

**MINUTES OF THE REGULAR MEETING OF THE
IRA TOWNSHIP BOARD OF TRUSTEES
OCTOBER 19, 2009**

The Ira Township Board of Trustees met in the Ira Township Hall on October 19, 2009 at 7:00 p.m. The meeting was called to order with the Pledge of Allegiance.

ROLL CALL:

Board members present: James Jacob, James Endres Jr., Thomas Jeannette, and Crystal Sovey
Absent: Robert McCoy

Roll call and minutes recorded by Crystal Sovey, Ira Township Clerk

MINUTES: J. Jacob moved to approve the minutes of the 10/5/09 regular meeting as presented, supported by J. Endres, 4-0 vote, **MOTION CARRIED**

CITIZENS ADDRESSING THE BOARD:

- Citizens addressed the board with questions about the up coming "police millage" election; also question on the cost to maintain, insure and training for the "fireboats" and how many runs per year.

CORRESPONDENCE:

No correspondence received

OLD BUSINESS:

EDA of St. Clair County

Moved by T. Jeannette to table request and resolution until a full board is present, supported by J. Jacob, 4-0 vote, **MOTION CARRIED**

DPW Report 9/21/09

Moved by C. Sovey to approve up to \$6000.00 for pump out of lift stations and approval for 5 employees to attend Fall Regional Water Meeting; cost \$60/person; this is a CEC class for license certification, supported by T. Jeannette, 4-0 vote, **MOTION CARRIED**

NEW BUSINESS:

Building Department - change in forms

T. Jeannette moved to accept the Building Inspectors recommendation and change the Property Split and Property Combination/Property Line Adjustment application to remove "a map drawing" and require a sealed survey only, supported by J. Jacob, 4-0 vote, **MOTION CARRIED.**

New EMS Members

J. Endres moved to accept the Fire Chiefs recommendation and approve membership of Mike Adamo and Louis Perkins to work the EMS side of the Fire Department, supported by T. Jeannette, 4-0 vote, **MOTION CARRIED**

Paramedic Training

J. Endres moved to accept the Fire Chiefs recommendation and send firefighter Pete Lafata to the Paramedic Program at Macomb County Community College; cost \$4900.00; ITFD Training Contract to be signed before starting class, supported by T. Jeannette, 4-0 vote, **MOTION CARRIED**

RESOLUTION TO REPEAL AND REPLACE PART 161 REGULATION OF RESIDENTIAL GARBAGE AND RECYCLING WITH PART 161, ORDINANCE NO. 73

REGULATION OF RESIDENTIAL GARBAGE AND RECYCLING

Minutes of a regular meeting of the Township Board of Ira Township, St. Clair County, Michigan, held in the Township Hall, on the 19th day of October, 2009 at 7:00 p.m.

Present: James Jacob, James Endres Jr., Thomas Jeannette, Crystal Sovey

Absent: Robert McCoy

WHEREAS, it is the Townships intention to repeal Part 161 Regulation of Residential Garbage and Recycling and replace with Ordinance no. 73, Part 161, Regulation of Residential Garbage and Recycling.

BE IT RESOLVED that Ordinance No. 73. Part 161 reads as follows:

**161.000 REGULATION OF RESIDENTIAL GARBAGE AND RECYCLING
ORDINANCE
Ord. No. 73
Adopted: October 19, 2009**

An Ordinance to provide for the regulation and licensing of residential Garbage collection services; to require the provision of recycling, trash and yard trimming collection services in connection therewith; to provide sanctions for the violation thereof, and to repeal Part 161 of the Code of Ordinances in its entirety and replace with Ordinance No. 73, Part 161 which reads as follows:

ARTICLE 1

161.100 TITLE, PURPOSE, AND LEGAL JUSTIFICATION

161.101 Title

Sec. 1.01. This Ordinance shall be known as the Regulation of Residential Garbage and Recycling Ordinance of 2009 and herein referred to as the "Ordinance" (res. 09-10-02 adopted October 19, 2009).

161.102 Purpose

Sec. 1.02. The purpose of this Ordinance is to protect the public health, safety, and welfare of the habitants, of the local unit by regulating the collection of residential garbage and recyclables in a manner that will promote waste reduction. Ira Township through the establishment and implementation of a program for refuse collection and disposal by a single waste hauler for all residents defined in this Ordinance. To provide for the selection of a waste hauler, to provide for services to be rendered by the waste hauler; to establish collection schedules and procedures; to authorize special collections; to prohibit the unlawful transportation of refuse; to provide penalties for the violation thereof and to repeal any ordinance and/or resolutions in conflict therewith. The Township Board has determined that a single hauler waste collection and disposal program for sites of single family generation would protect the public health and be in the best interest of the Township. In order to facilitate the single hauler waste collection and disposal program, the Township shall select such waste hauler on a sealed competitive bid basis and award the selected waste hauler the exclusive designation of "Township of Ira Waste Hauler" for the single hauler waste collection and disposal program. The waste hauler shall have demonstrated ability and capacity to provide a high level of quality service to the single family generation sites within the Township.

