed by applicable law, all decisions by the Committee shall be final. The Committee shall report directly, as may be required, to the County Executive through the County Department of Environment. The County shall designate the Director of the System. The Director or his designee shall report directly to the Committee. The Committee's responsibilities shall include, by way of example and not limitation the following:
 - a. Review and approval of the annual operational budget.
 - b. Approval of all contracts for operation, maintenance, repairs and modifications, where the cost exceeds \$50,000.
 - c. Review and approval of the rates and charges to be made for operation of said System, for the ensuing fiscal year.
 - d. Rates and charges for sewage disposal shall be made to each Community upon the basis of a schedule of rates and charges promulgated from time to time by the Committee. Any rates and charges specified in any such schedule shall be subject to adjustment by the Committee in accordance with the notice provisions of the Contract, if necessary, in order to provide funds to meet the obligations of this Agreement.
 - e. The County shall generate the bills and collect the revenues for the rates and charges for operation and maintenance costs of the System. Such bills shall be payable monthly or quarterly as

shall be determined by the Committee. If any Community does not pay its System rates or charges on the date when the same becomes due, then there shall be added to such charge a penalty of one percent (1%) for each month or fraction thereof for which the same remains unpaid. The payment of such operation and maintenance System charges by each Community shall be the general obligation of such Community and any method permitted by law may be utilized for the collection of such charges due under this Agreement.

- f. Each of the Communities shall establish rates to be collected from its individual users. The JMC shall not set rates for individual Communities.
 - g. Dispute Resolution.
 - h. Make final decisions on allocation of System costs among the Communities.
 - i. Other rights, interests, and responsibilities provided for in the Contract, which rights, interests and responsibilities remain in effect.
 - j. Adhere, when applicable, to the Emergency/Exigent Procurement Procedure, a copy of which is attached hereto and incorporated fully herein by reference as JMC Resolution 20061.
5. Voting. Each representative, with the exception of the County representative who shall be a non-voting member, shall have one vote on each matter voted upon by the Committee; provided however, that the Committee representatives shall use their best efforts to arrive at a consensus on all matters considered by the Committee. A quorum constituting a majority of the voting representatives of the Committee shall be required to conduct business. The duties heretofore set forth may be exercised by majority vote of the representatives of the Committee present at any meeting in which there is a quorum, except for the amendment of this Agreement, the expenditure of funds in excess of \$1,000,000.00, or the issuance of financial obligations in which case consent by 2/3's of the representatives of the Committee present shall be required, together with any other approvals which may be required by law. The meeting of the Committee shall follow the agenda previously distributed as required in Section III. 3 ("JMC Meetings") and all matters (including all supporting documentation) upon which a vote is required shall have been submitted to the Committee at least seventy-two (72) hours in advance of the meeting at which the vote is taken; provided

however, that the JMC Executive Committee may, under exceptional circumstances, consider emergency matters upon less than a seventy-two (72) hour notice. If a majority and/or 2/3's vote (whichever if required) cannot be reached or the Committee fails to act within seven (7) business days after a matter is presented for vote, the Director of the System's decision shall be final. Matters which have been presented to the Committee for action but which have been tabled, referred to subcommittee for consideration and/or upon which further information is sought, shall not be acted upon by the Director of the System, except in emergency conditions.

6. JMC Executive Committee Meeting and Duties. The JMC Executive Committee shall be comprised only of a JMC Community member's representative or its alternate, though it is highly recommended that the JMC Executive Committee shall only consist of Community Mayor, Township Supervisor, City Manager, City Administrator or other elected official. It is contemplated that membership on the JMC Executive Committee will rotate through each member Community such that the composition of the JMC Executive Committee shall change annually in order that each Community will ultimately share the responsibility of having its representative serve on the JMC Executive Committee. The JMC Executive Committee shall meet on an as needed basis between regularly scheduled meetings of the JMC. Two members of the JMC Executive Committee shall constitute a quorum. Notice of all JMC Executive Committee meetings shall be given to all JMC members at least two (2) business days prior to its meeting. The JMC Executive Committee shall perform the responsibilities of the JMC as may be necessary between regularly scheduled meetings of the JMC. The JMC Executive Committee may call special meetings of the JMC on two (2) business days prior notice.
7. Subcommittees. The Committee may establish such subcommittees including, but not limited to, technical/engineering, finance/accounting and/or legal/policy, as the Committee deems appropriate.

