

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
NOVEMBER 17TH, 2008
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: 10-20-08
3. Request for approval of snow removal bids from Evergreen Outdoor, Inc. and Cooper Turf, Inc.
4. Request for approval of re-appointments expiring on 11/20/08.
5. Request approval of the First National Bank Security Agreement as recommended by the Township Treasurer and reviewed by the Township Attorney.
6. Request for approval of Identity Theft Prevention Procedure Policy.

Approval of Regular Agenda:

7. Request for approval of a six-month budget amendment as presented by the Township Auditor.
8. Request for approval of a Charitable Gaming License for Mt. Brighton Ski Patrol petitioned by Dick Thalacker.
9. Request for approval of a lease agreement between SELCRA, Howell Area Parks and Recreation Authority and Genoa Charter Township for the use of Township athletic fields.
10. Request for approval to adjourn to closed session to discuss the purchase of real property.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: November 3, 2008

TOWNSHIP GENERAL EXPENSES; Thru November 3, 2008	\$59,647.69
October 31, 2008 Bi Weekly Payroll	\$41,551.62
November 3, 2008 Monthly Payroll	\$13,341.69
OPERATING EXPENSES; Thru November 3, 2008	\$49,124.24
TOTAL:	<u>\$ 163,665.24</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24670	DTE ENER	DTE Energy	10/21/2008	174.61
24673	MROCZKA	Laura Mroczka	10/21/2008	57.68
24674	ROJEWSKI	Debra Rojewski	10/21/2008	314.70
24675	RUFFC	Connie Ruff	10/21/2008	71.50
24676	StateMI	State Of Michigan	10/21/2008	325.00
24677	Unum	Unum Provident	10/21/2008	1,044.60
24678	VERIZONW	Verizon Wireless	10/21/2008	165.80
24679	HUMPHT	Tesha Humphriss	10/24/2008	200.00
24680	LCRD	Livingston County Register of Deeds	10/24/2008	44.00
24681	LCRD	Livingston County Register of Deeds	10/24/2008	44.00
24682	Administ	Total Administrative Services	10/31/2008	357.67
24683	Equitabl	Equivest Unit Annuity Lock Box	10/31/2008	620.00
24684	SOM-TRE	State Of Mich- Dept Of Treasur	10/31/2008	4,723.23
24685	Administ	Total Administrative Services	11/03/2008	100.00
24686	USTREASU	United States Treasury	11/03/2008	309.45
24687	Equitabl	Equivest Unit Annuity Lock Box	11/03/2008	20.00
24688	ARCHINAL	Michael Archinal	11/03/2008	500.00
24689	AT&TLONG	AT&T Long Distance	11/03/2008	48.86
24690	COMCAST	COMCAST	11/03/2008	94.03
24691	COOPERST	Cooper's Turf Management LLC	11/03/2008	334.96
24692	DYKGOS	Dykema Gossett	11/03/2008	195.00
24693	EHIM	EHIM, INC	11/03/2008	771.07
24694	ETNA SUP	Etna Supply Company	11/03/2008	2,163.45
24695	FIRST IM	First Impression Print & Marketing	11/03/2008	2,388.31
24696	G2CONSUL	G2 Consulting Group, LLC	11/03/2008	1,775.00
24697	GBS INC	Governmental Business Systems	11/03/2008	41.91
24698	GENOA UT	Genoa Twp Public Utilities	11/03/2008	85.41
24699	HUMPHT	Tesha Humphriss	11/03/2008	500.00
24700	V O I D			600.00
24701	Lazzari	Mary Ann Lazzari	11/03/2008	159.50
24702	LCDRAIN		11/03/2008	49.86
24703	MASTER M	Master Media Supply	11/03/2008	438.37
24704	Mcclure	Cecelia McClure	11/03/2008	71.50
24705	MI TW AS	Michigan Township Assoc	11/03/2008	60.00
24706	PREMIER	PREMIER ELECTION SOLUTIONS	11/03/2008	18.57
24707	RUFFC	Connie Ruff	11/03/2008	115.50
24708	SCODELLE	SCODELLER CONSTRUCTION	11/03/2008	23,050.00
24709	SELCRA	Selcra	11/03/2008	8,307.47
24710	SHELL	Shell	11/03/2008	689.28
24711	SKOLAR P	Paulette Skolarus	11/03/2008	972.97
24712	Tetra Te	Tetra Tech Inc	11/03/2008	6,800.00
24713	TRI COUN	Tri County Cleaning Supply Inc	11/03/2008	86.69
24714	VERIZONW	Verizon Wireless	11/03/2008	415.24
24715	WALMART	Walmart Community	11/03/2008	288.00
24716	WASTE MA	Waste Management	11/03/2008	600.00
24717	KRENCICK	Mary Krencicki	11/03/2008	54.50

Report Total:

60,327.69
 - 68000
 \$59,647.69

**First National
Direct Deposit
OCTOBER 31, 2008
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,003.67
Amy Ruthig		\$1,049.55
Angela Williams		\$845.93
Barb Kries		\$1,063.77
Carol Hanus		\$1,176.68
Cinthia Howard		\$682.27
Dave Estrada		\$1,069.99
Deborah Rojewski		\$2,170.87
Genoa Township	\$25,608.53	
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		\$1,023.02
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$615.74
Tammy Lindberg		\$919.57
Tesha Humphriss		\$2,134.52
Total Deposit		<u><u>\$25,608.53</u></u>

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: sue

Printed: 10/27/2008 - 09:56

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24682	Administ	Total Administrative Services	10/31/2008		357.67
				Check 24682 Total:	357.67
9607	AETNA LI	Aetna Life Insurance & Annuity	10/31/2008		25.00
				Check 9607 Total:	25.00
9608	EFT-FED	EFT- Federal Payroll Tax	10/31/2008		4,151.11 2,183.04 2,183.04 510.55 510.55
				Check 9608 Total:	9,538.29
9609	EFT-PENS	EFT- Payroll Pens Ln Pyts	10/31/2008		678.90
				Check 9609 Total:	678.90
24683	Equitabl	Equivest Unit Annuity Lock Box	10/31/2008		620.00
				Check 24683 Total:	620.00
9610	FIRST NA	First National Bank	10/31/2008		300.00 2,395.00 22,913.53

Check 9610 Total: 25,608.53

24684 SOM-TRE State Of Mich- Dept Of Treasur 10/31/2008 October 2008 4,723.23

Check 24684 Total: 4,723.23

Report Total: 41,551.62

**First National
Direct Deposit
NOVEMBER 03, 2008
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$8,630.89	
Adam Van Tassel		\$508.55
Gary McCririe		\$1,741.75
H.J. Mortensen		\$975.77
Jean Ledford		\$886.34
Paulette Skolarus		\$3,080.19
Steve Wildman		\$633.60
Todd Smith		\$804.69
Total Deposit		<u><u>\$8,630.89</u></u>

Accounts Payable
Computer Check Register



User: SUE
Printed: 10/27/2008 - 16:22
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24685	Administ	Total Administrative Services	11/03/2008		100.00
Check 24685 Total:					100.00
9611	EFT-FED	EFT- Federal Payroll Tax	11/03/2008		2,080.73 755.15 755.15 176.61 176.61
Check 9611 Total:					3,944.25
9612	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/03/2008		193.33
Check 9612 Total:					193.33
9613	FIRST NA	First National Bank	11/03/2008		8,122.34
Check 9613 Total:					8,122.34
24686	USTREASU	United States Treasury	11/03/2008		309.45
Check 24686 Total:					309.45
Report Total:					12,669.37

+ 672.32 = 13,341.69

Accounts Payable
Computer Check Register



*Adam V
only*

User: sue
Printed: 10/27/2008 - 16:58
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9614	EFT-FED	EFT- Federal Payroll Tax	11/03/2008		44.31 40.30 40.30 9.43 9.43
Check 9614 Total:					143.77
24687	Equitabl	Equivest Unit Annuity Lock Box	11/03/2008		20.00
Check 24687 Total:					20.00
9615	FIRST NA	First National Bank	11/03/2008		458.55 50.00
Check 9615 Total:					508.55
Report Total:					672.32

3:22 PM
10/29/08

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
October 16 - 29, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/29/2008	1184	AT & T	10/13 thru 11/12/08	-499.77
Check	10/29/2008	1185	BRIGHTON ANALYTICAL LLC	lab costs	-897.00
Check	10/29/2008	1186	BROWN DRILLING COMPANY, INC.	Inv#14167 & 14187	-4,345.70
Check	10/29/2008	1187	EAST JORDAN IRON WORKS	INV#3094934	-2,670.20
Check	10/29/2008	1188	MASTER MEDIA SUPPLY	supplies-OP-Water Plant	-179.60
Check	10/29/2008	1189	MMRMA	08/09 Premium Allocation	-15,065.68
Check	10/29/2008	1190	MI DEQ	Inv#516530	-234.00
Check	10/29/2008	1191	NORTHWEST PIPE AND SUPPLY, INC.	Inv#97883	-26.22
Check	10/29/2008	1192	Pfeffer, Hanniford & Palka	07/28 thru 10/22/08	-1,600.00
Check	10/29/2008	1193	PVS Nolwood Chemicals, Inc	Chemicals/Sewer#269822/268363	-1,649.20
Check	10/29/2008	1194	UIS PROGRAMMABLE SERVICES		-2,087.77
Check	10/29/2008	1195	USA Bluebook	Inv#681373	-110.05
Check	10/29/2008	1196	TELECOM WIRING INC	Inv#2156	-34.00
Check	10/29/2008	1197	WASTE MANAGEMENT	Inv#3610739-1389-5	-96.30
Total					-29,495.49

3:24 PM
10/29/08

#592 OAK POINTE -
WATER/SEWER FUND
Capital Improvement
Payment of Bills
October 16 - 29, 2008

Type Date Num Name Memo Amount

No checks issued

3:35 PM
10/29/08

#595 PINE CREEK W/S FUND
Payment of Bills
October 16 - 29, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/29/2008	2031	Pfeffer, Hanniford & Palka	GEN4172	-600.00
Total					-600.00

3:36 PM
10/29/08

#503 DPW UTILITY FUND
Payment of Bills
October 16 - 29, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/16/2008	1130	Carol Hanus	Reimbursement for Internet/Toll Free	-119.98
Check	10/16/2008	1131	R&T UTILITIES	Setp/Oct 08 Meter Reads	-420.00
Check	10/16/2008	1132	TESHA HUMPHRISS	Reimbursement Mileage MWEA	-28.62
Check	10/24/2008	1133	FASTENAL COMPANY	INV# MIBRG47887	-27.24
Check	10/24/2008	1134	HOWELL TRUE VALUE HARDWARE	INV#034897	-38.95
Check	10/24/2008	1135	WIRING TELECOM SERVICES, INC	INV# 2158	-64.00
Check	10/29/2008	1136	GRUNDY ACE OF HOWELL	Misc. supplies	-31.05
Check	10/29/2008	1137	LOWE'S	Acct#9900 641641 8	-275.64
Check	10/29/2008	1138	Master Media	Misc. Office supplies	-101.85
Check	10/29/2008	1139	STANDARD ELECTRIC COMPANY	Inv#1747350-00	-172.42
Check	10/29/2008	1140	USABlueBook	Inv#688589	-765.58
Total					-2,045.33

3:38 PM
10/29/08

#504 DPW RESERVE FUND
Payment of bills
October 16 - 29, 2008

Type Date Num Name Memo Amount

No checks issued

3:34 PM
10/29/08

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
October 16 - 29, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/24/2008	1394	AT&T	10/7 thru 11/6/08	-311.73
Check	10/24/2008	1395	Brighton Analytical L.L.C.	CustomerID# GENOATWPHOWELL	-144.00
Check	10/24/2008	1396	Consumers Energy	Electric Service09/05-10/03/08	-242.50
Check	10/24/2008	1397	DTE Energy	Electric Service08/29 - 10/09/08	-3,552.39
Check	10/24/2008	1398	GENOA TWP UTILITY FUND	06/30 thru 09/30/08	-17.11
Check	10/24/2008	1399	MMRMA	08-09 Premium Allocation	-6,686.39
Check	10/24/2008	1400	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-684.60
Check	10/24/2008	1401	Telecom Services, Inc.	Inv#2157	-34.00
Check	10/24/2008	1402	Brighton Analytical L.L.C.	Analysis	-1,766.00
Check	10/28/2008	1402	Brighton Analytical L.L.C.	Inv#4355	-380.00
Check	10/28/2008	1403	DOUG COUP	INV#SD570002610	-825.00
Check	10/29/2008	1404	MICHIGAN CAT	Inv#9286	-1,200.00
Check	10/29/2008	1405	Pfeffer, Hanniford & Palka	Chemical Drums	-1,139.60
Check	10/29/2008	1406	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-1,139.60
Total					-16,983.32