161.103 Repeal of conflicting Ordinances

Sec. 1.03. All Ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

161.104 CURRENT CONTRACTS

Sec. 1.04. This Ordinance is not intended to alter or delete terms or conditions of any existing contract or franchise or the local units rights and abilities to develop other means of providing garbage, recycling, trash or yard trimmings service through, for example,

but not limited to, collection services provided by municipal crews or a private contractor(s).

ARTICLE II

161.200

DEFINITIONS

161.201 Definitions

Sec. 2.01. For the purpose of this Ordinance, the words and phrases listed below shall have the following meanings.

- 1) *Construction Debris* means all unwanted, rejected, discarded or abandoned materials resulting from the alteration, repair, demolition or construction of buildings or structures.
- 2) *Curbside Collection* means the gathering by a waste hauler of designated materials placed by a customer within ten (10) feet of curb or road edge.
- 3) *Front door service* means a service that collects designated materials on the exterior side of a residence which faces the street access for the resident.
- 4) *Garbage* means all waste consisting of or in general contact with putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food, and other small miscellaneous residential waste, such as consumer packaging used for food products.
- 5) *Hazardous Waste* means waste or a combination of waste and other discarded material including solid, liquid, semi-solid or contained gaseous material which because of its quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or increase in serious or irreversible illness or serious incapacitating, but reversible illness, or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of, or otherwise managed.
- 6) *Hauler* means any person involved in the business of collecting residential garbage generated within this jurisdiction.
- 7) *Licensing agent* means the local unit or a person or public agency designated by the local unit to perform administrative duties specified in the ordinance.
- 8) *Local Unit* means the City, Township or Village in which this Ordinance is adopted.
- 9) *Single Waste Hauler* means any person awarded a contract by the Township to engage in the business of collecting solid waste, recyclable materials and yard waste from residential dwelling units within the Township and hauling, transporting or disposing of such materials.
- 10) *On Site Collection Service* means service provided to residential buildings of four (4) units or less. Containers for such service generally shall be for the common collection.
- 11) *Township* means The Township of Ira.
- 12) *Board* Means the Ira Township Board of Trustees.
- 13) *Person* means any individual, firm, public or private corporation, partnership, trust public or private agency or any other entity or any group or such persons.
- 14) *Owner/Occupant* means, unless the Township is notified in writing to the contrary, the person/s whose name

appears on the most recent tax-assessment roll of the Township.

- 15) *Prohibited Items* means items that cannot be lawfully deposited in a Type II landfill as defined by State Law.
- 16) *Recyclable Material or Recyclables* means waste materials that can be converted to a useful product and for which there is a market. Examples of recyclable materials include corrugated materials, cardboard, clear glass jars and bottles, and certain plastic and metals.
- 17) *Trash* means all large rubbish and debris of a domestic or household character, except garbage, recyclables, and yard trimmings, or any other prohibited item. Recyclable containers containing trash shall be deemed trash for purposes of the Ordinance.
- 18) *Residential Dwelling Unit* means all structures, buildings, premises and/or realty of four (4) units or less utilized for residential purposes including, but not limited to, single family homes, site condominiums, condominiums, town houses, apartments, duplexes and group homes.
- 19) *Yard Waste* means leaves, grass clippings, vegetable or other garden debris, shrubbery, or brush or tree trimmings less than 4 feet in length and 2 inches in diameter, Christmas trees of all lengths and diameters in January.

ARTICLE III

161.300

GENERAL REQUIREMENTS

161.301 Prohibited Conduct

Sec. 3.01 The owner/occupant of a residential dwelling unit shall not dispose of any trash, recyclables or yard waste generated from a residential dwelling unit within the Township other than by means of the designated waste hauler awarded the contract by the Township for such purposes. No person except the designated waste hauler shall engage in the business of collection, transporting, delivery or disposal of trash, recyclables and yard waste generated by a residential dwelling unit in the Township. It shall be unlawful for any person, or the owner, occupant, tenant or lessee of any residential dwelling unit within the Township to dispose of or attempt to dispose of refuse in contravention to this Ordinance. It shall be unlawful to mix trash in any container with construction debris, commercial refuse, hazardous waste, non-burnable materials or with hazardous flammable materials.

161.302 Services Provided

Sec. 3.02. The Township through its designated waste hauler, will provide the curb side collection of trash, recyclables and yard waste one day per year will be designated for tire and refrigerator collection. Additionally one day per year may be designated for the disposal of hazardous waste.

161.303 Existing Contracts

Sec 3.03. If a contract with a company other than the designated waste hauler was in existence on or before December 31, 2009 for the collection and disposal of trash from residential dwelling units, delivery of trash from such residential dwelling units to the company specified in the contract may be continued for the duration of the contract; however,

such contract shall be subject to verification by the Township.

