

GENOA CHARTER TOWNSHIP BOARD
Public Hearing and Regular Meeting
May 19th, 2008
6:30 P.M.

Call to Order

Pledge of Allegiance

Call to the Public

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 5-05-08
3. Request to approve a fireworks permit for Kurt Price at 5393 Wildwood.

Approval of Regular Agenda:

4. Conduct Public Hearing and consider request to recommend to the Michigan Department of Natural Resources that Clark Lake be restricted to electric motors only.
5. Request to approve a contract extension with Waste Management for refuse collection.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: May 19, 2008

TOWNSHIP GENERAL EXPENSES; Thru May 19, 2008	\$210,104.55
May 16, 2008 Bi-Weekly Payroll	\$34,356.33
OPERATING EXPENSES; Thru May 19, 2008	\$71,039.77
TOTAL:	\$ 315,500.65

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23982	RUTHIG A	Amy Ruthig	05/01/2008	13,900.00
23983	RUFFC	Connie Ruff	05/01/2008	641.25
23984	ABTEK	ABTEK CARD SERVICES	05/19/2008	150.00
23985	B S & A	B S & A Software, Inc.	05/19/2008	2,750.00
23986	CONSUMER	Consumers Energy	05/19/2008	258.51
23987	DYKGOS	Dykema Gossett PLLC	05/19/2008	166.85
23988	FIRST IM	First Impression Print & Marketing	05/19/2008	2,252.00
23989	ICMA	ICMA	05/19/2008	809.60
23990	LAKESIDE	Lakeside Service Company, Inc.	05/19/2008	290.00
23991	MAGUIRE	Maguire Mailing Systems	05/19/2008	570.00
23992	MASTER M	Master Media Supply	05/19/2008	232.74
23993	Miller C	Miller,Canf,Paddock,&Stone,PLC	05/19/2008	6,477.20
23994	Perfect	Perfect Maintenance Cleaning	05/19/2008	1,050.54
23995	PETTYCAS	Petty Cash	05/19/2008	41.49
23996	TRI COUN	Tri County Cleaning Supply Inc	05/19/2008	196.36
23997	Waste M	Waste Management of Michigan	05/19/2008	904.00
23998	Panera B	Panera Bread	05/06/2008	35.97
23999	assenma	Robert Assenmacher	05/06/2008	180.00
24000	Bhavsar	Janice Bhavsar	05/06/2008	225.00
24001	Binder	Donald Binder	05/06/2008	225.00
24002	BODALSKI	Mary Lynn Bodalski	05/06/2008	225.00
24003	DavisR	Richard Davis	05/06/2008	180.00
24004	DavisS	Shelagh Davis	05/06/2008	180.00
24005	hipple	Joan Hipple	05/06/2008	180.00
24006	HOGLE B	Betty Lu Hogle	05/06/2008	180.00
24007	Kolinsk	Miriam Kolinski	05/06/2008	180.00
24008	Kolinski	Tom Kolinski	05/06/2008	180.00
24009	Mcclure	Cecelia McClure	05/06/2008	225.00
24010	McGrath	Carol McGrath	05/06/2008	180.00
24011	MESSING	Arnold Messing	05/06/2008	180.00
24012	NelsonD	Donna Nelson	05/06/2008	180.00
24013	Sapienza	Kristen Renee Sapienza	05/06/2008	180.00
24014	SapienzP	Paul Sapienza Jr.	05/06/2008	225.00
24015	SPANGL C	Kay Spangler	05/06/2008	180.00
24017	ASSENMAC	Diane G. Assenmacher	05/06/2008	225.00
24018	WIRELESS	Wireless Zone	05/06/2008	139.89
24019	GUS'S CA	Gus's Carryout	05/06/2008	78.77
24021	Administ	Total Administrative Services	05/16/2008	357.67
24022	Equitabl	Equivest Unit Annuity Lock Box	05/16/2008	620.00
24023	AMER IMA	American Imaging, Inc.	05/19/2008	180.00
24024	BLUE CRO	Blue Cross & Blue Shield Of Mi	05/19/2008	16,689.71
24025	Bryan	Bryan Kimberly	05/19/2008	50.00
24026	Country	Country Lane Florist	05/19/2008	48.90
24027	COXKRIS	Kristi Cox	05/19/2008	150.00
24028	DAVTREE	Dave's Tree Service	05/19/2008	18,750.00
24029	DTE ENER	DTE Energy	05/19/2008	770.44
24030	DYKGOS	Dykema Gossett PLLC	05/19/2008	402.00
24031	FIRESYS	Fire Systems Of Michigan, INC.	05/19/2008	30.90
24032	GANNETT	Gannett Michigan Newspapers	05/19/2008	302.60
24033	GORDONFO	Gordon's Food Services	05/19/2008	143.67
24034	HOWARDA	Charles Howard	05/19/2008	22.00
24035	LANGWORL	Langworthy Strader Leblanc	05/19/2008	1,268.73
24036	LC CLERK	Livingston County Clerks' Assn	05/19/2008	20.00
24037	LEO'S CU	Leo's Custom Sprinkler Service	05/19/2008	315.50
24038	livcty	Livingston County Treasurer	05/19/2008	3,000.27
24039	MAA	Michigan Assessors Association	05/19/2008	400.00
24040	MI CHLOR	Michigan Chloride Sales LLC	05/19/2008	3,400.00
24041	Miller C	Miller,Canf,Paddock,&Stone,PLC	05/19/2008	59,679.90
24042	NOVIFEN	Novi Fence and Supply	05/19/2008	150.00
24043	PRINTING	Printing Systems	05/19/2008	280.99
24044	STORM	SARAH STORM	05/19/2008	50.00
24045	WASTE MA	Waste Management	05/19/2008	68,500.00

Township of Genoa
User: angie

Accounts Payable
Checks by Date - Summary by Check Number

Printed: 05/14/2008 12:56
Summary

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24046	PETTYCAS	Petty Cash	05/19/2008	66.10
Report Total:				210,104.55

**First National
Direct Deposit
MAY 16, 2008
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,003.67
Amy Ruthig		\$940.06
Angela Williams		\$961.23
Barb Kries		\$961.57
Carol Hanus		\$1,176.68
Cinthia Howard		\$527.70
Dave Estrada		\$973.19
Deborah Rojewski		\$2,170.87
Genoa Township	\$22,892.17	
Greg Tatara		\$2,199.48
Judith Smith		\$1,121.24
Karen J. Saari		\$902.85
Kelly VanMarter		\$1,899.34
Laura Mroczka		\$1,219.09
Mary Krencicki		\$909.85
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$494.83
Tammy Lindberg		\$919.57
Total Deposit		<u><u>\$22,892.17</u></u>

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Payroll
AP Distribution Report