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: November 17, 2008

TOWNSHIP GENERAL EXPENSES: Thru November 17, 2008	\$137,316.68
November 14, 2008 Monthly Payroll	\$37,786.11
OPERATING EXPENSES: Thru November 17, 2008	\$117,029.70
TOTAL:	<u>\$ 292,132.49</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24717	KRENCICK	Mary Krencicki	11/03/2008	54.50
24718	Administ	Total Administrative Services	11/14/2008	357.67
24719	Equitabl	Equivest Unit Annuity Lock Box	11/14/2008	620.00
24720	BIG APPL	BIG APPLE BAGEL	11/03/2008	53.91
24721	KRENCICK	Mary Krencicki	11/03/2008	51.21
24722	Adamski	Janet Adamski	11/04/2008	250.00
24723	assenma	Robert Assenmacher	11/04/2008	180.00
24724	ASSENMAC	Diane G. Assenmacher	11/04/2008	250.00
24725	BATTIATA	Nancy Battiata	11/04/2008	180.00
24726	BaughnD	Donald Baughn	11/04/2008	180.00
24727	BEACHD	Diana Beach	11/04/2008	180.00
24728	BEAUCHAM	Cyndi Beauchamp	11/04/2008	205.00
24729	Beesley	Shirley Beesley	11/04/2008	205.00
24730	Bennett	Vera Bennett	11/04/2008	180.00
24731	BillelCI	Clementine Billel	11/04/2008	180.00
24732	Binder	Donald Binder	11/04/2008	250.00
24733	BODALSKI	Mary Lynn Bodalski	11/04/2008	349.00
24734	BodalskR	Richard Bodalski	11/04/2008	250.00
24735	Bourdrea	Ida Mae Bourdreau	11/04/2008	180.00
24736	Brender	Karen Brender	11/04/2008	180.00
24737	Brenna	Deborah Brennan	11/04/2008	205.00
24738	BRENNAN	Ann Brennan	11/04/2008	250.00
24739	BURGNER	Mary Burgner	11/04/2008	205.00
24740	COLLINS	SHAWN COLLINS	11/04/2008	205.00
24741	CONRICH	Mary Conricode	11/04/2008	180.00
24742	COOLEY	Janet Ann COOLEY	11/04/2008	180.00
24743	DavisS	Shelagh Davis	11/04/2008	180.00
24744	Doucette	Louis Doucette	11/04/2008	180.00
24745	FLAMMERS	Erika H. Flammersfield	11/04/2008	180.00
24746	FRASHEC	Cheryl Frasheski	11/04/2008	180.00
24747	FRASHEK	Kenneth Frasheski	11/04/2008	180.00
24748	GATES	Adrienne GATES	11/04/2008	190.00
24749	Goodall	Diane Goodall	11/04/2008	250.00
24750	GUERR	Marie Guerriero	11/04/2008	205.00
24751	hipple	Joan Hipple	11/04/2008	180.00
24752	HODGEL	Lynette Hodge	11/04/2008	180.00
24753	HOGLE B	Betty Lu Hogle	11/04/2008	250.00
24754	HOGLE J	John M. Hogle	11/04/2008	180.00
24755	HolmesT	Thomas Holmes	11/04/2008	180.00
24756	HOWARDD	Danielle HOWARD	11/04/2008	225.00
24757	HYSEN	THEODORE HYSEN	11/04/2008	180.00
24758	Jackson	Esther Ann Jackson	11/04/2008	180.00
24759	JonesC	Constance Jones	11/04/2008	180.00
24760	Kolinsk	Miriam Kolinski	11/04/2008	180.00
24761	Kolinski	Tom Kolinski	11/04/2008	180.00
24762	Kyle	Jenna Kyle	11/04/2008	205.00
24763	LADUKEJ	Jack La Duke	11/04/2008	180.00
24764	LADUKJA	Janet La Duke	11/04/2008	180.00
24765	Lazzari	Mary Ann Lazzari	11/04/2008	368.00
24766	Lewis	Barbara Lewis	11/04/2008	180.00
24767	Lizak	Jean Lizak	11/04/2008	180.00
24768	LIZAKSTE	STEVE LIZAK	11/04/2008	180.00
24769	MahalakC	Carolyn Mahalak	11/04/2008	180.00
24771	Maher	Michelle M. MAHER	11/04/2008	180.00
24772	MateviaG	Gerald Matevia	11/04/2008	250.00
24773	MateviaJ	Joyce Matevia	11/04/2008	250.00
24774	Mcclure	Cecelia McClure	11/04/2008	258.00
24775	McFAR	Thomas McFarland	11/04/2008	205.00
24776	McGrath	Carol McGrath	11/04/2008	180.00
24777	MESSING	Arnold Messing	11/04/2008	180.00
24778	NelsonD	Donna Nelson	11/04/2008	250.00
24779	NELSONG	Glenn Nelson	11/04/2008	180.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24780	NEWTON P	Patricia Newton	11/04/2008	180.00
24781	NICHOLAS	DAENA NICHOLAS	11/04/2008	205.00
24782	Oglesbee	John Oglesbee	11/04/2008	250.00
24783	ORCZYK	Joseph Orczyk	11/04/2008	205.00
24784	Poppy	Kathryn Poppy	11/04/2008	180.00
24785	quarreils	Stacy QUARRELS	11/04/2008	180.00
24786	RIETSCH	Pamela E. Rietsch	11/04/2008	250.00
24787	ristoj	JONI L. RISTO	11/04/2008	180.00
24788	Ross	Judi A. Ross	11/04/2008	250.00
24789	Rossba	Barbara Ross	11/04/2008	250.00
24790	RUFFC	Connie Ruff	11/04/2008	180.00
24791	RUTKOWSK	Henrietta Rutkowski	11/04/2008	180.00
24792	RYNICKE	Antoinette Rynicke	11/04/2008	180.00
24793	SALYER E	Edith A. Salyer	11/04/2008	250.00
24794	Sapienza	Kristen Renee Sapienza	11/04/2008	250.00
24795	SapienzP	Paul Sapienza Jr.	11/04/2008	225.00
24796	Saunder	John Saunders	11/04/2008	180.00
24797	Schelosk	MARY SCHELOSKE	11/04/2008	180.00
24798	Sebastia	Paul Sebastian	11/04/2008	180.00
24799	SLOCUM	Jill Slocum	11/04/2008	180.00
24800	SPANGL P	Paul Spangler	11/04/2008	180.00
24801	STEELE	Bonnie Steele	11/04/2008	180.00
24802	SwihartE	Eva C. Swihart	11/04/2008	250.00
24803	SwihartW	William D. Swihart	11/04/2008	225.00
24804	Tank	Richard Tank	11/04/2008	180.00
24805	Vettrain	John Vettraino	11/04/2008	180.00
24806	WAGNERJ	Jennifer Wagner	11/04/2008	180.00
24807	Warner	Janine Yanick-Warner	11/04/2008	180.00
24808	WATSON V	Victor Watson	11/04/2008	225.00
24809	WENNERBE	Virginia WENNERBERG	11/04/2008	205.00
24810	WHITELAW	LISA WHITELAW	11/04/2008	180.00
24811	WilkinsC	Claudette Wilkinson	11/04/2008	180.00
24812	Witek	Karen Witek	11/04/2008	324.00
24813	Withorn	Margaret WITHORN	11/04/2008	180.00
24814	Yaksich	Moshoula Yaksich	11/04/2008	205.00
24815	GUS'S CA	Gus's Carryout	11/04/2008	450.00
24816	Adamski	Janet Adamski	11/05/2008	11.00
24817	BODALSKI	Mary Lynn Bodalski	11/05/2008	11.00
24818	Brender	Karen Brender	11/05/2008	25.00
24819	Brenna	Deborah Brennan	11/05/2008	11.00
24820	BRENNAN	Ann Brennan	11/05/2008	11.00
24821	GATES	Adrienne GATES	11/05/2008	11.00
24822	GREGHOWA	GREG HOWARD	11/05/2008	38.50
24823	HOWARD C	Cinthia Howard	11/05/2008	99.45
24824	HOWARDA	Charles Howard	11/05/2008	44.00
24825	Lazzari	Mary Ann Lazzari	11/05/2008	11.00
24826	MahalakK	Keith Mahalak	11/05/2008	159.00
24827	MateviaG	Gerald Matevia	11/05/2008	11.00
24828	Mcclure	Cecelia McClure	11/05/2008	44.00
24829	NICHOLAS	DAENA NICHOLAS	11/05/2008	11.00
24830	ORCZYK	Joseph Orczyk	11/05/2008	11.00
24831	RIETSCH	Pamela E. Rietsch	11/05/2008	11.00
24832	RUFFC	Connie Ruff	11/05/2008	77.00
24833	Sitnar	Susan Sitner	11/05/2008	19.01
24834	SKOLAR P	Paulette Skolarus	11/05/2008	38.03
24835	WATSON V	Victor Watson	11/05/2008	11.00
24836	WENNERBE	Virginia WENNERBERG	11/05/2008	11.00
24837	WHITELAW	LISA WHITELAW	11/05/2008	11.00
24838	LCDRAIN	Liv. County Drain Commissioner	11/10/2008	325.00
24839	ACCIDENT	Accident Fund Company	11/17/2008	1,684.00
24840	AMER IMA	American Imaging, Inc.	11/17/2008	248.19
24841	AmerAqua	American Aqua	11/17/2008	37.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24842	B S & A	B S & A Software, Inc.	11/17/2008	710.00
24843	BRESSER	Bresser's Information Service	11/17/2008	109.15
24844	COMM BIB	Community Bible Church	11/17/2008	150.00
24845	CONSUMER	Consumers Energy	11/17/2008	215.90
24846	CONTINEN	Continental Linen Service	11/17/2008	39.50
24847	COOPERST	Cooper's Turf Management LLC	11/17/2008	395.00
24848	CRAMPTON	Crampton Electric Co., Inc.	11/17/2008	293.43
24849	EHIM	EHIM, INC	11/17/2008	234.69
24850	ETNA SUP	Etna Supply Company	11/17/2008	17,331.89
24851	GENOADPW	Genoa Township DPW Fund	11/17/2008	10,755.00
24852	GORDONFO	Gordon's Food Services	11/17/2008	264.49
24853	LCRD	Livingston County Register of Deeds	11/17/2008	41.00
24854	LIVCP&A	LIVINGSTON CTY PRESS & ARGUS	11/17/2008	960.00
24855	MASTER M	Master Media Supply	11/17/2008	630.70
24856	MDEQNCOM	State of Michigan-MDEQ	11/17/2008	106.57
24857	OneSourc	ONESOURCE TELECOM	11/17/2008	530.00
24858	PEBBCRE	Pebble Creek Services	11/17/2008	385.00
24859	Perfect	Perfect Maintenance Cleaning	11/17/2008	923.00
24860	PFEFFER	Pfeffer, Hanniford, Palka	11/17/2008	5,900.00
24861	SEMCOG	Semcog	11/17/2008	3,070.00
24862	Tetra Te	Tetra Tech Inc	11/17/2008	1,745.89
24863	Waste M	Waste Management of Michigan	11/17/2008	50.00
24864	WASTE MA	Waste Management	11/17/2008	69,088.00

Report Total: 137,316.68

**First National
Direct Deposit
NOVEMBER 14, 2008
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,092.59
Amy Ruthig		\$940.06
Angela Williams		\$783.82
Barb Kries		\$961.57
Carol Hanus		\$1,176.68
Cinthia Howard		\$1,047.64
Dave Estrada		\$946.59
Deborah Rojewski		\$2,170.87
Genoa Township	\$26,264.79	
Greg Tatara		\$2,199.48
Judith Smith		\$1,121.24
Karen J. Saari		\$902.85
Kelly VanMarter		\$1,899.34
Laura Mrocza		\$1,219.09
Mary Krencicki		\$1,450.05
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$787.88
Tammy Lindberg		\$919.57
Tesha Humphriss		\$2,134.52
Total Deposit		\$26,264.79

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: angie

Printed: 11/03/2008 - 13:03

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24718	Administ	Total Administrative Services	11/14/2008		357.67
			Check 24718 Total:		357.67
9618	AETNA LI	Aetna Life Insurance & Annuity	11/14/2008		25.00
			Check 9618 Total:		25.00
9619	EFT-FED	EFT- Federal Payroll Tax	11/14/2008		4,310.73 2,240.53 2,240.53 523.98 523.98
			Check 9619 Total:		9,839.75
9620	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/14/2008		678.90
			Check 9620 Total:		678.90
24719	Equitabl	Equivest Unit Annuity Lock Box	11/14/2008		620.00
			Check 24719 Total:		620.00
9621	FIRST NA	First National Bank	11/14/2008		300.00 2,395.00 23,569.79

Check 9621 Total:

26,264.79

Report Total:

37,786.11

12:25 PM
11/12/08

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills

October 30 - November 12, 2008

Type	Date	Num	Name	Memo	Amount
Check	11/05/2008	1198	BRIGHTON ANALYTICAL LLC	lab costs	-268.00
Check	11/05/2008	1199	CONSUMERS ENERGY	Acct#100017767318 & 7650 98	-230.92
Check	11/05/2008	1200	DTE ENERGY	09-30-08 thru 10-29-08	-6,251.38
Check	11/05/2008	1201	STATE OF MI	Inv#518659	-1,003.10
Check	11/05/2008	1202	GENOA TWP UTILITY FUND	Engineering Inv#012 6/1 thru 9/30/08	-3,362.00
Check	11/05/2008	1203	GENOA TWP UTILITY FUND	Director's Inv#011 4/1 thru 9/30/08	-4,790.00
Check	11/05/2008	1204	GRAINGER	supplies Inv#9759423107	-41.15
Check	11/05/2008	1205	SEVERN TRENT ENVIRONMENTAL SERVICES,	Supplies	-47.17
Check	11/05/2008	1206	TETRA TECH, INC.		-1,756.24
Check	11/05/2008	1207	WASTE MANAGEMENT	Inv#3614179-1389-0	-96.18
Check	11/06/2008	1208	GENOA TWP -GENERAL FUND	MMRMA Reimbursement 08/09	-15,065.68
Check	11/10/2008	1209	HOWELLTRUE VALUE HARDWARE	Customer# 451339	-54.44
Check	11/10/2008	1210	POWER VAC OF MI., INC	Inv#458505	-1,240.00
Check	11/10/2008	1211	BRIGHTON ANALYTICAL LLC	Inv#1008-60491	-134.00
Check	11/10/2008	1212	PEBBLE CREEK SERVICES	Lawn Maintenance October 08	-965.00
Check	11/10/2008	1213	CLEARWATER SYSTEMS	5220 Glenway	-32.35
Check	11/10/2008	1214	SCHUTZ & CO., INC		-588.86
Check	11/10/2008	1215	DUBOIS COOPER ASSOCIATES INCORPORATI	Inv#00661543	-1,488.40
Check	11/10/2008	1216	K & J Electric, INC	Repairs WWTP & Water Plant	-713.00
Check	11/10/2008	1217	MICHIGAN CAT	Inv#SD570003052	-1,343.90
Check	11/10/2008	1218	SEVERN TRENT ENVIRONMENTAL SERVICES,	Maintenance November 08	-30,115.72
Check	11/10/2008	1219	DTE ENERGY	09-29 THRU 10-29-08	-249.61
Check	11/10/2008	1220	TETRA TECH, INC.	Inv#50206265	-198.00
Total					-70,035.10

12:26 PM
11/12/08

#592 OAK POINTE WATER/SEWER FUND

**Capital Improvement
Payment of Bills**

October 30 - November 12, 2008

Type	Date	Num	Name	Memo	Amount
Check	11/07/2008	1025	UIS PROGRAMMABLE SERVICES	Inv#530333230 & 53033317	-21,862.35
Total					-21,862.35

12:23 PM
11/12/08

#593 LAKE EDGEWOOD W/S FUND

Payment of Bills

October 30 - November 12, 2008

Type	Date	Num	Name	Memo	Amount
Check	11/06/2008	1407	Brighton Analytical L.L.C.	Analysis	-134.00
Check	11/06/2008	1408	Consumers Energy	Electric Service10/03 thru 10/31/08	-119.39
Check	11/06/2008	1409	DTE Energy	Electric Service 09/29/08 - 10/29/08	-572.68
Check	11/06/2008	1410	GENOA TWP-DPW FUND	Fees 4/1/ - 9/30/08	-2,248.00
Check	11/06/2008	1411	GENOA TOWNSHIP-ADMIN FEES	7/1/ thru 9/30/08	-1,047.90
Check	11/06/2008	1412	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#STES2038446	-22.73
Check	11/06/2008	1413	Tetra Tech MPS	Inv#50201263	-856.23
Check	11/06/2008	1414	GENOA TWP-GENERAL FUND	MMRMA Reimbursement 08/09 Allocation	-6,686.39
Check	11/10/2008	1415	SCHUTZ & CO., INC		-639.60
Check	11/10/2008	1416	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#STES2038859	-7,973.99
Check	11/10/2008	1417	DTE Energy	Electric Service09/30 - 10/29/08	-3,165.28
Check	11/10/2008	1418	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-964.60
Check	11/10/2008	1419	Brighton Analytical L.L.C.	Analysis	-67.00
Total					-24,497.79

12:28 PM
11/12/08

#503 DPW UTILITY FUND
Payment of Bills
October 30 - November 12, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	11/06/2008	1141	McDonald Modular Solutions	INV#RI120917	-375.00
Check	11/06/2008	1142	SEVERN TRENT ENVIRONMENTAL SERVICES	INV#STES 2038446	-222.42
Check	11/06/2008	1143	Greg Tatara	Ticket #42223	-37.04
Total					-634.46

12:29 PM
11/12/08

#504 DPW RESERVE FUND
Payment of Bills
October 30 - November 12, 2008

Type Date Num Name Memo Amount

No checks issued

12:21 PM
11/12/08

#595 PINE CREEK W/S FUND
Payment of Bills
October 30 - November 12, 2008

Date Num Name Memo Account Split Amount

No checks issued

GENOA CHARTER TOWNSHIP
Special Meeting of the Election Commission
October 20th, 2008
6:25 p.m.