161.304 Containment of Refuse

Sec. 3.04 The owner/occupant of a residential dwelling unit within the Township shall prepare refuse for collection either by the Township or by the authorized hauler of the Township as follows.

- a) **Approved containers** - Containers for refuse shall be a galvanized metal or hard plastic type of garbage container not exceeding thirty (30) gallons in capacity, or shall be plastic bags not less than two (2) mills in thickness. All such containers shall be tightly secured by a watertight top or plastic bag containers shall be securely tied, in such manner as to prevent the contents from being spilled, blown, strewn, or damaged by the forces of nature, animals, insects or persons. Waste haulers shall not remove from the premises any refuse not properly located and secured as provided in this Ordinance. Township assumes no responsibility for damage to any container. The maximum weight of any container when filled with rubbish and located for pick-up shall be fifty (50) pounds, including the weight of the container. Containers shall be maintained in good condition without holes or cracks and shall be of a durable quality for the purpose intended. All refuse containing sharp objects such as broken glass, can lids and similar materials which are to be enclosed in plastic bags permitted under this Ordinance shall be first placed within another container or otherwise sufficiently wrapped in a manner to prevent injury to the waste hauler which would otherwise result from objects protruding or cutting through plastic rubbish bags.
- b) **Recyclables** - all recyclables shall be placed for collection in a Township approved container clearly marked for recyclables only. One (1) container will be allocated to each dwelling unit. Replacement containers will be charged for at a rate established by the Township from time to time.
- c) **Bulk rubbish** - all bulk rubbish accumulated on any premises, such as cardboard containers, wooden crates and similar rubbish, shall be flattened and tied in bundles or packaged in a suitable container and in no case shall any such bundle be larger than two (2) feet by three (3) feet, nor weigh more than sixty (60) pounds. Large non-combustible and bulk rubbish shall be separated and shall be in no case intermingled with refuse placed in refuse containers.
- d) **Brush** - all brush shall be less than 2 inches in diameter and cut into less than four (4) foot lengths and securely tied into bundles.
- e) **Proper containment required** - improperly contained garbage, rubbish solid waste, and/or other recyclables will be left and not removed by the waste hauler.
- f) **Placement of containers** - it shall be the duty of the owner/occupant of a residential dwelling unit to have the refuse which accumulates normal to the incidental use of such premises, placed in an approved container once each week according to the day of the week scheduled for their garbage collection at a location which is near to the public or private road right-of-

way abutting the realty. The container shall be placed as close as possible within the road right-of-way and no such container shall be placed upon any sidewalk. If the refuse containers are not accessible, the owner/occupant will be responsible for proper disposal of refuse. Any owner/occupant who has a larger quantity of refuse than the normal or average amount for the same type of premises, may make special arrangements with the authorized waste hauler. It shall be unlawful for any person to place or authorize the placement of containers along the road right-of-way for collection prior to 5:00 p.m. of the day proceeding the day established for collection, or fail to remove containers prior to 8:00 p.m. on the day of collection.

- g) **Storage of containers** - During the week while refuse is being stored and accumulated for ultimate disposal, all refuse must be stored inside of a building and in a container equal to the quantity of the container and standards specified herein, for deposit to be picked up by the authorized waste hauler. Refuse may be stored outside of the building or structure while refuse is being accumulated for pick-up if the refuse is in a watertight container and is without holes, cracks or other conditions which would allow insects to penetrate the container, and such container must be placed in a manner that it would be free of rodents, clean and neat erected in such a manner as not to allow the container to blow over and dump the refuse inside or in such a manner as to be a nuisance or hazard to the health, safety or welfare of the residents or the neighborhood.
- h) **Multi-family dwelling units** - multiple dwellings, apartment buildings, town houses and/or condominium developments may utilize a dumpster for collection purposes. The dumpster must be a covered metal container which is both waterproof and rodent proof. The capacity and design of the container must be approved by the waste hauler.
- i) **Construction debris** - an owner/occupant of a residential dwelling unit may once weekly take to the curb one (1) can weighing up to sixty (60) pounds or one (1) bag weighing up to thirty five (35) pounds of construction debris as defined by this ordinance.
- j) **Large bulky items** - an owner/occupant of a residential dwelling unit who has large bulky items for disposal, such as washing machines, dryers, water heaters and similar refuse, may have one (1) item per week picked up at curbside. Resident is to call in advance to the hauler to notify them of the large item. Collection of large items may be subject to additional charges. Such charges shall be the responsibility of the owner/occupant and contracted separately with the hauler. Any item containing refrigerant must first be exhausted and tagged by a licensed person before the hauler can remove it from the site (except for exclusions noted in this ordinance.)
- k) **Hazardous waste** - shall not be collected by the authorized waste hauler on the normal, regular weekly pick-up. Lawful and proper disposal of hazardous waste shall be the responsibility of the owner/occupant of the residential dwelling unit.