User: sue
Township of Genoa
Batch: 603-05-2008 COMPUTER

Vendor	Deduction	Account	Amount
Administ - Total Administrative Services	MIPF - Flex Spending Account-Pre Tax	101-000-239-000	357.67
AETNA LI - Aetna Life Insurance & Annuity	AetnaF - Aetna Fin Deferred Comp-Flat	101-000-237-000	25.00
EFT-FED - EFT- Federal Payroll Tax	FED - Federal Income Tax	101-000-229-000	3,674.97
	FED - Federal Income Tax Total		3,674.97
	FICA - FICA Employee Portion	101-000-228-100	1,958.12
	FICA - FICA Employee Portion Total		1,958.12
	FICAR - FICA Employer Portion	101-284-715-000	1,958.12
	FICAR - FICA Employer Portion Total		1,958.12
	MEDI - Medicare Employee Portion	101-000-228-300	457.94
	MEDI - Medicare Employee Portion Total		457.94
	MEDIR - Medicare Employer Portion	101-284-715-000	457.94
	MEDIR - Medicare Employer Portion Total		457.94
	EFT-FED - EFT- Federal Payroll Tax Total		8,507.09
EFT-PENS - EFT- Payroll Pens Ln Pyts	Loan - Principal Fin-Loan	101-000-238-000	678.90
Equitabl - Equivest Unit Annuity Lock Box	Equita - Deferred Comp-457B-Employees	101-000-237-000	620.00
FIRST NA - First National Bank	CDI IN - Investments	101-000-242-000	275.00

Vendor	Deduction	Account	Amount
			275.00
	CDI IN - Investments Total		275.00
	DDFlat - Direct Deposit - Flat Amount	101-000-259-000	2,125.00
			2,125.00
	DDFlat - Direct Deposit - Flat Amount Total		2,125.00
	DDNet - Direct Deposit Net	101-000-259-000	20,492.17
			20,492.17
	DDNet - Direct Deposit Net Total		20,492.17
			22,892.17
	FIRST NA - First National Bank Total		22,892.17
SOM-TRE - State Of Mich- Dept Of Treasur	STATE - State Income Tax	101-000-228-200	1,275.50
			34,356.33
	Report Total		34,356.33

12:58 PM
05/14/08

#592 OAK POINTE WATER/SEWER FUND

Payment Of Bills

May 2 - 14, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
05/07/2008	1011	AT & T	04/19-05/18/2008	-175.81
05/07/2008	1012	BRIGHTON ANALYTICAL LLC	lab costs	-240.00
05/07/2008	1013	DTE ENERGY		-6,187.90
05/07/2008	1014	FONSON, INC.	INV#7659/7660	-2,480.50
05/07/2008	1015	J.C.'s Countryside Plbg, LLC	OPWTPGolfview Court/Condo Complex	-472.00
05/07/2008	1016	LAB SAFETY SUPPLY, INC	#9951 & #135542/Freight	-690.74
05/07/2008	1017	PEBBLE CREEK SERVICES	Lawn Maintenance	-420.00
05/07/2008	1018	USA Bluebook		-348.45
05/12/2008	1019	HOWELL RENTAL	Tillier rental	-48.00
05/12/2008	1020	BRIGHTON ANALYTICAL LLC	lab costs	-328.00
05/12/2008	1021	DTE ENERGY	Electrical Expense 03/31-4/29/08	-195.09
05/12/2008	1022	K & J Electric, INC	OakPointe Northshore Pump House	-70.00
05/12/2008	1023	NORTHWEST PIPE AND SUPPLY, INC.	supplies	-43.87
05/12/2008	1024	PVS Nolwood Chemicals, Inc	Chemicals/Sewer	-986.80
05/12/2008	1025	SEVERN TRENT ENVIRONMENTAL SERVICES,	INV#STES2036145 &2036143	-27,071.59
05/12/2008	1026	USA Bluebook	Inv#584441	-242.80
05/12/2008	1027	WASTE MANAGEMENT	Inv#3588059 1389-6	-97.04
Total				-40,098.59

12:59 PM
05/14/08

#592 OAK POINTE WATER/SEWER FUND

Payment Of Bills

May 2 - 14, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
05/01/2008	1012	blank check void	VOID:	0.00
05/13/2008	1014	Genoa Twp OP Opering Capital Improvement	Transfer to correct check 975-UIS Programmable	-5,175.00
Total				-5,175.00

1:02 PM
05/14/08

#593 LAKE EDGEWOOD W/S FUND

Payment Of Bills

May 2 - 14, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
05/07/2008	1297	Consumers Energy	Gas Service-03/31-04/29/08	-317.47
05/07/2008	1298	DTE Energy	Electric Service03/31-04/29/2008	-6,119.70
05/07/2008	1299	FONSON, INC.	LAKE EDGEWOOD SEWER PLAN	-8,812.61
05/07/2008	1300	GENOA TOWNSHIP-ADMIN FEES	1/1/-3/31/08 Utility billing	-1,047.90
05/07/2008	1301	NORTHWEST PIPE AND SUPPLY,INC		-26.93
05/13/2008	1302	Brighton Analytical L.L.C.	lab costs INV#0408-57670 & 0408-57675	-134.00
05/13/2008	1303	GEOCORP, INC	Supplies inv#00105666	-176.46
05/13/2008	1304	SEVERN TRENT ENVIRONMENTAL SERVICES,	2036144/ Project#2571	-7,196.25
Total				-23,831.32

1:04 PM
05/14/08

#503 DPW UTILITY FUND
Payment Of Bills
May 2 - 14, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
05/13/2008	1026	CAVALIER	Acct#2119355	-18.37
05/13/2008	1027	J.J.Jinkleheimer	INV#15033 & INV#15043	-308.66
05/13/2008	1028	LAB SAFETY SUPPLY	1011411176	-339.95
05/13/2008	1029	McDonald Modular Solutions	RI 114644	-375.00
05/13/2008	1030	Master Media	Inv#55446	-227.99
05/13/2008	1031	NORTHWEST PIPE & SUPPLY	INV#95623 & INV#95802	-110.12
05/13/2008	1032	Genoa Township Petty Cash		-35.87
05/13/2008	1033	USABlueBook	Inv#584441	-518.90
			Total	-1,934.86

1:05 PM
05/14/08

#504 DPW RESERVE FUND
Payment Of Bills
May 2 - 14, 2008

Date Num Name Memo Amount

No Checks

1:01 PM
05/14/08

#595 PINE CREEK W/S FUND
Payment Of Bills
May 2 - 14, 2008

Date Num Name Memo Amount

No Checks

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

May 5, 2008

6:30 P.M.

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Jean Ledford, Steve Wildman and Jim Mortensen. Absent – Todd Smith. Also present were Township Manager Michael Archinal and approximately three persons in the audience.

Approval of Consent Agenda:

Moved by Hunt, supported by Ledford, to approve all items listed under the consent agenda. The motion carried unanimously.

1. Payment of Bills

2. Approval of Minutes: 4-21-08

3. Request to approve a 19 month employment agreement with Tesha Humphriss for the position of Township engineer with a salary of \$73,500 annually as recommended by Utility Director Greg Tatara and the Administrative Committee.

4. a. Request to approve an agreement with Fonson Construction for limestone installation on Weshphal, Pardee and Beattie Roads in the amount of \$266,000.00 subject to review by the Township Attorney.

4. b. Request to approve an agreement with the Livingston County Road Commission in the amount of \$8,000.00 for 6,000 feet of limited drainage work on Beattie and Pardee Roads.