IV. SYSTEM OPERATION

The County shall continue to operate the System on a day-to-day basis for the benefit of and on behalf of the Communities as may be directed by the Committee consistent with applicable law. The County's duties shall include but not be limited to the following:

1. Operate and maintain the System in accordance with this Agreement and all applicable agreements, NPDES Permits, EPA and MDEQ rules, and such other federal, state and local governmental rules, regulations

and laws which may apply to the System, in order to maintain the System in good working order and repair, and increase reliability, improve performance and reduce costs of System operation.

2. The County shall provide timely and appropriate information on System operation and maintenance to the Committee and its representatives. This includes but is not limited to copies of all NPDES permit reports, periodic reports compiling dry and wet weather flow meter and rain gage information from the System Monitoring Program, information as may be required by the Committee or Community representatives relating to preventative maintenance activities, grants and loans, corrective maintenance and repairs, and information on the operational status of facilities and equipment. The County shall also inform the Committee as to the status of compliance with applicable laws, regulations, permits and agreements and steps being taken to remediate any non-compliance which may occur.
3. Provide reasonable access to the System for Committee representatives.
4. Meet periodically with representatives of the Committee to review and discuss operations and maintenance activities, plans and priorities for the System.
5. Provide periodic reports to the Committee on performance measures and benchmarks which are used to gage the overall efficiency of the System operation.
6. Preparation of a detailed line item operation and maintenance budget that the County will operate the System under irrespective of the Commission approved budget. The budget shall be presented to the Finance Committee for review, modification and approval. The Finance Committee will then present the budget to the Committee for their approval. Amendments to the Committee approved budget will be presented to the Finance Committee for approval and then presented to the Committee for their approval prior to incurring expenses in excess of budgeted amounts, when possible. In addition, the County will prepare an annual capital improvement plan to be presented to and approved by the Committee.
7. Provide prompt notice to all the Communities of any forfeiture, emergencies or excess flow that may cause the System to be restricted in its ability to handle the normal permitted flows from the Communities.

8. Operate the System so as to prevent or eliminate basement flooding in the Communities to the greatest degree possible including the use of flow restrictions and/or bypasses in accordance with the Emergency Operations Plan and monitor flows in accordance with the System Monitoring Plan.
9. The chargebacks to the System shall be in accordance with the JMC Resolution dated February 10, 2005 adopting and approving the Downriver Sewage Disposal System Wayne County Chargeback Proposal both of which are attached hereto and incorporated fully herein by reference. The reference to the "consumer price index" in Paragraph 5 of the Chargeback Proposal shall mean the Detroit All Items Consumer Price Index.
10. The County shall obtain insurance coverage which shall be charged to the System, in accordance with the recommendation made by the Committee, for any claim or lawsuit seeking monetary damages for the discharge, release or migration of pollutants (including cleanup and removal), bodily injury, property damage, personal injury, malpractice, motor vehicle liability and wrongful acts in an amount per occurrence as approved by the Committee. The Communities may obtain separate insurance coverages.
11. The County shall provide the Committee with a quarterly financial report within forty-five (45) days of the end of each quarter and an annual financial report within one hundred eighty (180) days after the end of each fiscal year containing the general status of the operation and maintenance activities, a complete breakdown of all financial revenues and expenditures for the System (including operation, maintenance and capital improvements) and the goals for the upcoming quarter. The Committee shall have full access to the books and records of the System, reasonable access to System employees, agents and representatives for informational purposes and the right to audit both operational and financial performances of the System.

V. RESOLUTION

The Communities entering into this Agreement shall do so by the passage of a formal resolution. The County Commission and/or the County Executive or his designee shall provide written acceptance of the County's participation in this Agreement.

VI. 1962 CONTRACT

The Contract shall remain in full force and effect and the parties respective rights, interests and obligations in the Contract shall not otherwise be affected by this Agreement.

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2015-07-06

BOARD MEETING DATE:
2015-07-07

Consent Agenda X

New Business _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Resolution to approve the Amended Articles of Incorporation of the Downriver Utility Wastewater Authority
DEPARTMENT	Public Services
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Board of approval of Resolution <i>2015-26</i>	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The amended articles of incorporation will add the City of Lincoln Park as a constituent community of DUWA. See attached documents.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Approval of Resolution <i>2015-26</i>
DEPARTMENT RECOMMENDATION	Township Board Approval
COMMITTEE/COMMISSION RECOMMENDATION	Downriver Utility Wastewater Authority (unanimous)
ATTORNEY RECOMMENDATION	Yes
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	Request for item to be placed on the Consent Agenda
APPROVAL OF SUPERVISOR	<i>Alombs</i>

