

**Genoa Charter Township
Regular Meeting
June 1, 2009
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: 5-18-09
3. Request to approve purchase of 8 laptops as presented.
4. Request to approve a lease agreement with New Par for the location of a Verizon Wireless antenna on the Oak Pointe water tower.
5. Request for adoption of Principles of Governance as provided by the Michigan Township Association.

Approval of Regular Agenda:

6. Discussion and approval of Township newsletter articles.
7. Report and discussion regarding Fire Committee meeting.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: June 1, 2009

TOWNSHIP GENERAL EXPENSES: Thru June 1, 2009	\$72,993.16
May 29, 2009 Bi-Weekly Payroll	\$39,070.93
June 1 2009 Monthly Payroll	\$11,000.97
OPERATING EXPENSES: Thru May 27, 2009	\$63,864.46
TOTAL:	\$186,929.52

Township of Genoa
User: angie

Accounts Payable
Checks by Date - Summary by Check Number

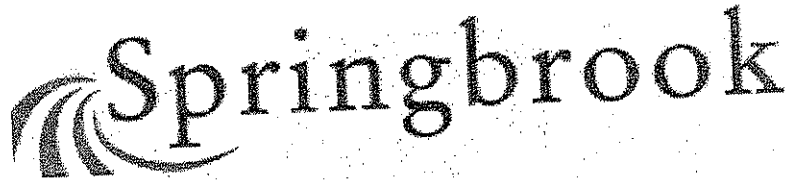
Printed: 05/27/2009 10:44
Summary

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25287	Administ	Total Administrative Services	06/01/2009	125.00
25288	Equitabl	Equivest Unit Annuity Lock Box	06/01/2009	20.00
25289	ADT	ADT Security Services, Inc.	05/22/2009	366.32
25290	EHIM	EHIM, INC	05/22/2009	5,000.58
25291	LYON M	Mike Lyon	05/22/2009	192.00
25292	RAETHER	Raether Top Soil	05/22/2009	95.00
25293	Unum	Unum Provident	05/22/2009	1,348.21
25294	LYON M	Mike Lyon	05/22/2009	258.00
25295	Administ	Total Administrative Services	05/29/2009	446.12
25296	Equitabl	Equivest Unit Annuity Lock Box	05/29/2009	220.00
25297	SOM-TRE	State Of Mich- Dept Of Treasur	05/29/2009	4,405.31
25298	Absol	Absolute Pest Control	06/01/2009	175.00
25299	AMER IMA	American Imaging, Inc.	06/01/2009	180.00
25300	ARCHINAL	Michael Archinal	06/01/2009	500.00
25301	AT&TLONG	AT&T Long Distance	06/01/2009	54.09
25302	Aviv	Aviva Life and Annunity Co.	06/01/2009	612.50
25303	BRIGFORD	Brighton Ford- Mercury, Inc.	06/01/2009	18,908.30
25304	CES	C.E.S.	06/01/2009	1.76
25305	COMCAST	COMCAST	06/01/2009	94.04
25306	Cooke	The Cooke Corporation	06/01/2009	130.00
25307	Dhae	Jeff Dhaenens	06/01/2009	160.00
25308	EHIM	EHIM, INC	06/01/2009	2,060.18
25309	FED EXPR	Federal Express Corp	06/01/2009	42.90
25310	FONSON	Fonson, Inc.	06/01/2009	16,789.33
25311	GENOA TW	Genoa Township	06/01/2009	336.06
25312	HEIKKINE	Heikkinen Law Firm	06/01/2009	2,000.00
25313	HUMPHT	Tesha Humphriss	06/01/2009	500.00
25314	HUNTR	ROBIN HUNT	06/01/2009	41.36
25315	LIVCTYAS	Livingston Cty Assessor's Assn	06/01/2009	20.00
25316	MASTER M	Master Media Supply	06/01/2009	822.56
25317	MI CHLOR	Michigan Chloride Sales LLC	06/01/2009	13,402.62
25318	MURRAY M	Robert Murray	06/01/2009	160.00
25319	Net serv	Network Services Group, L.L.C.	06/01/2009	45.00
25320	PETTYCAS	Petty Cash	06/01/2009	97.14
25321	SHELL	Shell	06/01/2009	299.84
25322	SKOLAR P	Paulette Skolarus	06/01/2009	38.50
25323	Tetra Te	Tetra Tech Inc	06/01/2009	1,780.76
25324	VERIZONW	Verizon Wireless	06/01/2009	592.25
25325	WALMART	Walmart Community	06/01/2009	72.43
25326	WASTE MA	Waste Management	06/01/2009	600.00

Report Total:

72,993.16

Accounts Payable
Computer Check Register



User: diane

Printed: 05/26/2009 - 12:30

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25295	Administ	Total Administrative Services	05/29/2009		446.12
				Check 25295 Total:	446.12
9729	AETNA LI	Aetna Life Insurance & Annuity	05/29/2009		25.00
				Check 9729 Total:	25.00
9730	EFT-FED	EFT- Federal Payroll Tax	05/29/2009		3,562.63 2,049.20 2,049.20 479.26 479.26
				Check 9730 Total:	8,619.55
9731	EFT-PENS	EFT- Payroll Pens Ln Pyts	05/29/2009		725.12
				Check 9731 Total:	725.12
25296	Equitabl	Equivest Unit Annuity Lock Box	05/29/2009		220.00
				Check 25296 Total:	220.00
9732	FIRST NA	First National Bank	05/29/2009		300.00 685.00 23,644.83

Check 9732 Total:

24,629.83

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25297

SOM-TRE

State Of Mich- Dept Of Treasur

05/29/2009

4,405.31

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Check 25297 Total:

4,405.31

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Report Total:

39,070.93

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**First National
Direct Deposit
MAY 29, 2009
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,064.09
Amy Ruthig		\$1,083.08
Angela Williams		\$762.17
Carol Hanus		\$1,286.82
Dave Estrada		\$1,075.27
Debbie Hagen		549.44
Deborah Rojewski		\$2,268.99
Diane Zerby		\$633.71
Genoa Township	\$24,629.83	
Greg Tatara		\$2,332.39
Judith Smith		\$1,153.30
Karen J. Saari		\$950.69
Kelly VanMarter		\$1,997.16
Laura Mroczka		\$1,561.46
Michael Archinal		\$2,479.80
Renee Gray		\$961.59
Robin Hunt		\$1,249.92
Susan Sitner		\$82.27
Tammy Lindberg		\$966.43
Tesha Humphriss		\$2,171.25
Total Deposit		\$24,629.83