Approval of Regular Agenda:

Moved by Hunt, supported by Mortensen, to approve for action all items listed under the regular agenda with the addition of 5.B. A request for approval of a resolution concerning Herbst Road. The amended agenda was voted and carried unanimously.

5. A. Consideration of a request from Mr. Griffin, owner of property located at 779 S. Hacker regarding an unsafe structure.

Moved Ledford, supported by Mortensen, to grant Mr. Griffin 90 days from today to allow for the tear down and removal of the damaged pole barn. Re-usable materials may be stored on the site in an area out of sight from the neighbor. All materials must be stored in an orderly fashion and will be subject to review and approval of the code enforcement officer, Mr. Adam VanTassell. The motion carried unanimously.

5. B. Request for approval of a resolution regarding Herbst Road and a subsequent request to the Livingston County Road Commission.

A call to the public was made with the following response: Wayne Clayton – I have lived in Genoa Township, off Herbst Road, for 39 years. The traffic is traveling too fast on Herbst (un-posted 55 m.p.h.) while Grand River with four lanes of blacktop has speeds of 25 to 55 m.p.h. The dust on Herbst has been terrible this past few weeks. The road commission graded one day and I bought chloride the next and put down an application. The next day the road was graded again. I am asking this board's support to reduce the speed and address the dust issue.

Moved by Skolarus, supported by Wildman, to approve the resolution with minor changes and forward that request to the L.C.R.C. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – Smith.

6. Request to approve a revised construction agreement with Corrigan Construction for the construction of the BAFD Station 35 in the amount of \$1,081,383.19, which exceed the original budget by \$24,106.02.

Moved by Ledford, supported by Mortensen, to approve the budget amendment as requested. The motion carried unanimously.

7. Request for approval of a Request for Change Authorization with Tetra Tech for 2008 Grand River Sidewalks in the amount of \$9,500.00.

Moved by Hunt, supported by Ledford, to authorize the change with the understanding that the cad work will be done by Tetra Tech and all other work related to this change will be performed by Tesha at such time as she is employed with Genoa Township on a full time basis. The motion carried unanimously.

The State of Michigan Department of Treasury provided an evaluation of Genoa Charter Township with a fiscal indicator score of zero (the best score attainable) and with an estimate of population of 20,114 (an increase of 32% since the 2000 census).

A letter received from Daniel and Lisa Grassi determined that docking rights would be granted to 1843 Hughes Road. McCririe will make the correct recordings with regard to this property.

The regular meeting of the Genoa Charter Township was adjourned at 7:05 p.m.



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 05/09/08)

MEMORANDUM

TO: Township Board

FROM: Michael Archinal *MA*

DATE: 5/16/08

RE: Kurt Price Fireworks Permit

Mr. Price has again applied for a fireworks permit for the 4th of July. He has provided the necessary documentation and insurance. Please consider the following action:

Moved by _____, supported by _____, to approve a fireworks permit for Kurt Price of 5393 Wildwood. Display is to occur on July 4th, 2008

5380 E. Grand River Howell, MI. 48843
Phone: 517-540-9740
Fax: 517-540-9746



Fax

To: Polly **From:** Kurt Price
Fax: 810-227-3420 **Pages:** 6
Phone: **Date:** 5/14/2008
Re: Kurt Price Lake Chemung Fireworks **CC:**

- Urgent For Review Please Comment Please Reply Please Recycle

Polly,

Please call with any questions 517-861-6102.

Thanks,

Kurt

Certificate of Insurance

99839

Issue Date: 04/24/2008

PRODUCER
 Combined Specialties International, Inc.
 8862 Tamarack Village
 Suite 119
 Woodbury Minnesota 55125

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

INSURER B:

INSURER C:

INSURER D:

INSURED
 Phoenix/Patriot Fireworks Co.
 P.O. Box 254
 Brighton Michigan 48116

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	1193862977/007	November 08, 2007	November 08, 2008	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per person)	\$
					EXCESS LIABILITY FOLLOWING FORM	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTHER TORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYER	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Kurt Price as property owner; the Township of Genoa and Livingston County are Additional Insured as respects the July 4, 2008 (RD: July 5, 2008) Fireworks Display at 5853 Wildwood Drive, Howell, MI

CERTIFICATE HOLDER
 Kurt Price
 5393 Wildwood Drive
 Howell, MI 48843

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

Robert J. Anderson

AUTHORIZED REPRESENTATIVE

APPLICATION FOR FIREWORKS DISPLAY PERMIT

PUBLIC DISPLAY AGRICULTURAL PEST CONTROL

Date of Application: **05/15/08**
Age (18 or over):

Applicant: **KURT PRICE** Address: **5393 WILDWOOD DR**

Corporation, Name of President: **N/A** Address: **HOWELL, MI**

Nonresident Applicant: Name of Mich. Attorney or Res. Agent: **N/A** Address: Phone No.:

Pyrotechnic Operator: **KICK HENNIGAR** Address: **325 HIGHLAKE AVE ANN ARBOR MI** Age (18 or over): **58**

Years Experience: **15+** No. Displays: **50+** Where: **STATE OF MICHIGAN**

Assistent: **ROB HARRIS** Address: **609 WASHINGTON ST** Age: **39**

Other Assistent: Address: **BRIGHTON MI.**

Exact Location of Proposed Display: **5393 WILDWOOD DR. HOWELL, MI 300ft NE FROM WATERS EDGE**

Time of Proposed Display: **10:00 P.M. (IN LAKE CHEMUNG)**

Date of Proposed Display: **07/04/08**

NO. OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED
Approx 65	3" ASSAULTED SHELLS
" 65	4" ASSAULTED SHELLS
" 15	MULTI-SHOTS CAGES from 5/8" dia to 3" dia

Where & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)
WILL NOT BE STORED - DELIVERED TO SHOOT SITE ON THE DAY OF USE.

Amount of Bond or Insurance (to be set by local gov't.): **\$ 1,000,000 -**

Name of Bonding Corporation or Insurance Company: **LOYDS OF LONDON / COMBINED SPECIALTY**

Name of Bonding Corporation or Insurance Company: **B362 TAMARACK VILLAGE Suite 119 WOODBURY MN 55125**

Signature of Applicant: _____

AUTHORITY: Act 358, P.A. of 1968
COMPLETION: Voluntary (but no permit will be issued without an application)

