GENOA CHARTER TOWNSHIP BOARD Regular Meeting and Public Hearing March 16, 2015 6:30 p.m.

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public*:

Approval of Consent Agenda:

1. Payment of Bills.

2. Request to Approve Minutes: March 2, 2015

Approval of Regular Agenda:

3. Consider a request from the Villas of Oak Pointe regarding painting of the Oak Pointe Water Tower.

4. Request for approval of a cross connection program for the Oak Pointe water system.

5. Request for approval of the third amendment to the General Fund Budget 101 for the Fiscal Year ending March 31, 2015 as provided by Clerk Skolarus.

6. Request for approval of the General Fund Budget 101 for the Fiscal Year ending March 31, 2016 as provided by Clerk Skolarus.

- a. Call to the Public.
- b. Consideration of salary increases for the Supervisor, Clerk and Treasurer.
- c. Disposition of the General Fund Budget ending March 31, 2016.
- d. Disposition of a 2.5% for all clerical, accounting and contractual staff as related to the Township Personnel Manual.

7. Request for approval of the following budgets for the Fiscal Year ending March 31, 2016: Liquor Fund 212, Road Improvement Fund 261, Road/Lake/Lighting Reimbursement Fund 264, Future Development Parks and Recreation Fund 270 and Cemetery/Building Reserve Fund 271 as provided by Clerk Skolarus.

- a. Call to the public.
- b. Disposition of budgets as requested.

8. Request for approval of the following debt service fund budgets for the Fiscal Year ending March 31, 2016: 852, 855-859, 862, 864, 870, 872 873 and 875 as provided by Treasurer Hunt.

- a. Call to the public.
- b. Disposition of budgets as requested.

9. Request for approval and renewal of the Michigan Uniform Video Service Local Franchise Agreement as requested by Comcast.

10. Consideration of a request from SELCRA for supplemental funding in support of a budget shortfall.

Correspondence Member Discussion Adjournment

*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: March 16, 2015

	\$133,260.25
TOWNSHIP GENERAL EXPENSES: Thru March 16, 2015	\$75,202.39
March 13, 2015 Bi Weekly Payroll	\$8,434.32
OPERATING EXPENSES: March 16, 2015	\$216,896.96
TOTAL:	·

			Check_Date	Check Amount
Check Number		Vendor Name	02/24/2015	500.00
31553		Michael Archinal	02/24/2015	46.61
31554	AT&T Fax	AT&T	02/24/2015	3,634.36
31555	CARDM	Chase Card Services	02/24/2015	137.88
31556	COMCAST		02/24/2015	287.60
31557	Dyk	Dykema Gossett, PLLC	02/24/2015	87.54
31558		Pitney Bowes, Inc.	02/24/2015	13.92
31559	stone	Sharon Stone	02/24/2015	103.64
31560		Tri County Supply, Inc.	02/24/2015	300.89
31561		Walmart Community		8.97
31562		Applied Imaging	03/04/2015	104.00
31563	Clearwat	Clearwater Systems	03/04/2015	5,285.50
31564		Cooper's Turf Management LLC	03/04/2015	138.47
31565	DTE	DTE Engergy - Community Lighti	03/04/2015	79,735.56
31566	Duncan	Duncan Disposal Systems	03/04/2015	10,385.45
31567	EHIM	EHIM, INC	03/04/2015	•
31568	LIVCTTR	Livingston County Treasurer	03/04/2015	25,911.77 337.50
31569	Net serv	Network Services Group, L.L.C.	03/04/2015	
31570	Perfect	Perfect Maintenance Cleaning	03/04/2015	1,340.00
31571	PITNEYBO	Pitney Bowes, Inc.	03/04/2015	1,134.00
31572	USBNA	US Bank, N.A.	03/04/2015	1,233.97
31573	AMER IMA	Applied Imaging	03/09/2015	10.27
31574		American Aqua	03/09/2015	153.70
31575	COMCAST		03/09/2015	323.60
31576		RConsumers Energy	03/09/2015	727.12
31577		Continental Linen Service	03/09/2015	102.90
31578		DTE Energy	03/09/2015	37.65
31579		Genoa Township Parks & Recreat	03/09/2015	340.00
31580		OGordon's Food Services	03/09/2015	265.22
31581	LC REG D	Livingston Co. Register Of Dee	03/09/2015	101.00
31582		Master Media Supply	03/09/2015	379.22
	OEX	Office Express Inc.	03/09/2015	51.92
31583	+	Kathryn Poppy	03/09/2015	40.02
31584	Рорру	Kaun yu r oppy		

Report Total:

133,260.25

Accounts Payable Computer Check Register

User: cindy Printed: 03/05/2015 - 12:44 Bank Account: 101CH

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Genoa Township

57 WEEK4 Prylow 2015 213-2015

2911 Dorr Road Brighton, MI 48116

(810) 227-5225

Bank Account. 101CH		(*)			
Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13283	EFT-FED	EFT- Federal Payroll Tax	03/13/2015		7,667.65 4,394.94 4,394.94 1,027.86 1,027.86
			283 Total:		18,513.25
13284	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/13/2015	_	2,904.13
		Check 1	3284 Total:	-	2,904.13
13285	EFT-TASC	EFT-Flex Spending	03/13/2015	<i>2</i> –	1,133.04
		Check 1	3285 Total:	-	1,133.04
13286	EFT-PRIN	EFT-Principal Retirement 457	03/13/2015	-	945.00
		Check 1	3286 Total:		945.00
13287	EFT-ROTH	EFT-Principal Roth	03/13/2015	-	1,015.00
		Check	13287 Total:		1,015.00
13288	FIRST NA	First National Bank	03/13/2015		3,590.00 47,101.97

Check 13288 Total:	50,691.97
Report Total:	75,202.39

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3:32 PM 03/09/15

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills

February 24 through March 9, 2015

Туре	Date	Num	Name	Memo	Amount
Bill Pmt -Check Bill Pmt -Check Bill Pmt -Check Bill Pmt -Check	02/25/2015 02/25/2015 03/02/2015 03/04/2015	3260 3261	AT & T Bullseye Telecom Pfeffer, Hanniford & Palka CONSUMERS ENERGY	Telephone Internet Service Feb12 to March 11, 2 003CA32, 003CACC Oak point water and Sewer	-83.00 -352.30 -2,200.00 -1,337.68
				Total	-3,972.98

3:30 PM

#593 LAKE EDGEWOOD W/S FUND Payment of Bills February 24 through March 9, 2015

Туре	Date N	Num	Name	Memo	Amount
				-142	
Bill Pmt -Check	02/25/2015 26	599	Brighton Analytical L.L.C.		-154.00
Bill Pmt -Check	02/25/2015 27	700	BullsEye Telecom	02-10 to 03-09-2015	-377.34
Bill Pmt -Check	03/02/2015 27	701	Brighton Analytical L.L.C.	Laboratory costs	-670.00
Bill Pmt -Check	03/02/2015 27	702	Pfeffer, Hanniford & Palka	Professional Services 11/1/14 to 02/20/15	-1,700.00

3:33 PM

#595 PINE CREEK W/S FUND Payment of Bills

Total

February 24 through March 9, 2015

ì	Туре	Date	Num	Name	Memo	Amount	
	Bill Pmt -Check	03/02/2015	2138	Pfeffer, Hanniford & Palka	Pine Creek profesional Services	-600.00	
					Total	-600.00	

3:28 PM

#503 DPW UTILITY FUND Payment of Bills

February 24 through March 9, 2015

Туре	Date Num	Name	Мето	Amount
Bill Pmt -Check Bill Pmt -Check	02/26/2015 3141 02/26/2015 3142	Greg Tatara HUMPHRISS	Monthly Car Allowance March 2015 Monthly Car Allowance March 2015	-500.00 -250.00
Bill Pmt -Check Bill Pmt -Check	03/05/2015 3143	State of Michigan State of Michigan	Dave Miller Class A test Plate for new Water Dept Truck	-70.00
Bill Pmt -Check	03/09/2015 3145	Water Environment Federation	Greg Tatara	-127.00

Total

-960.00

-2,901.34

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GENOA CHARTER TOWNSHIP BOARD Regular Meeting March 2, 2015

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:3 p.m. The Pledge of Allegiance was then said. The following members were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Linda Rowell, Jim Mortensen, Todd Smith and Jean Ledford. Also present were Township Manager Michael Archinal, Township DPW Director Greg Tatara and 5 persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Mortensen and supported by Smith to approve all items listed under the consent agenda as requested. The motion carried unanimously.

1. Payment of Bills.

2. Request to Approve Minutes: Feb. 16, 2015

Approval of Regular Agenda:

Moved by Ledford and supported by Skolarus to approve for action all items listed under the regular agenda. The motion carried unanimously.

3. Request for approval of the DPW budget for FY 2015/2016 as recommended by the Utilities Director.

Moved by Mortensen and supported by Rowell to approve the 2015/2016 System Labor and Equipment Percentage Allocation and the DPW Budget for FY Ending March 31, 2016 as requested by Dr. Tatara. The motion carried unanimously.

4. Request for approval of the Oak Pointe water budget, Oak Pointe sewer budget for FY 2015/2016, and the Lake Edgewood water budget as recommended by the Utilities Director.

Moved by Skolarus and supported by Mortensen to amend the FY 2015 and approve the FY 2016 Operating Budgets for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System budgets as requested by Dr. Tatara. The motion carried unanimously.

5. Discussion regarding the Michigan Townships Association Robert R. Robinson Memorial Scholarship.

Moved by Smith and supported by Rowell to approve the endorsement to the memorial scholarship fund and post on the Township website. The motion carried unanimously.

6. Discussion and possible action regarding 2015 Pavement Preservation Program.

Moved by Smith and supported by Hunt to approve up to \$101,000.00 for the rehabilitation and improvement to Golf Club Road relative to the County's Pavement Preservation Program and the Township's Capital Improvement Program. The motion carried unanimously.

7. Discussion regarding SELCRA funding.

No action was taken by the Board. Concerns were raised with regard to the budget shortfall.

The regular meeting of the Genoa Charter Township Board was adjourned at 8:05 p.m.

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Paulette A. Skolarus, Clerk Genoa Charter Township

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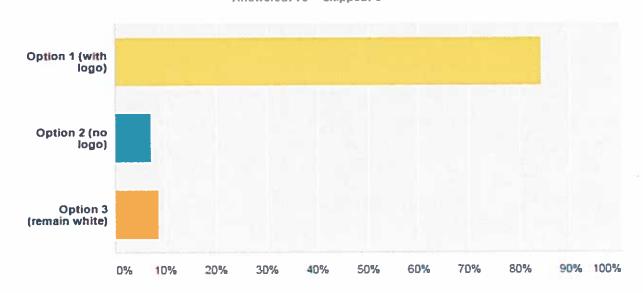
Moved by Skolarus and supported by Mortensen to amend the FY 2015 and approve the FY 2016 Operating Budgets for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System budgets as requested by Dr. Tatara. The motion carried unanimously.

To: Genoa Township Board Members From: John Berkaw, President of the Board of Directors of Villas of Oak Pointe Date: March 11, 2015 Subject: Painting the white Oak Pointe logo on the Oak Pointe water tower

As the water tower is on Villas property and it is a constant visual object for our residents (as compared to others in the Oak Pointe Water and Sewer district), we wanted to express our strong support for putting the logo on the tower.

We recognize that one issue was the board's concern that it might not have the support of the community. Our board surveyed our residents and got very strong support for the logo as compared to the gray tweed or just white. Please see the results of the survey below.

Please check the box that reflects your preference regarding the painting of the water tower.