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: diane
Printed: 05/20/2009 - 10:44
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25287	Administ	Total Administrative Services	06/01/2009		125.00
				Check 25287 Total:	125.00
9725	EFT-FED	EFT- Federal Payroll Tax	06/01/2009		1,929.91 659.99 659.99 154.36 154.36
				Check 9725 Total:	3,558.61
9726	EFT-PENS	EFT- Payroll Pens Ln Pyts	06/01/2009		193.33
				Check 9726 Total:	193.33
25288	Equitabl	Equivest Unit Annuity Lock Box	06/01/2009		20.00
				Check 25288 Total:	20.00
9727	FIRST NA	First National Bank	06/01/2009		7,054.03 50.00
				Check 9727 Total:	7,104.03
				Report Total:	11,000.97

First National
Direct Deposit
JUNE 1, 2009
Monthly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$7,104.03	
Adam Van Tassel		\$527.03
Gary McCririe		\$2,008.00
H.J. Mortensen		\$332.46
Jean Ledford		\$468.25
Paulette Skolarus		\$3,121.64
Steve Wildman		\$316.80
Todd Smith		\$329.85
Total Deposit		<u>\$7,104.03</u>

10:59 AM
05/27/09

#592 OAK POINTE WATER/SEWER FUND
Payment Of Bills
May 14 - 27, 2009

Type	Date	Num	Name	Memo	Amount
					-659.60
Check	05/22/2009	1401	PVS Nolwood Chemicals, Inc	Aluminum Sulfate	-422.66
Check	05/22/2009	1402	AT & T	05/07 thru 06/06/09	-510.00
Check	05/22/2009	1403	TETRA TECH, INC.	Inv#50256628	-521.98
Check	05/22/2009	1404	GEO TRANS, INC	INV# 50255412	-23.70
Check	05/22/2009	1405	STANDARD ELECTRIC	Invoice 1754368-02	-30,118.40
Check	05/22/2009	1406	SEVERN TRENT ENVIRONMENTAL SERVICES,	Invoice # 2041487, 2041489, 2041498	-5.96
Check	05/22/2009	1407	HI-LINE	Additional payment on Inv 2048938	-1,799.55
Check	05/22/2009	1408	UIS PROGRAMMABLE SERVICES	Inv# 530334492	-134.00
Check	05/22/2009	1409	BRIGHTON ANALYTICAL	Invoice 0509-62844 & 0509-62845	-6.46
Check	05/22/2009	1410	GRUNDY ACE OF HOWELL	Inv # 64907	-39.92
Check	05/22/2009	1411	HOWELLTRUE VALUE HARDWARE	Invoice 038861	-456.93
Check	05/22/2009	1412	HACH Company	Invoice # 6225852	-548.00
Check	05/22/2009	1413	Douglas Water Conditioning	Invoice 34046	-110.58
Check	05/27/2009	1414	AT & T	05/19 thru 06/18/09	
Total					-35,357.74

11:00 AM
05/27/09

#592 OAK POINTE WATER/SEWER FUND
Capital Improvement
Payment Of Bills
May 14 - 27, 2009

Type	Date	Num	Name	Memo	Amount
Check	05/21/2009	1054	FEDEWA, INC	Project 12736-09-002-W-1	-3,308.25
Total					-3,308.25

10:57 AM
05/27/09

#504 DPW RESERVE FUND
Payment Of Bills
May 14 - 27, 2009

Type	Date	Num	Name	Memo	Amount
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no checks issued

10:56 AM
05/27/09

#503 DPW UTILITY FUND
Payment Of Bills
May 14 - 27, 2009

Type	Date	Num	Name	Memo	Amount
Check	05/14/2009	1254	U.S. POSTMASTER	Oak Pointe Quarterly Mailing	-282.73
Check	05/15/2009	1255	Ultimate Customizing New	Invoice 5876	-685.49
Check	05/22/2009	1256	SWANN'S CLOTHING STORE	Inv 1654	-106.86
Check	05/22/2009	1257	NORTHWEST ENERGY	# 548266	-141.53
Check	05/22/2009	1258	SEVERN TRENT ENVIRONMENTAL SERVICES	Inv STES 2041498	-524.69
Check	05/22/2009	1259	White, Schneider, Young	Statement dated 05/08/09	-543.80
Total					-2,285.10

11:18 AM
05/27/09

#595 PINE CREEK W/S FUND
Payment Of Bills
May 14 - 27, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	05/27/2009	2039	GENOA-TWSP-ADMIN FEES	12/1/08 - 2/28/09	-3,439.66
Total					-3,439.66

11:19 AM
05/27/09

#593 LAKE EDGEWOOD W/S FUND
Payment Of Bills
May 14 - 27, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	05/22/2009	1527	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-834.60
Check	05/22/2009	1528	FONSON, INC.	Inv # 8331	-5,494.14
Check	05/22/2009	1529	Consumers Energy	Gas Service 4/8/09 - 5/7/09	-217.95
Check	05/22/2009	1530	AT&T	05/07 thru 06/06/09	-202.86
Check	05/22/2009	1531	MICHIGAN CAT	Customer#C26829	-1,100.00
Check	05/22/2009	1532	LIVINGSTON COUNTY DRAIN COMMISSION	INV 182	-544.44
Check	05/22/2009	1533	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv 2041488 & 2041498	-8,085.41
Check	05/22/2009	1534	Brighton Analytical L.L.C.	Invoice 0509-62897 Genoa Twp.	-67.00
Check	05/22/2009	1535	GEOTRANS, INC.	Inv#50255411	-489.06
Check	05/27/2009	1536	GENOA TOWNSHIP	Utility Billing dated 3/15/09	-2,438.25
Total					-19,473.71

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
MAY 18, 2009
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 and six persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 5-4-09

3. Request for approval to accept Chris Grajek's resignation from the Planning Commission.

4. Request for approval to appoint John McManus to the Planning Commission to complete Chris Grajek's position until the term expires on June 30, 2010.

5. Request for approval to purchase a new truck for the Township.

Approval of Regular Agenda:

Moved by Mortensen, supported by Smith, to approve for action all items listed under the regular agenda. The motion carried unanimously.

6. Request for approval of special use application, site plan and environmental impact assessment approval for a 21,000 square foot service center with 3 out-buildings 2 vehicle ports, 3,200 sq. ft. cold storage building and with outdoor storage of equipment and machinery, located on the west side of Grand Oaks Drive, south of Cleary Drive, Howell 48843, Sec. 5, petitioned by Consumers Energy.