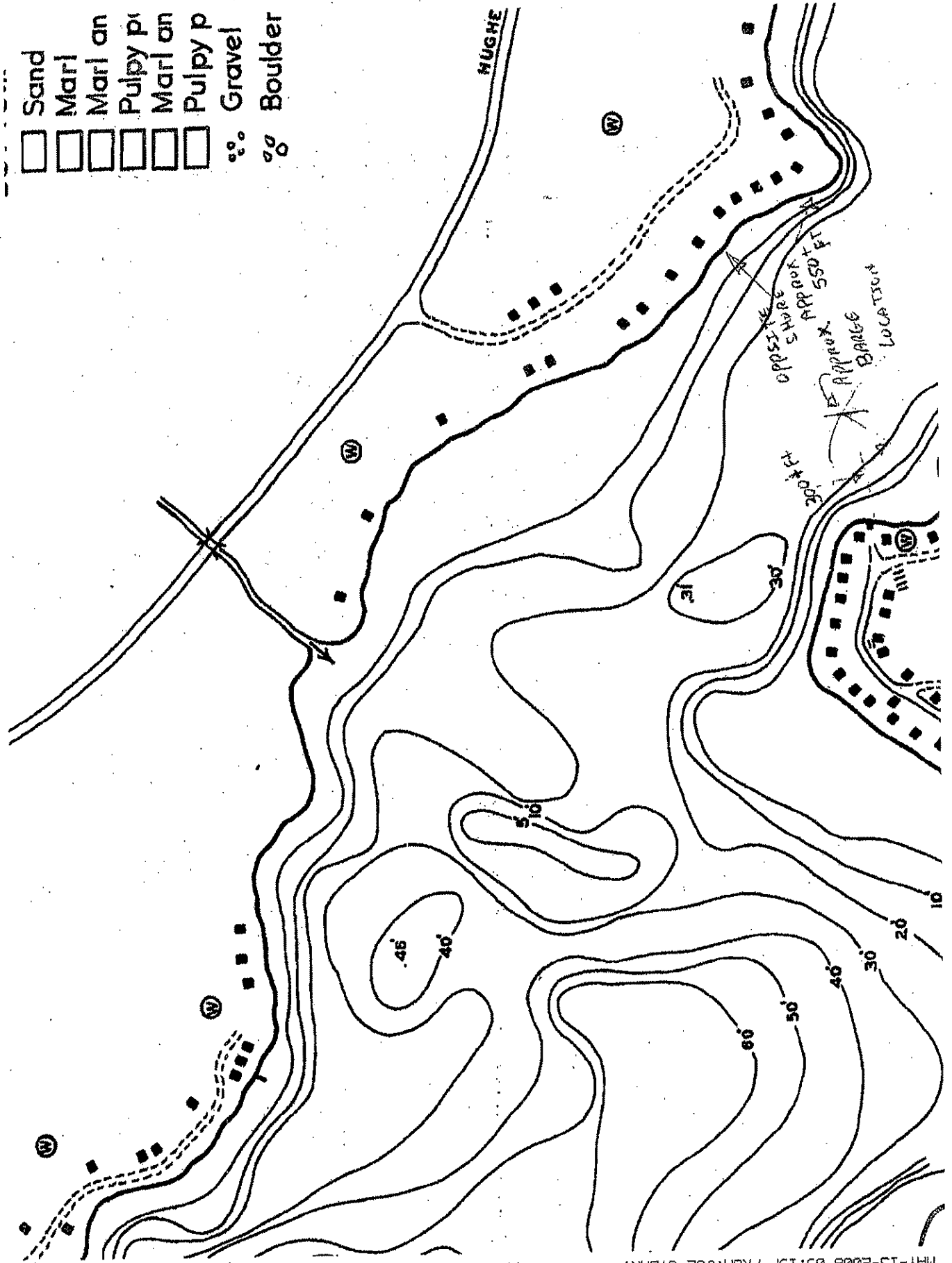
KURT - NFPA 1123 REQUIRES 280' DIA FROM CENTER OF VERTICAL 4" TUBES, YOU WILL MEET THAT REQUIREMENT BY BEING 300'+ FROM WATERS EDGE.

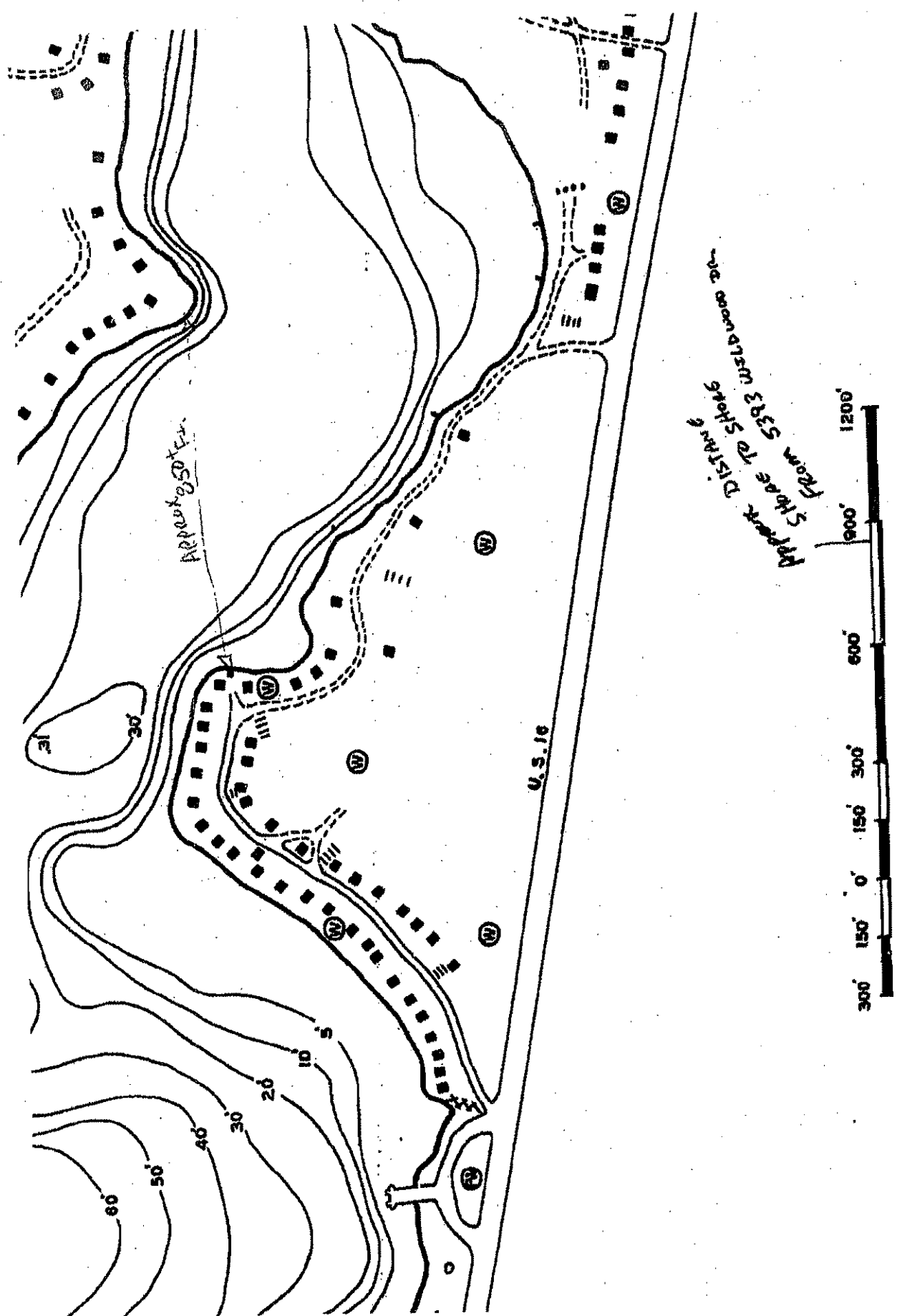
THIS WILL BE SHOT BY REMOTE FROM SHORE, NO DISPLAY OPERATOR WILL BE ABOARD THE BARGE.