MINUTES

Clerk Skolarus called the special meeting of the Election Commission to order at 6:25 p.m. at the Genoa Township Hall. The following members were present constituting a quorum for the transaction of business: Paulette Skolarus, Steve Wildman and Jean Ledford.

Moved by Ledford, supported by Wildman, to approve the agenda with the addition of item 3. The motion carried unanimously.

1. Consideration of officials scheduled to work the Nov. 4th, 2008 General Election.
A. Recommendation to the Township Board

Moved by Wildman, supported by Ledford, to recommend for approval the appointment of officials to work the Nov. 4th General Election. Note: All officials have been certified and salaries will be the same as previously approved. The motion carried unanimously.

2. Request to authorize Township Clerk Paulette Skolarus and Deputy Clerk Mary Krencicki to conduct the public accuracy test on Tuesday, October 21st, 2008 at 1:30 p.m. at the Genoa Charter Township Hall.
A. Recommendation to the Township Board

Moved by Ledford, supported by Wildman, to recommend to the township board that Skolarus and Krencicki conduct the public accuracy test as requested. The motion carried unanimously.

3. Consideration of a request to authorize the establishment of a receiving board for the Nov. 4, 2008 general election.

Moved by Ledford, supported by Wildman, to recommend to the Township Board that a receiving board be approved by the Township and that the receiving board will be made up of staff working in the clerk's office. The motion carried unanimously.

The special meeting of the Election Commission was adjourned at 6:29 p.m.

GENOA CHARTER TOWNSHIP
Regular Meeting and Public Hearing
October 20th, 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, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal, Township Attorney Rick Heikkinen and approximately eighteen persons in the audience.

A call to the public was made with the following response: Rocco Thomas – I have an empty house on Hughes Road and I received a water bill for \$85.00 when I have zero usage. McCririe - Your service is a flat fee and the bills are the same whether the residence is occupied or not.

Approval of Consent Agenda:

Moved by Mortensen, supported by Ledford, to approve all items listed under the consent agenda with the addition of approval of the receiving board. The motion carried unanimously.

1. Payment of Bills

2. Request to approve minutes: 10-6-08

3. Request from the Election Commission to approve workers scheduled to work the Nov. 4, 2008 general election.

4. Request to reaffirm the authorization of Skolarus and Krencicki to conduct the public accuracy test on Oct. 23, 2008.

5. Request to authorize the establishment of a receiving board for the Nov. 4, 2008 general election.

Approval of Regular Agenda:

Moved by Ledford, supported by Wildman, to approve for action all items listed under the regular agenda with Skolarus (as a board member) abstaining from discussion of Item 6, as she is a property owner affected by the proposed district. Skolarus advised the board that she would speak at the call to property owners and after Mr. Brewer addressed the board. The motion carried unanimously.

6. Public Hearing on the Challis Ct. Road Improvement Project.

A call to property owners and the public was made with the following response: Dennis Brewer (Attorney for Wade Bray) – Brewer reiterated the comments included in his correspondence of 10/16/2008, primarily asking that the district be spread in a different manner. Mr. Bray does not object to the necessity of the project he objects to the way the assessment is spread. The private drive east of the end of the cul-de-sac was not part of the original SAD. Mr. Bray wants this assessment to be spread the same way as the original. He is actually asking to pay more money. Mr. Bray has objected in the past to how the association is structured but he has always been willing to pay his fair share.

Wildman - Is Mr. Bray paying Mr. Brewer to represent him in order to pay more?

Brewer - One could perceive his request in that manner.

Mortensen - This is a Township service that we provide to our residents and I have no interest in having the Township involved in a \$2,400 neighborhood dispute.

McCririe asked Mr. Heikkinen if an active association is required.

Heikkinen – The need for an association is a Board rule. The nature of what is an acceptable association is at the discretion of the Board.

McCririe - The proposed spread with Bray paying more is a means to establish ownership or limit access easement rights.

Skolarus – I have been Clerk of Genoa for 22 years and never has the township received an objection to a petition for the establishment of a special assessment district where the person objecting is asking to pay more. This action is nothing more than a smokescreen. The Brays are trying to preclude the Flaszas reasonable enjoyment of their property. Mr. Bray is not objecting to the project he is objecting to the amount and the distribution of that cost. The project should move forward. The Brays have not been good neighbors and have used surveillance techniques to spy on their neighbors. They have had knowledge of what transpired in meetings they did not attend.

As you are aware, Act 188 allows for the creation of a Special Assessment District on a benefit basis. This Act distributes the cost to all homeowners equally. In the case of Challis Ct., it has been determined to be \$300.00 for each parcel. The Brays are objecting to the distribution of cost within the district and want their assessment increased from \$300.00 (\$900.00 for three parcels) to \$970.00. The reason that they are taking this stance is because they are claiming that the Challis Ct. Private Road in front of the neighboring property (Flasza) is actually their private drive. Our Zoning Ordinance requires 150 foot of frontage for the creation of any home site within our zoning district. The Brays sold this parcel to Ann and Ton Flaszka when they split the one acre parcel from their original ten acres.

I spoke with both Jim Kiefer and Rick Heikkinen concerning the request from the Bray's attorney for adjournment. Kiefer advised me to call their attorney and advise him that the public hearing could not be adjourned and that a representative of their law firm should be present at this evenings meeting to represent their client. I phoned that office on Friday and advised their firm accordingly.

I spoke with Heikkinen this morning and he advised me that the board should go forward with this project since four out of the five homeowners were in favor of the road maintenance agreement and that we should not change the assessments as the petitions were clear on the distribution of cost.

There are five mail boxes on Challis Ct. – all with Challis Ct addresses. Challis Ct. does not end at the cul-de-sac. 150 foot of frontage is required under the Zoning Ordinance and each parcel has 150 foot of frontage. The Brays refuse to allow the Flaszas to enjoy their property

right and tell anyone walking on Challis Ct. (in front of the Flasz home) to remove themselves from their private property.

We do have a homeowners association but not one that is approved by the state. The association primarily pays for snow removal. Wade Bray supported this winter maintenance for the first seven years – until he married Marilyn. Our road is in desperate need of crack seal and seal coating and we are at the end of the season where this work can be performed.

Our board recently approved a special assessment district for the private road Homestead Drive and this request is no different. We rarely get petitions from more than 65% of the homeowners within a district. Why should the objection of one homeowner matter in this case? The Brays were invited to attend a meeting to discuss this project and they did not respond. Marilyn Bray has made it known that she is aware of private conversation within our homes and this is disturbing to our neighborhood considering Wade Bray's occupation.

I am asking your approval of this district on a benefit basis as petitioned by the residents of Challis Ct.

Mike Doyle presented a signature page from a declaration of restrictive covenants that was signed by the Bray's. *The packet of information provided by Mr. Brewer included an unsigned page.*

Brewer - No eavesdropping is occurring.

Charles Hartinger - The majority of affected property owners are in support of this project, therefore Mr. Bray's proposal is irrelevant.

Heikkinen - The Board may levy the assessment as proposed.

McCrie closed the call to the public.

7. Request for approval of Resolution No. 4(Confirming the Special Assessment Roll) for the Challis Ct. Road Improvement Project.

Moved by Smith, supported by Wildman, to approve Resolution No. 4 as submitted. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Wildman and McCrie. Nays – Hunt and Mortensen. Abstain – Skolarus.

8. Discussion regarding riparian access for tax parcel #'s: 11-11-304-010 and 11-11-304-011 (Hughes Road and Lake Chemung).

Lisa Grassi addressed the board concerning a request for a non-exclusive easement for two lots as identified above.

Note: A single easement was granted to the Grassis on Jan 7, 2008 for the docking of one boat on Lake Chemung with the second parcel being allowed recreational use without boat access. Letters of objection, dated August 1, 2008 (Judy Tolles) and July 29, 2008 (Cary, Ortwine, Tolles, Christensen, Thomas and Brown), were received by the township objecting to the board action of Jan 7, 2008. Daniel and Lisa Grassi, at the board's request, provided a

chronological evaluation with documents related to the purchase of their property. That information was then reviewed by Township Attorney Rick Heikkinen and a formal response to that review was provided by Heikkinen in his correspondence dated Sept. 15, 2008.

Lisa Grassi – We would have paid our fair share in the lawsuit obtaining access to the lake, but we were never advised of that lawsuit. We are still willing to pay our portion of that cost and are asking no more than what has been given to the other homeowners.

Cary – The original easement agreement was for six slips. We rejected that agreement because I own two lots and if I sold one lot I wanted riparian rights for the vacant lot. I am asking the township to honor their original easement agreement and not grant addition rights to anyone else. We had a prescribed easement with regard to this property.

McCrie – The Grassis offered to reimburse you for expenses related to the lawsuit and I feel that they were not provided all the information necessary with regard to their purchase.

Thomas – This problem all started when Mr. O’Keefe served papers to all property owners. To preserve our interest we banded together and spent good money to preserve our interest.

Tolles – I never met the Grassis but it is clear to me that this lady has been harmed by the sellers, their agent and the title company. Recourse should be sought with the title company.

Heikkinen – The Township owns the property and may grant easement across the property provided that it doesn’t interfere with the rights of the people already there.

Wildman – To make this clear for the record, you have docking rights; your lots are not riparian.

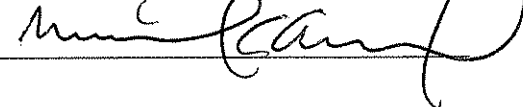
Mortensen – We have not as yet executed any easement and the Grassis don’t have a legal right to an easement. My preference is to vote no and turn this matter over to the courts.

Skolarus – On Jan. 7, 2008 this board granted a non-exclusive easement for lot 2 on Long Lake Shores Subdivision. I believe we should reaffirm that agreement and not go back on our commitment to the Grassis. Smith agreed.

Moved by Smith, supported by Skolarus, to reaffirm our commitment of Jan. 7, 2008 conditioned upon a pro-rata of the legal fees (\$24,000.00) incurred by other residents of Long Lake Shores Subdivision be paid by the Grassis (as volunteered by Lisa Grassi) to the other homeowners involved in the lawsuit and that the language be clarified and amended on the existing easement agreement. The motion carried as follows: Ayes – Hunt, Smith, Wildman, Skolarus and McCrie. Nays – Mortensen and Ledford. Abstain – None.


The regular meeting of the Genoa Charter Township Board was adjourned at 8:15 p.m.

Paulette A. Skolarus, Genoa Township Clerk 

Michael Archinal, Recording Secretary for Petition No. 6 
(press/argus 10/24/08)

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 11/13/08

RE: Item #3
Snow Removal Bids

The Township Utility Director has secured bids for snow removal at various locations. The bids highlighted in teal represent the lowest quote for each location. (Please disregard the G-O Sewer Plant and MHOG Water Plant). Cooper Turf is the low bidder for the Lake Edgewood Wastewater Plant and the aggregate of the other Township locations. The Township Hall, fire substations and trails were bid as a package to improve coordination and efficiency during a snow event. Please consider the following action:

Moved by _____, supported by _____, to award a snow removal contract for the Oak Pointe water and wastewater plants to Evergreen Outdoors and to Cooper Turf for the other listed locations.

2008 Snow Plowing
Master Bid List

Site	Address	Time Due	Snow Depth	Evergreen Outdoor, Inc.			Cooper Turf, Inc.			MPA Trucking		
				Plow Cost	Salt Cost	Total	Plow Cost	Salt Cost	Total	Plow Cost	Salt Cost	Total
Genoa - Ocoola												
G-O Wastewater Treatment Plant	900 Chilson Road	7:00 AM	1-inch or less salt, 2-inches or greater plow	\$160	\$75	\$235	\$75	\$45	\$120	\$168	\$175	\$343
MHOG												
Water Treatment Plant	4288 Norton Road	8:00 AM	1-inch or less salt, 2-inches or greater plow	\$140	\$75	\$215	\$75	\$45	\$120	\$167	\$173	\$340
MHOG Well Houses	Adjacent to Plant	11:00 AM	1-inch or less salt, 2-inches or greater plow	\$60	NA	\$60	\$40	\$30	\$70	\$72	NA	\$72
Marion 1 & 2 Towers	3300 Sanitorium Road	12:00 PM	2-inches or greater plow	\$45	NA	\$45	\$50	NA	\$50	\$92	NA	\$92
Ocoola Tower	1139 Eager Road	11:00 AM	1-inch or less salt, 2-inches or greater plow	\$30	NA	\$30	\$35	\$20	\$55	\$55	NA	\$55
Genoa Tower	3750 Cleary Drive	11:00 AM	1-inch or less salt, 2-inches or greater plow	\$35	\$50	\$85	\$35	\$20	\$55	\$57	N/A	\$57
Trans West Well House	3650 Austin Court	11:00 AM	2-inches or greater plow	\$30	NA	\$30	\$35	NA	\$35	\$45	NA	\$45
Industrial Drive Booster	2152 Industrial Drive	11:00 AM	2-inches or greater plow	\$30	NA	\$30	\$40	NA	\$40	\$45	NA	\$45
Total Per Event				\$370	\$125	\$495	\$310	\$115	\$425	\$533	\$173	\$706
Oak Pointe Water and Wastewater												
Oak Pointe Wastewater Plant	4975 Brighton Road	8:00 AM	1-inch or less salt, 2-inches or greater plow	\$45	\$75	\$120	\$70	\$50	\$120	\$125	\$138	\$263
Oak Pointe Water Plant	5025 Club Drive	9:00 AM	1-inch or less salt, 2-inches or greater plow	\$20	\$40	\$60	\$35	\$30	\$65	\$35	\$40	\$75
Total Per Event				\$65	\$115	\$180	\$105	\$80	\$185	\$160	\$178	\$338
Lake Edgewood Wastewater												
Lake Edgewood Wastewater Plant	7871 Bendix Road	9:00 AM	2-inches or greater plow	\$50	NA	\$50	\$40	NA	\$40	Did Not Bid	NA	\$0
Genoa Township												
Genoa Township Hall (Lower and Back Parking, Sidewalks)	2911 Dorr Road	8:30 AM	1-inch or less salt, 2-inches or greater plow	\$175	\$160	\$335	\$150	\$150	\$300	\$148	\$285	\$433
Walking Trail Around Township Hall	2911 Dorr Road	Within 24 hours of snowfall	2-inches or greater plow	\$100	NA	\$100	\$150(add 50 if 8+')	NA	\$150	\$95	NA	\$95
Bauer Brighton Road Sidewalk	No Address	Within 24 hours of snowfall	2-inches or greater plow	\$225	NA	\$225	\$150(add 50 if 8+')	NA	\$150	\$125	NA	\$125
Chilson Fire Station (no sidewalks)	1315 Chilson Road	7:00 AM	1-inch or less salt, 2-inches or greater plow	\$65	\$135	\$200	\$75	\$90	\$165	\$118	\$165	\$283
Dorr Road Fire Station (no sidewalks)	2218 Dorr Road	7:00 AM	1-inch or less salt, 2-inches or greater plow	\$70	\$135	\$205	\$75	\$90	\$165	\$142	\$230	\$372
Total Per Event				\$635	\$430	\$1,065	\$600	\$330	\$930	\$628	\$680	\$1,308

Stipulations

Evergreen Outdoor, Inc.

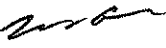
Additional salt at locations where normally we will only be salting entrance and curves can be applied at the rate of \$220/ ton. Salt Surcharge may apply if wholesale cost of salt goes above budgeted amount.