A. Consideration for approval of special use application as recommended by the Planning Commission

Moved by Skolarus, supported by Ledford, to approve the special use application, subject to the following: That the storage of items higher than the 6' fence line will be confined to the rear portion of the property, preferably behind the cold storage building

and will be limited to gas pipes. This recommendation is made because the proposal is consistent with section 19.03 of the township ordinance regarding special uses. It is also consistent with the industrial zoning of the property and also provides a needed service to the public. The motion carried unanimously.

B. Consider approval of environmental impact assessment as recommended by the Planning Commission.

Moved by Hunt, supported by Ledford, to approve the Environmental Impact Assessment with attachments A, B & C. The motion carried unanimously.

C. Consider approval of site plan as recommended by the Planning Commission

Moved by Smith, supported by Wildman, to approve the site plan subject to the following:

1. The rendering and samples will become Township property following the Board meeting.
2. A combination of evergreen and deciduous trees shall be provided along the north property line as determined by staff sufficient to screen views of the rear overhead doors on the building from the adjacent parking lot
3. A combination of evergreen and deciduous trees in a number as determined by staff shall be provided to the east of the outdoor storage area to screen any views from Grand Oaks;
4. The requirements spelled out by the Township Engineer in her letter of May 5, 2009 will be complied with; and
 - A. Particular attention should be paid to item three in the letter regarding the new drainage easement being recorded prior to the land use permit being issued;
 - B. Approval by the Road Commission will be required;
5. Dust control measures will be added to the site plan.

The motion carried unanimously.

7. Request for approval of a fire works display on Big Crooked Lake, July 4th, 2009 by Pepper Bergin with the display being launched from the neighboring property owned by Rick Fischer (3751 Highcrest).

Moved by Smith, supported by Wildman, to approve the fire works display as requested. The motion carried unanimously.

8. Request for approval of an amendment to the Genoa Charter Township Depository Resolution and receive the Treasurer's report regarding investments.

Moved by Skolarus, supported by Wildman, to approve the amendment as requested by Hunt and receive the investment report. The motion carried unanimously.

9. Request for approval of Resolution No. 1 (to proceed with the project and direct the preparation of plans and cost estimates) for Fendt Road Improvement Project.

Moved by Smith, supported by Mortensen, to approve Resolution No. 1 as requested, amending the resolution, Exhibit B to make reference to the winter tax roll instead of this summer. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

10. Request for approval of Resolution No. 2 (to approve the project, schedule the first hearing and direct the issuance of statutory notices) for Fendt Road Improvement Project.

Moved by Skolarus, supported by Smith, to approve Resolution No. 1 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

11. Request for approval for resolution adopting the Articles of Incorporation of the Southeastern Livingston County Recreation Authority (SELCRA).

Moved by Skolarus, supported by Hunt, to table the resolution until Archinal can review the possibility of having Ledford be an “at large” person on the authority. The motion carried unanimously.

12. Request for approval of a resolution authorizing execution for the Water Tower Lease Agreement in regards to the Oak Pointe Water Tower.

Moved by Smith, supported by Mortensen, to table the resolution to allow negotiation of page 1, item 1 concerning the right to terminate. The motion carried unanimously.

Moody’s Investors Service affirmed an A3 rating on Genoa Township’s General Obligation Limited Tax Debt. This rating reflects a sound General Fund balance and favorable debt profile.

Paulette A. Skolarus
Genoa Charter Township Clerk

(Press/Argus 05/22/2009)

Memorandum

FROM: Adam VanTassell *AV*
TO: Michael Archinal *MA*
DATE: June 1, 2009
RE: Fiscal year computer equipment purchases

Per the Township Information Systems Replacement Schedule, the 7 laptops for the Zoning Board of Appeals members and staff are scheduled for replacement. In addition, one additional laptop is required to replace the laptop for the incoming Planning Commission member due to mechanical failure of the existing laptop. Attached please find a quote from NSG LLC for replacement laptops. Staff is recommending the HP Business Notebook 550 without Microsoft Office. The total cost will be \$5,912.00. This purchase is consistent with the established computer rotation schedule.

Please consider the following action.

**Moved by _____, supported by _____, to
approve the purchase of 8 laptops for \$5,912.00**



Network Services Group, LLC

P.O. Box 7646 • Ann Arbor, MI 48107 • Voice/Fax (877) 815-6974 • Web <http://www.nsgroupllc.com>

Proposal Prepared Exclusively For

Genoa Township

Wednesday, May 27, 2009

Thank you for taking the time to review this proposal. Included below please find pricing for some new laptop computer systems for your business.

Please indicate the Quantity Desired

Qty	Desc	Price
	HP Business Notebook 6530b Intel Core 2 Duo CPU 2.4G 2GB RAM, 250GB Hard Disk DVDRW, 14.1-WXGA Screen Windows XP Pro / Windows Vista Business 1 Year Mfg Warranty	\$ 899.00
	HP Business Notebook 6530b Intel Core 2 Duo CPU 2.4G 2GB RAM, 250GB Hard Disk DVDRW, 14.1-WXGA Screen Windows XP Pro / Windows Vista Business 3 Year Mfg Warranty	\$ 999.00
	HP Business Notebook 550 Intel Core 2 Duo CPU 1.8G 2GB RAM, 160GB Hard Disk Drive DVDRW, 15.4-WXGA Screen Windows XP Pro, Windows Vista Business 1 Year Mfg Warranty	\$ 739.00
	Microsoft Office 2007 Basic OEM License (Word, Excel, Outlook)	\$ 179.00
	Microsoft Office 2007 Small Business OEM License (Word, Excel, Outlook, Powerpoint, Publisher)	\$ 249.00
	Microsoft Office 2007 Professional OEM License (Word, Excel, Outlook, Powerpoint, Publisher, Access)	\$ 329.00

Service

NSG would be pleased to assist you with setting up your new notebook computer systems. NSG charges \$90 per hour for all service and support performed during normal business hours. After hours service is available on a per appointment basis at an additional rate. Typically setting up and configuring a new computer on a network, installing programs, and transferring data requires approximately 2-3 hours of service. However this can vary depending on the exact circumstances and you will be billed for the actual time required.

Order Acknowledgement:

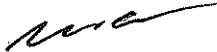
Name (Printed) _____ Title _____

Signature _____ Date _____

By signing above I authorize Network Services Group to proceed with the project described within this proposal and to order any required parts and materials that are required to do so. I also agree to provide a non-refundable deposit before work begins with the balance due upon completion. NSG will put forth a good faith effort to honor the pricing contained in this proposal for as long as possible, but cannot be held responsible for availability constraints or pricing increases by the manufacturer or distributor. If there is a discrepancy in the pricing at the time the order is placed you will be notified and may proceed or cancel the order at your option. All pricing and availability information is current as of the date on the proposal. Prices do not include sales tax. Invoice amounts over 30 days past due will accrue interest at the rate of 7% per annum. You will be responsible for all costs involved in collecting past due amounts, including interest, fees, and actual attorney fees.