- 1) **Collection schedule** - Every residential dwelling unit within the Township shall have its refuse collect once weekly in accordance with collection schedule established by the Township Board. Such schedule may be modified by resolution of the Township Board. In event the Township or the authorized waste hauler has a legal holiday within any calendar week the refuse will be collected the following day excluding holidays and Sundays, unless published to the contrary.

ARTICLE IV

161.400 RATES: BILLING FOR REFUSE COLLECTION

161.401 Rates

Sec. 4.01 The owner/occupant of a residential dwelling unit shall be charged at a rate established for administration, collection and disposal of trash. Ira Township reserves the right to allow contractor billing to Residents in the Township on a quarterly basis. Such billing may be subject to collection agencies and/or a lien on property which ever is applicable. The authorized waste hauler shall send a quarterly invoice, in advance to each residential dwelling unit for which services are provided in the Township. Such invoice shall represent charges for services to be rendered in the following quarter. Unless otherwise specified by the Township, the invoice shall be delivered by regular mail at least two (2) weeks prior to the beginning of the quarter for which charges are imposed, the due date for payment shall be the last day of the month prior to the beginning of the quarter for which the charges are imposed. If the last day falls on a Saturday, Sunday or legal holiday, the due date shall be the next business day. If billing is by the Township, customer will be billed on a quarterly basis and bill will be sent by regular mail for the period prior to the collection. Failure to receive any bill for trash collection does not negate payment or penalties due.

161.402 Delinquent accounts

Sec. 4.02 - If the owner/occupant of a residential dwelling unit within the Township does not remit payment by due date noted on bill, a ten (10) percent penalty will be charged to the current amount due. All unpaid balances will result in loss of Municipal services and/or be placed as a lien on property whichever is applicable. It shall be unlawful for any person, firm, partnership, corporation association or other business entity to collect or haul residential garbage, rubbish, refuse or waste deposited for collection in accordance with this Ordinance unless the hauler is authorized by resolution of the Township Board.

ARTICLE V

161.500 SELECTION OF AN AUTHORIZED WASTE HAULER

161.501 Selection

Sec. 5.01 A sealed competitive bid shall be utilized for the selection of an authorized waste hauler. The Township Board shall develop and approve the bid specifications. The Board may include in the bid specifications those requirements, conditions and specifications determined by the Board to be reasonably related to: (a) promoting and protecting the public health, safety and welfare: (b) providing appropriate services to single family residential

sites within the Township; (c) promoting the general understanding of and need for resource recovery, recycling and composting; (d) the collection and disposal of solid waste, recyclable material and yard waste from all single family residential sites; (e) a contractual obligation to provide collection and disposal service to residential dwelling units as required at the rates and charges specified; (f) the submission of reports describing the volume of solid waste, recyclable materials and yard waste generated in the Township and the location of sites of generation, as well as other reports required by the Board to determine the efficiency and effectiveness of the proposed waste hauler collection and disposal program; (g) provisions for the termination by the Township of the waste hauler in the event of the failure of the performance of the waste hauler; (h) the rights of the Township in the event of a breach of contract by the waste hauler; (i) operational specifications for collection trucks and equipment, number of employees, maintenance facilities, container handling, schedules and routes, and citizen complaints; (j) the right of the Township to inspect the record and operations of the waste hauler; (k) a provision for a multi-media informational program with respect to resource recovery, recycling and composting; (l) a requirement that the waste hauler comply with applicable federal and state law, local ordinance, as well as rules and regulations related thereto; (m) a requirement that the waste hauler secure and maintain in good standing all permits and licenses required by federal and state law, local ordinances, as well as rules and regulations related thereto (n) other miscellaneous requirements and provisions as may be specified by the Township Board, including but not limited to, dumpster service. And hazardous waste collection at municipal buildings and facilities, and special collections for Township clean-up assistance.

ARTICLE VI

161.100

INSURANCE

161.601 Insurance

Sec. 6.01 Any waste hauler hired by resolution of the Township Board shall at all times or for the term of the contract carry public liability, property damage, workers compensation and vehicle insurance in the form of and amount set forth below. All insurance shall provide for a sixty (60) day notice to the Township in the event of a material alteration or cancellation of coverage prior to the effective date of such alteration or cancellation. Failure to provide or maintain insurance shall render any contract entered into between the Township and waste hauler null and void. Insurance requested herein shall be provided by an insurance company(s) licensed to conduct business in the State of Michigan with a current rating no less than "A" by A.M. Best Company and shall be approved by the Township and Township Attorney. The authorized waste hauler shall procure and maintain during the life of the contract the following.