RESOLUTION RE: APPROVAL OF THE AMENDED ARTICLES OF
INCORPORATION OF THE
THE DOWNRIVER UTILITY WASTEWATER AUTHORITY

WHEREAS the Downriver Wastewater System (the "System") provides sewage treatment and conveyance for wastewater generated in thirteen communities (the "Downriver Communities"), including Allen Park, Belleville, Brownstown Charter Township, Dearborn Heights, Ecorse, Lincoln Park, River Rouge, Riverview, Romulus, Southgate, Taylor, Van Buren Charter Township, and Wyandotte, and;

WHEREAS the System was operated by Wayne County pursuant to the Downriver Sewage Disposal System Contract (the "Contract") as amended, which was approved and placed into effect as of March 1, 1962, and;

WHEREAS the Contract had a 50-year term which expired on March 1, 2012, and;

WHEREAS in the year 2010 the communities of Allen Park, Belleville, Brownstown Charter Township, Dearborn Heights, Ecorse, River Rouge, Riverview, Romulus, Southgate, Taylor, Van Buren Charter Township, and Wyandotte created the Downriver Utility Wastewater Authority, and;

WHEREAS the Downriver Communities have expressed interest in amending the terms and conditions of the Articles of Incorporation for the Downriver Utility Wastewater Authority so as to admit the City of Lincoln Park as a constituent community, and;

WHEREAS the City of Lincoln Park has now requested to become a constituent community by joining the Authority, and;

WHEREAS the Authority and each constituent member agree to admit the City of Lincoln Park to the Authority as a constituent community by action of their respective legislative bodies approving the Amended Articles of Incorporation (attached as Exhibit A hereto) and upon the payment by the City of Lincoln Park of the organizational fee of Three Thousand Dollars (\$3,000.00) with said sum to be delivered to the treasurer of "DUWA" and;

WHEREAS upon the approval of these Amended Articles of Incorporation of the Downriver Utility Wastewater Authority, by all thirteen communities, they shall filed and published in the manner provided for in Act 233 of 1955.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Van Buren hereby approves the attached Amended Articles of Incorporation of the Downriver Utility Wastewater Authority, and;

BE IT FURTHER RESOLVED that the Charter Township of Van Buren hereby authorizes its Supervisor and Clerk to execute the Articles of Incorporation, and;

BE IT FURTHER RESOLVED that the said amended Articles of Incorporation shall be filed and published pursuant to Act 233, and as provided by the amended Articles of Incorporation.

Yeas: _____

Nays: _____

Abstain: _____

Absent: _____

I certify that the above Resolution was adopted by the Charter Township of Van Buren Board of Trustees on _____.

BY: _____

Signature

Date

**AMENDED
ARTICLES OF INCORPORATION
OF THE
DOWNRIVER UTILITY WASTEWATER AUTHORITY**

These Articles of Incorporation are adopted by the incorporating municipal corporations for the purpose of creating and governing an Authority under the provisions of Act 233, Public Acts of Michigan, 1955, as amended.

ARTICLE I

The name of this Authority is "Downriver Utility Wastewater Authority." The principal office of the Authority will be located at 25605 Northline, Taylor, MI, Wayne County, Michigan 48180.

ARTICLE II

The names of the municipal corporations creating this Authority are: The City of Allen Park, The City of Belleville, The Charter Township of Brownstown, The City of Dearborn Heights, The City of Ecorse, The City of Lincoln Park, The City of River Rouge, The City of Riverview, The City of Romulus, The City of Southgate, The City of Taylor, The Charter Township of Van Buren and the City of Wyandotte, which are hereby designated as the constituent municipalities. Lincoln Park was added as a constituent municipality in June of 2015 by the adoption of these amended Articles of Incorporation.

ARTICLE III

The purpose of this Authority will be to acquire, construct, finance, purchase, manage, administer, own, improve, enlarge, extend and operate or negotiate an agreement with Wayne County or a private entity for the operation of a sewage disposal system, particularly the Downriver Wastewater Treatment System (the "System") in accordance with the authorization of Act 233, Public Acts of Michigan, 1955, as amended, and in addition to all other powers granted by any charter or other statute. Further, that it is the foremost purpose of this Authority to serve residents of the Townships and Cities efficiently, economically, and to reduce costs where reasonably possible, with a good quality and uniform system for wastewater collection and treatment that will adequately serve their needs.