Ans	swer Choices	Responses	
÷	Option 1 (with logo)	84,29%	59
~	Option 2 (no logo)	7.14%	5
-	Option 3 (remain white)	8.57%	6
Tot	al		70

Based upon the survey, the board of directors passed the following resolution: Resolved, that the Board of Directors of the Villas of Oak Pointe Association has considered many alternative renderings for the painting of the water tower located within the Oak Pointe Community and has unanimously decided to recommend to Genoa Township that they approve the painting as shown on the attached rendering with the gray tweed and white logo.

As background, the board consulted with a resident of the Villas of Oak Pointe, Alyce Rieminschneider, a nationally recognized architect designer familiar with these issues. After evaluating many alternatives, she recommended the logo and color scheme on the rendering. She said the contrast between the strength of the bold tone and the delicacy of the logo will make the water tower quite unique and will complement very well with the design and colors of the homes and landscaping within the Villas.

The Oak Pointe Country Club's General Manager, Chip Hierlihy, sent me a letter that said "I wanted to drop you a note and let you know how much we at Oak Pointe Country Club appreciate the work you've done in supporting the Oak Pointe Community. The proposed white Oak Pointe logo will be very distinctive and we certainly support your efforts at getting the Genoa Township Board to reconsider their decision."

Another concern of the board was the incremental cost of \$14,800 to paint the logo. To put that into perspective, it is an additional 82 cents per year per water user over the 20 year life of the painting. Our board believes that is a relatively nominal amount compared to the positive impact that it will have on our community. As an aside, Genoa Township currently receives more than that each year from the revenue derived from the antennas on the Villas property. Oak Pointe is not only the community in which we live, but it is also the name of the water and sewer district served by the water tower.

We thank the board for their willingness to reconsider their decision based upon the strongly held views of our residents on this topic.



Resolved, that the Board of Directors of the Villas of Oak Pointe Association has considered many alternative renderings for the painting of the water tower located within the Oak Pointe Community and has unanimously decided to recommend to Genoa Township that they approve the painting as shown on the attached rendering with the gray tweed and white logo.

As background, the board consulted with a resident of the Villas of Oak Pointe, Alyce Rieminschneider, a nationally recognized architect familiar with these issues. She recommended the logo and color scheme on the rendering. She said the contrast between the strength of the bold tone and the delicacy of the logo will make the water tower quite unique and will complement very well with the design and colors of the homes and landscaping within the Villas. The Villa's board of directors surveyed its residents on February 8th and asked them if they would prefer (1) the painting as approved at the Genoa Township board meeting on February 2nd or (2) the painting of the water tower with the logo acknowledging that the incremental annual cost of adding the logo would be \$.82 per resident over the estimated 20 year life of the painting. 70% of the residents responded with 84% recommending the proposed logo and color scheme.

The board believes that the additional \$14,800 cost to paint the logo is relatively nominal considering the positive impact that it will have on the community. Oak Pointe is not only the community in which we live, but it is also the name of the water and sewer district served by the water tower.

This is a true copy of a resolution passed by the Board of Directors of the Villas of Oak Pointe at a board meeting held on February 12th, 2015

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John Berkaw President of the Board of Directors of the Villas of Oak Pointe Association



Dear John,

I wanted to drop you a note and let you know how much we at Oak Pointe Country Club appreciate the work you've done in supporting the Oak Pointe Community.

The proposed white Oak Pointe logo will be very distinctive and we certainly support your efforts at getting the Genoa Township Board to reconsider their decision.

Sincerely,

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Chip Hierlihy, PGA General Manager Oak Pointe Country Club Chip.hierlihv@clubcorp.com

03/02/15 1



MEMO

MANAGER	REVIEW:
RE:	Cross Connection Control Program Approval for the Oak Pointe Water System
DATE:	March 9, 2015
FROM:	Greg Tatara, Utility Director
TO:	Honorable Members of the Genoa Charter Township Board

For consideration at tonight's Board Meeting is the approval of the Oak Pointe Water System Cross Connection Control Program and adoption of the current Michigan Department of Environmental Quality (MDEQ) Cross Connection Rules Manual. Recently, the Oak Pointe Water System had a Sanitary Survey completed by the MDEQ. This survey involves the State Regulator performing a site inspection, documenting all components of the water system, and verifying that all emergency, program plans and paperwork are in order. The Oak Pointe Water System fared well in this inspection, with the exception of 2 items:

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- The State is concerned about the limited well capacity. For the past two years, daily production has been significantly below the theoretical maximum daily production of 1.5 Million Gallons per Day (MGD). However, in 2012, during the peak of a warm and dry summer, daily production totals at Oak Pointe reached 1.38 MGD, which is over the 90% threshold of actual versus available production.
- 2) The Oak Pointe Water System did not have an approved Cross Connection Control Program on File with the State of Michigan.

We share the State's concern with regard to available well production. However, there is not an economical or easily engineered solution to this concern. As a result, it is listed as a concern, but not a deficiency.

In response to item 2, please find attached a copy of the proposed Cross Connection Control Program for Oak Pointe. A cross connection is an arrangement of piping where backflow could occur during a period of system pressure reduction that could result in a reversal of the flow of water, which would have the potential to contaminate the potable water supply. By having an effective program, we reduce the risk of this event occurring in the Oak Pointe System for the protection of the customers connected to the system.

Based on the above explanation and the attached documents, please consider the following motions:

Moved by______, supported by______ that Genoa Charter Township, as the governing body of the Oak Pointe Water System, hereby adopts the MDEQ Cross Connection Control Rules Manual and approves of the Oak Pointe Cross Connection Control Program dated February 18, 2015.

Genoa Township - Oak Pointe Water System (WSSN 1002)

Cross Connection Control Program Revised 02/18/2015

I. introduction

in accordance with the requirements set forth by the Michigan Department of Environmental Quality (MDEQ), Genoa Charter Township (Genoa) has officially adopted the state of Michigan cross connection rules to protect the public water supply system. A cross connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow is defined as the undesirable reversal of flow of water of questionable quality, wastes or other contaminants into a public water supply. The purpose of this program is to avoid contamination of the public water supply by preventing and eliminating cross connections. It is Genoa's intent to carry out a comprehensive and effective cross connection control program (CCCP) to ensure public health is protected and the requirements of the Michigan Safe Drinking Water Act are complied with.

II. Authority

The authority to carry out and enforce the local CCCP is provided from Genoa Ordinance 960110 Section 14 (see **Appendix A**), the Michigan Safe Drinking Water Act (Act 399), the MDEQ, Water Bureau Cross Connection Rules Manual and the Michigan Plumbing Code.

III. Program Approach

The objectives of this program will be met primarily by:

- Routinely inspecting water customers for cross connections or potential cross connections.
- Requiring water customers to test backflow prevention assemblies.
- Maintaining cross connection control records.
- Actively enforcing violations of the program.
- Providing public education.
- Reporting the status of the program to the MDEQ.

Genoa shall ensure that there are adequate personnel and resources to carryout the necessary field and administrative requirements for this program. Genoa adopts the MDEQ, Water Bureau Cross Connection Rules Manual as a guide to prevent and eliminate cross connections (see Appendix D).

iV. inspections

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established (see Section VI). A representative of the water utility or their designated agent shall be responsible for inspections. Individuals responsible for conducting inspections shall have obtained sufficient training on cross connection rules, identification, and corrective actions.

Inspections shall consist of entering a facility and inspecting from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using the inspection forms in **Appendix B**, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices, and other pertinent information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, Genoa will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that back flow will occur, or are known/suspected to have cross connections.

Once initial inspections of all accounts are complete, then a re-inspection frequency shall be determined for each account based on the degree of hazard and potential for backflow. The MDEQ Cross Connection Rules Manual will be a guide in classifying the degree of hazard of each account. However, in general, <u>situations in which backflow could cause illness or death shall be considered high hazard. Accounts that pose a high hazard or have a high potential for back flow to occur, must be re-inspected at least once per year. All other accounts must be re-inspected once every 3 years based on the degree of risk. Other factors such as new construction, water quality complaints or anomalies in customer billing may prompt an immediate re-inspection. After initial cross connection inspections are complete a comprehensive list or inventory of all backflow prevention devices shall be on record including all pertinent data.</u>

Following an inspection, Genoa shall inform the customer of their compliance status with the cross connection rules. Template notices in **Appendix C** may be used to inform customers of upcoming inspections, required corrective actions, compliance status, etc.

V. Testing Backflow Prevention Assemblies

When all initial inspections have been completed, a comprehensive list of backflow preventers installed on customer plumbing systems will be on record. The backflow preventers that are <u>testable</u> assemblies shall be placed on a routine testing schedule. Based on the associated degree of hazard and probability of backflow, each assembly will be assigned a testing frequency. Assemblies in place on high hazard connections must be tested annually. All other accounts must be tested once every 3 years. In addition, all assemblies must be tested immediately following installation and repair. Only individuals that are either ASSE 5110 tester certified for backflow prevention assembly testing or hold a valid Michigan plumbing license and have successfully passed an approved backflow testing class shall perform such testing.

Upon notice from Genoa, it shall be the responsibility of the water customer to arrange for the assembly to be tested and submit the completed test form.

Following the initial cross connection inspections and subsequent classification of accounts (e.g. assigning a degree of hazard), assembly testing notices shall be sent to customers each year. The notices shall be sent out in a timely manner in order to provide adequate time for customers to comply, and the timing will consider seasonal assemblies. Template notices in **Appendix C** may be used to inform customers of testing requirements. These notices will:

- Clearly identify the assembly requiring testing (size, make, model, location, etc.)
- Stipulate the date by which the assembly must be tested.
- Indicate that tests must be completed by an ASSE certified tester.
- Enclose a standard test form (see Appendix C).

When assembly testing reports are received by the utility, they will be checked for the following:

- Ail the necessary information was provided
- Name and certification number of the tester is provided
- The test results appear valid
- The assembly tested matches the assembly requiring testing (Make, Model, etc.)
- The assembly is ASSE certified

Cross connection control program staff will follow up with owner or tester on questionable test forms. A customer may be asked to have an assembly retested if the original test results do not appear valid. Test forms must be received and kept on record for each required test.

VI. Record Keeping

A system of cross connection record keeping shall be maintained. Special software specifically for cross connections may be used for:

- Efficient record searches
- Easy reporting
- Simple updating
- Automatic letter generation
- Automatic deadline notification

All cross connections account information must be in the records including:

- Address and location
- Owner name and contact information
- List of testable assemblies
- Description of other cross connections within the facility
 - Air gaps
 - Non-testable assemblies
- Degree of hazard classification and basis
- Required re-inspection frequency
- Photos or sketches if available

All testable assemblies must be in the records including:

- Location of the assembly
- Name and contact information of assembly owner
- Make, model, and size of assembly
- ASSE standard number
- Degree of hazard classification
- Required testing frequency and basis
- Seasonal or permanent status

Tracking changes in water use or tracking new customers is a critical part of the cross connection program. Genoa shall make every attempt to prevent/eliminate cross connections at installation to ensure future compliance. An effort shall be made to cooperate and communicate with the local plumbing code inspector to better accomplish this goal.

Standard letter, form, and report templates may be used to simplify the program requirements including:

- Inspection forms
- Assembly testing forms
- Inspection and/or assembly testing notification letters
- Non compliance letters
- Water service termination notice
- Hydrant use authorization forms

Copies of the written cross connection control program, ordinance, and DEQ approval letter should be kept on file. Copies of the MDEQ annual reports shall be kept for a minimum of 10 years.

VII. Enforcement

To protect public health, water customers found to be in violation of the cross connection rules will be brought into compliance in a timely manner or lose their privilege to be connected to the public water system. To properly enforce these rules Genoa's ordinance provides authority to inspect facilities, terminate water service, and assess fines.