1. Workers-Compensation insurance in accordance with all-applicable statutes of the State of Michigan. Coverage shall include employee liability coverage.
2. Commercial Automobile Liability Coverage including Michigan NO-fault Coverage for all vehicles used in the performance of the contract. Limited liability shall not be less than One Million (\$1,000,000.00) Dollars per occurrence combined single limits bodily injury and property damage. Commercial automobile

liability coverage must include coverage for all autos, owned, non-owned and hired.

3. Commercial Liability Coverage, not less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars general aggregate; One Million (\$1,000,000.00) Dollars personal and advertising injury; One Million (\$1,000,000.00) Dollars products/completed operations aggregates; Five Hundred Thousand (\$500,000.00) Dollars fire damage to real property; and Five Thousand (\$5,000.00) Dollars medical payments. Coverage shall not exclude contractual liability, explosion, collapse or underground hazards.
4. Umbrella Liability, not less than Five Million (\$5,000,000.00) Dollars each occurrence and Five Million (\$5,000,000.00) Dollars general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in coverage.
5. Pollution Liability Coverage, occurrence or claims made forms are acceptable with limits not less than Two Million (\$2,000,000.00) Dollars each occurrence/aggregate or Two Million (\$2,000,000.00) Dollars general aggregate/per project. Coverage shall include clean-up costs, on and off the site including transportation, and liability to third parties.

161.602 Additional Insured

Sec. 6.02 The Township shall be named as additional insured on all policies. The authorized waste hauler shall provide the Township with a Certificate of Insurance evidencing such coverage upon the effective date of the contract and maintain on file with the Township a current certificate throughout the term of the contract.

161.603 Proof of Insurance

Sec. 6.03 The authorized waste hauler shall supply a copy of all insurance policies required under this section no later than thirty (30) days prior to commencement of its duties pursuant to the contract with the Township.

ARTICLE VII

161.700 PERFORMANCE AND INDEMNIFICATION

161.701 Indemnification

Sec. 7.01 The authorized waste hauler shall, at its sole cost and expense, fully indemnify, defend and hold harmless the Township, its Board Members, officers, boards, commissions and employees against any and all claims, demands suits, judgments, executions, liability, expense, debt, damages or penalty whatsoever, or any amount paid in compromise thereof (including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by Township in connection therewith), arising out of or connected with the performance of waste hauling activities.

161.702 Performance Bond

Sec. 7.02 An authorized waste hauler shall, at its sole cost and expense, obtain and maintain during the life of the contract, a corporate surety bond with a United States Surety Company authorized to do business in the State of Michigan and found acceptable by the Township Attorney, in the amount of Two Hundred Thousand (\$200,000.00) Dollars to guarantee full performance of its obligations and faithful adherence to all

requirements of this Ordinance and all terms of any contract entering into with the Township. The authorized waste hauler shall provide this corporate surety bond to the Township at least thirty (30) days prior to commencement of its duties pursuant to its contract with the Township.

A. RIGHTS RESERVED. The rights reserved to the Township with respect to the bond are in addition to all the rights of the Township, whether reserved by this Ordinance, terms of the contract, or authorized by law; and no action, proceeding or exercise of a right with respect to such bond shall affect any other right the Township may have.

B. REQUIRED ENDORSEMENT. The Bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor any intention not to renew be exercised by the surety until sixty (60) days after receipt by the Township by registered mail, a written notice of such intent to cancel or not to renew.

Receipt of the sixty (60) day notice shall constitute a material breach of any contract entered into between the waste hauler and the Township, granting the Township the right to call in the Bond.

ARTICLE VIII

161.800

ENFORCEMENT

161.801 Enforcement

Sec.8.01 This Ordinance shall be enforced by the Ira Township Ordinance Enforcement Officer or other individual duly appointed by resolution of the Township Board.

161.802 Violation Penalty

Sec. 8.02. Any person, firm or corporation who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a penalty of not to exceed Five Hundred (\$500.00) Dollars, or imprisonment in the St. Clair County Jail for a period not to exceed ninety (90) days, or by both such fine and imprisonment.

161.803 Repeal of Conflicting Provisions

Sec. 8.03. All resolutions, ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

161.804 Severability

Sec. 8.04. If any section, paragraph, clause or provision of this Ordinance is for any reason held to be invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

161.805 Publication

Sec. 8.05. A true copy of this Ordinance and a summary thereof shall be published in full in the Ira Township paper of record, a newspaper of general circulation in the Township of Ira, within thirty (30) days after the adoption.

161.805 Effective Date

Sec. 8.06. This Ordinance shall take effect thirty (30) days from and after publication of a true copy or summary thereof in a newspaper circulated within the Township of Ira.

IT IS FURTHER RESOLVED that the resolution for the Regulation of Residential Garbage and Recycling Ordinance No. 73 shall be filed with the Township Clerk.

All resolutions and parts of resolutions in so far as they conflict with the provisions of this resolution shall be and the same are hereby rescinded.