THEY MAY INQUIRE ABOUT LIGHTING ON BARGES, FOR SAFETY. YOU MAY HAVE TO PROVIDE THIS.

RAIN DATE, WOULD BE THE 5TH UNLESS OTHERWISE REQUESTED.

ALSO THEY MAY REQUIRE A RESPONSIBLE PERSON TO KEEP ANY BOATS BACK THAT ARE ON THE WATER. AGAIN THIS MAY REQUIRE A BOAT AND SOMEONE OF YOUR CHOOSING





MEMORANDUM

TO: Township Board

FROM: Michael Archinal *MA*

DATE: 5/16/08

RE: Clark Lake Motor Restriction

We have received a request from Clark Lake residents to restrict their lake to electric motors only. Clark Lake is currently designated as a, "No High Speed" lake. Clark Lake is in the extreme northeast section of Genoa Township and lies primarily in Brighton Township. There are six Genoa properties on Clark Lake. Four of the six properties have petitioned for this change. Brighton Township considered this matter at an April 21st, 2008 meeting and requested that the Michigan Department of Natural Resources investigate the matter prior to their Board taking action on the request. I am waiting for a copy of the Brighton Township minutes.

DNR rules require action from the local jurisdiction when considering such matters. Since the majority of Clark Lake lies in Brighton Township you may wish to take public comment as required by statute and table the matter pending action by Brighton. Or, acknowledging that a majority of our residents support the change, you may consider the following resolution:



-034

-007

-006

-005

-004

ROAD

PARK

-014

-008

-020

-009

-021

-003

-010

-016

ROAD

-015

-013

-090

-091

ROW

-101

-089

ROW

-088

-093

**RESOLUTION OF THE
GENOA CHARTER TOWNSHIP BOARD**

WHEREAS, Genoa Charter Township has received a request for a resolution supporting the restriction of Clark Lake to electric motors only; and

WHEREAS, the Michigan Department of Natural Resources requires a resolution from the local jurisdiction relative to such requests; and

WHEREAS, this restriction is necessary for the residents' peaceful enjoyment of Clark Lake, and

WHEREAS, statements in support of this change have been received from four Genoa Charter Township Clark Lake property owners; and

WHEREAS, this number represents a majority of affected Genoa Charter Township property owners,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Genoa Charter Township does request that the Michigan Department of Natural Resources declare that on the waters of Clark Lake, section 12, T2N, R5E, Genoa Charter Township, Livingston County it shall be unlawful to operate a vessel powered by a motor except an electric motor.

Moved by _____, supported by _____, to approve the adoption of this resolution by the Genoa Charter Township Board. The motion was voted and carried unanimously.

Signed:

Gary McCririe, Supervisor

Paulette A. Skolarus, Clerk

Robin Hunt, Treasurer

H. James Mortensen, Trustee

Todd Smith, Trustee

Jean Ledford, Trustee

Steve Wildman, Trustee

4711-12-400-008
FRASHESKI KENNETH P & CHERYLE R
1348 CLARK LAKE RD.
BRIGHTON MI 48114

4711-12-400-009
MALYSZ DELORES
1746 CLARK LAKE RD
BRIGHTON MI 48114

4711-12-400-010
MALYSZ DOLORES & CHRISTOPHER
1746 CLARK LAKE RD
Brighton MI 48114

4711-12-400-013
O'HARA, JOHN JR, RICHARD & PAUL
7387 DEEP RUN RD, APT 312
BLOOMFIELD HILLS MI 48301

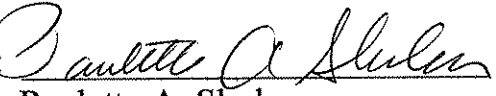
4711-12-400-014
MORGAN, MARILYN
1354 CLARK LAKE RD
BRIGHTON MI 48116

4711-12-400-016
FELLA, JAMES & SONIA
1324 CLARK LAKE RD.
BRIGHTON MI 48114

GENOA CHARTER TOWNSHIP
Notice of Public Hearing
For Clark Lake Residents

A public hearing will be held at the Genoa Charter Township Hall on Monday, May 19, 2008 at 6:30 p.m. to discuss petitions received from homeowners living on Clark Lake. Residents of Clark Lake petition the Township to change the designation of Clark Lake from *no high speed* to *electric motors only*.

After hearing from homeowners of Clark Lake at the call to the public and taking into consideration the petitions received, the Township Board will consider a resolution to be directed to the D.N.R.

Signed: 
Paulette A. Skolarus
Genoa Charter Township Clerk

Date: May 5, 2008

Word/policy/notice of public hearing Clark Lake
(Press/Argus 05/09/08)

To Board 5/19/08
May 9, 2008

**PUBLIC HEARING
FOR ALL CLARK LAKE
RESIDENCES
MON. APRIL 21TH
TOWNSHIP HALL
4363 BUNO ROAD
7:00 P.M.**

THIS MEETING IS WITH THE BOARD OF TRUSTEES TO DISCUSS HAVING THE MDEQ CHANGE THE DESIGNATION OF OUR LAKE FROM "NO HIGHSPEED" TO "ELECTRIC MOTORS ONLY". IF YOU ARE FOR OR AGAINST THIS PLEASE SHOW UP AND LET YOUR VOICE BE HEARD.

S T A T E M E N T

I AM FOR HAVING ~~MDEQ~~ CHANGE THE DESIGNATION OF OUR LAKE (CLARK LAKE - LIVINGSTON COUNTY - GENOA TOWNSHIP) FROM "NO HIGH SPEED" TO "ELECTRIC MOTOR ONLY".

SIGNED: Kenneth P. Freshback

ADDRESS: 1348 CLARK LAKE ROAD

S T A T E M E N T

PUBLIC HEARING
FOR ALL CLARK LAKE
RESIDENCES
MON. APRIL 21TH
TOWNSHIP HALL
4363 BUNO ROAD
7:00 P.M.

THIS MEETING IS WITH THE BOARD OF TRUSTEES TO DISCUSS HAVING THE MDEQ CHANGE THE DESIGNATION OF OUR LAKE FROM "NO HIGHSPEED" TO "ELECTRIC MOTORS ONLY". IF YOU ARE FOR OR AGAINST THIS PLEASE SHOW UP AND LET YOUR VOICE BE HEARD.

S T A T E M E N T

I AM FOR HAVING MDEQ CHANGE THE DESIGNATION OF OUR LAKE
(CLARK LAKE - LIVINGSTON COUNTY - GENOA TOWNSHIP) FROM "NO HIGH SPEED"
TO "ELECTRIC MOTOR ONLY".

SIGNED:

Kenya Grochowski

ADDRESS:

1345 N Clark Lk Rd

S T A T E M E N T

PUBLIC HEARING
FOR ALL CLARK LAKE
RESIDENCES
MON. APRIL 21TH
TOWNSHIP HALL
4363 BUNO ROAD
7:00 P.M.