Following an inspection the customer will be sent either a compliance notice or a non-compliance notice. The timeframe to complete the necessary corrective actions is at the discretion of the utility and will be based primarily on the degree of risk posed by the violation but should also consider the complexity/cost of the necessary corrective actions. <u>Cross connections that</u> <u>pose an imminent and extreme hazard shall be disconnected immediately</u> <u>and so maintained until proper protection is in place</u>. Cross connections that do not pose an extreme hazard are generally expected to be eliminated within 30-60 days. The necessary corrective action and deadline shall be described in the non-compliance notice to the customer.

Failure to perform a required backflow prevention assembly test or pass a test constitutes a cross connection and must be corrected.

If a water shut off is necessary to protect the public water system, the local health department, fire department and local law enforcement will be notified.

VIII. Public Education

The cross connection control program staff must have a good understanding of the program. Genoa shall ensure their cross connection control staff receives proper in-the-field training as well as classroom education focusing on terminology, back flow prevention devices, regulations and hydraulic concepts. In addition, cross connection control staff will be encouraged to receive continuing education to be made aware of new backflow prevention devices, regulation changes (i.e. plumbing code updates) and new water use devices that pose cross connection concerns, etc.

Furthermore, attempts to educate the public about cross connections will be made by distributing pamphlets on common residential cross connections, visiting schools, providing onsite education of facility management and maintenance staff during routine inspections, speaking at condominium association meetings, showing videos on local access channels or posting newspaper announcements.

Cross connection staff shall also be available upon request to provide backflow prevention education to pertinent community officials and Genoa employees.

IX. Annual Report

Part 14 of the Michigan Safe Drinking Water Act requires that each community report the status of their program to the MDEQ annually. The report summarizes testing, inspection and corrective action efforts. Cross connection records shall be on file to document each number on the report. The annual report form shall be filled out completely and submitted by the deadline. A narrative description shall be included explaining any unusual numbers or significant events such as:

- The addition or loss of a cross connection staff person
- Greatly expanded/contracted number of cross connection accounts
- Status of accounts not currently in compliance

Appendix A

Genoa Sewer and Water Ordinance

Ordinance No. 960110: Genoa-Oceola Sewer & Water Authority Water Use and Rate Ordinance

14. Cross-Connections Rules Adopted

14.1 Cross Connection; Prohibition

- 14.1.1. Cross connections shall be prohibited. It shall be Unlawful for any person to make, permit to be made, or permit to exist, any cross connection on any lot or parcel of land owned or occupied by him.
- 14.1.2. The Authority adopts by reference the Water Supply Cross Connection rules of the Michigan Code of Public Health being R325.11401 to R325.11407 of the Michigan Administrative Code's amended and modified.

14.2 Inspections

That it shall be the duty of the Authority to cause inspections to be made of all properties served by the public water supply where a cross connection with the public water supply is deemed probable. The frequency of inspections and re-inspections based on potential health hazards involved shall be established by the Authority. The cost of inspection as determined by the Authority shall be borne and paid by the property owner upon which the inspection takes place.

14.3 Entry Rights

That the Director, or his designee shall have the right to enter at any reasonable time any property served by a connection to the public water supply of the Authority, for the purposes of inspecting the piping system or systems thereof for cross connections. On request the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed prima facie evidence of the presence of cross connections.

14.4 Cross Connection Shutoff

Where contamination of any water main is an immediate possibility or where contamination of any main occurs and a cross-connection, is found, the Authority may order the water to be immediately shut off without giving notice to the owner or occupant of land as prescribed herein.

14.5 Correction Required

Water service to such property shall not be restored until the cross connection(s) have been eliminated in compliance with the provisions of the ordinance.

14.6 Protection and Notification

That the potable water supply made available on the properties served by the Water Supply System shall be protected from possible contamination as specified by this ordinance and by the State and County

Plumbing Code as adopted, amended and modified by Livingston County and the State of Michigan. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as:

*WATER UNSAFE FOR DRINKING *

14.7 Supplemental

That this ordinance does not supersede any State of Michigan or Livingston County Plumbing Code or ordinance, and it shall be supplementary to such other lawful regulations as may from time to time be adopted.

14.8

The Authority is authorized and directed to take such other precautionary measures as may be deemed necessary to eliminate any danger of contamination of the water system. Water service to the land in question shall not be restored until either the cross-connection has been eliminated, or evidence furnished and access permitted to enable the Authority to determine that no cross-connection prohibited by this Chapter exists.

Appendix B

Cross Connection Inpsection Form

Date Res	orbited Eastity Account	No Customer ID No	Pacific ID No Instal ID No Test ID		
□ Victoria □ Esqu □ Sidney □ Nort □ Colwcod □ View	n Saanich ⊡ Sooke □ East S Royal □ Langford □ Highla	th 🛛 Central Saanich ooke 🗇 Metchosin nds	Backflow Protection (BFP) Type Glossary AG – Ar Gap RP – Reduced Pressure Principle Assembly DC – Double Check Valve Assembly AVB – Atmospheric Vacuum Breaker PVB – Pressure Vacuum Breaker DuCh – Dual Check		
Designated Facility Contact Person Info (Please fill out this section) Critact Person Name Contact Person Trate Contact Person Organization critact Person Mailing Address (Unit no, Street Name, City, Prov. Postal Code)					
Contact Person Email A	30'854	Contact Phone No	Contact Pax No Contact Ces No (coner)		
Facility Name (Common	D (Please fill out this section name of building structure of instan- mity Astress (Street no, Street Name plane of Owner or O	ed device) or Park Name,)	Pacify Type (See Est on web site below) Designer Project No Facility Hazard Level		
Combined Siz Domestic C 1 Fire C 1	0 (Please check (2) and fil connection(s) and Wiler Moler & 12 * 12 0 34 0 1 0 1 % 0 2 0 3 12 0 34 0 1 0 1 % 0 2 0 3 12 0 34 0 1 0 1 % 0 2 0 3	Cinch)	No Explain		
E. BEP Info (P	wase check 🗹 and fill out t	his section)			
Water Usage	Downstream Process	BFP Type MG, AVE, PVE, RP, DC, De	Location (Flor Level, Room No, Equipment Tag, Elic)		
 Auxiliary Water Supply 	Well or Surface Water Storage Tank Reclaimed Water Rainwater Harvesting Other	⇒ BFP Type ⇒ BFP Type			
© Fire Sprinkler System	Anti-freeze (głycol system) Wet or Dry system Other Diana Ta	BFP Type: BFP Type: BFP Type: BFP Type: arm Over and Comp	_ ⇒ Location: ⇒ Location:		

Cross Connection Inspection Form (cont)

Facility Name

	Downstream	and full out this section) BFP Type	Location
Water Usage	Process	(AB, AVE, PVE, RP. DC, DADS	(Ploor Level, Room No, Equipment Tag. Elc)
	Chemical Injection		⇒ Locaton:
C Imigation	3 Non-Chemical Injection		⇒ Lecator
System	E Other		⇒ Location
	Water Heater T & P Valve		
m Handland I	Boler (water or steam)	⇒ BFP Type	
Heating / Cooling	Heat Exchanger	⇒ BFP Type	⇒ Location
Equipment	Water Cooled Ecupment	⇒ BFP Type	
Celmbritance	Cther		
	Dishi/ Glass washer		⇒ Location:
D	Canopy / Hood washer		⇒ Location:
Commercial	Beverage Carbonator		⇒ Location
Kitchen / Bar	I icemaker		
Equipment	Coner		⇒ Location
D	Washing Machine		⇒ Location
Commercial	Sink (inclianitor sink)	⇒ 87P Type	⇒ Location
Laundry /	Dry cleaning Ecuipment	⇒ BFP Type	⇒ Location
Janitor and /	Detergent Dispenser	⇒ BFP Type	
or Service Rooms	D Other	⇒ BFP Type	
Rooma	D Medical Equipment		⇒ Locanoni
	Sink (inc lab sink)		⇒ Lecation
Dental and /	E Fume Hood (Lab)	⇒ SEP Type	⇒ Location
or Labs	3 Dental Equipment	⇒ BFP Type	⇒ Location
VI Laus	D Other		⇒ Location
	I Hose Connecton (all)		
m belle a	Reverse Osmosis		⇒ Location:
I Misc. (other equip)	Car wash Equipment	⇒ 8FP Type	⇒ Location
forner edmist	П Отнег		
Designer / C	ross Connection Control	Survey Specialist (Plea	se fill out this section and sign below)
	connections protected? D Ye		
Designer (please)	print)		Telephone
Signature			Date

COMPLETE TWO Copies

Residential Cross Connection Survey Form

Water Supply		
Customer Name		
Customer Address		
Account Number		
 Underground lawn irrigation system? If yes, is it protected by a testable backflow preventer 	Yes □ ? □	No □ □
 Swimming pool or hot tub? If yes, is it protected by a testable backflow preventer 	□ ? □	
 Photo, chemical, medical, or other lab facilities? If yes, is it protected by a testable backflow preventer 	□ ? □	
 Private well or other source of water? If yes, is it protected by a testable backflow preventer 	□ ? □	
5. Boiler heat or water to air heat pump? If yes, is it protected by a testable backflow preventer?	2 0	
6. Garden hoses connected to possible contaminants? If yes, is it protected by a hose bibb vacuum breaker?		
7. Water softener? If yes, is it protected by an air gap?		
8. Other		

Appendix C

Oak Pointe Water System NOTICE OF CROSS CONNECTION INSPECTION

Property to be inspected:

Business Street Address Brighton, MI 48116

Representatives of the Oak Pointe Water System will be conducting a public water system cross connection control inspection at your facility within the next several months.

Why does the Oak Pointe Water System want to inspect the property?

The Michigan Department of Environmental Quality (MDEQ) requires all public water suppliers to have a Cross Connection Control Program. In addition, Genoa Township has an Ordinance (#960110 Section 14) which prohibits cross connections to the public water supply. A cross connection is a connection or potential connection between any part of a potable water system and any other substance that is not potable. A critical part of the program is the completion of a thorough, on-site, cross-connection control inspection of facilities served by the public supply.

What may happen as a result of the inspection?

The inspector will simply look for potential cross-connection problems at the facility and evaluate the need for installation of protection such as backflow prevention devices. In some cases, modifications of the building plumbing may be necessary to achieve the necessary protection of the public water distribution system.

Your assistance with this phase of the program is critical.

Oak Pointe Water System staff will conduct the cross connection inspection at your facility. All inspections will be done during normal and reasonable business hours. To properly perform their work, Water Department Staff will need complete access to your facility to inspect the plumbing system. Your cooperation and assistance will ensure a quick and accurate assessment.

If you have any questions about the facility inspection, or about the Cross Connection Control Program, please call the MHOG Utility Department at the Genoa Township Hall at 810.227.5225.

Oak Pointe Water System NOTICE OF REQUIRED BACKFLOW PREVENTER TESTING

Business Street Address Brighton, MI 48116

The Oak Pointe Water System's records indicate that the backflow preventer(s) located at the above address are due for testing.

The Michigan Department of Environmental Quality (MDEQ) requires all public water suppliers to have a Cross Connection Control Program. In addition, Genoa Township has an Ordinance (#960110 Section 14) which prohibits cross connections to the public water supply. A cross connection is a connection or potential connection between any part of a potable water system and any other substance that is not potable. A critical part of the program is the required testing of all backflow preventers on a periodic basis to make sure they are in good working order to prevent possible backflow of nonpotable or contaminated water into the public supply.

A list of the testable backflow preventers on your premises and a test form are enclosed with this letter. It is your responsibility to contact a certified backflow preventer tester and have the backflow preventer(s) tested. A test form must be filled out for each assembly and signed by the tester and returned to this office within 30 days.

We appreciate your cooperation and look forward to receiving the results of your backflow preventer(s) testing soon. If you have any questions about the required backflow preventer testing, or about the Cross Connection Control Program, please call the MHOG Utility Department at the Genoa Township Hall at 810.227.5225.