MPA Trucking

Salt price @ \$170.00 per ton + \$75.00 per hour application fee.

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 11/13/08

RE: Item #4
Board Re-appointments

Please consider the following action:

Moved by _____, supported by _____, to approve Board reappointments for all terms expiring 11/20/08.

Genoa Township Officials
Amended 09/02/2008

<u>PLANNING COMMISSION</u> – 3-year term	<u>Terms</u>
Dean Tengel	06/30/11
Barbara Figurski	06/30/09
Diana Lowe	06/30/11
Chris Grajek	06/30/10
Jim Mortensen	11/20/08
Doug Brown	06/30/09
Lauren Brookins	06/30/10
<u>ZONING BOARD OF APPEALS</u> - 3-year term	
Barbara Figurski	06/30/09
Kevin Brady	06/30/09
Joseph Perri	06/30/10
Michael Howell	06/30/11
Steve Wildman	11/20/08
<u>BOARD OF REVIEW</u> - 2-year term	
Robert Lupi	12/31/08
Ron Matkin	12/31/08
John Kirsch	12/31/08
<u>SELCRA</u>	
Jean Ledford	11/20/08
<u>SEMCOG</u>	
Jean Ledford	11/20/08
Paulette A. Skolarus	11/20/08
<u>GENOA/OCEOLA SEWER AND WATER AUTHORITY</u>	
Robin Hunt	11/20/08
Gary McCririe	11/20/08
<u>HOWELL PARKS AND RECREATION</u>	
Todd Smith	11/20/08
<u>MHOG (Marion, Howell, Oceola and Genoa)</u>	
Robin Hunt	11/20/08
Gary McCririe	11/20/08
<u>GREENWAYS</u>	
Paulette Skolarus	11/20/08

FOIA COORDINATOR

Michael Archinal

11/20/08

Brighton Fire Authority Board

Gary McCririe

11/20/08

Jim Mortensen

11/20/08

Huron River-Watershed Council

Kelly VanMarter

11/20/08

Paul Edwards (alternate)

11/20/08

Brownfield Development

John Kirsch (1-year)

11/20/08

Jean Ledford (2-year)

11/20/08

Todd Smith (2-year)

11/20/08

James Mortensen (2-year)

11/20/08

Steve Wildman (2-year)

11/20/08

Paulette A. Skolarus (3-year)

11/20/09

Robin Lynn Hunt (3-year)

11/20/09

Gary McCririe (3-year)

11/20/09

Election Commission

Steve Wildman

11/20/08

Jean Ledford

11/20/08

(Policy-officials-terms)

Memo

To: Genoa Township Board
From: Robin
Date: 11/14/2008
Re: Security Agreement

Please consider for approval the attached Security Agreement with First National Bank. The Township Attorney, Rick Heikkinen, as well as the Township CPA, Ken Palka, are reviewing this agreement.

First National Bank is offering this agreement in response to concerns voiced by the Township regarding the safety of Township funds.

If you should have any questions please feel free to contact me, Thank you.



SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") dated as of December 1, 2008 (the "Effective Date"), by and between First National Bank in Howell (the "Grantor") and Genoa Township, a Michigan Municipality (together with its successors and assigns, the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party and Grantor are parties to a certain Account Agreements, copies of which are attached as Exhibit A (as amended, restated, supplemented or otherwise modified from time to time, and collectively, and individually, referred to as the "Account Agreement") whereby Secured Party has deposited with Grantor certain public moneys; and

WHEREAS, the Grantor has agreed that its obligations under the Account Agreement, in excess of the amount insured by the Federal Deposit Insurance Corporation ("FDIC"), shall be secured by the security interests contemplated by this Agreement in favor of the Secured Party

NOW, THEREFORE, in order to induce the Secured Party to enter into the transactions contemplated by the Account Agreement, the Grantor and the Secured Party hereby covenant and agree as follows:

Section 1. Definitions. All terms defined in this Agreement in the singular form shall have the same meanings when used in the plural and vice versa. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto. In addition, as used herein:

"Business Day" shall mean a day other than a Saturday, a Sunday, an official holiday in Detroit, Michigan or any other day on which banks in Detroit, Michigan are generally closed for business to the public.

"Collateral Value" has the meaning specified in Section 4.01 of this Agreement.

"Deposit Balance" shall mean Secured Party's balance of deposits with Grantor, determined in accordance with the attached Exhibit B.

"Event of Default" has the meaning specified in Section 4.07 of this Agreement.

"Minimum Account Balances" shall mean the deposits of Secured Party with Grantor of not less than Two Hundred Fifty Thousand Dollars (\$250,000), in at least one (1) non-interest bearing checking account, as set forth in the referenced Account Agreements, copies of which are attached in Exhibit A.

"Minimum Collateral Value" has the meaning specified in Section 4.01 of this Agreement.

"Obligations" shall mean, collectively, all obligations of every kind and character now or hereafter existing (whether matured or unmatured, contingent or liquidated) of the Grantor under the Account Agreement.

"Permitted Investments" has the meaning specified in Section 4.02 of this Agreement.

"Pledge Agreement" means the Pledgor/Pledgee Authorization of even date herewith among the Grantor, the Secured Party and the Securities Intermediary, as amended or otherwise modified from time to time in accordance with the terms thereof.

"Pledged Collateral" has the meaning specified in Section 2 of this Agreement.

"Proceeds" has the meaning specified in Section 9-102 or as renumbered or amended from time to time of the UCC as in effect on the date hereof.

"Securities Account" has the meaning specified in Section 2 of this Agreement.

"Securities Intermediary" shall mean Fifth Third Bank and any successor thereto.

"Term" shall mean the twelve (12) consecutive month period commencing on the Effective Date.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan.

Section 2. Pledged Collateral. Conditioned upon Secured Party establishing and maintaining the Minimum Account Balances (defined above), and for the purpose of securing the repayment of the uninsured funds deposited by Secured Party with Grantor and during the term of this Agreement, the Grantor hereby grants to the Secured Party a security interest in and lien upon all of the rights, title and interest, whether now existing or hereafter acquired or arising, in, to and under the following (collectively, the "Pledged Collateral"):

(a) the securities listed in attached Attachment I held in account number 510058122327 maintained with the Securities Intermediary (such account, including without limitation any sub-accounts thereof and any successor account thereto, the "Securities Account");

(b) all cash, securities, dividends and credit balances from time to time deposited in or credited to the Securities Account and identified in updates to Attachment I; and

(c) all payments, Proceeds, remedies and other rights in respect of the foregoing.

Section 3. Representations and Warranties. The Grantor represents and warrants to the Secured Party as follows:

(a) This Agreement is the legal, valid and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms, except to the extent enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(b) The execution, delivery and performance by the Grantor of this Agreement do not contravene any law or contractual restriction binding or affecting the Grantor.

(c) Except as otherwise contemplated hereby, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Grantor of this Agreement or for the consummation of the transactions contemplated hereby.

(d) The Grantor is the sole beneficial owner of the Pledged Collateral, and the Pledge Collateral is free and clear of any liens, encumbrances, security interests or other charges or rights of third parties whatsoever. None of the Pledged Collateral is in the possession of any person (other than the Grantor) asserting any claim thereto or security interest therein that is not permitted hereunder, except that the Secured Party or its designee or the Securities Intermediary may have possession of Pledged Collateral as contemplated hereby.

(e) The Grantor shall not in any event change its principal place of business or its jurisdiction of organization if such change would cause the security interest in such Pledged Collateral to lapse or cease to be perfected unless prior to taking such action it shall have taken such actions as may be necessary to prevent such lapse in perfection or failure to be perfected.

Section 4. Maintenance of Pledged Collateral.

4.01 Addition of Pledged Collateral; Withdrawal of Pledged Collateral.

(a) Addition of Pledged Collateral. The market value of the Pledged Collateral maintained in the Securities Account (the "Collateral Value"), will be provided to Secured Party by Grantor monthly. The market value shall be obtained from a securities pricing service, a primary dealer in securities, or a publication recognized as a reliable source of securities valuation. The Grantor hereby covenants and agrees that the Collateral Value shall at all times be equal to or greater than Secured Party's Deposit Balance, including accrued interest, that is in excess of the prevailing FDIC-insured limit on deposit accounts (the "Minimum Collateral Value"), and to update Attachment I with additions to and subtractions therefrom. Grantor shall have the right to withdraw and add securities from and to the Securities Account, provided that the Collateral Value equals or exceeds the Minimum Collateral Value and such changes are made to Attachment I. In the event that the Grantor receives notice or obtains knowledge that the Collateral Value is less than the Minimum Collateral Value, the Grantor shall, within one Business Day, deposit to the Securities Account cash or Permitted Investments such that, immediately after such delivery, the Collateral Value of the Pledged Collateral is not less than the Minimum Collateral Value and identify any changes to Attachment I.

(b) Use of Pledged Collateral. If on any date on which the Grantor is required to make a payment in respect of the Obligations any portion of such payment is not made in whole or in part, the Secured Party may, in its discretion, sell, redeem or liquidate all or any portion of the Pledged Collateral and cause the proceeds of such sale, redemption or liquidation, net of expenses incident thereto, to be applied to make such payment.

(c) Withdrawal of Excess Pledged Collateral. If the Collateral Value exceeds the Minimum Collateral Value (such excess being "Excess Pledged Collateral"), the Grantor may direct the Securities Intermediary to withdraw any Pledged Collateral from the Securities Account in an amount sufficient to reduce the Collateral Value to an amount not less than the Minimum Collateral Value and identify any changes to Attachment I. Subject to the confirmation by the Secured Party of the amount of such Excess Pledged Collateral, the Securities Intermediary shall make such withdrawal in accordance with the written instructions of the Grantor. The Pledged Collateral to be withdrawn shall be selected by Grantor.

4.02 Permitted Investments. All funds on deposit in the Securities Account may be invested in such Permitted Investments as shall be specified by the Grantor in writing to the Secured Party from time to time; provided, that if the Grantor shall fail to specify such Permitted Investments in a timely manner or if an Event of Default has occurred, the Secured Party may (but shall have no obligation to) specify Permitted Investments. All such investments shall be redeemable upon demand or shall mature within 30 days of the date such investment is made. The Secured Party shall not be liable for any loss incurred in connection with any investment in the Securities Account. All interest and other income earned in respect of the investments held in or credited to the Securities Account shall be credited to the Securities Account.

4.03 For purposes of this Agreement, "Permitted Investments" means (a) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof; (b) time deposits and certificates of deposit having maturities of no more than 90 days from the date of acquisition, maintained with or issued by any commercial bank having a short-term rating not less than "A-1" or the equivalent thereof from Standard & Poor's Ratings Services ("S&P"), "P-1" or the equivalent thereof from Moody's Investors Service ("Moody's") and, if rated by Fitch, Inc. ("Fitch"), not less than "F1" or the equivalent thereof from Fitch; (c) repurchase

obligations for underlying securities of the types described in clause (a); (d) commercial paper maturing within 270 days after the date of acquisition and having a rating of not less than "A-1" or the equivalent thereof from S&P, "P-1" or the equivalent thereof from Moody's and, if rated by Fitch, not less than "F1" or the equivalent thereof from Fitch and (e) freely redeemable shares in money market funds rated in the highest applicable rating category by Moody's, S&P and (if rated by Fitch) by Fitch, and (f) securities or obligations of any state of the United States or any political subdivision of such state that are rated as investment grade by not less than one standard rating service.

4.04 Other Financing Statements and Liens. Without the prior written consent of the Secured Party, the Grantor shall not pledge, assign or otherwise encumber the Pledged Collateral, sell the Pledged Collateral, or grant any option (except as otherwise provided herein) in the Pledged Collateral nor file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Pledged Collateral in which the Secured Party is not named as the sole secured party.

4.05 Preservation of Rights. The Secured Party shall not be required to take steps necessary to preserve any rights against prior parties to any of the Pledged Collateral. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Pledged Collateral in its possession, under Article 9 of the UCC or otherwise, shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account. Neither the Secured Party, nor any of its officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Pledged Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledged Collateral upon the request of the Grantor or otherwise.

4.06 Special Provisions Relating to the Pledged Collateral.

(a) The Grantor will indemnify the Secured Party, and save the Secured Party harmless, from any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Pledged Collateral, (ii) with respect to, or resulting from, any delay in paying any and all filing, registration and recording fees and refiling, re-registration and re-recording

fees, and all expenses incident to the execution and acknowledgment of this Agreement, any agreements supplemental hereto and any instrument of further assurance, and any and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto, any security filing referred to above and any instruments of further assurance, (iii) with respect to, or resulting from, any delay in complying with any law or governmental approval applicable to any of the Pledged Collateral or (iv) arising out of or in connection with any of the transactions contemplated by this Agreement. In any suit, proceeding or action brought by the Secured Party under any Pledged Collateral for any sum owing thereunder, or to enforce any provisions of any Pledged Collateral, the Grantor will save, indemnify and keep the Secured Party harmless from and against all expenses, losses or damages suffered by reason of any defense, set off, counterclaim, recoupment or reduction of liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Grantor.

(b) The Grantor will do nothing to impair the rights of the Secured Party in the Pledged Collateral. The Grantor assumes all liability and responsibility in connection with the Pledged Collateral acquired by it and the liability of the Grantor to pay its Obligations shall in no way be affected or diminished by reason of the fact that such Pledged Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to the Grantor.

4.07 Events of Default. Any one of the following shall be an "Event of Default" hereunder:

(a) the Grantor shall fail to pay when due any amount payable by it under the Account Agreement, whether at stated maturity, by acceleration or otherwise;

(b) the Grantor shall fail to make when due any addition required to be made by it pursuant to Section 4.01;

(c) the Grantor shall fail to observe or perform any of the other covenants contained in this Agreement, which failure continues uncured for a period of 10 days after the date on which the Secured Party sends notice to Grantor;

(d) a case or other proceeding shall be commenced in any court without the application or consent of the Grantor, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up or composition or readjustment of debts of the Grantor, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for the Grantor or any substantial part of their assets, or any similar action with respect to the Grantor under any law (foreign or domestic) relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts and such case or proceeding shall continue undismissed or unstayed and in effect for a period of 30 days; or an order for relief with respect to the Grantor shall be entered in an involuntary case under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect of any jurisdiction; or

(e) the Grantor commences a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect of any jurisdiction or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for, the Grantor or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to, pay its debts generally as they become due.

4.08 Remedies, Etc. At any time an Event of Default has occurred and is continuing:

(a) the Secured Party shall have all of the rights and remedies with respect to the Pledged Collateral of a secured party under the UCC and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Collateral as if the Secured Party were the sole and absolute owner thereof (and the Grantor agrees to take all such action as may be appropriate to give effect to such right);

(b) the Secured Party in its discretion may, in its name or in the name of the Grantor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Collateral, but shall be under no obligation to do so; and

(c) the Secured Party shall have the right to sell, redeem or otherwise liquidate all or any portion the Pledged Collateral in its sole discretion, it being expressly understood and agreed that the Pledged Collateral is of a type customarily sold in a recognized market and that no prior notice of any such sale, redemption or other liquidation is required.

Instead of exercising the power of sale, redemption or liquidation provided in the preceding clauses of this Section 4.08, the Secured Party may proceed by a suit or suits at law or in equity to foreclose the security interest under this Agreement and sell the Pledged Collateral or any portion thereof under judgment or decree of a court or courts of competent jurisdiction.