MEMORANDUM

TO: Township Board

FROM: Michael Archinal; Manager 

DATE: 5/29/09

RE: Oak Pointe Water Tower Lease

This matter was tabled at the 5/18/09 Board meeting to allow the Township Attorney to negotiate the term of the agreement with Verizon. After considerable effort Mr. Heikkinen has Verizon in a position to likely agree to an initial five year agreement with three automatic extensions for a total of twenty years. The previous agreement was for four automatic extensions for a total of twenty-five years. Please consider the following action:

Moved by _____, supported by _____, to approve a lease agreement with New Par for the location of a Verizon wireless antenna on the Oak Pointe water tower.

Mike

From: Richard Heikkinen [thlf@sbcglobal.net]
Sent: Friday, May 29, 2009 9:55 AM
To: Mike
Subject: Fw: Revised Lease - Oak Pointe Water Tower - proposed Verizon Wireless Site 1132
Attachments: Water Tower Lease, v4 (final) - Site 1132 (Oak Pointe).doc; Memorandum of Water Tower Lease, v4 (final) - Site 1132.doc

Mike - Please review - Rick

--- On **Fri, 5/29/09**, Robert LaBelle <rlabelle@mnds-pllc.com> wrote:

From: Robert LaBelle <rlabelle@mnds-pllc.com>
Subject: Revised Lease - Oak Pointe Water Tower - proposed Verizon Wireless Site 1132
To: "Richard Heikkinen" <thlf@sbcglobal.net>
Cc: przybylo@mindspring.com
Date: Friday, May 29, 2009, 9:10 AM

Per your request, please find attached revised drafts of the Lease and Memorandum, reflecting as requested three, rather than four, extension terms. As I mentioned, this will be a very difficult thing to be approved at Verizon Wireless corporate, especially as the Township made no such demand on T-Mobile, which received four extension terms. However, as time is short and this will be placed on the June 1 Board meeting, I am providing the revisions now. I will, in the meantime, discuss this with Corporate. Just print out the attachments and substitute from the attached in the execution copies that you already have page 2 in Lease and page 1 in the Memorandum.

Please note that, as with all drafts, the attached are not intended as offers. The Lease will be binding on the parties only upon execution and delivery by both parties. (Also, Rick, the email address you provided for sending the lease to the township is a website not an email address. Can you forward this to your client? Thanks.)

Thanks for your help. I will see you on Monday evening. (Could you call and tell me the time of the meeting?)

Robert A. LaBelle, Esq.

MYERS NELSON DILLON & SHIERK, PLLC

40701 Woodward Avenue, Suite 235

Bloomfield Hills, Michigan 48304

248-203-2040 - phone

248-203-2045 - fax

CONFIDENTIALITY NOTICE: This message and any attachments may contain information that is confidential and/or legally privileged. It is intended for use only by the named recipients. If you are not a named recipient, please notify me immediately, and do not use this message or any attachments for any purpose or distribute or otherwise disclose its contents to any person, or copy or store it in any medium.

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MEMORANDUM OF WATER TOWER AGREEMENT

THIS MEMORANDUM OF WATER TOWER LEASE AGREEMENT, made this _____ day of _____, 2009, between THE TOWNSHIP OF GENOA, a Michigan municipal corporation, hereinafter designated "**LESSOR**", and NEW PAR, d/b/a Verizon Wireless, hereinafter referred to as "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "**Agreement**") on _____, 2009, for an initial term of five (5) years, commencing on the Commencement Date, as defined in the Agreement and as hereinafter described. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. LESSOR holds an easement over that certain parcel of property (the entirety of such easement parcel plus the Rights of Way defined below are together referred to hereinafter as the "**Property**"), located in Genoa Township, Livingston County, Michigan, described in Exhibit "A", attached hereto and made a part hereof. Pursuant to and in consideration of the rental and other agreements set forth in the Agreement, LESSOR hereby leases to LESSEE: (a) that certain space (the "**Tower Space**") on LESSOR's water tower (the "**Tower**") located on the Property; (b) a parcel of land on the Property (the "**Land Space**") described in Exhibit "A", sufficient for the installation of LESSEE's equipment building; and (c) non-exclusive easements (collectively, the "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under or along variable width easements described in Exhibit "A". The Tower Space, Land Space and Rights of Way are hereinafter collectively referred to as the "**Premises**". The Land Space and Rights of Way are described in Exhibit "A", and the Tower Space, Land Space and Rights of Way are substantially as shown on the plat of survey attached hereto and incorporated herein as Exhibit "B".

3. The "**Commencement Date**" of the Agreement, of which this is a Memorandum, is the date LESSEE commences installation of the equipment on the Premises or December 1, 2009, whichever occurs first; provided, however, that if the date of commencing installation of equipment is determinative and such date falls

between: (a) the first (1st) and the fifteenth (15th) day of the month, the "Commencement Date" shall be the first (1st) day of that month, or (b) the sixteenth (16th) and the last day of the month, then the "Commencement Date" shall be the first (1st) day of the following month.

4. LESSEE has the right of first refusal to purchase the Premises and the Property during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE, as though fully set forth herein.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:
THE TOWNSHIP OF GENOA

By: _____

Name: _____

Title: _____

LESSEE:
NEW PAR, d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC, its general partner

By: _____

Beth Ann Drohan,
Area Vice President Network

LESSOR'S ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me on _____, 2009, by _____, the _____ of THE TOWNSHIP OF GENOA, a Michigan municipal corporation, on behalf of the municipality.

Name: _____
Notary Public, _____ County, Michigan
Acting in Livingston County
My commission expires: __

SITE NAME: Oak Pointe
SITE NUMBER: MI-1.132
ATTY/DATE: 04-12-09

WATER TOWER LEASE AGREEMENT

This Agreement, made _____, 2009, between THE TOWNSHIP OF GENOA, a Michigan municipal corporation, hereinafter designated "**LESSOR**", and NEW PAR, d/b/a Verizon Wireless, hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the **Parties** or individually as the **Party**.