(Date)

Dear Oak Pointe Water System Customer,

SUBJECT: Containment Order for:

(Business) (Street Address) Brighton, Mi 48116

Based on our [enter date of inspection] review of your potable water connection to our public water supply system, we are requiring that you install a (name of backflow preventer) at a point located downstream of the water meter. The requirement to have the backflow preventer installed is in accordance with Genoa Township Ordinance #960110 Section 14. The purpose of this assembly is to prevent contamination of our potable system by ensuring that no water from your plumbing can backflow into our distribution system. In addition, we have classified your facility as (high or low) hazard and you are required to test this assembly (annually or every 3 years). The assembly must be ASSE approved and be installed above grade and located in an accessible area. It must also be tested upon installation by a certified backflow preventer tester with the results sent to our office on the attached testing report form.

It is important to note that we did not inspect your facility plumbing to each end point of use. Therefore, we cannot ensure that there are no cross connections within your plumbing. The containment assembly required is intended to protect the Oak Pointe Water System public water supply and does not prevent backflow within your facility. Please be aware that you may be responsible for providing potable water to any employees or public in accordance with MiOSHA Sanitation Standard 4201. As such you are encouraged to inspect for and eliminate cross connections in your facility. Please have the required backflow preventer installed and tested within 30 days of this letter.

Sincerely,

1st PSID PSID PSID PSID Test PSID Confirm PSID PSID PSID Pass Fail If 1" test passed, go to Sec. 5, otherwise complete sections 3-6.**NOTE: All failed tests are required to be sub SECTION 3. Repairs, if necessary SECTION 4.		ssembly Test Report Form Due Date:
SECTION 1. Device Information Location Type of Assembly Manufacturer Pressure Prime Manufacturer Manufacturer Pressure Pressure Pressure Pressure Pressure Pressure Pressure Section2. Ist PSD Confirma Section3. Repairs, Repairs, Repairs, Section4. Final PSD Confirma Section4. PSD Confirma PSD Confirma PSD Detable C = 1	Facility: Address:	Account #:
Location	Date of Test:	
Type of Assembly Model # Ima Int Shmoff C L Size Pressure Principle Assembly Pressure Vacuum Breaker SECTION 2. first lesi Double Check Valve Assembly Pressure Pressure Spillproof Vacuum Breaker SECTION 2. first lesi It Shmoff C L Pressure Spillproof Vacuum Breaker SECTION 2. first lesi It Check C C I Pressure Spillproof Vacuum Breaker SECTION 2. first lesi It Check C C I Pressure Spillproof Vacuum Breaker SECTION 2. first lesi It Check C C I Raisef O M Air Inlet O M Check C D Pass Fail If ''' est passed, go to Sec. 5, otherwise complete sections 3-6, "NOTE: All failed tests are required to be and Section 3-6, "NOTE: All failed tests are required to be and Section 3-6, "NOTE: All failed tests are required to be and Section 3-6, "SID PSID	SECTION 1. Devic	Information
Manufacturer		
Reduced Pressure Principle Assembly Pressure Vacuum Breaker Pressure Vacuum Breaker SECTION 2. First Test Pressure Vacuum Breaker SECTION 2. First Test 1st Check C L L 2nd Check C L L Rainf 0 M Air Inlet 0 M Check C C 1st Test 2nd Check C L L PSID Confirm PSID PSI		
SECTION 2. First Test 1st Check C L 2nd Check C L Raliaf 0 M Air Inlet: 0 M Check C PSID PSID Confirm Confirm PSID PSID <td>Pressure</td> <td>Reduced Pressure Principle Assembly Pressure Vacuum Breaker Double-Check Volum Assembly 127 1 9 Spillproof Vacuum Breaker</td>	Pressure	Reduced Pressure Principle Assembly Pressure Vacuum Breaker Double-Check Volum Assembly 127 1 9 Spillproof Vacuum Breaker
1st Check C L Raisef O M Air Inlet O M Conservation PSID PSID <t< td=""><td>SECTION 2. First</td><td></td></t<>	SECTION 2. First	
SECTION 3. Repairs Repairs, if mercentary Repairs, if mercentary SECTION 4. Final Test 2nd Check C L Relief O M Air Inlet O M Check C PSID PSID PSID	lst PSI	ck C I I Ind Check C I I Ralief O M Air Inlet O M M Check C I I PSID PSID PSID PSID PSID PSID
Repairs, if and rest accentary SECTION 4. Final Test SECTION 4. Final Test rest Ist Check C I I PSID PSID PSID PSID PSID PSID PSID		
Final Ist Check C I Ralief O M Air Inlet O M Check C PSID PS	Repairs, if	≥
Notes SECTION 5. Certification On this date the above device was tested per applicable codes and the required performance standards. Tester Name:	Final PSD	At C I I 2nd Check C I I Relief O I M Air Inlet O M Check C I I PSID PSID PSID PSID PSID PSID PSID
SECTION 5. Certification On this date the above device was tested per applicable codes and the required performance standards. Tester Name:	Pass 🗔 Fail	
Tester Name: Tester Certification #: Testing Firm: Testing Firm Phone #: Testing Firm Address:	Notes	
Testing Firm Address:	SECTION 5. Certif	cation On this date the above device was tested per applicable codes and the required performance standards.
Testing Firm Address:	Tester Name:	Tester Certification #:
	Testing Firm:	Testing Firm Phone #:
Tester Signature:Date:	Testing Firm Addr	15°
	Tester Signature:	Date:
SECTION 6. Gauge	SECTION 6. Gaug	
Make: Niodel	Make:	Model:
Serial #: Date of last calibration:	Second at	Date of last calibration:

Appendix D

PROJECTED BUDGET FOR FISCAL YEAR ENDING 03/31/2016 GENDA TOWNSHIP - GENERAL FUND #101 BUDGET TO ACTUAL REPORT

	05/19/2014		A	Anti-al	3/17/2014	1-4	Antuni	2nd	3rd	
nd amendment			Actual	Actual	APPROVED	1st	Actual			BUDGET FOR
oproved: 03/16	5/2015	ACTUAL FOR	FOR	FOR	BUDGET FOR	Amendment		Amendment	Amendment	THE FISCAL YEAR
		THE YEAR	THE YEAR ENDING	THE YEAR ENDING	THE FISCAL YEAR ENDING					ENDING
		ENDING 3/31/2012	3/31/2013	3/31/2014	3/31/2015	5/19/2014	2/9/2015	1/20/2015	3/16/2015	3/31/2016
CCT#	ACCOUNT DESCRIPTION		3/31/2013	3/31/2014	5/51/2015	3/13/2014	2/9/2013	1/20/2015	3/10/2023	3/34/2010
EVENUES		821,190.00	834,055	814,616	840,000	840,000	503,750	840,000	840,000	845,000
0-403-000	CURRENT REAL PROP TAXES	318,946.00	315,451	323,767	365,000	365,000	206,871	365,000	365,000	350.00
0-423-000	COLLECT FEES/EXCESS OF ROLL/SCHOOLS LINCESES AND PERMITS/CABLE FRANCHISE FEES	318,111.00	338,143	351,874	360,000	360,000	370,068	360,000	375,000	380.00
0-475-100	METRO ACT FEES	13,500.00	12,268	11,212	13,500	13,500	310,000	13,500	13,500	13,00
0-480-000	TRAILER FEES	3,301.00	3,307	3,310	4,000	4,000	2,436	4,000	4,000	3,50
0-480-000	STATE SHARED REVENUES	1,630,181.00	1,441,910	1,477,501	1,600,000	1,600,000	1,273,772	1,600,000	1,600,000	1,650,00
0-608-000	CHARGES FOR SERVICES - APPLICA, FEES	28,575.00	34,667	28,732	35,000	35,000	49,952	55,000	55,000	50,00
0-631-000	REFUSE COLLECTION FEES	731,289.00	761,543	762,623	800,000	800,000	575,460	800,000	800,000	800,00
0-651-000	INTEREST INCOME	17,353.00	10,984	7,083	5,000	5,000	2,333	5,000	5,000	6,00
0-676-000	ADMIN FEE/DPW FUND	50,000.00	50,000	50,000	51,500	51,500	51,500	51,500	51,500	52,50
	ADMIN FEE/LIQUOR LAW FUND	3,500.00	3,500	3,500	3,500	3,500	2,625	3,500	3,500	3,50
0-676-100 0-678-300	TAXES ON LAND TRANSFER - BRIGHTON/HOWELL	138,732.00	140,755	122.869	145,000	145,000	127,905	145,000	145,000	140,00
0-699-001	CEMETERY, SCHOOLS, ELECTIONS, MISC.	15,251.00	4,221	25,004	15,000	15,000	2,670	15,000	15,000	10,00
0-699-001	TRANSFER IN FROM OTHER FUNDS	79,000.00		1,862			-1010			
0-035-002	TOTAL REVENUES	4,168,929	3,950,804	3,983,953	4,237,500	4,237,500	3,169,342	4,257,500	4,272,500	4,303,50
	IDIAL REVENUES	() = 0 = 0 = 0								<u></u>
	& TRANSFERS OUT TO OTHER FUNDS									
1-703-000	TRUSTEES - SALARIES	20,655.00	23,593	27,705	35,000	35,000	24,730	35,000	35,000	35,00
1-703-000	SUPERVISOR - SALARY	49,980.00	49,980	51,479	52,500	52,500	52,500	52,500	52,500	53,40
1-703-000	ELECTION - SUPPLIES/SALARIES	20,526.00	67,216	25,046	65,000	65,000	50,069	65,000	65,000	30,00
9-703-000	CONTRACTUAL - SALARIES	300,696.00	323,366	337,860	346,000	346,000	311.072	346,000	346,000	345,00
0-801-000	PROFESSIONAL - LEGAL	88,883.00	128,713	107,757	125,000	100,000	67,716	100,000	100,000	100,00
	CLERK - SALARY	48,980.00	48,980	50,500	51,500	51,500	51,500	51,500	51,500	52,40
15-703-000 23-801-000	PROFESSIONAL • AUDITOR	16,850.00	16,800	17,600	20,000	20,000	21,100	20,000	21,100	22,50
1-801-000	PROFESSIONAL - ENGR./PLANNING	48,645.00	43,954	42,272	50,000	25,000	11,407	25,000	25,000	80,00
17-703-000	BOARD OF REVIEW - SALARIES	4,877.00	2,875	2,675	12,000	12,000	375	12,000	12,000	10.00
7-964-000	TAX CHARGEBACKS	20,848.00	19,023	15,682	20,000	20,000	5,774	20,000	20,000	20,00
3-703-000	TREASURER - SALARY	48,980.00	48,980	50,500	51,500	51,500	47,538	51,500	51,500	52,40
5-775-000	REPAIRS AND MAINTENANCE	83,665.00	93,676	146,599	125,000	75,000	75,619	100,000	100,000	125,00
i5-910-000	INSURANCE	236,566.00	219,201	259,377	275,000	275,000	217,997	275,000	275,000	300,00
5-910-000	UTILITIES • ELECTRIC/GAS	19,356.00	20,425	22,719	20,000	20,000	19,330	20,000	20,000	20,00
4-703-000	SALARIES - OTHER	250,861.00	271,043	308,655	340,000	340,000	288,721	340,000	340,000	355,00
4-703-000	RETIREMENT	90,162.00	85,069	95,298	100,000	100,000	63,895	100,000	100,000	105.00
34-715-000	PAYROLL TAXES - FICA/MEDICARE	62,557.00	56,806	67,604	75,000	75,000	57,674	75,000	75,000	75,00
4-715-000	MESC - UNEMPLOYMENT TAXES	62,557.00	50,800	07,004	20,000	20,000	57,074	20,000	20,000	20,00
		72,499.00	74,889	86,219	85,000	85,000	81,684	85,000	85,000	85,00
34-727-000 34-728-000	PRTG., POSTAGE, OFFICE SUPPLIES ECONOMIC DEVELOPMENT	12,455.00	20,000	20,000	20,000	20,000	20,000	20,000	20,000	21,50
	TELEPHONE	20,791.00	23,105	21,775	25,000	25,000	16,454	25,000	25,000	25,00
4-850-000		12,202.00	12,312	17,996	20,000	20,000	13,381	20,000	20,000	20,00
4-861-000	MILEAGE & TRAVEL EXPENSES	17,726.00	12,512	17,550	25,000	25,000	19,552	25,000	25,000	25,00
4-957-000	DUES	12,011.00	18,855	17,622	25,000	25,000	14,294	25,000	25,000	25,00
4-958-000	MTG. FEES & MISC EXPENSES	12,011.00	21,227	28,800	25,000	25,000	42,770	32,000	50,000	x 35,00
4-959-000	APPLICATION FEES EXPENSES			29,754	32,000	32,000	23,888	32,000	32,000	32,0
34-959-001	SALARIES - PLANNING COMMISSION/ZBA	27,344.00	27,491 46,035	44,105	50,000	50,000	44,376	50,000	50,000	50,0
01-703-000	ORDINANCE OFFICER - SALARY	44,710.00		44,105	2,000	2,000	44,070	2,000	2,000	2,00
36-999-001	FIRE SUB STATION EXPENSES	6,861.00	991		2,000	2,000	226.639	250,000	250,000	101,00
41-801-010	ROAD IMPROVEMENT	226,182.00		194,572				940,000	940,000	962,00
1-803-000	REFUSE COLLECTION	902,699.00	<u>923,332</u>	931,751	940,000	940,000	891,155	740,000	940,000	305