The Secured Party as attorney-in-fact pursuant to Section 4.11 hereof may, in the name and stead of the Grantor, make and execute all conveyances, assignments and transfers of the Pledged Collateral sold pursuant to this Section 4.08, and the Grantor hereby ratifies and confirms all that the Secured Party, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, the Grantor shall, if so requested by the Secured Party, ratify and confirm any sale or sales by executing and delivering to the Secured Party, or to such purchaser or purchasers, all such instruments as may, in the judgment of the Secured Party, be advisable for the purpose.

The rights and powers of the Secured Party contained in the preceding clauses of this Section 4.08 shall be in addition to, and not a limitation upon, any rights and powers of the Secured Party given by law, the UCC (whether or not the UCC applies to the affected Pledged Collateral) and under the Uniform Commercial Code as from time to time in effect in the state in which the Pledged Collateral is located, and shall be enforceable to the maximum extent then permitted at law or in equity.

4.09 Deficiency. If the Proceeds of sale, collection or other realization of or upon the Pledged Collateral pursuant to Section 4.08 hereof are insufficient to cover the reasonable costs and expenses of such realization and the payment in full of the Obligations, the Grantor shall remain liable for any deficiency.

4.10 Application of Proceeds. Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Pledged Collateral pursuant hereto, and any other cash at the time held by the Secured Party under Section 2 hereof or this Section 4, may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any

time thereafter applied in whole or in part by the Secured Party against, all or any part of the Obligations in such order as the Secured Party shall elect.

4.11 Attorney-in-Fact. The Grantor irrevocably appoints any officer of the Secured Party with full power of substitution as the attorney-in-fact of the Grantor, effective on the date hereof and terminating upon the payment in full of the Obligations and the termination of this Agreement, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments that such attorney-in-fact may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Grantor hereby gives the Secured Party the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do the following:

(a) upon the occurrence and during the continuance of any Event of Default, to pay or discharge taxes and liens levied or placed on or threatened against the Pledged Collateral; and

(b) upon the occurrence and during the continuance of any Event of Default, (A) to direct any notices and other documents in connection with any of the Pledged Collateral; (B) to deliver a notice of exclusive control to the Securities Intermediary as contemplated by the Pledgor/Pledgee Authorization and otherwise assume exclusive dominion and control over the Securities Account; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Pledged Collateral or any party thereof and to enforce any other right in respect of any Pledged Collateral; (D) to defend any suit, action or proceeding brought against the Grantor with respect to any Pledged Collateral; (E) to settle, compromise or adjust any suit, action or proceeding described in clause (D) above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; (F) to assign, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Pledged Collateral for all purposes, and to do, at the Secured Party's option and the Grantor's expense, at any time, or from time to time, all acts and things that the Secured Party reasonably deems necessary to protect, preserve or realize upon the Pledged Collateral and the Secured Party's liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

The powers conferred on the Secured Party under the preceding clause of this Section 4.11 are solely to protect the Secured Party's interests in the Pledged Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, employees, affiliates or agents shall be responsible to the Grantor for any act or failure to act hereunder, except solely for their direct own gross negligence or willful misconduct, and the Secured Party hereby specifically disclaims any liability for negligence.

4.12 Maintenance of Account Control Agreement. The Grantor shall cause the Securities Account to be subject at all times to the Pledgor/Pledgee Authorization.

4.15 Further Assurances. The Grantor hereby covenants and agrees that it shall, at its sole expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Secured Party may request in order to (i) perfect and protect the security interest created hereby, (ii) enable the Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral or (iii) otherwise effect the purposes of this Agreement, including, without limitation, the execution and delivery of such UCC-1 financing statements as the Secured Party may request. The Grantor hereby authorizes the Secured Party to file one or more financing statements under the Uniform Commercial Code of any applicable jurisdiction naming Grantor as debtor and the Secured Party as secured party and indicating therein the types or describing the items of Collateral, without the signature of the Grantor. The Grantor will pay any applicable filing fees and related expenses. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

4.17 FDIC Insurance Coverage. The Pledge of securities by Grantor to secure the deposits of the Secured Party shall be in addition to, and shall in no way eliminate or diminish the insurance coverage to which Secured Party may be entitled under the rules and regulations of the FDIC or any private insurance carried by Grantor for purposes of protecting the claims and rights of its depositors.

4.18 Termination of Account Agreement and this Agreement. The parties agree that upon the earlier of (a) the expiration of the Term of this Agreement, (b) termination of the Account

Agreement, (c) the failure of Secured Party to maintain the Minimum Account Balances or at such time that Grantor has paid and accounted for all of the funds of Secured Party that were deposited with Grantor, or (d) the Secured Party's notice to Grantor, as provided in this Section 4.18, that it wishes to cause an early termination of this Agreement, then and in that event any and all securities pledged as collateral under this Agreement shall be released from the security interest created hereby, and the Secured Party and Grantor shall take whatever actions that may be necessary to cause a transfer of such securities to the Grantor free and clear of any liens created hereunder or a full and complete release of the Pledged Collateral. Notwithstanding anything in this Agreement to the contrary Secured Party may, upon thirty (30) days' prior notice to Grantor, elect to terminate this Agreement at any time, for any or no reason, upon which event Grantor shall have the right to terminate and close all accounts maintained under the Account Agreements without premium or penalty.

Section 5. Miscellaneous.

5.01 No Waiver; Cumulative Remedies. The Secured Party shall not by an act (except by a written instrument pursuant to Section 5.04 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law or by this Agreement or otherwise and shall be enforceable to the maximum extent then permitted at law or in equity.

5.02 Notices. All notices and other communications to any party provided for hereunder shall be in writing (including telegraphic communication) and mailed, sent by telecopier or hand delivered to such party at its address for notices provided in this Agreement or to such other address as shall be designated by such party from time to time.

5.03 Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Grantor, the Secured Party and each holder of any of the Obligations; provided, however, that the Grantor shall not assign or transfer its rights hereunder without the prior written consent of the Secured Party.

5.05 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

5.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

5.07 Governing Law and Venue. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN.

5.8 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

5.9 Continuing Security Interest. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until payment in full of the Obligations (subject to the prior expiration of the Term of this Agreement), (b) be binding upon the Grantor, its successors, and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

FIRST NATIONAL BANK IN HOWELL

By: _____
Name: Randy Greene
Title: Vice President, Retail Banking Administrator

SECURED PARTY: Genoa Township

By: _____
Name: Robin Hunt
Title: Genoa Township Treasurer

ATTACHMENT I

**LIST OF SECURITIES PLEDGED AND
HELD IN THE SECURITIES ACCOUNT**

EXHIBIT A

ATTACHED ACCOUNT AGREEMENT

For the purpose of this agreement, any non-interest bearing demand deposit account shall qualify. At the time of entering into the agreement, the following accounts were part of the non-interest-bearing portfolio which combined maintained at least \$250,000.

Non-Interest Bearing Checking Accounts

Account 100206	Tax Account
Account 103440	Delinquent Tax Fund
Account 1100130	Common Account

EXHIBIT B

Form/Type of Account

Method of Determining Deposit Balance Pledged

Combined Interest-bearing Accounts:

811604 Genoa Oceola 1 New User
811612 Genoa Oceola 2 New User
1100767 Liquor Law Enforcement
1104918 Genoa Twp Escrow
1108281 Genoa Twp Lake Edgewood
1109644 Oak Pointe Operating
1109651 Lake Edgewood Operating
1109669 Pine Creek Operating
1109966 O.P. Operating Capital
1109990 DPW Fund
1216829 Sewer Water Debt Service
1800366 Tax Investment
1800424 Common Account
1800879 Homestead Road Bond
1802404 Grand River Water New User
1802834 Grand River Road Debt
1803729 Genoa Township Future Pat.
1803550 DPW Reserve Fund

Bank will pledge 75% of balance in combined interest-bearing accounts in excess of \$250,000 based on account balance as of last business day of immediately preceding month subject to overall pledge maximum noted below.

Certificates of Deposit

80302
1103954
10001969

Bank will pledge 75% of the balance in the certificate on the day the pledge agreement was entered into subject to the overall pledge maximum noted below.

Overall Pledge Maximum

Certificate Balance on November 1, 2008

Bank investment security pledge capped at maximum \$3,750,000

Expiration 12/01/2009

80302	\$124,556.07
10001969	\$311,833.95
11003954	\$63,412.68

MEMORANDUM

TO: Township Board

FROM: Michael Archinal *ma*

DATE: 11/13/08

RE: Item #6
Identity Theft Prevention Program

The Federal Government requires that all financial institutions and creditors must adopt an identity theft prevention program. Because the Township bills customers for water and sewer we are obligated to comply with this statute. Ken Palka has drafted the attached program which must be adopted to comply. Please consider the following action:

**Moved by _____, supported by _____, to approve the
Identity Theft Prevention Program as presented.**

CHARTER TOWNSHIP OF GENOA
OFFICIAL POLICY AND PROCEDURE
IDENTITY THEFT PREVENTION PROGRAM

Purpose

To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

Definitions

Identifying information means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

Identity theft means fraud committed or attempted using the identifying information of another person without authority.

A covered account means:

1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include credit card accounts, mortgage loans, automobile loans, margin accounts, cell phone accounts, utility accounts, checking accounts and savings accounts; and
2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.

A *red flag* means a pattern, practice or specific activity that indicates the possible existence of identity theft.

POLICY

A. Identification of Red Flags. The Township identifies the following red flags, in each of the listed categories:

1. Suspicious Documents
 - i. Identification document or card that appears to be forged, altered or inauthentic;
 - ii. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
 - iii. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
 - iv. Application for service that appears to have been altered or forged.

2. Suspicious Personal Identifying Information
 - i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
 - ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
 - iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
 - iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
 - v. Social security number presented that is the same as one given by another customer;
 - vi. An address or phone number presented that is the same as that of another person;
 - vii. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
 - viii. A person's identifying information is not consistent with the information that is on file for the customer.

3. Suspicious Account Activity or Unusual Use of Account
 - i. Change of address for an account followed by a request to change the account holder's name;
 - ii. Payments stop on an otherwise consistently up-to-date account;
 - iii. Account used in a way that is not consistent with prior use (example: very high activity);
 - iv. Mail sent to the account holder is repeatedly returned as undeliverable;
 - v. Notice to the Township that a customer is not receiving mail sent by the Township;
 - vi. Notice to the Township that an account has unauthorized activity;
 - vii. Breach in the Township's computer account information.
 - viii. Unauthorized access to or use of customer account information.

4. Alerts from Others

- i. Notice to the Township from a customer, identity theft victim, law enforcement or other person that it has opened or in maintaining a fraudulent account for a person engaged in Identity Theft.

B. Detecting Red Flags

1. **New Accounts.** In order to detect any of the Red Flags identified above associated with the opening of a new account. Township personnel will take the following steps to obtain and verify the identity of the person opening the account:
 - i. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
 - ii. Verify the customer's identity (for instance, review a driver's license or other identification card);
 - iii. Review documentation showing the existence of a business entity; and/or
 - iv. Independently contact the customer.
2. **Existing Accounts.** In order to detect any of the Red Flags identified above for an existing account, Township personnel will take the following steps to monitor transactions with an account:
 - i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
 - ii. Verify the validity of requests to change billing addresses; and
 - iii. Verify changes in banking information given for billing and payment purposes.

C. Preventing and Mitigating Identity Theft.

In the event Township personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. **Prevent and Mitigate**

- i. Continue to monitor an account for evidence of Identity Theft;
- ii. Contact the customer;
- iii. Change any passwords or other security devices that permit access to accounts;
- iv. Not open a new account;
- v. Close an existing account;
- vi. Reopen an account with a new number;
- vii. Notify the Township Manager for determination of the appropriate step(s) to take;
- viii. Notify law enforcement; and/or
- ix. Determine that no response is warranted under the particular circumstances.

2. Protect customer identifying information

- i. In order to further prevent the likelihood of identity theft occurring with respect to Township accounts, the Township will take the following steps with respect to its internal operating procedures to protect customer identifying information;
- ii. Ensure that its website is secure or provide clear notice that the website is not secure;
- iii. Ensure complete and secure destruction of paper documents and computer files containing customer information;
- iv. Ensure that office computers are password protected and that computer screen lock after a set period of time;
- v. Keep offices clear of papers containing customer information,
- vi. Request only the last four (4) digits of social security number (if applicable);
- vii. Ensure computer virus protection is up to date; and
- viii. Require and keep only the kinds of customer information that are necessary for utility purposes.

D. Program Updates

This Program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the Township from Identity Theft. The Township Manager will consider the Township's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Township maintains, and changes in the Township's business arrangements with other entities. After considering these factors, the Township Manager will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Township Manager will present the Township Board with his/her recommended changes and the Board will make a determination of whether to accept, modify or reject those changes to the Program.

E. Third Party Service Provider

If the municipality were to use a third party service to process and maintain the covered accounts, management will:

- 1. Obtain a copy of the third party service provider's identity theft prevention program;
- 2. Review the program for compliance with our identity theft program.

F. Program Administration

1. **Oversight.** Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee for the Township. The Committee is headed by the Township Manager, with the Township Treasurer, Supervisor and Clerk comprising the remainder of the committee membership. The Township Manager will be responsible for the Program administration, for ensuring appropriate training of Township staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.
2. **Staff Training and Reports.** Township staff responsible for implementing the program shall be trained either by or under the direction of the Township Manager in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. Township staff is required to provide reports to the Program Administrator on incidents of Identity Theft, the Township's compliance with the Program and the effectiveness of the Program.
3. **Specific Program Elements and Confidentiality.** For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the Township's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

Authority and Revisions

This policy is enacted immediately upon approval of the Township Board, as reflected in the regular meeting minutes dated _____. Revisions to this policy shall only be enacted when approved by the Township Board and reflected in the applicable meeting minutes. This policy shall be reviewed at least biennially by the Township Manager and updated as appropriate.