ARTICLE IV

This Authority is a body corporate with power to sue or to be sued in any court of this State. It shall be comprised of the territory embraced within the corporate boundaries of its constituent municipalities as set forth in Exhibit 2. It shall possess all of the powers granted by statute now in effect or hereafter adopted or amended, and by these Articles, and those incident thereto. The enumeration of any powers herein shall not be construed as a limitation upon its general powers unless the context shall clearly indicate otherwise. It shall have a corporate seal.

ARTICLE V

This Authority shall continue in existence perpetually or until dissolved by act of the parties or by law: Provided, however, that it shall not be dissolved if such dissolution would or could operate as an impairment of its bonds or of any of its contracts.

ARTICLE VI

The fiscal year of the Authority shall commence on the 1st day of January in each year and end on the 31st day of December of that same year.

ARTICLE VII

The governing body of the Authority shall be a Commission consisting of thirteen (13) members, which shall be made up of the Mayors or Supervisors of each constituent municipality or their designees. Each constituent municipality shall also designate a member of its legislative body or other designee as an alternate Commissioner, who shall exercise all powers of that municipality's Commissioner in his or her absence or disability. Provided, however, that any designee must be either an elected official or municipal employee for the community to be represented. Each Commissioner shall qualify by taking the constitutional oath of office and filing it with his or her respective City or Township Clerk. The alternate Commissioner shall be designated by the legislative bodies of the constituent municipalities at the time of the adoption of these Articles of

Incorporation and shall thereafter also take the constitutional oath of office. Successor alternate Commissioners shall be designated by the legislative bodies of the respective constituent municipalities before the first day of January after the election of the legislative body.

Each Commissioner shall qualify by taking the constitutional oath of office. and shall meet for the annual organizational meeting held on the first business day of January of each year or as otherwise set by the Commission. At such organizational meeting the Commission shall select a Chair and Vice Chair, who shall be members of the Commission, and a Secretary and a Treasurer, who may but need not be members of the Commission. Such officers shall serve until the organizational meeting of the following year, or until their respective successors shall be selected and qualify. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified in these Articles. The Commissioners shall serve without compensation.

ARTICLE VIII

In the case of temporary absence or disability of any Commissioner, the alternate Commissioner from that municipality shall act in his or her stead. In the event of a vacancy in any office of the Commission, such vacancy shall be filled by the Commission for the unexpired term. In case of the temporary absence or disability of any officer, the Commission may appoint some person temporarily to

act in his or her stead except that in the event of the temporary absence or disability of the Chair, the Vice Chair shall so act.

ARTICLE IX

Meetings of the Commission shall be held at such time and place as shall be prescribed by resolution of the Commission and shall be open to the public. Special meetings of the Commission may be called by the Chair or any two Commissioners, by serving written notice of the time, place and purpose thereof, upon each Commissioner, personally, by e-mail or by leaving it at his or her place of residence, at least twenty-four hours prior to the time of such meeting, or by depositing same in a United States Post Office or mail box within the geographic limits of the Authority, at least seventy-two hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to him or her at his or her home or office address, with postage fully prepaid. Special meetings of the Commission at which all members are present, or which all absent members receive notice, shall be deemed to be valid even though no written notice thereof may be given as above specified.

ARTICLE X

A majority of the Commission (seven (7) members) shall be required for a quorum. The Commission shall act by motion, resolution or ordinance. The Commission shall, whenever possible, arrive at a consensus position on any matter coming before it, without the need for a formal vote. Each Commissioner

shall be entitled to one (1) vote on all matters coming before the Authority except as provided below and provided further that in the event a constituent Municipality fails to timely pay its allocated share of any financial obligation owed to the Authority or Wayne County (a "default"), the Commissioner representing that constituent municipality shall lose the right to vote on any issue coming before the Authority until the default is cured by payment in full of the financial obligation. Provided, however, that if the constituent municipality has a good faith dispute as to the amount of its financial obligation, has paid the undisputed amount and has initiated the dispute resolution process adopted by the Authority, as to the disputed amount, then it shall continue to be entitled to vote during the proceeding of the dispute resolution process. Each matter coming before the Commission shall be decided by a majority vote of the Commissioners except as provided below.

The following issues shall require a vote of at least sixty-six (66%) percent of the weighted vote as set forth in the attached Exhibit 1:

- a. Amendment of the Bylaws or Rules and Regulations of the Authority.
- b. Retention of independent contractors, management personnel, consultants, and/or professionals, including accountants, attorneys and engineers.
- c. Issuance of bonds.
- d. Approval of services to non-constituent municipalities.
- e. Execution of any contract wherein contractual payments are to be pledged as security for bonds.
- f. Assumption of any financial obligations of any constituent municipality.