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution duly adopted by the Township Board of Ira Township, St. Clair County, Michigan at a regular meeting held on the 19th day of October, A.D., 2009 at which James Jacob, James Endres Jr., Thomas Jeannette, Crystal Sovey were present and Robert McCoy was absent, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and have been or will be made available as required by said Act.

I further certify that member Thomas Jeannette moved adoption of said Resolution and member James Endres supported said motion.

I further certify that the following members voted for adoption of said Resolution: James Jacob, James Endres Jr., Thomas Jeannette, Crystal Sovey and the following members voted against adoption of said Resolution: None.

I further certify that the said Resolution has been recorded in the Resolution Book of the Township, and that such recording has been authenticated by the signatures of the Supervisor and the Township Clerk.

Robert McCoy, Supervisor

Dated: October 19, 2009

Crystal Sovey, Clerk

REPORTS :

Treasurer Report as of September 30, 2009

Fire Run Report - September 2009

Clerk - Supervisor, Treasurer and Clerk attended the Public Hearing 10/15/09 for the Marine City Dock rezoning; the St. Clair County property has been rezoned.

Trustee - Trick or Treat thru the forest program to be held 10/24/09.

Moved by T. Jeannette to accept reports as presented, supported by J. Jacob, 4-0 vote, **MOTION CARRIED.**

BILLS :

Moved by T. Jeannette to pay the following disbursements with additions totaling \$33,206.09, supported by J. Jacob, 4-0 vote, **MOTION CARRIED.**

10/20/2009
09:34 am

INVOICE DISTRIBUTION REPORT FOR IRA TOWNSHIP
INVOICES ENTERED 10/07/2009 - 10/19/2009
Bank: CS GENERAL FUND

PAGE 1

OCTOBER 19, 2009 BOARD MEETING

GL
Number Inv. Line Desc Vendor Invoice Description Amount Check #

Fund 101 GENERAL GOVERNMENT

Dept 173 EXECUTIVE ACTIVITIES

101-173-716.000	INSURANCE BENEFITS, HOS/LI/D/V	BLUE CROSS BLUE SHIELD OF MICH	MEDICAL COVERAGE NOVEMBER	2,943.54	00000021496
101-173-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	MONTHLY SERVICE FEE	23.25	00000021514
101-173-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	LIFE AND DISABILITY	367.43	00000021520
101-173-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	CALENDARS, DESK PADS	35.87	00000021521
101-173-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	2010 CALENDARS	10.65	00000021521
101-173-853.000	COMMUNICATIONS/TELEPHONE	QUICK CONNECT USA	SEPTEMBER PHONE	76.53	00000021517

Total for Dept 173 EXECUTIVE ACTIVITIES: 3,457.27

Dept 257 ASSESSING DEPT

101-257-716.000	INSURANCE BENEFITS, HOS/LI/D/V	BLUE CROSS BLUE SHIELD OF MICH	MEDICAL COVERAGE NOVEMBER	461.00	00000021496
101-257-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	MONTHLY SERVICE FEE	3.75	00000021514
101-257-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	LIFE AND DISABILITY	44.96	00000021520
101-257-956.000	SEMINARS/WORKSHOPS	PAM EAMES	REIMBURSE CLASS EXPENSES	600.00	00000021513

Total for Dept 257 ASSESSING DEPT: 1,109.71

Dept 265 TOWNSHIP OFFICE

101-265-921.000	NATURAL GAS/SOUTHEASTERN MI	SEMCO ENERGY GAS COMPANY	SERVICE 7085 MELDRUM	7.39	00000021518
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Total for Dept 265 TOWNSHIP OFFICE: 7.39

Dept 371 INSPECTION DEPT.

101-371-716.000	INSURANCE BENEFITS, HOS/LI/D/V	BLUE CROSS BLUE SHIELD OF MICH	MEDICAL COVERAGE NOVEMBER	461.00	00000021496
101-371-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	MONTHLY SERVICE FEE	3.75	00000021514
101-371-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	LIFE AND DISABILITY	44.95	00000021520
101-371-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	INK CARTRIDGES	40.77	00000021521

Total for Dept 371 INSPECTION DEPT.: 550.47

Dept 448 STREET LIGHTS

101-448-926.000	STREETLIGHTS	DTE ENERGY-STREET LIGHTS	SEPTEMBER SERVICE	1,152.77	00000021501
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Total for Dept 448 STREET LIGHTS: 1,152.77

Dept 450 PRIVATE ROADS

101-450-782.100	RD MAINT/WAGNER LANE	ST CLAIR COUNTY ROAD COMM	DEAD END ROAD SIGN WAGNER LANE	57.61	00000021519
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Total for Dept 450 PRIVATE ROADS: 57.61

Dept 751 PARKS & RECREATION COMMISSION

101-751-816.001	REC PROGRAM - HALLOWEEN	KOZLOWSKI, JOE	ENTERTAINMENT FOR HALLOWEEN PR	50.00	00000021509
101-751-818.000	CONTRACTUAL SERVICES	ABC HOME & COMMERCIAL SERVICES	P & R PORTA POTTIES	180.00	00000021492