GENOA TOWNSHIP - GENERAL FUND
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08
 MTG DATE - 11/17/08

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	2ND REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED 3RD REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009
REVENUES					
000-403-000	CURRENT REAL PROP TAXES	1,110	960,000	(958,890)	960,000
000-407-000	DELINQUENT TAXES - REAL/PER	1,230	6,500	(5,270)	6,500
000-423-000	COLLECT FEES/EXCESS OF ROLL	25	350,000	(349,975)	350,000
000-423-100	COLLECTION FEES - SCHOOLS	2,130	18,500	(16,370)	18,500
000-445-000	PENALTIES & INTEREST ON TAXES	1,278	2,500	(1,222)	2,500
000-475-000	ORDINANCE FINES	0	0	0	0
000-476-000	LICENSES & PERMITS	7,275	15,000	(7,725)	15,000
000-476-100	CABLE FRANCHISE FEES	118,712	225,000	(106,288)	225,000
000-477-000	METRO ACT FEES	297	13,500	(13,203)	13,500
000-480-000	TRAILER FEES	1,743	3,000	(1,257)	3,000
000-574-000	STATE SHARED REVENUES	532,250	1,000,000	(467,750)	1,000,000
000-608-000	CHARGES FOR SERVICES - APPLICA. FEES	15,176	65,000	(49,824)	65,000
000-631-000	REFUSE COLLECTION FEES	268,576	651,000	(382,424)	651,000
000-642-000	CHARGES FOR SERV-PRTG.	298	1,000	(702)	1,000
000-664-000	INTEREST INCOME	14,285	45,000	(30,715)	45,000
000-668-000	RENTS & ROYALTIES	25,500	51,000	(25,500)	51,000
000-676-000	ADMIN FEE/UTILITY OPERATING	0	0	0	0
000-676-100	ADMIN FEE/LIQUOR LAW FUND	0	5,000	(5,000)	5,000
000-678-300	TAXES ON LAND TRANSFER	0	155,000	(155,000)	155,000
000-678-700	WHITE PINES/STREET LIGHTING	0	650	(650)	650
000-695-000	OTHER MISC REVENUE	877	5,000	(4,123)	5,000
000-699-001	ELECTIONS - SCHOOLS, PRIMARY	29,064	30,000	(936)	29,064
	TOTAL REVENUES	1,019,826	3,602,650	(2,582,824)	3,601,714
EXPENDITURES & TRANSFERS OUT TO OTHER FUNDS					
101-703-000	TRUSTEES - SALARIES	13,075	31,000	17,925	31,000
171-703-000	SUPERVISOR - SALARY	24,500	49,000	24,500	49,000
172-703-000	TWP MGR. - SALARY	46,250	93,625	47,375	93,625
191-703-000	ELECTION - SALARIES	33,416	50,000	16,584	50,000

GENOA TOWNSHIP - GENERAL FUND
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08
 MTG DATE - 11/17/08

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	2ND REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED 3RD REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009
209-703-000	CONTRACTUAL - SALARIES	106,035	202,810	96,775	202,810
210-801-000	PROFESSIONAL - LEGAL	287,713	275,000	(12,713)	310,000
215-703-000	CLERK - SALARY	24,000	48,000	24,000	48,000
223-801-000	PROFESSIONAL - AUDITOR	7,500	16,500	9,000	16,500
241-801-000	PROFESSIONAL - ENGR./PLANNING	48,829	60,000	11,171	60,000
241-802-000	PROFESSIONAL - IN HOUSE ENGR	10,755	0	(10,755)	32,000
243-801-000	TAX ROLL PREPARATION	0	5,000	5,000	5,000
247-703-000	BOARD OF REVIEW - SALARIES	2,173	2,500	327	2,500
247-964-000	TAX CHARGEBACKS	3,406	10,000	6,594	10,000
253-703-000	TREASURER - SALARY	24,000	48,000	24,000	48,000
265-775-000	REPAIRS AND MAINTENANCE	26,762	50,000	23,238	50,000
265-910-000	INSURANCE	137,799	275,000	137,201	275,000
265-920-000	UTILITIES - ELECTRIC/GAS	7,279	20,000	12,721	20,000
284-703-000	SALARIES - OTHER	99,155	204,885	105,730	204,885
284-704-000	RETIREMENT	39,214	90,000	50,786	90,000
284-715-000	PAYROLL TAXES - FICA/MEDICARE	29,431	70,400	40,969	70,400
284-720-000	MESC - UNEMPLOYMENT TAXES	0	5,000	5,000	5,000
284-727-000	PRTG., POSTAGE, OFFICE SUPPLIES	30,872	75,000	44,128	75,000
284-850-000	TELEPHONE	8,168	14,000	5,832	14,000
284-861-000	MILEAGE & TRAVEL EXPENSES	8,038	3,000	(5,038)	10,000
284-862-000	CAR ALLOWANCE	3,000	6,000	3,000	6,000
284-955-000	TRUCK LEASE	2,179	4,500	2,321	4,500
284-956-001	ESCROW LOSSES	0	2,000	2,000	2,000
284-957-000	DUES	8,603	21,000	12,397	21,000
284-958-000	MTG. FEES & MISC EXPENSES	19,274	25,000	5,726	25,000
284-959-000	APPLICATION FEES EXPENSES	13,260	75,000	61,740	75,000
284-959-001	SALARIES - PLANNING COMMISSION	7,045	11,500	4,455	11,500
284-959-002	SALARIES - ZBA	6,535	13,500	6,965	13,500
301-703-000	ORDINANCE OFFICER - SALARY	19,201	39,150	19,949	39,150
336-999-001	FIRE SUB STATION EXPENSES	4,465	20,000	15,535	20,000
441-801-010	ROAD IMPROVEMENT	484,947	605,000	120,053	605,000

GENOA TOWNSHIP - GENERAL FUND
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08
 MTG DATE - 11/17/08

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	2ND REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED 3RD REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009
441-803-000	REFUSE COLLECTION	411,530	835,000	423,470	835,000
441-803-100	LG. BULKY ITEM DISPOSAL	5,136	9,000	3,864	9,000
441-804-000	DUST CONTROL/CHLORIDE	66,111	100,000	33,889	100,000
441-805-000	STORMWATER - NPDES MANDATE	1,878	5,000	3,122	5,000
441-971-000	WHITE PINES ST. LIGHTING	421	800	379	800
751-881-000	RECREATION	31,110	90,000	58,890	90,000
916-962-000	DRAINS AT LARGE	0	35,000	35,000	35,000
929-977-000	CAPITAL OUTLAY	44,757	120,000	75,243	60,000
966-999-010	TRANS - OUT FUTURE RD IMPROVEMENT #261	0	200,000	200,000	0
966-999-013	TRANS - OUT ROAD PROJECTS FUND #264	0	0	0	0
966-999-027	TRANS - OUT PARKS & RECREATION #270	0	200,000	200,000	0
966-999-028	TRANS - OUT BLDG. & GR. - reserves - #271	0	75,000	75,000	45,000
966-999-051	TRANS - OUT FIRE FUND - firehall - #262	154,637	150,000	(4,637)	154,637
966-999-110	CONTINGENCIES	0	75,000	75,000	75,000
	TOTAL EXPENDITURES/TRANSFERS OUT	2,302,459	4,416,170	2,113,711	4,004,807
	REVENUES OVER (UNDER) EXPENDITURES & TRANSFERS OUT	(1,282,633)	(813,520)	(469,113)	(403,093)
	BEGINNING FUND BALANCE	1,497,185	1,497,185	0	1,497,185
	ENDING FUND BALANCE	214,552	683,665	(469,113)	1,094,092
		9/30/08	3/31/09		3/31/09

GENOA TOWNSHIP
LIQUOR LAW FUND #212
BUDGET TO ACTUAL REPORT
FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	ORIGINAL BUDGET FOR 1 YR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009
REVENUES					
000-570-000	STATE SHARED REVENUE	12,356	12,000	356	12,356
000-664-000	INTEREST INCOME	13	70	(57)	25
000-695-000	OTHER INCOME	0	0	0	0
	TOTAL REVENUES	12,369	12,070	299	12,381
EXPENDITURES					
000-956-000	MISC. EXPENSE	300	100	(200)	300
330-702-000	LIQUOR LAW ENFORCEMENT WAGES	3,900	7,500	3,600	8,000
330-704-000	RETIREMENT	390	750	360	800
330-715-000	PAYROLL TAXES	298	575	277	640
330-716-000	LIQ. LAW ADMIN FEES - GENOA	0	3,500	3,500	3,500
	TOTAL EXPENDITURES	4,888	12,425	7,537	13,240
	NET REVENUES/EXPENDITURES	7,481	(355)	7,836	(859)
	BEGINNING FUND BALANCE	4,469	4,469	0	4,469
	ENDING FUND BALANCE	11,950	4,114	7,836	3,610

GENOA TOWNSHIP
 FUTURE ROAD IMPROVEMENT FUND #261
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	ORIGINAL BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009
REVENUES					
000-664-000	INTEREST INCOME	14,304	30,000	(15,696)	30,000
000-673-000	CONTRIBUTION FROM DEVELOPER	0	0	0	0
NEW	OPERATING TRANSFER IN (#264 RD FUND)	0	0	0	0
000-699-000	OPERATING TRANSFER IN (G/F)	0	200,000	(200,000)	0
	TOTAL REVENUES	14,304	230,000	(215,696)	30,000
EXPENDITURES					
441-968-100	WHITE HORSE DRIVE IMPROVEMENTS	0	0	0	0
NEW ACCT	CHALLIS - CONRAD RD SURFACING	0	0	0	0
906-956-000	MISC	0	0	0	0
	TOTAL EXPENDITURES	0	0	0	0
	NET REVENUES/EXPENDITURES	14,304	230,000	(215,696)	30,000
	BEGINNING FUND BALANCE	1,183,120	1,183,120	0	1,183,120
	ENDING FUND BALANCE	1,197,424	1,413,120	(215,696)	1,213,120

GENOA TOWNSHIP
 FIRE CONSTRUCTION FUND #262
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	ORIGINAL BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YR. END 3/31/2009
REVENUES					
000-664-000	INTEREST INCOME	20	1,500	(1,480)	20
000-699-000	TRANS IN FROM G/F	154,637	0	154,637	154,637
NEW	PROCEEDS FROM LOAN - FNB FIREHALL	0	0	0	0
	TOTAL REVENUES	154,657	1,500	153,157	154,657
EXPENDITURES					
000-972-000	CAPITAL OUTLAY	227,752	0	(227,752)	227,752
	OTHER	1,500	2,500	1,000	1,500
	TOTAL EXPENDITURES	229,252	2,500	(226,752)	229,252
	NET REVENUES/EXPENDITURES	(74,595)	(1,000)	(73,595)	(74,595)
	BEGINNING FUND BALANCE	74,958	74,958	0	74,958
	ENDING FUND BALANCE	363	73,958	(73,595)	363

GENOA TOWNSHIP
ROAD/LAKE IMPROVEMENT ADVANCES FUND #264
BUDGET TO ACTUAL REPORT
FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS 9/30/2008	ORIGINAL BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YR. END 3/31/2009	FINAL YEAR ASSESSED
REVENUES						
000-664-000	INTEREST INCOME	3,331	10,000	(6,669)	7,000	
453-672-000	ASSESSMENTS - CHEMUNG WEED	310	33,854	(33,544)	33,854	JULY 2012
458-672-000	ASSESSMENTS - CHEMUNG, NORFOLK	0	21,609	(21,609)	21,609	DEC. 2009
460-672-100	ASSESSMENTS - PARDEE LAKE 2	0	20,000	(20,000)	20,000	DEC. 2010
454-672-000	ASSESSMENTS - PRAIRIE VIEW	0	97,821	(97,821)	97,821	DEC. 2008
455-672-000	ASSESSMENTS - WHITE PINES	0	35,415	(35,415)	35,415	DEC. 2008
456-672-000	ASSESSMENTS - ROLLING MEADOWS	0	17,820	(17,820)	17,820	DEC. 2009
457-672-000	ASSESSMENTS - LONG POINTE	0	3,503	(3,503)	3,503	DEC. 2009
459-672-000	ASSESSMENTS - STATE STREET	0	3,000	(3,000)	3,000	DEC. 2010
NEW	ASSESSMENTS - HOMESTEAD RD IMPR.	0	0	0	0	
000-699-000	OPERATING TRANS IN FROM GF	0	0	0	0	
	ASSESSMENTS - OTHER	0	0	0	0	
	OTHER INCOME	0	0	0	0	
	TOTAL REVENUES	3,641	243,022	(239,381)	240,022	
EXPENDITURES						
453-801-000	LAKE CHEMUNG WEEDS	41,682	31,000	(10,682)	42,000	
447-801-000	HOMESTEAD ROAD IMPROVEMENT	0	0	0	0	
451-695-000	MISC/AUDITING	1,500	375	(1,125)	375	
460-801-000	PARDEE LAKE WEEDS	17,750	23,000	5,250	23,000	
NEW	TRANS OUT - #261 RD. IMPR. - (CHALLIS CONRAD)	0	0	0	0	
	OTHER ROADS	0	15,000	15,000	15,000	
	OTHER LAKES	0	15,000	15,000	15,000	
	TOTAL EXPENDITURES	60,932	84,375	23,443	95,375	
	NET REVENUES/EXPENDITURES	(57,291)	158,647	(215,938)	144,647	
	BEGINNING FUND BALANCE	696,056	696,056	0	696,056	
	ENDING FUND BALANCE	638,765	854,703	(215,938)	840,703	

GENOA TOWNSHIP
 FUTURE DEVELOPMENT - PARKS/RECREATION FUND #270
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS ENDING 9/30/2008	ORIGINAL BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YR. END 3/31/2009
REVENUES					
000-664-000	INTEREST INCOME	10,109	25,000	(14,891)	20,000
000-699-000	OPERATING TRANS IN FROM GF	0	200,000	(200,000)	0
000-699-001	MISC REVENUE	0	100	(100)	100
	TOTAL REVENUES	10,109	225,100	(214,991)	20,100
EXPENDITURES					
330-698-000	SIDEWALKS (GRAND RIVER)	1,370	200,000	198,630	100,000
330-696-000	ATHLETIC FIELD (GENOA TWP HALL)	46,361	150,000	103,639	150,000
536-972-000	LAND FOR RECREATION	0	50,000	50,000	0
330-695-000	MISC/AUDITING	550	300	(250)	300
	TOTAL EXPENDITURES	48,281	400,300	352,019	250,300
	NET REVENUES/EXPENDITURES	(38,172)	(175,200)	137,028	(230,200)
	BEGINNING FUND BALANCE	803,157	803,157	0	803,157
	ENDING FUND BALANCE	764,985	627,957	137,028	572,957

GENOA TOWNSHIP
 BUILDINGS & GROUNDS RESERVE FUND #271
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS ENDING 9/30/2008	BUDGET FOR THE 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YR. END 3/31/2009
REVENUES					
000-664-000	INTEREST INCOME	1,124	3,500	(2,376)	2,300
000-699-000	OPERATING TRANS IN FROM GF - RESERVES	0	75,000	(75,000)	45,000
	MISC INCOME	0	0	0	0
	TOTAL REVENUE	1,124	78,500	(77,376)	47,300
EXPENDITURES					
	CAPITAL OUTLAY/REPLACEMENTS	0	0	0	0
	OTHER	0	0	0	0
	TOTAL EXPENDITURES	0	0	0	0
	NET REVENUES/EXPENDITURES	1,124	78,500	(77,376)	47,300
	BEGINNING FUND BALANCE	79,017	79,017	0	79,017
	ENDING FUND BALANCE	80,141	157,517	(77,376)	126,317