- g. Approval of any contract for construction or repair which exceeds Five Hundred Thousand (\$500,000) Dollars.

Amendment of the Articles of Incorporation of the Authority shall require a unanimous vote.

ARTICLE XI

The Commission shall have the right to adopt rules and regulations for the use of any facility used by it, adopt bylaws for the regulation of its affairs and the conduct of its business which are not in conflict with the terms of any statute or of these Articles. The Commission shall keep a journal of its proceedings. The Commission shall also adopt an alternative dispute resolution procedure. The journal of its proceedings shall be signed by the Chair. All votes shall be "yeas" and "nays", except that where the vote is unanimous it shall only be necessary to so state. Each member shall be required to vote on all matters unless he or she shall be disqualified therefrom. No member may vote on any matters in which he or she has a personal or financial interest.

ARTICLE XII

The Chair of the Commission shall be the presiding officer thereof. Except as herein otherwise provided, he or she shall not have any executive or administrative functions other than as a member of said Commission. In the absence or disability of the Chair, the Vice Chair shall perform the duties of the Chair. The Secretary shall be the recording officer of the Commission. The

Treasurer shall be custodian of the funds, if any, of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. The cost of said bond shall be paid by the Authority. All monies shall be deposited in a bank or banks, to be designated by the Commission, and all checks or other forms of withdrawal therefrom shall be signed by the Treasurer and either the Chair or Vice-Chair of the Authority. The officers of the Commission shall have such other powers and duties as may be conferred upon them by the Commission.

In the event the Authority assumes exclusive control over management, administration, ownership and operation of the System, the Commission shall prepare, adopt, and submit to each commissioner of the constituent municipalities an annual budget covering the proposed expenditures to be made for the organizing and operation of the Authority, and for the next fiscal year beginning January 1st, such budget to be submitted on or before December 1st of the preceding fiscal year.

ARTICLE XIII

The Authority shall possess all the powers necessary to carry out the purposes thereof and those incident thereto. It may acquire property by purchase, construction, lease, gift, devise or condemnation, either within or without its corporate limits, and may hold, manage, control, sell, exchange or lease such property. For the purpose of condemnation it may proceed under the

provisions of Act 149, Public Acts of Michigan, 1911, as now or hereinafter amended, or any other appropriate statute.

ARTICLE XIV

The Authority and/or its constituent municipalities may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation, management, administration and financing of a sewage disposal system as authorized and provided in Act 233, Public Acts of Michigan, 1955, as amended. The Authority may enter into contracts with any non-constituent municipality, as authorized and provided in said Act, for the furnishing of sewer service from any facilities owned or operated by the Authority, which contract shall provide for reasonable charges or rates for such service furnished. No contracts shall be for a period exceeding forty (40) years.

ARTICLE XV

For the purpose of obtaining funds for the acquisition, construction, improving, enlarging or extending of a sewage disposal system, the Authority and/or its constituent municipalities may, upon ordinance or resolution duly adopted by it, issue its negotiable bonds, secured by the contractual full faith and credit pledges of each contracting municipality, in accordance with and subject to the provisions of Act 233, Public Acts of Michigan, 1955, as amended.

ARTICLE XVI

The Authority may issue self-liquidating revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, being Sections 141.101 to 141.139, inclusive, of the Compiled Laws of 1948, or any other act providing for the issuance of revenue bonds, which bonds shall be payable solely from the revenues of the sewage disposal. The charges specified in any contract or contracts securing said bonds shall be subject to increase by the Authority at any time if necessary in order to provide funds to meet its obligations. Any contract authorized herein shall be for a period of not exceeding forty (40) years.

ARTICLE XVII

The Authority may employ such personnel and employees as it may consider desirable, and may retain from time to time the services of accountants, attorneys and engineers, and fix the compensation therefore.

ARTICLE XVIII

The Authority shall cause an annual audit to be made of its financial transactions by a certified public accountant and shall furnish at least seven (7) copies thereof to each constituent municipality.

ARTICLE XIX

These Articles shall be published once in the following newspapers: The Eagle, The Sunday Press and Guide and The News Herald, which newspapers have general circulation within the limits of the Authority. One printed copy of such Articles of Incorporation, certified as a true copy thereof, with the date and place of publication shall be filed with both the Secretary of State and the County Clerk of the County of Wayne within thirty (30) days after the execution thereof has been completed.