WITNESSETH

In consideration of the mutual covenants herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE that certain space (the **Tower Space**) on LESSOR's water tower (the **Tower**), located on an easement parcel in Genoa Township, Livingston County, Michigan, as shown on the Tax Map of Livingston County as Tax ID No. 11-27-301-003 and being further described in Liber 2247, Page 668, Livingston County Records (the entirety of such easement parcel plus the Rights of Way defined below are together referred to as the "**Property**"), together with a parcel of land ("**Land Space**") sufficient for the installation of LESSEE's equipment building, and together with non-exclusive easements (collectively, "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under or along variable width easements. The Tower Space, Land Space and Rights of Way are substantially described in **Exhibit "A"** and shown on **Exhibit "C"**, each attached hereto and made a part hereof, and are collectively referred to as the "**Premises**". In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE. LESSOR hereby grants permission to LESSEE to install, maintain and operate the communications equipment, antennas and appurtenances described in **Exhibit "B"** attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment, provided said replacement does not increase tower loading of the Tower.

2. Intentionally Omitted.

3. **TERM; RENTAL; ELECTRICAL.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of NINE THOUSAND SIX HUNDRED and 00/100 Dollars (\$9,600.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25. This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises or December 1, 2009, whichever occurs first. If the date of commencing installation of equipment is determinative and such date falls between the first (1st) and the fifteenth (15th) of the month, this Agreement shall commence on the first (1st) of that month, and if such date falls between the sixteenth (16th) and the thirty-first (31st) of the month, then this Agreement shall commence on the first (1st) of the following month (either of the foregoing or December 1, 2009, if applicable, being the "**Commencement Date**"). LESSOR and LESSEE shall acknowledge in writing the Commencement Date if the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. If the Commencement Date is the fixed date above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by February 13. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this

Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

(c) LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall install an electrical meter within the Property for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall install an electrical sub-meter within the Property for the measurement of electrical power used by LESSEE's installation. If such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at the address under Paragraph 25. LESSEE shall be permitted, during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and all related equipment and appurtenances within the Property, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. **EXTENSIONS.** This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively called the "**Term**".

5. **EXTENSION RENTALS.** The annual rental for the first (1st) five (5) year extension term shall be increased to ELEVEN THOUSAND FORTY and 00/100 Dollars (\$11,040.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to TWELVE THOUSAND SIX HUNDRED NINETY-SIX and 00/100 Dollars (\$12,696.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to FOURTEEN THOUSAND SIX HUNDRED and 40/100 Dollars (\$14,600.40); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to SIXTEEN THOUSAND SEVEN HUNDRED NINETY and 46/100 Dollars (\$16,790.46).

6. Intentionally omitted.

7. **TAXES.** LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of such sales tax), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each pay any taxes, levies, assessments and other charges, including franchise and similar taxes, imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment or charge that LESSEE is disputing in good faith in appropriate proceedings, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE may, at its sole option and at its sole cost, appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE, at

LESSEE's expense, in filing, prosecuting and perfecting such appeal or challenge, including but not limited to executing any consent, appeal or other similar document. If as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at LESSEE's discretion and option. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the utilities, equipment, antennas, conduits or frequencies are specified or not on any exhibit hereto, during the Term. This Agreement is contingent upon LESSEE obtaining after execution of this Agreement all of the certificates, permits and approvals (collectively, "***Governmental Approvals***") that may be required by any Federal, State or Local authority as well as satisfactory soil boring tests and structural analysis which will permit use of the Premises as set forth above. LESSOR shall cooperate with LESSEE to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's proposed use. If: (a) any application for such Governmental Approvals is rejected; (b) any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated; (c) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (d) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (e) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (f) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE may terminate this Agreement by notice given to LESSOR in writing by certified mail, return receipt requested. Termination shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE. (a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE agree that, at its own cost, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. The Parties each agree that it will include the other Party as an additional insured.

(c) LESSOR shall keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake, unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws, as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the an-

nual anniversary of the Commencement Date, provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR shall keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below) and comply with all rules and regulations enforced by the Federal Communications Commission (FCC) with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand, together with interest thereon from the date of payment at the greater of (a) ten percent (10%) per annum, or (b) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE may deduct the costs of the repairs from the succeeding monthly rental amounts due from LESSEE. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antennas on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space. Not later than fifteen (15) days following execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and, throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to execution of this Agreement by the Parties. If any after-installed LESSEE's equipment causes such interference, LESSOR shall notify LESSEE in writing and LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, provided that powering down such equipment shall be at LESSEE'S option. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. All equipment, conduits, fixtures and personal property of LESSEE shall remain LESSEE's personal property and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then-existing monthly rate, until removal of the building, antenna structure, fixtures and all personal property is completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises beyond the expiration of that removal period set forth in Paragraph 16, unless the Parties are negotiating a new lease or lease extension in good faith. If the Parties are not negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and fifteen percent (115%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR, during the Term, decides: (a) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (b) to grant to a third party by easement or other legal instrument an interest in or to that portion of the Tower and/or Property occupied by LESSEE, for the purpose of operating, maintaining or managing communications facilities, with or without an assignment of this Agreement, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property, or portion thereof, to such third person in accordance with the terms and conditions of such offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. **RIGHTS UPON SALE.** If LESSOR, during the Term, decides: (a) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (b) to grant to a third party by easement or other legal instrument an interest in or to that portion of the Tower and/or Property occupied by LESSEE, for the purpose of operating, maintaining or managing communications facilities, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. **TITLE.** LESSOR represents and warrants to LESSEE, as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that no liens, judgments or impediments of title on the Property or affecting LESSOR's title would prevent or adversely affect LESSEE's use or occupancy of the Premises as set forth above.

22. **INTEGRATION.** This Agreement contains all agreements, promises and understandings between the Parties and no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or the written acknowledgment under Paragraph 3. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. A Party's failure to insist upon strict performance of this Agreement or to exercise its rights under this Agreement shall not waive such performance or rights. A Party may at any time enforce such rights, taking such action as may be lawful under this Agreement, in law or in equity.

23. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the state in which the Property is located.

24. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of Genoa
2911 Dorr Road
Brighton, Michigan 48116
Attention: _____

LESSEE: New Par, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(telephone number 866-862-4404)

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. **SUBORDINATION AND NON-DISTURBANCE.** (a) At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "*Mortgage*") by LESSOR which from time to time may encumber all or part of the Property, Tower or rights of way; provided, however, as a condition precedent thereto, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in form reasonably satisfactory to LESSEE ("*Non-Disturbance Agreement*"), which shall at least provide that the encumbering party ("*Lender*"), Lender's successor-in-interest

a/or any purchaser of Lender's or its successor's interest or other ownership interest in the Tower or Property ("**Purchaser**") agree to: (i) recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods, (ii) honor all of the terms of and fulfill LESSOR's obligations under this Agreement, and (iii) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

(b) If LESSOR defaults in the payment or performance of any Mortgage or other interest encumbering the Property, LESSEE may, at its option and without obligation, cure LESSOR's default, be subrogated to all rights, titles, liens and equities of the holders of such Mortgage or other interest, and be entitled to deduct from rents the sums paid by LESSEE to cure such defaults.