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GENOA TOWNSHIP - GENERAL FUND #101 BUDGET TO ACTUAL REPORT

Approved 03/17	-				2/12/2014					
1st amendment			A	Actual	3/17/2014 APPROVED	1st	Actual	2nd	3rd	
2nd amendmen			Actual FOR	FOR	BUDGET FOR	Amendment	Actual	Amendment	Amendment	BUDGET FOR
Approved: 03/1	16/2015	ACTUAL FOR	-	THE YEAR	THE FISCAL YEAR	Amenument		Autonomene	Antenanen	THE FISCAL YEAR
		THE YEAR	THE YEAR	ENDING	ENDING					ENDING
		ENDING	ENDING	3/31/2014	3/31/2015	5/19/2014	2/9/2015	1/20/2015	3/16/2015	3/31/2016
ACCT #	ACCOUNT DESCRIPTION	3/31/2012 -	3/31/2013			70.000	55,862	70,000	70,000	75,000
441-804-000	DUST CONTROL/CHLORIDE	48,806.00	66,307	55,621	70,000	/0,000	55,602		70,000	70,000
441-971-000	WHITE PINES ST. LIGHTING	746.00	751	120.224	120.000	130,000	131,426	133,000	133,000	135,000
751-881-000	RECREATION	68,698.00	64,453	128,324	130,000		151,420	30,000	30.000	30,000
916-962-000	DRAINS AT LARGE	28,799.00	23,201	24,908	30,000	30,000	27,412	95,000	42,000 X	90,000
929-977-000	CAPITAL OUTLAY	27,515.00	64,210	88,266	95,000	95,000	27,412			250,000
966-999-010	TRANS - OUT FUTURE RD IMPROVEMENT #261	90,031.00	200,000	250,000	250,000	250,000		250,000	250,000	200,000
966-999-011	TRANS - OUT SELCRA REIMB. FUND		10,000				······		250,000	250,000
966-999-013	TRANS - OUT ROAD PROJECTS FUND #264	10,000.00	350,000	500,000	250,000	250,000	100.000	250,000		
966-999-027	TRANS - OUT PARKS & RECREATION #270	200,000.00	379,000	250,000	250,000	350,000	100,000	350,000	350,000	450,000
966-999-028	TRANS - OUT BLDG. & GR. CEMETERY #271	725,000.00	-	200,000						50,000
966-999-110	CONTINGENCIES	60,000.00			50,000	50,000	·	50,000	50,000	50,000
	TOTAL EXPENDITURES/TRANSFERS OUT	4,027,982	3,981,865	4,532,594	4,407,500	4,407,500	3,075,910	4,442,500	4,408,600	4,564,200
							· · · · · · · · · · · · · · · · · · ·			··· ·····
	REVENUES OVER (UNDER) EXPENDITURES									
	& TRANSFERS OUT	140,947	(31,061)	(548,641)	(170,000)	(170,000)	93,432	(185,000)	(136,100)	(260,700)
	di TAMASI ENS O'O'	2-012-11	102,0021	(()	()		· 2		
	BEGINNING FUND BALANCE	2,452,516	2,593,463	2,562,402	2,013,761	2,013,761	2,013,76 <u>1</u>	2,013,761	1,843,761	1,707,661
	ENDING FUND BALANCE	2,593,463	2,562,402	2,013,761	1,843,761	1,843,761	2,107,193	1,828,761	1,707,661	1,446,961

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Excel/Budget/2016

GENDA TOWNSHIP - LIQUOR LAW FUND #212 BUDGET TO ACTUAL REPORT BUDGETS FOR THE YEARS ENDING 3/31/2014 & 3/31/2015 APPROVED 03/16/2015

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR YEAR ENDING 3/31/2012	ACTUAL FOR YEAR ENDING 3/31/2013	ACTUAL FOR YEAR ENDING 03/31/2014.	APPROVED BUDGET FOR THE YEAR ENDING 3/31/2015	ACTUAL AS OF 3/2/2015	PROJECTED BUDGET FOR THE YEAR ENDING 3/31/2016
REVENUES 000-570-000 000-664-000	STATE SHARED REVENUE INTEREST INCOME	13,018	12,871	12,328	12,000	13,034	13,000
000-695-000	OTHER INCOME						
	TOTAL REVENUES	13,018	12,871	12,328	12,000	13,034	13,000
EXPENDITURES							
000-956-000	MISC. EXPENSE/AUDIT	500	350	300	300	300	300
330-702-000	LIQUOR LAW ENFORCEMENT WAGES	8,000	8,000	8,240	8,240	6,180	8,240
330-704-000	RETIREMENT	800	800	824	824	618	824
330-715-000	PAYROLL TAXES	640	640	700	700	525	640
330-716-000	LIQ. LAW ADMIN FEES - GENOA	3,500	3,500	3,500_	3,500	2,625	3,500
	TOTAL EXPENDITURES	13,440	13,290	13,564	13,564	10,248	13,504
	NET REVENUES/EXPENDITURES	(422)	(419)	(1,236)	(1,564)	2,786	(504)
	BEGINNING FUND BALANCE	3,021	2,599	2,180	944	944	414
	ENDING FUND BALANCE	2,599	2,180 0	944 0	(620)	3,730	(90)

GENDA TOWNSHIP - ROAD IMPROVEMENT FUND #261 BUDGET TO ACTUAL REPORT BUDGETS FOR THE YEARS ENDING 3/31/2015 & 3/31/2016 APPROVED 03/16/2015

		ACTUAL FOR	ACTUAL FOR	ACTUAL FOR	APPROVED BUDGET FOR THE YEAR	ACTUAL	AMENDED	PROJECTED BUDGET FOR THE YEAR
ACCOUNT#	ACCOUNT DESCRIPTION	YEAR ENDING 12/31/2012	YEAR ENDING 3/31/2013	YEAR ENDING 3/31/2014	ENDING 3/31/2015	12/31/2014	1/20/2015	ENDING 3/31/2016
000-654-000 000-699-000	INTEREST INCOME OPERATING TRANSFER IN (G/F)	0 0	900	520 389,416	1,000 250,000	529	1,000 250,000	1,000 250,000
	TOTAL REVENUES	200,000	200,900	389,936	251,000	529	251,000	251,000
EXPENDITURES 441-968-000 906-968-001	I/96 LATSON INTERCHANGE COON LAKE OVELAY	277,239	537,703	283,763				
906-956-000	MISC/AUDIT	535	657	718	1,500	1,891	2,500	2,000 XX
	TOTAL EXPENDITURES	277,774	538,360	284,481	1,500	1,891	2,500	2,000
	NET REVENUES/EXPENDITURES	(77,774)	(337,460)	105,455	249,500	(1,362)	248,500	249,000
	BEGINNING FUND BALANCE	1,249,055	1,171,281	833,821	939,276	939,276	939,276	1,187.776
	ENDING FUND BALANCE	1,171,281	833,821	939,276	1,188,776	937,914	1,187,776	1,436,776

xx 5/3 BANK CHARGING \$24.00 A MONTH FOR STATEMENT

GENOA TOWNSHIP - ROAD/LAKE/LIGHTING REIMBURSEMENT FUND #264 BUDGET TO ACTUAL REPORT BUDGETS FOR THE YEARS ENDING 3/31/2015 & 2016 APPROVED 03/16/2015

ACCOUNT NO.	ACCOUNT DESCRIPTION	Expiration	ACTUAL FOR THE YEAR THRU 3/31/2012	ACTUAL FOR THE YEAR ENDING 3/31/2013	ACTUAL FOR THE YEAR ENDING 3/31/2014	BUDGET FOR THE YEAR ENDING 3/31/2015	ACTUAL	AMENDED	PROJECTED BUDGET FOR THE YEAR ENDING 3/31/2016
REVENUE				-					
264-000-664	INTEREST INCOME		913	558	918	1,000	666	1,000	1,000
264-453-672	ASSESSMENTS - CHEMUNG WEED	Jul-17	32,614	31,813	58,649	51,000	51,283	52,600	51,000
460-670-100	ASSESSMENTS - PARDEE LAKE 2	Dec-15	25,200	28,636	24,055	25,200		24,000	24,000
465-672-000	ASSESSMENTS - CROOKED LAKE WEED	Jul-17		0	21,272	21,000	22,240	22,000	22,000
264-464-672	ASSESSMENTS - FENDT DRIVE	Dec-12	37,962	35,463					
264-468-676	GLENWAY	Dec-16		16,186	17,861	16,186	558	15,000	16,000
264-467-675	TIMBERVIEW	Dec-18							55,000
264-465-673	RED OAKS	Dec-23		2,469	69,149	61,250	12,595	60,000	58,500
264-469-677	WHITE PINES	N/A			758	800	18	800	800
000-699-000	OPERATING TRANS IN FROM GF	Dec-16		350,000	500,000	250,000		250,000	250,000
000-695-000	Other/Misc.			3,500					
	TOTAL REVENUES		96,689	468,625	692,662	426,436	87,360	425,400	478,300
EXPENDITURE	S								
453-801-000	LAKE CHEMUNG WEEDS		52,818	46,616	48,222	60,000	41,065	60,000	60,000
460-801-000	PARDEE LAKE WEEDS		19,260	26,360	25,095	26,000	30,071	30,500	30,000
460-801-000	EAST AND WEST CROOKED LAKE WEEDS			4,673	47,226	50,000	8,906	50,000	50,000
364-465-802	RED OAKS			25,194	740,703				
263-468-801	GLENWAY			107,904					
264-466-801	MOUNTAIN/MYSTIC/MILROY			3,362					
264-467-801	TIMBERVIEW						6,170	6,500	305,000
	CHAR-ANN								125,000
	WHITE PINES				700	800	700	800	800
451-695-000	MISC./AUDIT		1,700	2,559_	2,638	2,500	2,572	3,000	3,000
	TOTAL EXPENDITURES		73,778	216,668	864,584	139,300	89,484	150,800	573,800
									4-0 -0-01
	NET REVENUES/EXPENDITURES		22,911	251,957	(171,922)	287,136	(2,124)	274,600	(95,500)
									010 225
	BEGINNING FUND BALANCE		541,780	564,691	816,648	644,726	644,726	644,726	919,326
							- +A	010 200	032.026
	ENDING FUND BALANCE		564,691	816,648	644,726	931,862	642,602	919,326	823,826