THIS MEETING IS WITH THE BOARD OF TRUSTEES TO DISCUSS HAVING THE MDEQ CHANGE THE DESIGNATION OF OUR LAKE FROM "NO HIGHSPEED" TO "ELECTRIC MOTORS ONLY". IF YOU ARE FOR OR AGAINST THIS PLEASE SHOW UP AND LET YOUR VOICE BE HEARD.

S T A T E M E N T

I AM FOR HAVING ~~MDEQ~~ CHANGE THE DESIGNATION OF OUR LAKE (CLARK LAKE - LIVINGSTON COUNTY - GENOA TOWNSHIP) FROM "NO HIGH SPEED" TO "ELECTRIC MOTOR ONLY".

SIGNED: *James Jella*

ADDRESS: 1324 N CLARK LK

517-404 6131

PUBLIC HEARING
FOR ALL CLARK LAKE
RESIDENCES
MON. APRIL 21TH
TOWNSHIP HALL
4363 BUNO ROAD
7:00 P.M.

THIS MEETING IS WITH THE BOARD OF TRUSTEES TO DISCUSS HAVING THE MDEQ CHANGE THE DESIGNATION OF OUR LAKE FROM "NO HIGHSPEED" TO "ELECTRIC MOTORS ONLY". IF YOU ARE FOR OR AGAINST THIS PLEASE SHOW UP AND LET YOUR VOICE BE HEARD.

S T A T E M E N T

I AM FOR HAVING ~~MDEQ~~ CHANGE THE DESIGNATION OF OUR LAKE (CLARK LAKE - LIVINGSTON COUNTY - GENOA TOWNSHIP) FROM "NO HIGH SPEED" TO "ELECTRIC MOTOR ONLY".

SIGNED:

Wayne Branaway

ADDRESS:

1333 Clark Lake Rd

S T A T E M E N T

MEMORANDUM

TO: Township Board

FROM: Michael Archinal *MA*

DATE: 5/16/08

RE: Waste Management Contract Extension

Please find attached a May 13, 2008 letter from Carey Weihmiller of Waste Management. The letter proposes to amend our current contract and extend its term for five years. The Administrative Committee has met with Waste Management and negotiated changes. The Committee recommends the terms contained in Carey's letter.

Waste Management continues to provide Genoa Charter Township with exceptional service. The primary change of note to the contract is language that speaks to the volatility of fuel prices. We believe the proposal addresses this matter in a fair way that does not bind future Boards to excessive costs. Upon approval an amended contract will be forwarded to the Township Attorney for review. Please consider the following action:

Moved by _____, supported by _____, to approve amendments to the existing refuse collection contract as proposed by Waste Management in a letter dated May 13, 2008 subject to review by the Township Attorney.



May 13, 2008

Mr. Gary McCririe
Supervisor
Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116

Dear Supervisor McCririe,

Thank you for meeting with Waste Management regarding our contract. WM and Genoa Township have enjoyed an excellent working relationship. Our current agreement expires on July 31, 2008. We would like to extend our agreement for an additional five years, through July 31, 2013, with the following cost savings to the Township:

- WM will freeze the current rate for solid waste collection for the first year of the extension (August 1, 2008 through July 31, 2009). Year two through five we propose a 2% increase per year on the anniversary date. This is a reduction over your current Consumers Price Index increase, which has averaged 2.8% over the last five years.
- WM will absorb the cost of the two additional yard waste clean ups, for a total of four clean ups per year with two trucks each at no charge to the Township.

The items outlined above offer a significant savings to the Township over our current agreement.

Due to the uncertainty of diesel fuel prices, a fuel surcharge effective August 1, 2008 and throughout the length of the contract will apply. For every \$.04 per gallon diesel fuel increases over \$4.25 (base rate) per gallon, a \$.01 per home per month surcharge shall apply to all billable services. Diesel fuel costs shall be determined monthly based on the Energy Information Administration, Official Energy Statistics from the US Government website, Midwest Diesel Pricing (low sulfur) (<http://www.eia.doc.gov/>).

There will also be a cap per year on the per gallon rate of diesel fuel to help the Township control and budget the fuel surcharge costs.

Year 1:

\$5.00 per gallon cap, Township pays the difference between \$4.25 and \$5.00 or a maximum of \$.19 per home per month.

Year 2:

\$5.50 per gallon cap, Township pays the difference between \$4.25 and \$5.50 or a maximum of \$.31 per home per month.

Year 3 - 5:

\$6.00 per gallon cap, Township pays the difference between \$4.25 and \$6.00 or a maximum of \$.44 per home per month.

The fuel surcharge will be calculated monthly and billed every six months for the previous six months. If at anytime during the contact the rate of diesel fuel increases over \$6.00 per gallon, Waste Management will give written notice to the Township. The Township and WM will have the opportunity to renegotiate the fuel surcharge. If an agreement cannot be made within 30 days, the contract will be null and void within 90 days, giving the Township time to bid the contract.

We look forward to the opportunity to extending our working relationship with the Township of Genoa. Please feel free to contract me at 248-240-8000 regarding any aspect of our service.

Sincerely,



Carey Wehmiller
Community and Municipal Relations Representative

cc: Jeff Wilson, Waste Management, District Manager
Mike Archinal, Genoa Township, Manager

CONTRACT FOR REFUSE REMOVAL

THIS AGREEMENT, made this 19th day of August, 1998, by and between Genoa Township, a general law township, with offices located at 2980 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as the "Township", and Environmental Waste Concepts, Ltd., hereinafter referred to as the "Contractor", a joint venture of Contractors Container Corporation, d/b/a Mister Rubbish and Waste Management Partners, Inc., a Michigan Corporation, whose principal place of business is located at 11655 Venture Drive, Whitmore Lake, Michigan 48189, Contractors Container Corporation, d/b/a Mister Rubbish, shall perform all services and maintain full responsibility for all obligations of the Contractor hereunder.

WHEREAS, the Township is desirous of providing to its residents, a rubbish and garbage pick-up service pursuant to authority granted to general law townships by the Waste Management and Resource Recovery Finance Act of 1978, Act 345 of 1978, and pursuant to the Genoa Township Ordinance for Operation of the Waste Management Project, Ordinance No. 1-2-90; and

WHEREAS, the Genoa Township Board, by motion made at a regular meeting on August 3, 1998 resolved to enter into this CONTRACT FOR REFUSE REMOVAL with Contractor.

NOW, THEREFORE, it is agreed as follows:

1. TERM:

(a) The term of this Contract is for the period commencing July 1, 1999 and continuing through June 30, 2004.

(b) No cause shall be necessary for termination of the Contract. The contract may be terminated by either party by giving ninety days written notice to the other party.

2. CONTRACT PRICE AND ADJUSTMENTS:

(a) Initial Contract Price. The Township agrees to pay Contractor and the Contractor agrees to accept in full consideration of services rendered, \$8.697 per month, per residential unit served. The unit rate of \$8.697 shall remain in effect through June 30, 2000.