28. RECORDING. LESSOR shall execute a Memorandum of this Agreement which LESSEE may record. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of the Term or rent payments.

29. DEFAULT. (a) If LESSEE breaches any provisions or obligations under this Agreement, LESSOR shall give LESSEE written notice thereof and LESSEE shall have fifteen (15) days from receipt in which to cure any monetary breach and thirty (30) days from receipt in which to cure any non-monetary breach, provided LESSEE shall have such extended period as is required beyond the 30-day period if cure would reasonably require more than thirty (30) days and LESSEE commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided above.

(b) If LESSOR breaches any provisions or obligations under this Agreement, LESSEE shall give LESSOR written notice thereof and LESSOR shall have thirty (30) days from receipt in which to cure such breach, provided LESSOR shall have such extended period as is required beyond the 30-day period if cure would reasonably require more than thirty (30) days and LESSOR commences the cure within such 30-day period and thereafter diligently and continuously pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided above. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice thereof, to perform an obligation if the failure to perform such obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that LESSOR shall have such extended period as is required beyond the 5-day period if cure would reasonably require more than five (5) days and LESSOR commences the cure within such 5-day period and thereafter diligently and continuously pursues the cure to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may, at its option (but without obligation), perform the defaulting Party's obligation on the defaulting Party's behalf, including, but not limited to, obtaining of required insurance policies, and the costs of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If either Party defaults with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which it may have, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under law or equity or this Agreement; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE, upon demand, the full undisputed amount thereof with interest thereon from the date of payment at the greater of (a) ten percent (10%) per annum, or (b) the highest rate permitted by law. If LESSOR does not pay the full undisputed amount within thirty (30) days of its receipt of an invoice, LESSEE may offset the full undisputed amount due, including all accrued interest, against rents and fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL. LESSOR warrants and represents that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Materials (as defined below) on, under, about or within the Property in violation of any Laws. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Laws. "**Hazardous Material**" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). The foregoing notwithstanding, LESSOR acknowledges that LESSEE shall be using and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and the same shall not constitute a violation or breach of this Paragraph. The Parties each agree to defend and indemnify the other Party and its partners, members, affiliates, agents and employees against any losses, liabilities, claims or costs, including attorneys' fees and costs, arising from any breach of any warranty, representation or agreement contained in this Paragraph.

32. **CASUALTY.** If the Tower or Premises is damaged by fire or other casualty that cannot reasonably be expected to be repaired within forty-five (45) days following same or if the Property is damaged by fire or other casualty that may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or casualty, terminate this Agreement upon fifteen (15) days' prior written notice; unless, prior to such notice, LESSOR completes the restoration required to permit LESSEE to resume its operation at the Premises. Upon such termination, the Parties shall make an appropriate adjustment, as of such termination date, of payments under this Agreement. Regardless, rent shall abate during any period of repair following such fire or casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. Intentionally omitted

34. **AUTHORITY.** Each Party warrants and represents to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now or hereafter in effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances) (collectively, "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost, comply with: (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. **SURVIVAL.** The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals the day and year first above written.

LESSOR: **THE TOWNSHIP OF GENOA**

By: _____

Its: _____

Dated: _____, 2009

LESSEE: **NEW PAR, d/b/a Verizon Wireless**

By: Verizon Wireless (VAW), LLC, its general partner

By: _____

Beth Ann Drohan,
Area Vice President Network

Dated: _____, 2009

Exhibit A

Legal Description of the land space water tower easement within the "Property":

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

A permanent easement located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°08'24" E, 33.02 feet; thence S 04°35'51" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 16°-08'56" E, 842.41 feet; thence N 13°57'50" W, 580.54 feet; thence N 87°20'43" E, 316.79 feet; thence N 76°02'10" E, 648.27 feet; thence S 01°19'07" E, 1,625.19 feet to the Point of Beginning; thence S 01°19'07" E, 102.61 feet; thence N 78°21'48" W, 102.61 feet; thence N 01°19'07" W, 102.61 feet; thence S 78°21'48" E, 102.61 feet to the Point of Beginning.

Legal Description of "Land Space":

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet; thence along the Southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records, in the following three (3) courses: S 88°33'16" E, 164.85 feet, N 86°29'24" E, 405.15 feet, and S 78°21'48" E, 674.48 feet; thence N 01°19'07" W, 47.33 feet to the Point of Beginning:

thence continuing N 01°19'07" W, 30.67 feet;
thence N 88°40'53" E, 23.33 feet;
thence S 01°19'07" E, 30.67 feet;
thence S 88°40'53" W, 23.33 feet to the Point of Beginning, being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; and containing approximately 716 square feet.

05/29/09

Legal Description of certain "Rights of Way":

Together with a variable width easement for access and utilities, the boundary of said easement being described as follows:

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W, 1,729.71 feet along the west line of said Section 27; thence N 87°07'33" E, 61.17 feet to the Point of Beginning:

thence N 04°35'31" W, 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 126, as recorded in Liber 2247, Pages 714-723, Livingston County Records,

thence S 88°33'16" E, 189.14 feet along the North line of the "Villas of Oak Pointe";

thence S 16°08'56" W, 6.36 feet;

thence northeasterly 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 02°18'50", long chord N 87°38'55" E, 11.59 feet;

thence N 86°29'31" E, 132.14 feet;

thence northeasterly 63.87 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 17°51'07", long chord N 77°33'59" E, 63.61 feet;

thence northeasterly 53.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°58'27", long chord N 74°37'38" E, 53.19 feet;

thence N 80°36'52" E, 39.76 feet;

thence S 81°37'12" E, 39.95 feet;

thence southeasterly 40.58 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°03'40" E, 40.54 feet;

thence S 72°30'08" E, 125.29 feet;

thence southeasterly 20.97 feet along the arc of a circular curve to the left, radius 205.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;

thence S 78°21'48" E, 272.86 feet;

thence northeasterly 146.57 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;

thence northeasterly 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle $52^{\circ}04'12''$, long chord N $38^{\circ}16'53''$ E, 32.48 feet;

thence northeasterly 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle $116^{\circ}12'52''$, long chord N $70^{\circ}20'48''$ E, 106.98 feet;

thence N $38^{\circ}27'24''$ E, 48.52 feet;

thence S $01^{\circ}19'07''$ E, 224.68 feet along the East line of said "Villas of Oak Pointe";

thence along the Southerly line of said "Villas of Oak Pointe", in the following three (3) courses:

N $78^{\circ}21'48''$ W, 708.68 feet;

S $86^{\circ}29'24''$ W, 405.15 feet; and

N $88^{\circ}33'16''$ W, 164.85 feet to the Point of Beginning;

Being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

05/29/09

Exhibit B

The antennas, cabling, conduit and related fixtures and equipment within the Land Space, the Property and on the Tower as shown on attached Exhibit C, made a part hereof.