GENOA TOWNSHIP-FUTURE DEV, PARKS & REC. FUND #270 BUDGET TO ACTUAL REPORT BUDGETS FOR THE YEARS ENDING 3/31/2015 & 3/31/2016 AMENDED 01/19/2015 APPROVED 03/16/2015

10100120 0012012						APPROVED			PROJECTED
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET FOR	ACTUAL	AMENDED	BUDGET FOR
		FOR THE YEAR	FOR THE YEAR	FOR THE YEAR	FOR BUDGET	THE YEAR			THE YEAR
		ENDING	ENDING	ENDING	ENDING	ENDING			ENDING
ACCOUNT#	ACCOUNT DESCRIPTION	3/31/2011	3/31/2012	3/31/2013	3/31/2014	3/31/2015	12/31/2014	1/20/2015	3/31/2016
REVENUES				_					
000-664-000	INTEREST INCOME	1,409	2,152	2,561	1,219	2,000	1,322	2,000	2,000
000-699-000	OPERATING TRANS IN FROM GF	350,000	725,000	379,000	250,000	350,000	100,000	350,000	450,000
000-680-000	RENT			9,200	12,750	11,400	7,600	11,400	11,400
000-699-001	MISC REVENUE			30,851		500		500	500
	TOTAL REVENUES	351,409	727,152	421,612	263,969	363,900	108,922	363,900	463,900
EXPENDITURES									
330-696-000	ATHLETIC FIELD - LIGHTING, PLAY GR EQ	200,470		62,570	91,569	12,000	17,000	20,000	70,000
330-697-000	BIKE PATH ADDITIONS	146,426		49,392	1,573	425,000	168,258	170,000	500,000
536-972-200	I-96 INTERCHANGE WALK/CROSSWALK SIGNAL	,		80,392	391,232	10,000		0	0
536-972-200	LAND PURCHASE			206,223		250,000		0	250,000
330-694-000	HOUSE EXPENSES/TAXES			6,173		2,000	642	2,000	2,000
265-775-000	MAINTENANCE/SNOW REMOVAL/GRASS/RESTROOMS					50,000	30,738	50,000	50,000
241-801-000	ATTORNEY/ENGINEERING					50,000	11,175	60,000	75,000
330-695-000	MISC/AUDIT	790	1,090	2,047	800	1,500	500	1,500	1,500
	TOTAL EXPENDITURES	347,686	1,090	406,797	485,174	800,500	228,313	303,500	948,500
	NET REVENUES/EXPENDITURES	3,723	726,062	14,815	(221,205)	(436,600)	(119,391)	60,400	(484,600)
	BEGINNING FUND BALANCE	385,687	389,410	703,227	718,042	496,837	496,837	496,837	557,237
	ENDING FUND BALANCE	389,410	703,227	718,042	496,837	60,237	377,446	557,237	72,637

parks and rec 270/excel

GENOA TOWNSHIP - CEMETERY/BLDG RESERVE FUND #271 BUDGET TO ACTUAL REPORT BUDGETS FOR THE YEARS ENDING 3/31/2015 & 3/31/2016 APPROVED 03/16/2015

ACCOUNT#		ACTUAL FOR TJ YEAR ENDING 3/31/2013	ACTUAL FOR THE YEAR ENDING 3/31/2014	APPROVED BUDGET FOR THE YEAR ENDING 3/31/2015	ACTUAL	AMENDED	PROJECTED BUDGET FOR THE YEAR ENDING 3/31/2016
REVENUES 000-664-000 000-699-000	INTEREST INCOME OPERATING TRANS IN FROM GF - RESERVES MISC INCOME	400	275 200,000	400	56		300 50,000
	TOTAL REVENUE	400	200,275	400	56	56	50,300
EXPENDITURES 929-977-000 906-956-000	CAPITAL OUTŁAY/PAVEMENT/PARKING MISC/AUDIT		118,622 31	50,000 250	10,882	15,000	15,000 250
	TOTAL EXPENDITURES		118,653	50,250	10,882	15,000	15,250
	NET REVENUES/EXPENDITURES	400	81,622	(49,850)	(10,826)	(14,944)	35,050
	BEGINNING FUND BALANCE	200,521	200,921	282,543	282,543	282,543_	267,599
	ENDING FUND BALANCE	200,921	282,543	232,693	271,717	267,599	302,649

DAK POINTE SEWER BOND PAYMENT FUND ##62 DESCRIPTION BEGINNING FUND BALANCE	APPROVED BUDGET FISCAL YEAR 3/31/2015	YTD ACTUAL 3/11/2015 3	PROPOSED BUDGET FISCAL YEAR
REVENUES Transfer in from Bond Proceeds-O P Sever Const. Quarterly Utshy Billing from O P Operating INCOME - OTHER - Transfer in from O P Operating INTEREST INCOME	\$ \$ \$ \$	\$ 44,223 \$ 262 \$ 24,000 \$ 25	s 420.000 s 5 s 150
TOTAL REVENUE	<u> </u>	\$ 69,510	<u>\$ 420,150</u>
EXPENSES BOND PAYMENTS AUDITRIGMISC. TOTAL EXPENSES	\$ <u>·</u>	5 44.223 5 44.223 5 44.223	\$ 189,525 \$ 500 \$ 190,025
ENDING FUND BALANCE	\$	\$ 24,287	\$ 254,412
GRAND RIVER WATER #155 DESCRIPTION BEGINNING FUND BALANCE	APPROVED 8UDGET FISCAL YEAR 3/312015 \$ 332,925	YTD ACTUAL 2/11/2015 5	PROPOSED BUDGET FISCAL YEAR JJ312016 \$
REVENUES ASSESSMENTS/TAX LEVY TAX LEVY - DELINQUENT FR COUNTY ASSESSMENTS/PAYOFFS INCOME - OTHER INTEREST INCOME	5 5 5 5 5 5 5 5 5 5 300	\$ 3 3 3 3 3 3 3 3 3 3 3 3 3	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
TOTAL REVENUE	\$ 3,749	5 3,824	<u>s</u>
EXPENSES BOND PAYMENTS AUDITINGMISC. TRANSFER OUT-GRAND RIVER WATER RESERVE DISTRICT COMPLETE TOTAL EXPENSES ENDING FUND BALANCE	\$ 117.300 \$ 750 \$ 218.624 \$ 336.674 \$	\$ 117.300 \$	<u>\$</u>
OAK POINTE WATER DEBT #856 DESCRIPTION BEGINNING FUND BALANCE	APPROVED BUDGET FISCAL YEAR 3/3/1/2015 510,410	YTD ACTUAL 3/11/201 485.985	PROPOSED BUDGET FISCAL YEAR 3/31/2016
REVENUES ASSESSMENTS/TAX LEVY ASSESSMENTS/TAX LEVY BROWNFIELD TAX LEVY - DELINQUENT FR COUNTY INCOME - OTHER/DUE TO LIV CTY-BROWNFIELD ASSESSMENTS/PAYOFFS INTEREST INCOME	53,200 1,552 30,811 500	1,552 	
TOTAL REVENUE	85.863	2,424	2
EXPENSES BOND PAYMENTS DUE TO LIVINGSTON COUNTY-BROWNFIELD AUDITINGMISC. TRANSFER TO RESERVE FUND-DISTRICT COMPLETE TRANSF TO RESERVE FUND-BROWNFIELD BALANCE		76,500 233 266,153 145,523	* *) *
TOTAL EXPENSES	76,750	488,409	
ENDING FUND BALANCE	519,523	0	

LK EDGEWOOD WATER EXTENSION #857	APPROVED BUDGET FISCAL YEAR 3/31/2015	YTD ACTUAL 3/11/2015	PROPOSED BUDGET FISCAL YEAR 3/31/2018
BEGINNING FUND BALANCE	\$ 58,004	\$ 57.923	\$ 55.452
REVENUES ASSESSMENTS/TAX LEVY TAX LEVY - DELINQUENT FR COUNTY ASSESSMENTS/PAYOFFS INCOME - OTHER INTEREST INCOME	\$ 27,926 \$ 382 \$ - \$ - \$ - \$ - \$ - \$ -	\$ 27.739 \$ 382 \$ • \$ • \$ • \$ 15	S 28,506 S 188 S - S - S - S - S - S -
TOTAL REVENUE	\$ 28,333	\$ 28,136	5 26,712
EXPENSES BOND PAYMENTS AUDITINGMISC	<u> </u>	<u>\$ 29.684</u> \$ 723	\$ 28.571 \$ 600
TOTAL EXPENSES	\$ 30,534	\$ 30.607	\$ _29.171
ENDING FUND BALANCE	\$ 55,803	\$ 55,452	52 993
GRAND OAKS WATER #869	APPROVED BUDGET FISCAL YEAR	YTD ACTUAL 3/11/2015	PROPOSED BUDGET FISCAL YEAR
DESCRIPTION BEGINNING FUND BALANCE	3/31/2015 \$ 153.608	\$ 153,685	3/31/2016 \$ 143,817
REVENUES			
ASSESSMENTS/TAX LEVY TAX LEVY - DELINQUENT FR COUNTY ASSESSMENTS/PAYOFFS INCOME - OTHER INTEREST INCOME	\$ 22 845 \$ 1853 \$ \$ \$ 200	\$ 19.493 \$ 1.653 \$. \$. \$. \$. \$. \$. \$. \$.	\$ 21,820 \$ 3,353 \$ • \$ • \$ 250
TOTAL REVENUE	\$ 24,898	<u>\$ 21,621</u>	\$ 25,423
EXPENSES			00.075
BOND PAYMENTS AUDITING/MISC	<u>\$ 31,119</u> <u>\$ 800</u>	\$ <u>31.119</u> \$ <u>350</u>	\$ 29.875 \$ 500
TOTAL EXPENSES	\$ 31,919	<u>\$ 31,459</u>	\$ 30,375
ENDING FUND BALANCE	\$ 146,567	\$ 143,817	\$ 138,865
DORR RD SEWER & WATER #859	APPROVED BUDGET F SCAL YEAR	YTD ACTUAL 3/11/2015	PROPOSED BUDGET F-SCAL YEAR
DESCRIPTION BEGINNING FUND BALANCE	3/31/2015 5 36.743	\$ 36.745	3/31/2015 \$ 32,629
REVENUES ASSESSMENTS/TAX LEVY TAX LEVY - DELINQUENT FR COUNTY ASSESSMENTS/FAYOFFS INCOME - OTHER INTEREST INCOME	\$ 31,057 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 29.687 \$ 7.122 \$ \$ 15.000 \$ 5	\$ 28,454 5 - 5 - \$ 10
	\$ 31,082	\$ 51.814	\$ 28,474

TOTAL REVENUE	\$ 31,082	\$ 51.814	\$ 28,474
EXPENSES BOND PAYMENTS AUDITINGMISC.	\$ 55.180 5 750	<u>\$ 55,180</u> <u>\$ 750</u>	<u>\$ 5.332</u> <u>\$ 750</u>
TOTAL EXPENSES	\$ 55 930	<u>\$ 55 930</u>	\$ 6.082
ENDING FUND BALANCE	\$ 11,895	\$ 32,629	\$ 55,021