(b) Unit Adjustment. In anticipation of continued residential growth in the Township, on July 1st 1999 and each July 1 thereafter, the average number of units serviced (unit count) shall be increased by the total of new dwelling units occupied and serviced by Contractor as indicated by the Township's records indicating new units occupied. For each new unit served, for the year beginning July 1, 1999, the Contractor shall be paid eighty (80%) percent of the unit based rated in effect for that year. For each new unit served beginning July 1, 2000 and 2001, the

Contractor shall be paid seventy-five (75%) percent of the unit base rate in effect for the year. For each new unit served beginning July 1, 2002 and 2002, the Contractor shall be paid seventy (70%) percent of the unit base rate in effect for the year. Each adjustment to the unit count shall be effective for one contract year and the effect of such adjustments shall be cumulative.

(c) Base Rate Adjustment. Commencing July 1, 2000 and on the same day of each year thereafter during the term of the contract the base monthly unit rate shall be modified to reflect the net change (increase or decrease) in the Metro Detroit Consumer Price Index (C.P.I.) for the proceeding twelve month period for which figures are available. However, the maximum percentage increase in the base monthly rate shall not exceed five (5%) percent per annum.

3. Contractor shall faithfully perform its work and shall not assign or subcontract the work or any part thereof without previous consent of the Township Board, and shall not assign any monies payable under this agreement, or its claim thereto, unless by and with the consent of the Township Board.

4. The purpose of this Contract is the removal and disposal of garbage and refuse and in the event that the Contractor shall fail to abide by the term contained herein, the Township Board may, at its discretion by motion, terminate its obligations herein as of the date of the making and carrying of such motion, as of the date of the making and carrying of such motion, when deemed to be in the interest of public health, safety general welfare and convenience of the township residents.

5. If another person, persons, or legal entity sustains loss, damages or injury resulting from the negligence of Contractor, or its assigns, and said loss, damage, or injury arises out of the operation of Contractor's business in connection with the performance of services for the Township, Contractor shall indemnify and save harmless the Township from any and all claims and judgment for damages and from costs and expenses, including reasonable attorney fees, to which the Township may be subject, or which it may suffer or incur by reason thereof.

6. Contractor shall carry public liability insurance in an amount of at least \$1,000,000.00 for bodily injury for each accident, and \$1,000,000.00 for each incident of property damage for injuries and/or loss sustained by reason of the carrying on of the work. The Contractor shall deliver said policy to the Township prior to the commencement of work under the terms of this Contract.

7. Contractor agrees to comply in all respects with the laws of the State of Michigan appertaining to:

(a) The transport and disposal of refuse

(b) Regulation of labor and worker's compensation

(c) Fair employment practices, township ordinances and administrative rules and regulations having the force of law.

8. The Contractor agrees as follows:

(a) To service each residential unit within the Township of Genoa as directed by the Township with a once weekly garbage and refuse pick-up service at the curb or roadside. The regular pick-up days shall be by a schedule set by mutual agreement of Township and Contractor. During any work week containing a legal holiday, all scheduled pick-ups will be one day behind the normal day for the remainder of that week.

(b) To pick-up discard Christmas trees on regular pick-up days for three (3) consecutive weeks, beginning no earlier than January 1st for said holiday.

(c) To provide and maintain safe, clean, watertight, enclosed packer trucks at all times in such condition as meets the approval of the MPSC Motor Carrier Division.

(d) To pay the cost of disposing of all garbage, rubbish, and waste materials at a state licensed disposal facility.

(e) To clean up the pick-up sites when pick-up is delayed or late for any reason and debris is scattered due to the delay.

(f) To make regular communication with the Township through the person designated by the Township Board for the purpose of receiving and responding to any questions and/or complaints regarding the Contractor's service.

(g) To maintain a business office and give a telephone number for the purpose of receiving and resolving all complaints regarding the Contractor's service.

(h) To handle promptly and in a businesslike manner, citizen complaints regarding non-collection or inadequate collection of refuse.

(i) To collect refuse during the "Frost Law" period in a manner equal to collection during other periods of the years, as per paragraph 9 (a) and (b) hereinabove set forth, and in compliance with the rules and regulations of authorities governing those laws.

(j) To make collections on private roads within the Township.

(k) That in the event a private road becomes impassable by reason of the failure to maintain such road, as determined by notice, by first class mail, seven (7) days in advance of termination of service that Contractor shall cease collection of garbage and refuse along such road.

(l) The Contractor agrees to provide to Genoa Township residents during the primary term of the Contract, or any extension thereof, pick-up service for disposal of large items of refuse of the nature of household goods and furniture. It is understood between the parties that the individual residents shall pay the entire cost of the pick-up service, to be determined by Contractor, and the landfill disposal fees, prior to the rendering of the service. The cost of such services shall be a reasonable cost commensurate with the customary fees charged within the boundaries of Livingston County.

9. The Township agrees as follows:

(a) Not to require the Contractor to pick-up garbage, rubbish or waste materials each week in more than four (4) thirty gallon plastic garbage bags or equivalent volume in plastic garbage bags, or three (3) thirty gallon garbage cans, or one (1) ninety gallon curb cart.

(b) Not to require the Contractor to pick-up any container having a weight in excess of 60 lbs. or a curb cart which has a total weight in excess of two hundred (200) pounds.

(c) Not to require the Contractor to pick-up a container containing hot ashes.

(d) Not to require the Contractor to pick-up bulky items, building materials, stoves, sofas, etc., not normally considered household refuse during the weekly pick-up schedule.

(e) Not to require the Contractor to pick-up grass, leaves, twigs, brush, and other items, except those properly packaged and suitable for compost when a Township wide composting program is implemented.

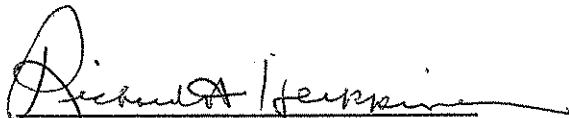
(f) To give free and clear access over roads, streets, and drives within the Township within the recognized restraints imposed by the statutes promulgated by other municipal bodies having control of such ways.

(g) To assume the responsibility of informing all residents to abide by the rules and regulations established under this Contract.

10. The time specified for pick-up is the essence of this Contract and in the case that Contractor shall fail to make ten (10) or more regular pick-up stops at residences and/or commercial establishments within twenty-four (24) hours of the regular pick-up schedule, with the exception of legal holidays and delays


caused by natural causes, Contractor agrees to pay Township the sum of One Hundred and 00/100 (\$100.00) Dollars for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose. Said sum, in view of the difficulty in ascertaining the loss and inconvenience which the Township suffers by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that Township will suffer by reason of delay, and is not a penalty; and the Township shall deduct and retain the amount of liquidated damages out of money which may be due or become due under this Contract. Repeated late pick-ups shall be considered grounds for immediate termination of the Contract. Waiver of assessment of the liquidated damages by the Township Board on any occasion arising shall not be deemed a waiver of the right of the Township to access damages pursuant to this paragraph for any breach of the time limits imposed herein.