Exhibit C

see attached survey and site plan

05/29/09



Dear Township Clerk:

"To err is human, to forgive divine."

Please forgive the errors on the prior Principles of Governance certificate recently mailed to you with your township's *2009-2010 Michigan Township Officials Directory*. An error in the certificates occurred during the merging and printing process by our vendor.

Please be assured, no township dues were used to pay for resending this certificate. We hope you will display this certificate proudly in your township hall or office.

Updated certificates to reflect board changes will be mailed upon request. Please contact the MTA office at (517) 321-6467 or e-mail rebecca@michigantownships.org.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "G. Lawrence Merrill".

G. Lawrence Merrill
Executive Director

Charter Township Of Genoa

Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations, and constituent services as we commit to safeguard our community's health, safety, and general welfare.

We pledge to:

- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor, and dignity to our public offices through collegial board deliberations, and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public on township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government, and freedom

These principles we pledge to our township, our state, and our country.

Gary McCririe, Supervisor

Robin L Hunt, Treasurer

Paulette A Skolarus, Clerk

Jean Ledford, Trustee

H. James Mortensen, Trustee

Todd Smith, Trustee

Steve Wildman, Trustee

Date



Fire Committee
Discussion

2009
LIVINGSTON COUNTY

ASSESSED AND EQUALIZED TOTALS

REAL AND PERSONAL PROPERTY

Assessment Jurisdiction	Real		Personal		Total Real & Personal	
	Assessed	Equalized	Assessed	Equalized	Assessed	Equalized
<u>Townships</u>						
Conway Twp	146,435,370	146,435,370	4,142,600	4,142,600	150,577,970	150,577,970
Cohoctah Twp	161,830,200	161,830,200	5,076,850	5,076,850	166,907,050	166,907,050
Deerfield Twp	223,385,628	223,385,628	5,444,291	5,444,291	228,829,919	228,829,919
Tyrone Twp	494,915,300	494,915,300	17,165,600	17,165,600	512,080,900	512,080,900
Handy Twp	300,123,830	300,123,830	33,545,900	33,545,900	333,669,730	333,669,730
Howell Twp	384,099,031	384,099,031	50,674,419	50,674,419	434,773,450	434,773,450
Oceola Twp	532,314,000	532,314,000	18,558,600	18,558,600	550,872,600	550,872,600
Hartland Twp	716,772,750	716,772,750	26,998,600	26,998,600	743,771,350	743,771,350
Iosco Twp	166,133,442	166,133,442	7,949,741	7,949,741	174,083,183	174,083,183
Marion Twp	457,953,650	457,953,650	19,350,300	19,350,300	477,303,950	477,303,950
Genoa Twp	1,192,778,200	1,192,778,200	62,450,000	62,450,000	1,255,228,200	1,255,228,200
Brighton Twp	1,045,174,829	1,045,174,829	78,982,143	78,982,143	1,124,156,972	1,124,156,972
Unadilla Twp	144,765,820	144,765,820	3,262,050	3,262,050	148,027,870	148,027,870
Putnam Twp	379,759,060	379,759,060	11,535,330	11,535,330	391,294,390	391,294,390
Hamburg Twp	1,079,754,547	1,079,754,547	23,376,700	23,376,700	1,103,131,247	1,103,131,247
Green Oak Twp	1,018,536,425	1,018,536,425	58,751,000	58,751,000	1,077,287,425	1,077,287,425
Township Totals	8,444,732,082	8,444,732,082	427,264,124	427,264,124	8,871,996,206	8,871,996,206
<u>Cities</u>						
Howell City	391,522,000	391,522,000	48,008,200	48,008,200	439,530,200	439,530,200
Brighton City	445,671,960	445,671,960	34,391,760	34,391,760	480,063,720	480,063,720
Fenton City	0	0	0	0	0	0
City Totals	837,193,960	837,193,960	82,399,960	82,399,960	919,593,920	919,593,920
County Totals	9,281,926,042	9,281,926,042	509,664,084	509,664,084	9,791,590,126	9,791,590,126



Genoa Township official Drop-off site for *Cell Phones for Soldiers*

Cell phones for Soldiers, initiated in 2004 by then 14-year-old Brittany Bergquist and her 13-year-old brother Robbie, use funds from recycled cell phones to buy prepaid phone cards for active duty military members – to help connect them with their families. After reading a story about a soldier who ran up a huge phone bill calling home from Iraq, these two teenagers decided to help out. They started by opening an account with \$21.00 of their own money. They are collecting cash donations and old cell phones. The cell phones are recycled for cash and the proceeds are used to buy prepaid calling cards for our soldiers serving in the Middle East. *Cell Phones for Soldiers* is a registered 501 (c) (3) non-profit organization. Through generous donations and the recycling of used cell phones from drop-off sites across the country, Cell Phones For Soldiers has already raised more than \$1 million and distributed more than 75 thousand phone cards to soldiers overseas.

Every 16 months, U.S. consumers are retiring an estimated 130 million cell phones and only 10 percent of those phones are being recycled. There are tons of phones in junk drawers across America, waiting to be collected and turned into calling card cash. For more information, please visit our website www.genoa.org or their official website www.cellphonesforsoldiers.com

Floodplain Ordinance Enacted

In September of 2008, the Federal Emergency Management Agency (FEMA) completed their mapping of Livingston County floodplains. Genoa Charter Township has enacted a Floodplain Ordinance to protect those property owners who could potentially be affected by flooding.

A number of resources have been placed on the Genoa Charter Township website at <http://www.genoa.org/departments/codeenforcement/floodplain>. Residents who wish to determine if their property is within a FEMA mapped floodplain can view the Township floodplain map generated from FEMA data or view a list of properties sorted by property address number. Homeowners who need assistance challenging their designation in a FEMA mapped floodplain can find on the site a list of recommended businesses from Livingston County.

Website

We welcome all visitors to our new and improved Township website. Launched in March of 2009, the website has been designed to service the needs of the community. The Township Staff will be adding more information and functionality as time goes on so please keep the site book-marked. Any comments or suggestions about our new website can be sent to adam@genoa.org.

Livingston County Solid Waste Program

The Livingston County Solid Waste Program will hold three household hazardous waste collections this year. This free event is open to all Livingston County residents wanting to remove hazardous chemicals from their homes, workshops and garages. Collections will be held August 8th and October 10th from 9:00 a.m. until noon. To obtain a list of accepted items, please visit www.co.livingston.mi.us/solid-waste or call (517) 545-9609. Residents must schedule an appointment.