NE TRI LAKES SEWER ###2	APPROVED BUDGET FISCAL YEAR 	YTD ACTUAL 3/11/2015	PROPOSED BUDGET FISCAL YEAR 3/31/2016
BEGINNING FUND BALANCE	\$ 225.430	\$ 225,468	5 216.290
RÉVENUES ASSESSMENTS/TAX LEVY TAX LEVY - DELINQUENT FR COUNTY ASSESSMENTS/PAYOFFS INCOME - OTHER INTEREST INCOME	\$ 32,342 \$ 1.754 \$. \$. \$.	\$ 26,689 \$ 1,754 \$ 541 \$ 296	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
TOTAL REVENUE	\$ 34,448	\$ 29,272	<u>s 1,100</u>
EXPENSES BOND PAYMENTS AUDITING/MISC.	\$ 36.450 \$ 400	<u>\$ 38,450</u> <u>\$</u> -	\$ 43.600 \$ 400
TOTAL EXPENSES	\$ 38 850	\$ 38,450	\$ 44,000
ENDING FUND BALANCE	\$ 221.032	\$ 215 290	\$ 173,390

GRAND RIVER WIDENING #870	APPROVED BUDGET FISCAL YEAR	YTD ACTUAL 3/11/2015	PROPOSED BUDGET FISCAL YEAR
DESCRIPTION	3/31/2015		3/31/2018
BEGINNING FUND BALANCE	\$ 67.467	\$ 87,462	\$ 85,416
REVENUES			
ASSESSMENTS/TAX LEVY	\$ 79,705 \$ 1,415	\$ 75,619	\$ 75,102
TAX LEVY - DELINQUENT FR COUNTY	<u>\$ 1,415</u>	5 1,415	\$ 3,963
ASSESSMENTS/PAYOFFS	S	5 2.880	\$ +
INCOME - OTHER	<u>s</u> s 30	\$ 15.000	
INTEREST INCOME	<u>s 30</u>	\$ 5	\$ 20
TOTAL REVENUE	\$ 81,150	<u>\$ 94,918</u>	\$ 79,105
EXPENSES			
BOND PAYMENTS	\$ 95,625	\$ 95,625	5 91,875
AUDITING/MISC	5 1.030	\$ 1.340	\$ 1.000
TOTAL EXPENSES	\$ 96,655	\$ 96,965	<u>s 92,875</u>
ENDING FUND BALANCE	S 71,962	\$ 85,416	\$ 71,645
LK EDGEWOOD WEST WATER #872	APPROVED BUDGET FISCAL YEAR	YTD ACTUAL 3/11/2015	PROPOSED BUDGET F-SCAL YEAR
DESCRIPTION	3/31/2015	arritaria	3/31/2018
BEGINNING FUND BALANCE	\$ 472,535	\$ 477,547	\$ 444,125
RÉVENUES			
ASSESSMENTS/TAX LEVY	\$ 192,899	\$ 178.260	5 180,092
TAX LEVY - DELINQUENT FR COUNTY	5 10.871	\$ 10.871	\$ 11.563
ASSESSMENTS/PAYOFFS	\$ -	\$ 15,135	5 +
INCOME - OTHER	\$ \$	\$	\$ \$ 500
INTEREST INCOME	<u>\$ 500</u>	\$ 512	\$ 500
TOTAL REVENUE	\$ 204,270	\$ 204,778	\$ 192,155
EXPENSES		·	
BOND PAYMENTS	5 232,433	\$ 232.433	\$ 222,828 \$
AUDITING/MISC	\$ 1,200	\$ 767	3 *
TOTAL EXPENSES	\$ 233,633	\$ 233,200	\$ 222,628

5

ENDING FUND BALANCE

443,172

\$

413,452

5

444.125

LK EDGEWOOD WEST SEWER #873	APPROVED BUDGET FISCAL YEAR	YTD	PROPOSED BUDGET
DESCRIPTION	3/31/2015	3/11/2015	FISCAL YEAR 3/31/2016
BEGINNING FUND BALANCE	\$ 691.241	5 691.321	\$ 602,838
REVENUES			
ASSESSMENTS/TAX LEVY	\$ 262.223	\$ 229,665	\$ 244,357
TAX LEVY - DELINQUENT FR COUNTY	\$ 262.223 \$ 15.908	\$ 229.665 \$ 15.908	<u>\$ 244,357</u> \$ 19,918
ASSESSMENT5/PAYOFFS	\$ -	\$ 28,989	1
INCOME - OTHER	\$ \$ 800	\$	\$ \$ \$ 650
INTEREST INCOME	\$ 800	\$ 665	\$ 650
TOTAL REVENUE	\$ 276,931	<u>\$ 275,427</u>	\$ 254.925
EXPENSES			
BOND PAYMENTS	\$ 415,785	\$ 363.050 \$ 860	<u>\$ 348,211</u> \$ 850
AUDITING/MISC.	\$ 850	\$ 850	<u>\$ 850</u>
TOTAL EXPENSES	\$ 418,635	\$ 363,910	\$ 349,081
ENDING FUND BALANCE	\$ 553,537	\$ 602,838	518,702
MHOG PLANT EXPANSION #875	APPROVED BUDGET FISCAL YEAR	YTD ACTUAL 3/11/2015	PROPOSED BUDGET FISCAL YEAR
DESCRIPTION	BUDGET FISCAL YEAR 	ACTUAL 3/11/2015	BUDGET FISCAL YEAR 3/31/2016
	BUDGET FISCAL YEAR	ACTUAL	BUDGET FISCAL YEAR
DESCRIPTION	BUDGET FISCAL YEAR 	ACTUAL 3/11/2015	BUDGET FISCAL YEAR 3/31/2016
DESCRIPTION BEGINNING FUND BALANCE	BUDGET FISCAL YEAR 	ACTUAL 3/11/2015	BUDGET FISCAL YEAR 3/31/2016 \$ 165,226
DESCRIPTION BEGINNING FUND BALANCE REVENUES	BUDGET FISCAL YEAR 3/31/2015 \$ 288.043	ACTUAL 3/11/2015 \$ 288.030 \$ - \$ - \$ -	BUDGET FISCAL YEAR 3/31/2016 \$ 165,226
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND	BUDGET FISCAL YEAR 3/31/2015 \$ 288.043	ACTUAL 3/11/2015 \$ 288.030 \$ -	BUDGET FISCAL YEAR 3/31/2016 \$ 165.226
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND INCOME + OTHER	BUDGET FISCAL YEAR 3/31/2015 \$ 288.043	ACTUAL 3/11/2015 \$ 288.030 \$ - \$ - \$ -	BUDGET FISCAL YEAR 3/31/2016 \$ 165,226
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND INCOME - OTHER INTEREST INCOME	BUDGET FISCAL YEAR 3/31/2015 \$ 288.043 \$	ACTUAL 3/11/2015 \$ 288.030 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	BUDGET FISCAL YEAR 3/31/2016 \$ 165.226 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND INCOME - OTHER INTEREST INCOME TOTAL REVENUE	BUDGET FISCAL YEAR 3/31/2015 5 288.043 5 288.043 5	ACTUAL 3/11/2015 \$ 288.030 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	BUDGET FISCAL YEAR 3/31/2016 3 105.226 3 105.226 5 105.226 5 105.226 5 105.226 5 105.226 5 105.226 5 105.226
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND INCOME - OTHER INTEREST INCOME TOTAL REVENUE EXPENSES	BUDGET FISCAL YEAR 3/31/2015 \$ 288.043 \$	ACTUAL 3/11/2015 \$ 288.030 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	BUDGET FISCAL YEAR 3/31/2018 \$ 165.226 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND INCOME - OTHER INTEREST INCOME TOTAL REVENUE EXPENSES BOND PAYMENTS	BUDGET FISCAL YEAR 3/31/2015 \$ 288.043 \$ 288.043 \$ 400 \$ 400 \$ 123,020	ACTUAL 3/11/2015 <u>\$ 288.030</u> <u>\$ - <u>\$ -</u> <u>\$ -</u> <u>5 -</u> <u>123.020</u></u>	BUDGET FISCAL YEAR 3/31/2016 3 105.226 3 105.226 5 105.226 5 105.226 5 105.226 5 105.226 5 105.226 5 105.226
DESCRIPTION BEGINNING FUND BALANCE REVENUES FROM NEW USER FUND INCOME - OTHER INTEREST INCOME TOTAL REVENUE EXPENSES BOND PAYMENTS AUDITING/MISC	BUDGET FISCAL YEAR 3/31/2015 \$ 288,043 \$ 298,043 \$ 298,043 \$ 298,043 \$ 298,043 \$ 298,043 \$ 298,043 \$ 299,045 \$ 200,045 \$ 200,045\$ 200,045\$ \$ 200,045\$ 200,045\$ \$ 200,045\$ 200,045\$ \$	ACTUAL J/11/2015 \$ 288.030 \$	BUDGET FISCAL YEAR 3/31/2016 3 105.226 3 105.226 3 105.226 3 105.226 3 105.226 3 105.226 3 105.226 3 105.226 3 105.226



Sent Via UPS

March 5, 2015

Ms. Polly Skolarus, Clerk Township of Genoa 2911 Dorr Rd. Brighton, MI 48116

Re: Michigan Uniform Video Service Local Franchise Agreement

Dear Ms. Skolarus:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find two completed Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1's thereto filed on behalf of Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC. Kindly return one executed copy of the Agreement to me in the self-addressed stamped envelope.

If you have any questions, please contact me directly at 734-254-1888 or Leslie Brogan, Senior Director, Government Affairs, at 517-334-5890. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

which the Esten

Frederick G. Eaton Senior Manager, External Affairs Comcast, Heartland Region 41112 Concept Dr. Plymouth, MI 48170

Enclosure

Cc: Leslie A. Brogan, Comcast

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

- 1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
- 2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
- 3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has <u>120</u> days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "<u>Uniform Video Service Local Franchise Agreement</u>" and "<u>Attachment 1 Uniform Video Service Local Franchise Agreement</u>" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "<u>Attachment 2 Uniform Video Service Local Franchise Agreement</u>" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an <u>existing</u> Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 - 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME] [CONFIDENTIAL INFORMATION]"

- 2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as
 required by this Act within <u>15</u> business days after the date that the Franchise Agreement is filed. If the Franchise
 Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is
 incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute
 whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have <u>30</u> days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing <u>Attachment 3 - Uniform Video Service Local Franchise Agreement</u>.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "<u>Attachment 2 - Uniform Video Service Local Franchising</u> <u>Entity</u>" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission Attn: Video Franchising 6545 Mercantile Way P.O. Box 30221 Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the Township of Genoa, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Colorado limited liability company doing business as Comcast.

i. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. <u>"METRO Act</u>" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 et seq.
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- **O.** "<u>Person</u>" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "<u>Public rights-of-way</u>" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- **Q.** "Term" means the period of time provided for in Section V of this Agreement.
- R. "<u>Uniform video service local franchise agreement</u>" or "<u>franchise agreement</u>" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "<u>Video service</u>" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "<u>Video service provider</u>" or "<u>Provider</u>" means a person authorized under the Act to provide video service.
- V. "<u>Video service provider fee</u>" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

ii. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under Section 3 of the Act (except as otherwise provided by the Act).
- **B.** The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for rightof-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in <u>Attachment 1</u> Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to Section 6 of the Act.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. it is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 i. Within <u>3 years</u> of the date it began providing video service under the Act and the Agreement; at least
 - <u>25%</u> of households with access to the Provider's video service are low-income households.
 Within <u>5 years</u> of the date it began providing video service under the Act and Agreement and from that point forward, at least <u>30%</u> of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than <u>50%</u> of these households within <u>6 years</u>. The video service **Provider is not required to meet the 50% requirement in this paragraph until <u>2 years</u> after at least 30% of the households with access to the Provider's video service subscribe to the service for <u>6 consecutive months</u>.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
 - i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. <u>Responsibility of the Franchising Entity</u>

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within <u>15</u> business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have <u>30</u> days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by Section 9 of the Act.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. <u>Term</u>

- A. This Franchise Agreement shall be for a period of <u>10 years</u> from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- **B.** Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under Section 3(7) of the Act.