GENOA TOWNSHIP
 DPW UTILITY FUND #503
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS ENDING 9/30/2008	ORIGINAL BUDGET FOR THE 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	% EXPENSE BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009
REVENUES						
402	FEES - MARION SEWER	6,903	15,900	(8,997)		15,900
404	FEES - G/O SEWER	61,576	127,200	(65,624)		140,000
406	FEES - OP WATER/SEWER	36,631	65,825	(29,194)		73,000
408	FEES - LE WATER/SEWER	14,552	28,575	(14,023)		32,000
410	FEES - PC WATER/SEWER	6,718	14,900	(8,182)		14,900
412	FEES - MHOG WATER	69,282	140,100	(70,818)		165,000
414	FEES - GENOA TWP - GF/ESCROWS	10,755	0	10,755		40,000
420	OTHER INCOME	262	0	262		500
440	INTEREST INCOME	1,124	3,300	(2,176)		2,500
460	TRANS IN - OTHER FUNDS	0	15,000	(15,000)		15,000
	TOTAL REVENUES	207,803	410,800	(202,997)		498,800
EXPENDITURES						
600	AUDIT/ACCOUNTING SERVICES	1,550	5,000	3,450	69.00%	6,000
601	AUTO ALLOWANCE	2,000	0	(2,000)		5,000
602	ADMINISTRATIVE EXPENSES	0	0	0		0
604	CONFERENCES/DUES	447	1,500	1,053	70.20%	1,500
606	CONTINGENCY	0	5,000	5,000	100.00%	5,000
608	EMPLOYERS SHARE FICA	8,989	15,500	6,511	42.01%	20,500
609	COMPUTER EXPENSES	6,690	3,000	(3,690)	-123.00%	8,000
612	INSURANCE BCBS/OTHER	38,578	66,000	27,422	41.55%	74,500
614	METER SERVICES - CONTRACTOR	1,030	4,000	2,970	74.25%	4,000
617	OFFICE EXPENSES	847	4,000	3,153	78.83%	4,000
618	OTHER EXPENSES	0	0	0		1,000
619	POSTAGE/SHIPPING	3,027	6,000	2,973	49.55%	6,200
625	REPAIRS & MAINTENANCE	376	2,000	1,624	81.20%	2,000
627	RETIREMENT	12,500	20,000	7,500	37.50%	26,125
630	SUPPLIES & TOOLS	545	10,000	9,455	94.55%	10,000
632	SALARY - DIRECTOR	37,500	75,875	38,375	50.58%	75,875
633	SALARY - IN HOUSE ENGINEER	21,202	0	(21,202)		62,000
634	SALARY - OTHER	53,915	118,000	64,085	54.31%	113,000
635	SALARY - SODIUM INSPECTIONS	4,880	0	(4,880)		5,000

GENOA TOWNSHIP
 DPW UTILITY FUND #503
 BUDGET TO ACTUAL REPORT
 FOR THE 6 MONTHS ENDING 9/30/08

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 6 MONTHS ENDING 9/30/2008	ORIGINAL BUDGET FOR THE 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	% EXPENSE BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009
650	TRAILER UTILITIES		2,400	2,400	100.00%	2,400
652	TELEPHONE - CUSTOMER LINE	782	1,000	218	21.80%	1,700
654	TELEPHONE - G/O PLANT	104	4,000	3,896	97.40%	4,000
656	TELEPHONE - MOBILE PHONES	60	2,000	1,940	97.00%	2,000
658	TRUCK/AUTO EXPENSES	4,048	6,000	1,952	32.53%	10,000
660	TRAILER RENTAL	2,625	4,500	1,875	41.67%	4,500
665	CAPITAL OUTLAY (TRUCK/EQUIP)	44,350	43,000	(1,350)	-3.14%	45,000
670	TRANSFER TO DPW RESERVE FUND #504	0	10,000	10,000	100.00%	10,000
675	UNIFORMS & PROTECTIVE CLOTHING	1,342	1,500	158	10.53%	2,500
	TOTAL EXPENDITURES	247,387	410,275	162,888	39.70%	511,800
	CHANGE IN FUND BALANCE	(39,584)	525	(40,109)		(13,000)
	BEGINNING FUND BALANCE	17,385	17,385	0		17,385
	ENDING FUND BALANCE	(22,199)	17,910	(40,109)		4,385

GENOA TOWNSHIP
 GENERAL, CAPITAL PROJ. & SPECIAL REVENUE FUNDS
 SUMMARY OF REVENUES/EXPENDITURES
 FOR THE 6 MONTHS ENDING 9/30/08

	#101 G/F	#212 LIQ LAW FUND	#261 FUTURE RD IMPROVEMENT	#262 FIRE CONSTR. FUND	#264 RD/LK IMPR ADV. FUND	#270 PARKS/REC. FUND	#271 BLDG/GROUND RES. FUND	#503 DPW/UTILITY FUND	TOTAL ALL FUNDS
REVENUES	1,019,826	12,369	14,304	154,657	3,641	10,109	1,124	207,803	1,423,833
EXPENDITURES	2,302,459	4,888	0	229,252	60,932	48,281	0	247,387	2,893,199
NET REVENUES/EXPENDITURES	(1,282,633)	7,481	14,304	(74,595)	(57,291)	(38,172)	1,124	(39,584)	(1,469,366)
BEGINNING FUND BALANCE	1,497,185	4,469	1,183,120	74,958	696,056	803,157	79,017	17,385	4,355,347
ENDING FUND BALANCE	214,552	11,950	1,197,424	363	638,765	764,985	80,141	(22,199)	2,885,981



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from MT BRIGHTON SKI PATROL of BRIGHTON,
NAME OF ORGANIZATION CITY

county of LIVINGSTON, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R10/06)



**Dick Thalacker Patrol Director
260 East Shore Dr.
Whitmore Lake, MI 48189
734-449-0196 (H)
734-449-9313 (B)
skiman1@juno.co**

October 29, 2008

To Whom It May Concern:

With reference to your donation, public Law 96-489 granted the National Ski Patrol System, Inc. a federal charter under an act of Congress in 1980. The National Ski Patrol System, Inc is a tax-exempt organization registered with the Internal Revenue Service under Section 501(c)(1) of the Internal Revenue Code.

The Central Division of the National Ski Patrol of which Mt. Brighton Ski Patrol is a sub-unit thereunder is registered as a tax-exempt organization under Section 501(c)(3).

The tax exempt no. is: 23-7241210.

Thank you,

Dick Thalacker

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: OCT 23 1995

National Ski Patrol System, Inc.
Central
% Tom Worley
7231 Overland Park Court
West Chester, OH 45069

Person to Contact:
Dottie Downing
Telephone Number:
513-684-3957
Refer Reply to:
EP/EO
Federal Identification Number:
23-7241210
Group Exemption Number:
2391

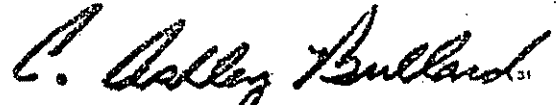
Dear Sir or Madam:

We have received your request for affirmation of your tax exempt status. Your organization is included in a group ruling issued to National Ski Patrol System, Inc., which is located in Lakewood, Colorado. That group ruling indicates you are exempt under section 501(c)(3) of the Code.

Individual exemption letters are not available to organizations included in group rulings. The group exemption letter applies to all of the subordinate organizations on whose behalf the National Ski Patrol System, Inc. has applied for recognition of exemption. If you want a copy of the group exemption letter, please contact your parent organization.

If you have any questions concerning this matter, you may write or telephone us at the address or telephone number shown in the heading of this letter.

Sincerely,



C. Ashley Bullard
District Director



OPEN 7 DAYS

5PM – 2AM

Must be 18 to play
Bel-Mark Lanes
3530 Jackson Rd. Ann Arbor, MI 48103

Texas Hold'em

SMOKE-FREE ENVIRONMENT

Cash games before, during and after tournament
Plenty of parking
Food and drink available for purchase
Tournaments hosted by friendly and professional casino staff.
No pre-registration required.
Please call 734-476-0348 for more details

Tournaments & Cash Games

\$100 Tournament the first Sunday of each month with no rebuys
\$20.00 minimum buy-in for \$1/\$2
Cash games



Monday thru Sunday
Re-buy tournament
\$25.00 buy-in gets \$2500 in chips
\$10.00 gets \$1000 more in chips
Add-ons and re-buys until first break
Starts at 7:00 PM



Monday through Sunday
5:00PM-2:00Am
Cash Games \$1/\$2 \$1000 Limit



MEMORANDUM

TO: Township Board

FROM: Michael Archinal

DATE: 11/13/08

RE: Agenda Item # 9
Athletic Field Lease

Attached you will find a proposed three party agreement between the Southeastern Livingston County Recreation Authority, Howell Area Parks & Recreation Authority and Genoa Charter Township. This agreement will allow the two recreation authorities to use and occupy the Township Hall athletic fields for various sports programs. Township officials have met with the authorities on several occasions. The agreement before you reflects the input from these meetings. The agreement has been reviewed by the Township Attorney. Please consider the following action:

Moved by _____, supported by _____, to approve the Southeastern Livingston County Recreation Authority, Howell Area Parks & Recreation Authority and Genoa Charter Township lease agreement as presented.

Athletic Fields Lease
Between Genoa Township , the Howell Area Parks &
Recreation Authority, and the Southeastern Livingston County
Recreation Authority

This lease is effective on January 1, 2009 between Genoa Township (landlord), whose address is 2911 Dorr Rd., Brighton, MI 48116 and the Howell Area Parks & Recreation Authority (Co-Tenant), whose address is 925 W. Grand River Ave., Howell, MI 48843, and Southeastern Livingston County Recreation Authority (Co-Tenant), whose address is 7878 Brighton Rd., Brighton, MI 48116 upon the following terms and conditions:

Premises: Landlord hereby leases to Co-Tenants, real property containing approximately 5 acres of land located in Genoa Township, Livingston County, behind Genoa Township Hall, described in Exhibit A attached hereto and made a part hereof (the "Premises").

Use. Co-Tenants shall use and occupy the premises as athletic fields (soccer, football, lacrosse, or any other lawn sport) and for no other purpose without the prior written consent of Landlord. Co-Tenants shall be solely responsible for the booking and scheduling of games, practices and events on the Premises. When the Co-Tenants are not using the fields for play by teams associated with the Co-Tenants, the fields may be rented by other organizations not associated with Co-Tenants at reasonable rates, with rent being paid to Co-Tenants. Co-Tenants shall ensure that games are properly supervised. Co-Tenants shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule or regulation adopted or imposed by Genoa Charter Township and any other governmental body.

Common Areas. Landlord shall also make available areas to the Co-Tenants and facilities of common benefit to the Co-Tenants and occupants including parking areas, driveways, sidewalks and ramps, service areas and landscaped area ("common areas"). All common areas shall be under the exclusive control and management of Landlord.

Term: The term of this lease shall be for one year commencing on January 1, 2009, the "commencement date" and shall expire on December 31, 2009.

Rent: Co-Tenants shall pay to landlord as annual rent the sum of one (\$1) dollar.

Landlord's Expenses:

Landlord shall pay cost and expenses incurred by the Landlord for improvements made to the subject premises and the common areas. In addition, Landlord shall pay the cost of operation of the sprinkler system, the cleaning and maintenance of restroom facilities, the cost of netting, lighting and operation of scoreboards, if any.

Co-Tenant's Expenses. Co-Tenants shall pay for the following:

- a. Maintenance of the athletic fields including mowing, fertilizing, grass seeding and watering.
- b. Striping of the property for athletic events.
- c. Providing signage for Co-Tenants and for sponsors, if the signs are approved by the Landlord.
- d. The actual costs of electricity, used at the site during events if the cost can be ascertained, if the cost cannot be ascertained then the Co-Tenants shall pay the entire cost of electricity supplied to the leasehold premises.

Improvements: Any improvements to the Premises shall be constructed in accordance with all federal and state laws and applicable building codes,

Notification of Adjacent Property Owners: Prior to the first games on the Premises and on a quarterly basis thereafter, Co-Tenants shall notify the adjacent property owners whose property abuts the Genoa Township fields of the dates and times of all activities on the Premises. Co-Tenants shall also provide the name, address and telephone number of a person who may be contacted on behalf of the Co-Tenants by the adjacent property owners with respect to activities.

Notification to Participants: Co-Tenants shall provide all league players and to visiting teams or their leagues a notice containing the following information:

- a. Parking is allowed only within designated parking areas within the township complex.
- b. Athletic facility users must stay within the boundaries of the facility and that trespassing onto the adjacent property shall not be allowed under any circumstances.
- c. Participants must remove all debris from the athletic fields and the surrounding area immediately after the completion of all games.
- d. No alcohol or tobacco usage allowed.
- e. All pets must be leashed.

Waste Collection: Landlord shall provide a sufficient number of waste collection containers to prevent littering on the Premises and shall arrange for trash collection on a regular basis.

No Trespassing: Landlord shall post "No Trespass" notices adequate in size and number on the boundary of the Premises to alert the users of the athletic facility as to the boundary of the Premises and to remind them not to trespass onto the adjacent property.

Parking Control: During any tournaments conducted on the Premises, Co-Tenants shall provide parking controls to ensure that participants park only in the areas designated for parking and do not park on adjacent property.

Meetings: Co-Tenants shall meet with Landlord prior to the anniversary of this lease to discuss renewal of the Lease.

Insurance: The Co-Tenants shall provide insurance coverage for itself, equipment, its employees, and its recreation personnel as it relates to the terms and conditions of this agreement. The Co-Tenants shall indemnify and hold harmless, the Township from any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Co-Tenants. The Township shall provide insurance coverage for itself, its employees and any other personnel under the terms of this Agreement, holding the Howell Area Parks & Recreation Authority and Southeastern Livingston County Recreation Authority harmless for any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Township.

Holding Over: If Co-Tenants remain in possession of the premises after the expiration or termination of the Lease and without signing a new Lease, it shall be deemed to be occupying the premises as a Tenant from month to month, subject to all of the conditions, provisions, rent and obligations of this Lease insofar as it can be applicable to a month to month tenancy, cancelable by either party upon sixty (60) days written notice to the other.

The parties hereto understand and agree that this lease contains the entire agreement between them and that no alteration, modification, rescission or cancellation hereof, either in whole or in part, shall be effective or binding unless and until the same be reduced to writing and signed by the party hereto against whom the enforcement of such alteration, modification, rescission or cancellation is sought. Any notice given by any party hereto to any other party hereto shall be sufficient if mailed to the party for whom such notice is intended at its address set forth herein by first class mail with postage fully prepaid thereon and shall be deemed effective when mailed. This agreement shall be interpreted under the laws of the State of Michigan.

The parties hereby represent that the persons executing this agreement have authority by law, charter, or resolution to bind both parties to this agreement.

This agreement is entered as of this 11th day of November, 2008.

HOWELL AREA PARKS & RECREATION AUTHORITY
A Michigan Municipal Corporation

BY: Todd Smith, Chairman

BY: Deborah E. Mikula, Director

SOUTHEASTERN LIVINGSTON COUNTY RECREATION AUTHORITY
A Michigan Municipal Corporation

BY: Dan Mulvihill, Co-Chairman

BY: Patrick Gerace, Director

GENOA CHARTER TOWNSHIP
A Michigan Municipal Corporation

BY: Gary McCririe, Supervisor

BY: Paulette A. Skolarus, Clerk

RECEIVED

NOV - 3 2008

GENOA TOWNSHIP

Ladies and Gentlemen of Genoa Township,

After investigating the relevant legalities, we have concluded that your agency's decision to continue to allow, and issue our neighbor permits to use and expand "structures" for the "use" of maintaining dogs, clearly runs counter to the state law.

Michigan Act 288 of 1967, Land Division Act, states in part: "...to promote the public health, safety, and general welfare..." See also Michigan Act 288 of 1967.

Therefore, according to the mandate of state law, your agency should "interpret" the ordinances relevant to the issuance of permission to operate a dog kennel in a way that will serve to protect "the public health".

According to Municipal Codes found at <http://www.municode.com/> the purpose of the zoning laws/ordinances is to promote "...the public safety, health, convenience, comfort, morals, prosperity and general welfare."

According to the Genoa Township Noise Ordinance #011203 created and issued by your decision makers, a violation of the ordinance includes: "The keeping of any animal, bird or fowl, which emanates frequent or extended noise which shall unreasonably disturb the quiet, comfort or repose of any person in the vicinity; such as allowing or permitting any dog to bark repeatedly in an area where such barking can be clearly heard from nearby residential property."

According to the Genoa Township Dog Ordinance, Section IV, "No person shall harbor or keep any dog which by barking, yelping or howling shall disturb the quiet of the neighborhood or any person."