Donate your old shoes

Today, there are many third world countries where children do not have shoes. Because they do not have shoes they are not allowed to attend school. They also are subject to infection when small cuts allow parasites to enter the body. You may have noticed drop boxes for clothes and shoes around Livingston County. **Soles4Souls**, a Nashville based company facilitates the donations of both new and used shoes, which are used to aid the hurting worldwide. Soles4Souls has distributed more than 5 million pairs (currently donating one pair every 13 seconds) to people in over 125 countries, including Honduras, Uganda, Romania, and the United States. The charity has been featured in Runner's World and the Green Guide by National Geographic. Visit www.giveshoes.org for more information or just drop your gently used tennis shoes or walking shoes in one of the bins along Grand River in Genoa Township.

LOOKING FOR YOUR INPUT

In these trying economic times there is significant competition for attracting and retaining residents and businesses. Genoa Township has undertaken a project to brand and market our community. If you would like to participate in this effort please visit our website: www.genoa.org. Look for "Genoa Charter Township Survey" under the Latest Township News section. If you do not have internet access and would like to complete a survey please contact the Township Manager's office at 810.227.5225

Notice: Genoa Township Residents

Refuse collection for July will be on your regular collection date either Monday July 6th or Tuesday July 7th.

POISON IVY

Like many spring leaves, poison ivy leaves start out bright red and then turn a shiny green for summer. (Keep in mind that new leaves can always be reddish even when they sprout in mid summer.) Sometimes it's hard to tell poison ivy from the tree it's climbing on, so be careful when cutting down trees for firewood as you can get a good case of poison ivy from the vine stuck to the tree - even in winter. Burning poison ivy is not a good idea because the smoke from the ivy invades your lungs and causes a rash inside your lungs. You can almost count on poison ivy growing at the edge of every field within its range and at the edge of every road, and the edge of every forest. It's a ground cover, a bush, a tree climber and it changes with the seasons.

Teach yourself and your kids to recognize those shiny leaves of poison ivy or poison oak. This oily plant changes with the seasons. Visit: <http://poison-ivy.org/> for complete information. Should you or one of your children come in contact with this poison, washing with Fels Naptha soap and water within 15 minutes of contact should prevent a breakout from the rash-spreading oil. Apply calamine lotion or cortisone cream to ease the itching. Be sure to wash your clothes and sneakers to prevent re-contamination.

INCREASE YOUR GAS MILEAGE:

Have you ever noticed that gas mileage in your family is different when different people are driving the same car. That is because some family members drive differently. Usually, men are more aggressive. If your gas guzzler is wasting too much gas, try the following techniques that were used by the Ford Team and recommended to consumers to save gas:

- Slow down and maintain even throttle pressure;
- Accelerate gradually and brake smoothly;
- Maintain a safe distance between vehicles and anticipate traffic conditions;
- Coast up to red lights and stop signs to avoid fuel waste and brake wear;
- Minimize use of heater and air conditioning to reduce the load on the engine;
- Close windows at high speeds to reduce aerodynamic drag;
- Apply the "Pulse and Glide" technique while maintaining the flow of traffic;
- Minimize excessive engine workload by using the vehicle's kinetic forward motion to climb hills, and use downhill momentum to build speed; and
- Avoid bumps and potholes that can reduce momentum.

These techniques helped achieve nearly 1,000 miles on a single tank of gas.

HELP KEEP POLLUTION OUT OF STORM DRAINS

There are four million vehicles in Southeast Michigan. Practicing good car care helps protect our lakes and rivers. **How?** Storm drains and roadside ditches lead to our lakes and rivers. So if motor fluids or dirty water from washing our cars are washed or dumped into the storm drain, it ultimately pollutes our waterways. In addition fertilizer should be kept away from our storm drains for the same reason.

- **Wash it – on the grass.** The dirty water and soap should not be sent to the storm drains.
- **Minimize.** Use less soap.
- **Sweep it.** Do you have extra fertilizer, grass clippings, or dirt on your driveway? Sweep it back onto your lawn.
- **Keep it Clean.** Whether in the street or in your yard, remember to keep leaves, grass clippings, trash, and fertilizers away from storm drains.
- **Only rain in the drain.** Never dump motor oil, chemicals, pet waste, dirty or soapy water down the storm drain. Once down the storm drain, all of these materials pollute our lakes and rivers.

(Recommended by SEMCOG partners for clean water)

To Beerd 6/1/09

Corresp.

JOHNSON ROSATI

LABARGE, ASELTINE & FIELD, P.C.

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 / Fax: 248.489.1726
www.johnsonrosati.com

Marcelyn A. Stepanski
mstepanski@jrlaf.com

May 19, 2009

Ms. Paulette Skolarus, Township Clerk
Township of Genoa
2911 Dorr Road
Brighton, MI 48116

PERSONAL AND CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

Status Report

Re: Dewey Thomas vs. Township of Genoa
MMRMA Occurrence No. 2007-38305-001 GPDZ
MMRMA Claim No. 131283
Date of Loss: 7/01/2006

Dear Ms. Skolarus:

I am writing to update you on the above-referenced matter. As you may recall, the circuit court granted summary disposition in favor of the Township in this case. Plaintiff subsequently filed a claim of appeal with the Michigan Court of Appeals, but failed to timely file his brief or seek an extension of time. The Court of Appeals recently issued a letter to Plaintiff's counsel advising that the appeal is eligible for involuntary dismissal. The Court advised that if the appellant's brief is not filed within 21 days of the date of the May 14, 2009 letter, \$250 in costs could be assessed and the appeal potentially dismissed. The Court noted that filings received after the 21st day may be accepted if the matter has not yet been submitted to the Court for dismissal, but that costs would be assessed. The Court stated that a brief filed at this juncture would not be considered timely for purposes of oral argument. As such, Plaintiff would be required to file a motion requesting reinstatement of oral argument. Finally, the Court advised Plaintiff to file a stipulation to dismiss if he wishes to abandon the appeal.

We will continue to keep you updated as developments occur. In the meantime, if you have any questions or comments, please do not hesitate to call.

Very truly yours,

JOHNSON, ROSATI, LaBARGE,
ASELTINE & FIELD, P.C.
Marcelyn A. Stepanski
Marcelyn A. Stepanski

MAS/mbm

cc: Michael Archinal, Township Manager
Gary McCririe, Township Supervisor
Richard Heikkinen, Township Attorney
Louise Duchesneau, MMRMA Claims
Joseph F. Galvin, Esq.