The Commission Secretary is hereby designated as the person to cause these Articles to be published, certified and filed as aforesaid. In the event he shall be unable to act or shall neglect to act, then the Attorney for the Commission shall act in his stead.

ARTICLE XX

This Authority, its Articles of Incorporation and any Amendment to the Articles of Incorporation shall become effective upon the filing of certified copies of these documents, as provided in the preceding Article.

ARTICLE XXI

These Articles of Incorporation may be amended at any time so as to permit any other municipality to become a constituent municipality of this Authority, if such amendment to and the Articles of Incorporation are adopted by the legislative body of such other municipality, and if such amendment is adopted

by the unanimous vote of the municipalities of which the Authority is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the unanimous vote of the legislative bodies of the constituent municipalities of which the Authority is composed. Any such amendment shall be endorsed, published, and certified, and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of the Authority.

These Articles have been adopted by the several incorporating municipalities, as hereinafter set forth in the following endorsements, and in witness whereof the Mayor and Clerk in the respective Cities and the Supervisor and Clerk in the respective Townships, have endorsed thereon this statement of such adoption.

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Allen Park, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF ALLEN PARK

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Belleville, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY BELLEVILLE

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the Township Board of the Charter Township of Brownstown, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CHARTER TOWNSHIP OF BROWNSTOWN

By: _____
Supervisor

By: _____
Township Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Dearborn Heights, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF DEARBORN HEIGHTS

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Ecorse, Wayne County, Michigan at a regular meeting duly held on the ___ day of _____, 2015.

THE CITY OF ECORSE

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Lincoln Park, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF LINCOLN PARK

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of River Rouge, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF RIVER ROUGE

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Riverview, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF RIVERVIEW

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Romulus, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF ROMULUS

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Southgate, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF SOUTHGATE

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Taylor, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF TAYLOR

By: _____
Mayor

By: _____
City Clerk

The foregoing Amended Articles of Incorporation were adopted by the Township Board of the Charter Township of Van Buren, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CHARTER TOWNSHIP OF
VAN BUREN

By: _____
Supervisor

By: _____
Township Clerk

The foregoing Amended Articles of Incorporation were adopted by the City Council of the City of Wyandotte, Wayne County, Michigan at a regular meeting duly held on the ____ day of _____, 2015.