VI. <u>Fees</u>

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of <u>5</u>% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a <u>quarterly</u> basis and paid within 45 days after the close of
- the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. Gross revenues shall include all of the following:
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. Gross revenues do not include any of the following:

- i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
- Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
- v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
- vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
- vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
- vili. Sales of capital assets or surplus equipment.
- ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
- x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The ProvIder is entitled to a credit applied toward the fees due under Section 6(1) of the Act for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act), 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the METRO Act. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the METRO Act.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(1) of the Act, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of the Act or as provided under Section 4(14) of the Act.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider <u>shall not</u> exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to Section 4(1) of the Act or an agreement under Section 13 of the Act to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under Section 13 of the Act. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

Vill. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - If there is an existing Franchise on the effective date of the Act, the fee (_\$110,000 grant_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0.2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a <u>quarterly</u> basis and paid within <u>45 days</u> after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- **D.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(8) of the Act, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every <u>24 months</u>, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum <u>exceeds</u> 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the provider shall be made within <u>3 years</u> from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use <u>Attachment 2</u>, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within <u>15 days</u> of the completion of the transfer. The Provider will use <u>Attachment 2</u>, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information: "[insert PROVIDER'S NAME]

 - [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under Section 14 of the Act, and the Franchising Entity and Provider may be subjected to the dispute process as described in Section 10 of the Act.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under Section 10 of the Act. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under Section 10(5) of the Act, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in Section 10(2) of the Act.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in Section 10(5) of the Act.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in Section 10(6) of the Act.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by Section 2(3)(I) in the Act.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity: (must provide street address)

Township of Genoa:

Attn:

Fax No.:

If to the Provider: (must provide street address)

1. 41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2. 600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.

One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Genoa, a Michigan Municipal Corporation

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Colorado Limited Liability Company doing business as Comcast

J T S. Pla

Ву	
Print Name	
Title	
Address	· · · · · · · · · · · · · · · · · · ·
City, State, Zip	
Phone	
Fax	
Email	

	by
	Tirnothy P. Collins
	Print Name
	Regional Senior Vice President
	Title
	41112 Concept Drive
	Address
_	Plymouth, MI 48170
	City, State, Zip
	248-233-6736
	Phone
_	248-233-4719
	Fax
	Tim_Collins@cable.comcast.com
	Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: February 24, 2015		
Applicant's Name: Comcast	of Colorado/Florida/Michigan/New Mex	kico/Pennsylvania/Washington, LLC
Address 1: 41112 Concept	Dr.	
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-1	063218	

Company executive officers:

Name(s): Timothy P. Collins	
Title(s): Regional Senior Vice President	

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

า		
ternal Affairs		_
Dr., Plymouth, MI 48170		
Fax: 734-254-1877	Email: Fred_Eaton@cable.comcast.com	
1	ternal Affairs Dr., Plymouth, MI 48170	ternal Affairs Dr., Plymouth, MI 48170

Name: Leslie A. Brogan			
Title: Senior Director, Gover	mment Affairs		
Address: 1401 E. Miller Rd.,	, Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@cable.comcast.com	

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act. **[Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

	 	-
-		
Date:		

For All Applications:

Verification (Provider)

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Time	othy P. Collins, Regiona	al Senior Vice President	
Signature:	· Cll	Date: 3-4-15.	

(Franchising Entity)

Township of Genoa, a Michigan municipal corporation

Ву		
Print Name	<u></u>	
Title		
Address		
City, State, Zip		
Phone	<u></u>	
Fax		
Email		
Date		



March 12, 2015

Genoa Township Attn: Mike Archinal 2911 Dorr Rd Brighton, MI 48116

Dear Mike,

Thank you for your support of the South Eastern Livingston County Recreation Authority Genoa Township's contributions to SELCRA programs help us achieve our mission of *"Creating Community through People, Parks and Programs."*

I would like to request being added to your Monday, March 16, 2015, Genoa Township Board of trustees meeting to request funding in support of SELCRA's 2014/15 budget shortfall.

As projected last January (2014), SELCRA is facing a budget deficit in 2015. Approval of a negative budget; decline in sports revenues; unemployment expenses and additional field maintenance costs are all attributing factors. Additionally, the structure of SELCRA's funding is a core issue as identified in the attached NRPA, Parks and Recreation Community Standards Report, pg 4. 'Revenues as a % of Operating Expenditures' graph. As compared nationally to benchmarked communities, SELCRA is at 75% cost recovery. The national average is 30%.

At the March 11, 2015, SELCRA Board meeting, the board approved a motion to request supplemental funding from the partnered municipalities to assist SELCRA through the fiscal year end. Per our funding model (based on the percentage of participation from Genoa residents) we are requesting \$7,500 from Genoa Township. Attached you find our projected Budget Forecast (revenues) through June 2015 for reference.

SELCRA and the Board of Directors continue to work on solutions for the Authority's future financial viability.

Thank you again for your support of the Southeastern Livingston County Recreation Authority.

Sincerely,

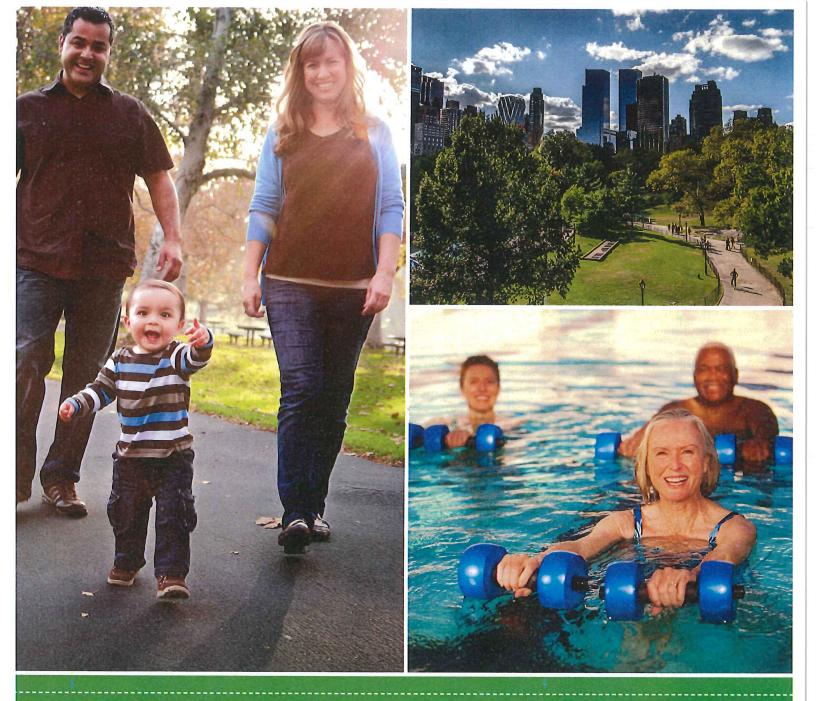
Derek Smith SELCRA Director

Southeastern Livingston County Recreation Authority 125 South Church Street / Brighton / MI / 48116 810-299-4140 / www.selcra.com



Budget Forecast for fiscal period July 2014 through June 2015.

		Approved	Thru	Estimated	\$ Change
	REVENUE	2014/15	12/31/2014	6/30/2015	
4400	Youth Leagues Revenue	221000	67470.53	186000	-35,000
4410	Youth Programs Revenue	37000	24344.14	37000	0
4420	Adult Leagues Revenue	37000	9180	32000	-5,000
4430	Adult Programs Revenue	2000	1598.57	2000	0
4440	Special Events Revenue	33000	7876.37	40000	7,000
4443	Community Events Revenue	6000	4955	6000	0
4444	Amusement Ticket Revenue	3600	930	2500	-1,100
4450	Maltby Dog Pound Revenue	20000	8473	15000	-5,000
4470	Umpire Training	400	370	400	0
4490	Refund Revenue (Admin)	500	20	500	0
5500	Skatepark Revenue Daily	1000	0	0	-1,000
5520	BCC Revenue	20000	10665	20000	0
5530	Contracted Services Revenue	65000	18462.14	40000	-25,000
6610	City of Brighton	30728	36072	36072	5,344
6620	Brighton Township	55384	55384	65016	9,632
6630	Green Oak Township	34730	40770	40770	6,040
6640	Genoa Twp	26473	31077	31077	4,604
6675	Grant Revenue	0			
6676	Advertising Revenue	4000	500	4000	0
6677	Sponsorship Revenue	20000	6460	15000	-5,000
6678	Concession Revenue	500	127	500	0
6680	Screen Rental Revenue	0			
6691	Interest Revenue	100	47.05	100	0
6710	Foundation Reimbursement	1000	783.55	1000	0
6720	Insurance Reimbursement	0	2749	2749	2749
L		\$619,415.00	\$328,314.35	\$577,684.00	-\$41,731.00

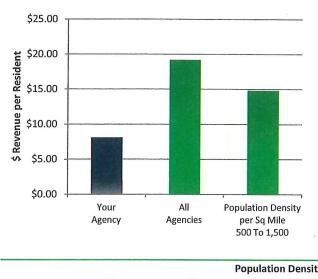


Parks and Recreation Community Standards Report

Southeastern Livingston County Recretion Authority



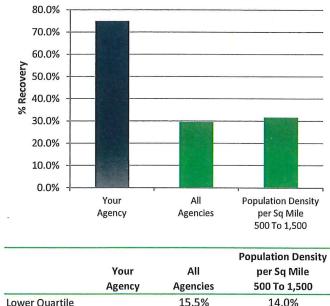
National Recreation and Park Association



Revenue per Capita

			Population Density
	Your	All	per Sq Mile
	Agency	Agencies	500 To 1,500
Lower Quartile		\$6.05	\$5.20
Median	\$8.13	\$19.22	\$14.85
Upper Quartile		\$44.23	\$34.63

Revenue as a % of Operating Expenditures (Cost Recovery)



	Your Agency		per Sq Mile 500 To 1,500
		All Agencies	
Lower Quartile		15.5%	14.0%
Median	75.0%	29.6%	31.7%
Unner Quartile		48.9%	19.2%

Revenues (also known as "annual direct revenues") include all of the monies generated directly from parks and recreation classes, programs, memberships, concessions, permits, rentals, and other non-tax sources. Revenues do not include funding from taxes, grants, foundations, bonds, assessments, or other indirect sources.

Two metrics that can be used to track revenues, and/or compare revenue generation to other agencies, are "revenue per capita" and "revenue as a percentage of total operating expenditures." The first metric, revenue per capita, is calculated by dividing the total revenues generated by the agency by the population of the jurisdiction served by the agency. The second metric, revenue as a percentage of total operating expenditures (also known as "cost recovery"), is calculated by dividing the total revenues generated by the agency by the total operating expenditures of the agency.

In addition to using these metrics for revenue tracking and benchmarking, they can also be used to establish cost recovery policies and goals. There are no industry standards for cost recovery; for example, some communities have established different cost recovery policies for senior, adult, and youth programs, while others have established overall cost recovery goals as a percentage of operating expenses. PRORAGIS can help agencies to determine reasonable and realistic cost recovery goals based on data from other agencies.

How much are you making?

Correspon.

3-6-15 Phese + Hrgus

From Mike F.Y.I.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

Per Board Resolution No. 2009-07-202, The Livingston County Board of Commissioners will not be publishing minutes of their meetings in the newspaper. The minutes can be accessed from the county web site at <u>www.co.livingston.mi.us</u> or available at the County Clerks Office.

> MARGARET M. DUNLEAVY LIVINGSTON COUNTY

03-06-2015 DAILY 234242