Total for Dept 751 PARKS & RECREATION COMMISSION: 230.00

Dept 790 LIBRARY

101-790-853.000	COMMUNICATIONS/TELEPHONE	QUICK CONNECT USA	SEPTEMBER PHONE	90.84	00000021517
101-790-921.000	NATURAL GAS/SOUTHEASTERN MI	SEMCO ENERGY GAS COMPANY	7013 MELDRUM RD.	16.91	00000021518
101-790-930.000	BUILDING MAINTENANCE	LUMBER JACK	LIBRARY REPAIRS	18.99	00000021510
101-790-930.000	BUILDING MAINTENANCE	PRIOR PLUMBING & HEATING, INC.	BULB	25.87	00000021516

Total for Dept 790 LIBRARY: 152.61

Total for Fund 101 GENERAL GOVERNMENT: 6,717.83

Fund 206 FIRE FUND

Dept 000 RECEIPTS

206-000-716.000	INSURANCE BENEFITS, HOS/LI/D/V	BLUE CROSS BLUE SHIELD OF MICH	MEDICAL COVERAGE NOVEMBER	1,331.78	00000021496
206-000-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	MONTHLY SERVICE FEE	15.00	00000021514
206-000-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS STANDARD INSURANCE COMPANY	LIFE AND DISABILITY	131.89	00000021520
206-000-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	TONER CARTRIDGE	64.99	00000021521
206-000-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	HIGHLIGHTER, CARTRIDGE	45.78	00000021521
206-000-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	2010 CALENDARS	20.37	00000021521
206-000-727.000	SUPPLIES, BLDG/CLEANG, PAPPD	PIONEER PRODUCTS, INC.	WASH AND WAX	664.67	00000021515
206-000-853.000	COMMUNICATIONS/TELEPHONE	QUICK CONNECT USA	SEPTEMBER PHONE	198.99	00000021517

206-000-860.000	TRANSPORTATION/MILEAGE, GAS	FOSTER BLUE WATER OIL	NO LEAD FUEL	39.99	00000021505
206-000-921.000	NATURAL GAS/SOUTHEASTERN MI	SEMCO ENERGY GAS COMPANY	7065 MELDRUM	58.90	00000021518
206-000-930.000	BUILDING MAINTENANCE	LUMBER JACK	GFCI	11.99	00000021510
206-000-935.130	MAINTENANCE TRUCK 2003 E-2	MICHIGAN FIRE APPARATUS, INC.	2003 E ONE PUMPER REPAIR	220.75	00000021511
				<u>220.75</u>	
		Total for Dept 000 RECEIPTS:		2,805.10	

Total for Fund 206 FIRE FUND: 2,805.10

Fund 210 AMBULANCE FUND

Dept 000 RECEIPTS					
210-000-620.000	EMS EDUCATIONAL CLASS FEES	HIXSON, ERIC	REFUND EMS CLASS DEPOSIT CLASS CANCELLED	500.00	00000021506
210-000-745.000	EMERGENCY SUPPLIES, MEDICAL	BLUE WATER INDUSTRIAL PRODUCTS	SIZE MEDICAL ASSORTED	24.00	00000021497
210-000-802.000	BILLING SERVICE FEES	ACCUMED BILLING INC.	COMMISSION ON SEPTEMBER COLLECTIONS	741.41	00000021493
210-000-853.000	COMMUNICATIONS/TELEPHONE	AMERICAN MESSAGING	LOCAL ALPHA	102.13	00000021495
210-000-935.200	MAINTENANCE ALPHA - 1	MICHIGAN FIRE APPARATUS, INC.	96 E350 SIREN REPAIR	527.41	00000021511
210-000-935.201	MAINTENANCE BRAVO-1	MICHIGAN FIRE APPARATUS, INC.	99 E350 LIGHTS AND BRAKES	829.37	00000021511
				<u>829.37</u>	
		Total for Dept 000 RECEIPTS:		2,724.32	