THE CITY OF WYANDOTTE

By: _____
Mayor

By: _____
City Clerk

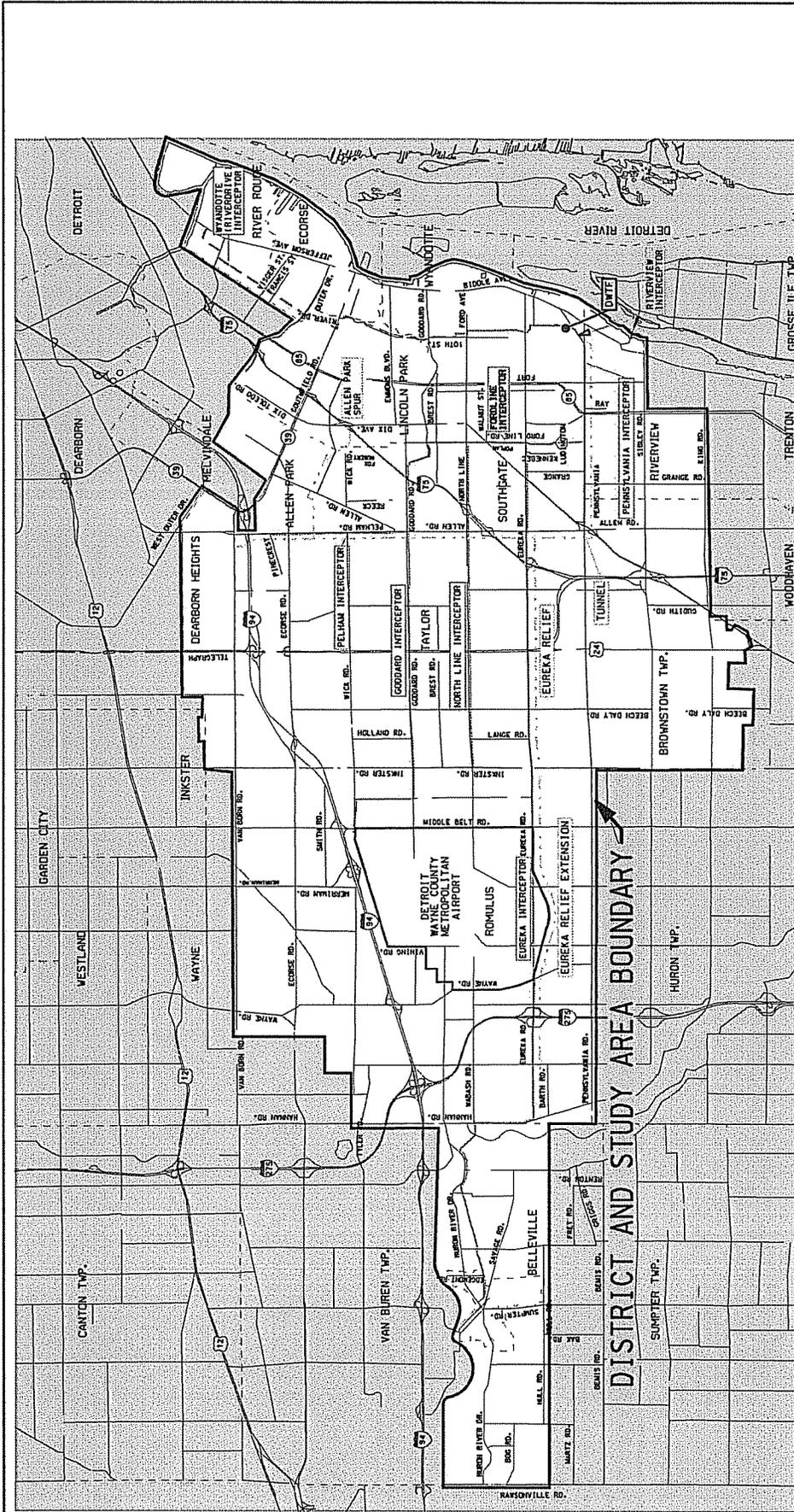
EXHIBIT 1

EXHIBIT 1 – WEIGHTED VOTE

MUNICIPALITY	SYSTEM CAPACITY (% OF OWNERSHIP FOR WWTP CAPITAL IMPROVEMENTS)
Allen Park	8.473%
Belleville	1.236%
Brownstown	6.355%
Dearborn Heights	4.413%
Ecorse	3.967%
Lincoln Park	12.136%
River Rouge	4.854%
Riverview	3.094%
Romulus	14.121%
Southgate	10.371%
Taylor	18.314%
Van Buren Township	2.295%
Wyandotte	10.371%
TOTAL	100.000%

*Based on Judge Feikens' 1994 Financing Order

EXHIBIT 2 – SERVICE AREA MAP



LEGEND

- WYANDOTTE (RIVERDRIVE) INTERCEPTOR (WY1) - 1938 CONSTRUCTION
- DOWNRIVER SEWAGE DISPOSAL SYSTEM INTERCEPTOR (DSDS) - 1962 CONSTRUCTION
- DOWNRIVER REGIONAL STORAGE AND TRANSPORT SYSTEM (DRSTS) - 1998 CONSTRUCTION
- DOWNRIVER WASTEWATER TREATMENT FACILITY (DWWF)

DOWNRIVER SYSTEM SERVICE AREA

FIGURE NO.

1-1

JOB NO.

20080550

DATE

APRIL, 2009

HUBBELL, ROTH & CLARK, INC.

CONSULTING ENGINEERS

SUITE 420
48226

220 BAGLEY
DETROIT, MICH.



Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item _____

WORK STUDY MEETING DATE:
2015-07-06

BOARD MEETING DATE:
2015-07-21

Consent Agenda X

New Business _____

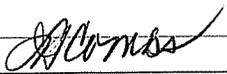
Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Resolution 2015-27 to amend the WTUA Wastewater Disposal Agreement
DEPARTMENT	Public Services
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Board of approval of Resolution 2015-27	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The WTUA Board approved the attached amendment to our wastewater disposal agreement for American Waste Technologies (AWT) on June 22, 2015. This addresses the applicants request to increase the volume of discharge from 25,000 gpd to 30,000 gpd. (see attached document)	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Approval of Resolution 2015-27
DEPARTMENT RECOMMENDATION	Township Board Approval
COMMITTEE/COMMISSION RECOMMENDATION	WTUA, YCUA
ATTORNEY RECOMMENDATION	Approve resolution
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	Request for item to be placed on the Consent Agenda of July 21, 2015
APPROVAL OF SUPERVISOR	