However, far from protecting the public health, you continue to allow, quite literally, my neighbor to degrade the health and well-being of my family and self, by way of chronic noise that will ring throughout our home and property for as far into the future as anyone can foresee.

This issuance of permission to operate this kennel clearly constitutes the official sanctioning of a health hazard in a residential neighborhood, which undeniably, violates the spirit of both state and local law.

The perils of noise were unknown when present zoning laws were passed. Those dangers are well-established and documented now. I will enclose just a few examples of documentation of the health hazard posed by chronic noise.

Therefore, the township has an ethical duty to change its position, policy, practice and procedure as necessary to remain in compliance with both the letter and the intention of both state and municipal law, which clearly state that public officials and regulators must think first of the public health, and give that priority over considerations related to property rights.

In light of that, we would like for someone in authority to answer all of the following questions.

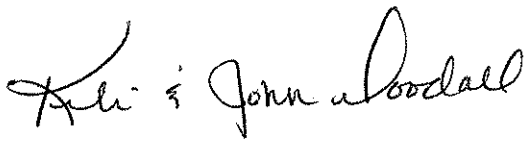
1. Does your agency recognize chronic noise as a pathogen that is known to degrade physical, social and psychological health?

2. Do you acknowledge that the sound of barking dogs being force fed into one's home and property does, indeed, constitute a health hazard?
3. The extent of the noise blasting into our home from the neighbor's kennel is well documented. Is it your intention, nonetheless, to permit the kennels to remain in place and/or be expanded, despite the fact that you now know that they do, indeed, constitute a health hazard?

We look forward to your answers.

As owners ourselves, we understand what is involved in caring for and housing dogs. It is in no way our intention to request the kennel stop operating a business, but rather provide us relief from the constant and intermittent noise issuing from it.

Respectfully submitted,

A handwritten signature in black ink that reads "Keli & John Woodall". The signature is written in a cursive, flowing style.

Keli and John Woodall

5615 King Road

Howell, MI 48843

Cc: Adam Van Tassel, Genoa Township Enforcement Officer, Mike Cox, Michigan Attorney General, Robert Block, Livingston County Board of Commissioners, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen, Genoa Township Board of Trustees

The Symptoms & Side Effects of Force-Feeding Noise into the Domestic Environment

Despite its reputation as a minor irritant, research has shown noise to be a debilitating and potentially lethal toxin. Hence, forcibly projecting noise into someone's living quarters in chronic fashion has the potential to disrupt their autonomic and endocrine functions severely enough to catapult the entire family into a state of frequent agitation and near constant distress, thereby setting in motion a predictable process of physical, mental, and emotional deterioration, accompanied by functional impairment and the severe disruption of interpersonal relationships. This chart delineates that process.

The immediate effect of an externally generated in-home noise inundation:

Increased heart rate	Respiration increases	Blood pressure increases	Shift in hormonal profile	Shift in electrolyte balance	Dry mouth	Goose bumps
Sweating	Pupils of the eye dilate	Changes in blood lipids	Altered blood viscosity	Altered blood flow	Cold hands	Cold feet
Digestion slows dramatically	Stomach upset	Loss of appetite	Transient sexual dysfunction	Tooth grinding	Bracing/muscle tension	Anxiety
Agitation	Irritability	Anger	Aggression	Interpersonal conflict	Discord within the family unit	Self-medicating
Functioning impaired	Physical coordination impaired	Accident rate potentiated	Error rate potentiated	Inability to think clearly	Judgment is impaired	Inability to make decisions

The impact of forcibly projecting noise into the home environment over time:

Autonomic disruption grows constant	Sense of constant tension	Endocrine disruption constant	Constant emotional upset	Emotional lability	Exaggerated startle response	Fear of being startled
Anticipatory anxiety	Uncontrollable rumination	Chronic anger	Chronic strife within the family	Chronic depression	Chronic disorganization due to constant disruption of scheduled activities	Schedule is adjusted so all activities revolve around the noise source
Noisy rooms of house abandoned	Uncontrollable rage	Increased risk of violence	Affectionate exchanges cease	Chronic sexual dysfunction	Social relationships abandoned	Social activities abandoned
Childhood learning impaired	Kids fall behind in school	Adult job performance dips	Upset over new job stress	Symptoms mimicking psychological disturbance develop	Difficulty falling asleep - even in a quiet environment	Difficulty staying asleep - even in a quiet environment
Chronic fatigue	Merriment becomes rare	Chronic restlessness	Concentration impaired	Memory impaired	Chronic muscle tension	Chronic muscle contraction headaches
Persistently recurring migraine headaches	Aversion to going outdoors	Regular exercise ceases	Once occasional high blood pressure now becomes chronic	Heart disease takes root	Old substance use increases	New substance use begins
Substance use solidifies	Marked consumption of Rx drugs	Reaction time is slowed	Accident rate increased	Sensitivity to noise is heightened	Family interactions grow dysfunctional	Children fail in school
Chronic overeating	Newfound overweight problem	Chronic loss of appetite	Newfound underweight problem	Chronic gastro-intestinal distress	Resilience wanes as adaptive capacity is diminished	Gums and dental health deteriorate
Ongoing hair loss	Exacerbation of pain	Worsening of preexisting maladies	Immune system dysfunction - increased risk of cold, flu, and infection	Increased risk of developing stress-related disorders	Increasing frequency of illness in general	Recuperation from illness hampered
Exhaustion	Heart palpitations	Classical conditioning generates secondary distress and discord	Abandonment of recreational activities	Abandonment of essential activities	Hopelessness/suicidal ideation	Premature aging

After years of being elevated due to noise force-fed into the home, chronic hypertension – the silent killer – wreaks irreversible damage.

End Organ Damage:

Enlarged heart	Heart attack	Heart failure	Hardening of the arteries	Aneurysm
Stroke	Dementia	Eye damage	Kidney damage	Total loss of sexual function

SOURCES:

The World Health Organization	The Journal of Experimental Medicine	The Garvan Institute of Sydney, Australia	The British Journal of Occupational and Environmental Medicine
The European Heart Journal	The research of Johns Hopkins University	The research of the Institute for Social Medicine at Berlin's Charite University Medical Centre	The Archives of Environmental Health
The United States Environmental Protection Agency	The British Medical Association		The research of Craig Mixon, Ed.D., Barkingdogs.net

BarkingDogs.net

Section One:
Quieting Your Own Dog

This page is the index of Section Seven: the Harm section of barkingdogs.net

Section Two:
Personally Silencing Your Neighbor's Dogs

The Deleterious Impact of Exposing People to Noise

Health Deteriorates as Emotional Distress is Fostered and Functioning is Impaired

Section Three:
The Barking Laws and the Courts

This link will take you to the index of a website that features noise-related information **provided by the World Health Organization**. Once there, click on *Adverse health effects of noise*. There you will learn that intrusive sound, like that of a barking dog, constitutes a potent stressor that can result in increased blood pressure, essential hypertension, increased heart rate, ischemic heart disease, headaches, nausea, an altered blood flow, changes in blood viscosity and blood lipids, and shifts in electrolyte balance, along with elevations in gastrointestinal motility. In addition, according to WHO, exposure to noise increases drug use, fosters substance abuse, and promotes anxiety, stress, irritability, depression, aggression, interpersonal conflict, and sexual impotency.

Section Four:
The Cause

Section Five:
The Cure

Section Six:
More Info on Chronic Barking

Understanding Systemic Noise Trauma

Written by the Barking Dogs Webmaster, this page will tell you how and why noise injures people and under what circumstance noise trauma occurs. In addition, it contains an explanation of why some people are traumatized by noise while others are not.

Section Eight:
The Noise Activist's Guide

Section Nine:
Barking Dogs YouTube

Poster: The Symptoms & Side Effects of Force-Feeding Noise into the Domestic Environment

This link will take you to the **Noise Exposure Chart** subsection, where, along with an explanatory page, you will find a chart, **created by the Barking Dogs Webmaster**, that lists the symptoms and side effects of chronic noise on those who suffer with it being forcibly projected into their homes, from the immediate impact to the end organ damage that often stems from long-term exposure.

Section Ten:
The Barking Dogs Forum

Sec Eleven:
Barking Dogs Yahoo

Sec Twelve:
The Barking Dog News

Debilitation Sets In as Every Aspect of Domestic Life is Degraded

Also written by the Barking Dogs webmaster, this page provides an overview of how chronic barking and other intrusive noise impacts the health, happiness, and general functioning of those exposed to it.

Sec Thirteen:
About This Website

Illness and Emotional Distress are Potentiated

Sec Fourteen: **The United States Environmental Protection Agency** Office of Noise Abatement and Control published this article that cites noise as a significant contributing factor to heart and circulatory disease, as well as possibly serving to impair immune function. It goes on to discuss the psychological impact of chronic noise, including an examination of the process by which annoyance over noise can result in extreme emotional responses accompanied by equally extreme behavior.

[Link to Us!](#)

[New Animal Control.Org](#)

[Barkingdogs.net Home Page](#)

Health and Well-Being Are Imperiled

By studying the impact that chronic noise has on people in hospitals, researchers from **Johns Hopkins University** have drawn some important conclusions that can be extrapolated to those subjected to the noise of chronic barking. The Johns Hopkins team concluded that, among hospital patients exposed to varying degrees of noise, that the extent to which the people suffered rose and fell right along with the noise level, as did their blood pressure. They also found that noise contributes to errors, interferes with healing and recovery, and has the potential to trigger Inflammatory responses. However, that should come as no surprise since European studies, also cited in the article, found that exposure to high noise levels increases the risk of heart attack by 50% for men and by 75% for women.

Heart Attack Risk is Significantly Increased

Researchers from **the Institute for Social Medicine** conducted a research study that demonstrated a clear, mild-to-moderate link between exposure to chronic noise and your likelihood of experiencing a heart attack. Remarkably, the research team found evidence to show that, even if noise does not annoy you, it may still be hurting you.

Sleep is Disrupted, Possibly Leading to Severe Physical as Well as Emotional Impairment

The British Journal of Occupational and Environmental Medicine published research with implications for everyone kept awake by noise. Their study clearly indicates that by allowing your barking dog to interrupt your neighbor's sleep, you may be impacting his judgment, impairing his coordination, slowing his reaction time, and dramatically increasing the chances that he will meet death or injury on the highway. Moreover, **the British Medical Association** has warned that, by allowing your barking dog to disrupt your neighbor's sleep, or by disrupting his sleep through any means for that matter, you are also greatly increasing the chances that his days will be marred by psychological suffering as he is overtaken by acute stress, anxiety, and depression.

Stress Develops, Further Imperiling Health

Researchers from **Sydney's Garvan Institute** published a study in ***the Journal of Experimental Medicine*** showing that stress often results in the release of a hormone called neuropeptide Y (NPY). NPY serves to prevent the human immune system from functioning properly, which can result in colds, flu, and even cancer. We know from other empirical research cited on this page that noise creates stress. Now we know that stress fosters illness. Thus, all doubt has been removed. Prolonged exposure to noise, like that of a barking dog, can make you very sick.

Violence and Rancor are Frequently Generated

One of the most pernicious side effects of exposing people to chronic barking is the rancor and violence that so frequently follow. In an effort to demonstrate that phenomena, we have created this link which will take you to ***the Barking Dog News***, where you will find stories of violent posturing, murder and mayhem that resulted when unworkable "anti-barking" laws forced people to square off with their neighbors - and try to settle it themselves.

The Health Effects of Environmental Noise - Other than Hearing Loss

Published by the Australian government, this 2004 document shows that the folks Down Under have come to understand the health risks that our ever present acoustic blight now poses to modern man.

**This page is the index of Section Seven:
the Harm section of barkingdogs.net**

Written by [Craig Mixon, Ed.D.](#),

Spanish translation - [Traducción al español](#)

Email us at quiet@barkingdogs.net

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JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE

To Board 11/3



STEVEN E. CHESTER
DIRECTOR

October 20, 2008

CERTIFIED MAIL 7006-0810-0003-1601-3727

Mr. Glenn Waggoner
6495 Forest Beach Drive
Brighton, MI 48116

Dear Mr. Waggoner:

SUBJECT: NOTICE OF VIOLATION

Department of Environmental Quality (DEQ) Complaint Number 08-47-0031-V
Property Location: Livingston County, T2N, R5E, Section 26

The DEQ has conducted an investigation and has determined that there has been recent unauthorized activity on the above referenced parcel of property. You have been identified as the landowner (and/or contractor) who constructed a wooden jetty and an underwater sea wall on Bretcke Lake.

A review of the DEQ's files indicates that no permits have been issued. The DEQ has, therefore, determined that this activity is in violation of Part 301, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Violation of this Part may subject the violator to enforcement action as provided by the statute.

The DEQ advises you to stop all unauthorized activity and bring the site into compliance with Part 301 **within 30 days** of the date of this letter.

To comply with Part 301, you must remove the jetty that extends from the shoreline into the lake and remove the underwater sea walls along the perimeter of the swimming beach (refer to the enclosed drawing).

Submit to this office, **in writing**, within ten days of receipt of this letter, the following information:

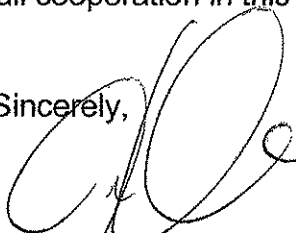
1. Reasons for the project.
2. Date work was undertaken.
3. Name(s) of the contractor(s) who did the work.
4. Your full name, primary address.
5. A reasonable timetable for restoration of the site, not to exceed 30 days.
6. Any additional information you would like the DEQ to consider in reviewing this matter.

Mr. Glenn Waggoner
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October 20, 2008

Please be advised that the DEQ will conduct a compliance inspection soon after the 30-day deadline. If the site is not restored, or if any further unlawful activity occurs on the site, this case may be referred for escalated enforcement action.

We anticipate and would appreciate your full cooperation in this matter. If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carol Valor', written over a faint circular stamp or watermark.

Carol Valor
District Representative
Land and Water Management Division
Phone Number

cc: Livingston County SESC Officer
Genoa Township Clerk



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE

To board 11/3



STEVEN E. CHESTER
DIRECTOR

October 20, 2008

CERTIFIED MAIL 7006-0810-0003-1601-3888

Ms. Linda Breed
6489 Forest Beach Drive
Brighton, MI 48116

Dear Ms. Breed:

SUBJECT: NOTICE OF VIOLATION

Department of Environmental Quality (DEQ) Complaint Number 08-47-0042-V
Property Location: Livingston County, T2N, R5E, Section 26

The DEQ has received a complaint that there has been recent unauthorized activity on the above referenced parcel of property. You have been identified as the landowner (and/or contractor) who used a power sprayer within the lake to relocate muck on the lake bed.

A review of the DEQ's files indicates that no permits have been issued. The DEQ has, therefore, determined that this activity is in violation of Part 301, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Violation of this Part may subject the violator to enforcement action as provided by the statute.

The DEQ advises you to stop all unauthorized activity at this location. You are directed to submit to this office, **in writing**, within ten days of receipt of this letter, the following information:

1. Reasons for the project.
2. Date(s) work was undertaken.
3. Name(s) of the contractor(s) who did the work.
4. Your full name, primary address.
5. Any additional information you would like the DEQ to consider in reviewing this matter.

We anticipate and would appreciate your full cooperation in this matter. If you have any questions, please contact this office.

Sincerely,

Carol Valor
District Representative
Land and Water Management Division

cc: Livingston County SESC Officer
Genoa Township Clerk