Total for Fund 210 AMBULANCE FUND: 2,724.32

Fund 592 WATER/SEWER FUND

Dept 536 SEWER DEPT					
592-536-716.000	INSURANCE BENEFITS, HOS/LI/D/V	BLUE CROSS BLUE SHIELD OF MICH	MEDICAL COVERAGE NOVEMBER	2,923.08	00000021496
592-536-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS	MONTHLY SERVICE FEE	29.62	00000021514
592-536-716.000	INSURANCE BENEFITS, HOS/LI/D/V	STANDARD INSURANCE COMPANY	LIFE AND DISABILITY	504.14	00000021520
592-536-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	CALENDARS, DESK PADS	35.87	00000021521
592-536-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	FILE BOX HANGING	24.00	00000021521
592-536-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	2010 CALENDARS	10.65	00000021521
592-536-728.000	SUPPLIES\TOOLS\HARDWARE	FAMILY FARM AND HOME	LANTERN, AIR TANK	6.99	00000021504
592-536-728.000	SUPPLIES\TOOLS\HARDWARE	FAMILY FARM AND HOME	LANTERN, AIR TANK	44.99	00000021504
592-536-728.000	SUPPLIES\TOOLS\HARDWARE	LUMBER JACK	LIBRARY REPAIRS	7.96	00000021510
592-536-728.000	SUPPLIES\TOOLS\HARDWARE	LUMBER JACK	MISC HARDWARE AND BULBS	5.24	00000021510
592-536-728.000	SUPPLIES\TOOLS\HARDWARE	STATE CHEMICAL MANUFACTURING	PEN PENETRATING OIL	96.12	00000021523
592-536-730.000	WATER/SEWER TAP MATERIALS	ENMET CORPORATION	LABOR, BATTERY PACK, SENSOR	344.41	00000021502
592-536-776.000	SUPPLIES, LIFT STATION(PUMP,ET	N.R. MITCHELL CO.	EMU ELBOW SAVER INSERT	339.20	00000021512
592-536-840.000	MEDICAL, PI/SHOTS/ETC	CONCENTRA MEDICAL CENTERS	DRUG SCREEN BEIER	34.50	00000021500
592-536-853.000	COMMUNICATIONS/TELEPHONE	QUICK CONNECT USA	SEPTEMBER PHONE	165.87	00000021517
592-536-860.000	TRANSPORTATION/MILEAGE, GAS	FOSTER BLUE WATER OIL	NO LEAD FUEL	350.51	00000021505
592-536-921.000	NATURAL GAS/SOUTHEASTERN MI	SEMCO ENERGY GAS COMPANY	SERVICE 9162 DIXIE	12.41	00000021518
592-536-921.000	NATURAL GAS/SOUTHEASTERN MI	SEMCO ENERGY GAS COMPANY	SERVICE 7085 MELDRUM	7.39	00000021518
592-536-921.000	NATURAL GAS/SOUTHEASTERN MI	SEMCO ENERGY GAS COMPANY	SERVICE 7075 MELDRUM	46.90	00000021518
592-536-936.000	VEHICLE MAINTENANCE	FAIR HAVEN AUTO PARTS	OIL FILTER	1.29	00000021503
592-536-936.000	VEHICLE MAINTENANCE	FOSTER BLUE WATER OIL	10W 30 OIL	185.91	00000021505
				<u>185.91</u>	
		Total for Dept 536 SEWER DEPT:		5,177.05	

Dept 537 WATER DEPT					
592-537-716.000	INSURANCE BENEFITS, HOS/LI/D/V	BLUE CROSS BLUE SHIELD OF MICH	MEDICAL COVERAGE NOVEMBER	6,242.23	00000021496
592-537-716.000	INSURANCE BENEFITS, HOS/LI/D/V	PBS	MONTHLY SERVICE FEE	52.13	00000021514
592-537-716.000	INSURANCE BENEFITS, HOS/LI/D/V	STANDARD INSURANCE COMPANY	LIFE AND DISABILITY	796.21	00000021520
592-537-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	CALENDARS, DESK PADS	35.86	00000021521
592-537-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	FILE BOX HANGING	23.99	00000021521
592-537-726.000	OFFICE SUPPLIES	STANDARD OFFICE SUPPLY	2010 CALENDARS	10.65	00000021521
592-537-728.000	SUPPLIES\TOOLS\HARDWARE	FAMILY FARM AND HOME	LANTERN, AIR TANK	6.99	00000021504
592-537-728.000	SUPPLIES\TOOLS\HARDWARE	LUMBER JACK	LIBRARY REPAIRS	7.96	00000021510
592-537-728.000	SUPPLIES\TOOLS\HARDWARE	LUMBER JACK	MISC HARDWARE AND BULBS	5.23	00000021510
592-537-728.000	SUPPLIES\TOOLS\HARDWARE	STATE CHEMICAL MANUFACTURING	PEN PENETRATING OIL	96.11	00000021523
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	ALEXANDER CHEMICAL CORPORATION	CYLINDER RENTAL	90.00	00000021494
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	ALEXANDER CHEMICAL CORPORATION	CHLORINE	675.00	00000021494
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	KEMIRA WATER SOLUTIONS	SUPERFLOC	142.99	00000021508
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	USA BLUE BOOK	CYLINDER BRUSH, & BOTTLE	34.70	00000021524
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	COMCAST	OCTOBER SERVICE	79.95	00000021499
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	IDEXX LABORATORIES, INC.	200 VESSELS WST AND SB	373.76	00000021507
592-537-729.000	SUPPLIES/WATER PLANT OPERATION	VWR INTERNATIONAL	SUPPLIES	73.56	00000021525