RESOLUTION 2015-27

**CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD**

RESOLUTION APPROVING AMENDED YCUA WASTEWATER AGREEMENT

At a regular meeting of the Charter Township of Van Buren Board of Trustees on July ____, 2015, the following resolution was offered:

WHEREAS, the Township entered into an Agreement on February 5, 2007 related to providing wastewater services to American Waste Technologies (“AWT”), an industrial facility located both in the Township and Canton Charter Township, but provided wastewater services solely by Canton for transport and delivery to Ypsilanti Community Utilities Authority (“YCUA”); and,

WHEREAS, AWT seeks to allow an increase in maximum daily flow volume of wastewater to YCUA from 25,000 gallons per day to 30,000 gallons per day by amendment of the original Agreement; and,

WHEREAS, the other parties have approved the Amended Agreement which increase in AWT daily volume will have no impact on the collection, transport or treatment of Township wastewater flows to YCUA; and,

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Van Buren hereby approves the Amended Agreement; and,

BE IF FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute the Amended Agreement on behalf of the Township.

AYES:
NAYS:
ABSTAIN:

THE RESOLUTION IS DECLARED ADOPTED.

CERTIFICATION

I, Leon Wright, Clerk of the Charter Township of Van Buren, County of Wayne, Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Van Buren at a Regular Meeting on July _____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of July, 2015.

Leon Wright, CMC
Clerk, Charter Township of Van Buren

STATE OF MICHIGAN

AMENDMENT No. 1

TO WASTEWATER DISPOSAL AGREEMENT

THIS AMENDMENT is made and entered into this ___ day of _____, 2015, by and between the CHARTER TOWNSHIP OF CANTON (“Canton”) a Michigan municipal corporation, with offices located at 1150 South Canton Center Road, Canton, Michigan 48188, and AMERICAN WASTE TECHNOLOGIES (“AWT”), a Michigan company, with offices located at 44141 Yost Road, Belleville, Michigan 48111-1197, and the WESTERN TOWNSHIPS UTILITIES AUTHORITY (“WTUA”), a Michigan municipal corporation, with offices located at 40905 Joy Road, Canton, Michigan 48187, and the YPSILANTI COMMUNITY UTILITIES AUTHORITY (“YCUA”), Michigan municipal corporation, with offices located at 2777 State Street, Ypsilanti, Michigan 48198, and VAN BUREN CHARTER TOWNSHIP (“Van Buren”), Michigan municipal corporation, with offices located at 46425 Tyler Road, Van Buren Charter Township, Michigan 48111 and hereafter collectively referred to as the parties.

RECITALS

WHEREAS, the parties entered into a wastewater disposal agreement on February 5, 2007 to provide for wastewater services to an existing industrial facility located in both Van Buren and Canton, but provided wastewater service solely by Canton (the “Agreement”); and

WHEREAS, AWT has requested an amendment to the agreement to allow an increase in maximum daily volume of wastewater to be discharged and treated; and

WHEREAS, the additional volume of wastewater will not adversely impact the wastewater collection and treatment systems.

NOW, THEREFORE, the parties hereby agree as follows:

1. Article 2.1, “Sewer Service”, of the Agreement shall be amended to allow an increase in the maximum permitted discharge of wastewater to the WTUA system from 25,000 gallons per day to 30,000 gallons per day.
2. All other provisions of the Agreement not amended herein remain unchanged.

AMERICAN WASTE TECHNOLOGIES, a
Michigan corporation

By:
Its:

ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by _____, the _____
of _____, LLC, on the ___ day of _____, 2015.

_____, Notary Public
_____ County, Michigan
My Commission expires: _____
Acting in _____ County

WESTERN TOWNSHIPS UTILITIES
AUTHORITY, a Michigan municipal corporation

By:
Its:

ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by _____, the _____
of _____, a municipal corporation, on the ___ day of _____, 2015.

_____, Notary Public

_____ County, Michigan

My Commission expires: _____

Acting in _____ County

YPSILANTI COMMUNITY UTILITIES
AUTHORITY, a Michigan municipal corporation

By:
Its:

ACKNOWLEDGEMENT

STATE OF)
) ss
COUNTY OF)

The foregoing Agreement was acknowledged before me by _____, the _____
of _____, LLC, on the ___ day of _____, 2015.

_____, Notary Public

_____ County, Michigan

My Commission expires: _____

Acting in _____ County