WITNESSES:


Richard A. Heikkinen



Nancy A. Bogardus


WITNESSES:


Terry D. Black

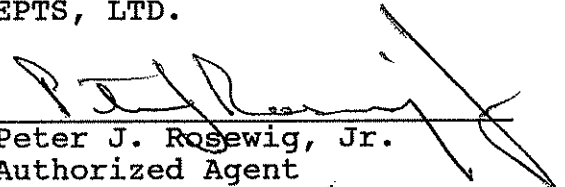
STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

TOWNSHIP OF GENOA
a Michigan general law township,

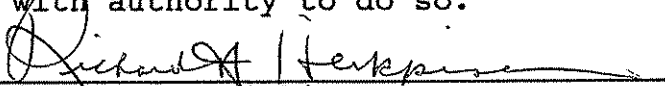
By: 
Robert R. Murray
Its Supervisor

By: 
Paulette A. Skolarus
Its Clerk

ENVIRONMENTAL WASTE
CONCEPTS, LTD.

By: 
Peter J. Rosewig, Jr.
Its Authorized Agent

19th The foregoing instrument was acknowledged before me this of August, 1998, by Robert R. Murray, the Supervisor and Paulette A. Skolarus, the Clerk of the Township of Genoa, a Michigan general law township, with authority to do so.


Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

 The foregoing instrument was acknowledged before me this
 day of August, 1998, by Peter J. Rosewig, Jr., the
Authorized Agent of Environmental Waste Concepts, Ltd., a Michigan
limited corporation, on behalf of said corporation.

Sandra Mary Maw

Notary Public
Livingston County, Michigan
My commission expires: 3-8-01

SANDRA MARY MAW
Notary Public, Washtenaw County, MI
My Commission Expires Mar. 8, 2001
Acting in Livingston County, MI

DRAFTED BY:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

FIRST ADDENDUM TO CONTRACT REFUSE REMOVAL

THIS AGREEMENT, made this 20th day of July, 1999, by and between Genoa Township, a general law township, with offices located at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as the "Township", and Mister Rubbish, a division of Waste Management Company, hereinafter referred to as the "Contractor", whose principal place of business is located at 11655 Venture Drive, Whitmore Lake, Michigan 48189.

RECITALS

WHEREAS, on August 19, 1998, Genoa Township entered into a contract for rubbish and garbage pickup with Environmental Waste Concepts, and

WHEREAS, Environmental Waste Concepts assigned its interest in the said contract to Mister Rubbish, a division of Waste Management Company, and

WHEREAS, the recited contract calls for an adjustment of the contract price for addition of new units added since July 1, 1998, and

WHEREAS, 284 units were added since July 1, 1998, and

WHEREAS, the parties have agreed upon the revised monthly contract price.

NOW THEREFORE, in consideration of the mutual benefits received by each party, IT IS AGREED as follows:

1. Mister Rubbish shall provide rubbish and garbage pickup service to the described 284 additional units.
2. The Township agrees to pay the sum of \$41,032.96 each month to Mister Rubbish for garbage and refuse service to all the residential units in the Township during the period July 1, 1999 to June 30, 2000.
3. All terms of the above described contract dated August 19, 1998 not inconsistent herewith are reaffirmed and ratified.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

Nancy A. Bogardus
Nancy A. Bogardus

TOWNSHIP OF GENOA
a Michigan general law township,

By: Robert R. Murray
Robert R. Murray
Its Supervisor

By: Paulette A. Skolarus
Paulette A. Skolarus
Its Clerk

WITNESSES:

Steven E. Dawdy

MISTER RUBBISH, a division of
Waste Management Company

By: Steven Dawdy
Steven Dawdy
Its General Manager

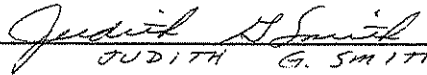
STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this
20th of July, 1999, by Robert R. Murray, the Supervisor and
Paulette A. Skolarus, the Clerk of the Township of Genoa, a
Michigan general law township, with authority to do so.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 20th day of July, 1999, by Steven Dawdy, General Manager of Mister Rubbish, a division of Waste Management Company, a Michigan corporation, on behalf of said corporation.



JUDITH G. SMITH
Notary Public
Livingston County, Michigan
My commission expires: 7-30-2001

DRAFTED BY:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

**SECOND ADDENDUM TO
CONTRACT FOR REFUSE REMOVAL**

Genoa Township (the "Township") and Waste Management of Michigan, Inc., ("Waste Management") hereby agree to extend the Contract for Refuse Removal dated August 19, 1998 through June 30, 2008, subject to the following rate schedule, effective July 1, 2003:

Rate Schedule:

July 1, 2003 through June 30, 2004 \$8.95 per month per unit


Effective each July 1st beginning July 2004 through July 2007 an annual escalator determined by the Ann Arbor Library re-formatted index (Detroit SMSA) for the most recently available prior twelve month period, will apply to the unit cost for future billings.

Effective July 1, 2003 all units will be billed at the above rate and each January 1st and July 1st going forward the unit count will be updated to reflect additions and or deletions to total for future billings. Waste Management agrees to provide each spring and fall of the contract period, two (2) truck loads for drop off yard waste collection at no additional charge to the Township. Drop off is to be prescheduled for no more than four (4) hours on Saturdays at the Township hall. Additional loads are billable at the rate of \$600.00 per truckload. All other terms and conditions of the Contract dated August 19, 1998 and the First Addendum remain in full force and effect.

GENOA TOWNSHIP

By: _____

Its: _____

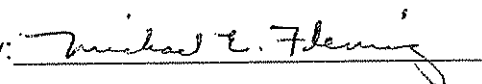

GARY J. MCQUINN

SUPPLEMENTAL

WASTE MANAGEMENT OF
MICHIGAN, INC.

By: _____

Its: _____



Director of Operations

MEMORANDUM

To: Mike
From: Amy
Date: May 7, 2008
Topic: Sylvan Glen Mobile Home Park

After referring to the Consent Judgement and site plan file for the above mentioned project, there is no mention of the park enforcing right turn only out of the park onto Herbst Road.

Mike

From: Greg Tatara
Sent: Thursday, May 15, 2008 12:34 PM
To: Mike; GaryM
Cc: BPeter@stes.com; Gramlich, Bill
Subject: FW: Thank you

-----Original Message-----

From: Bob [mailto:bobf823@yahoo.com]
Sent: Thursday, May 15, 2008 12:22 PM
To: Greg Tatara
Subject: Thank you

My name is Robert Fisher and I live at 3371 Mellow Lane in Howell. I wanted to drop a note of thanks to, I believe his name was Steve for replacing our sewer uplift pump last Sunday. I called th 24 hr number and he showed in 30 mintues and within a hour had it replaced. He said that he usually does this with two people and he took this upon himself alone to replace the pump to get it done quickly for us. Steve was extremely professional, positve, nice ect.... Its great to see this kind of service given by the township and wanted to recognize Steve for his efforts for a great job.

Please pass along my thanks to Steve and provide him the recognition for an outstanding job done.

Regards,

Robert Fisher

Board Correspondence

A MESSAGE FOR: Mike

FROM Mr. Lee DATE 5/10 A.M.
OF _____ TIME _____ P.M.

PHONE _____ AREA CODE _____ NUMBER _____ EXT. _____
 URGENT

TELEPHONED CAME TO SEE YOU RETURNED YOUR CALL

MESSAGE: PLEASE CALL WANTS TO SEE YOU WILL CALL AGAIN

Thank you for great job
on Nixon Rd

SIGNED _____