

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
MAY 3, 2010
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: 4-19-10
3. Consider approval of security cameras and paving for the Genoa Athletic Field Pavilion.
4. Consider approval of a proposal from Tom Rogers Asphalt for repairs at the Nielsen Fire Station.
5. Consider approval of a proposal for the installation of Township entrance signs.

Approval of Regular Agenda:

6. Discussion regarding the Dillon Water Agreement PILOT charge.
7. Consider first reading of an ordinance to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.
8. Discussion regarding ribbon cutting ceremony for the Genoa Athletic Field Pavilion.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: May 3, 2010

TOWNSHIP GENERAL EXPENSES: Thru May 3, 2010	\$23,324.64
April 30, 2010 Bi-Weekly Payroll	\$35,556.69
May 1, 2010- Monthly Payroll	\$10,806.70
OPERATING EXPENSES: Thru May 3, 2010	\$105,843.74
TOTAL:	<u>\$175,531.77</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26115	AT&TLONG	AT&T Long Distance	04/21/2010	51.39
26116	CARDM	Chase Card Services	04/21/2010	880.55
26117	DYKEMA	Dykema Gossett PLLC	04/21/2010	3,515.70
26118	EHIM	EHIM, INC	04/21/2010	962.20
26119	ETNA SUP	Etna Supply Company	04/21/2010	2,255.84
26120	FED EXPR	Federal Express Corp	04/21/2010	22.47
26121	Lincoln	Lincoln National Life Ins Co.	04/21/2010	1,194.69
26122	SHELL	Shell	04/21/2010	524.79
26123	SKOLAR P	Paulette Skolarus	04/21/2010	239.90
26124	Administ	Total Administrative Services	04/30/2010	596.12
26125	Equitabl	Equivest Unit Annuity Lock Box	04/30/2010	480.00
26126	Administ	Total Administrative Services	05/03/2010	125.00
26128	Equitabl	Equivest Unit Annuity Lock Box	05/03/2010	20.00
26129	StMiSac	State of Michigan-SAC	05/03/2010	166.23
26130	SOM-TRE	State Of Mich- Dept Of Treasur	04/26/2010	4,691.50
26131	ARCHINAL	Michael Archinal	05/03/2010	500.00
26132	COMCAST	COMCAST	05/03/2010	94.04
26133	CONTINEN	Continental Linen Service	05/03/2010	75.21
26134	DTE EN	DTE Energy	05/03/2010	192.89
26135	EHIM	EHIM, INC	05/03/2010	697.86
26136	HUMPHT	Tesha Humphriss	05/03/2010	500.00
26137	HUNTR	ROBIN HUNT	05/03/2010	41.36
26138	Mancuso	Mancuso & Cameron	05/03/2010	4,263.00
26139	MICHAS	Michigan Assoc. of Planning	05/03/2010	60.00
26140	Net serv	Network Services Group, L.L.C.	05/03/2010	45.00
26141	SIGNWRKS	Sign Works	05/03/2010	150.00
26142	SKOLAR P	Paulette Skolarus	05/03/2010	48.50
26143	VERIZONW	Verizon Wireless	05/03/2010	296.28
26144	WALMART	Walmart Community	05/03/2010	34.12
26145	WASTE MA	Waste Management	05/03/2010	600.00
Report Total:				23,324.64

**First National
Direct Deposit
APRIL 30, 2010
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$1,033.37
Carol Hanus		\$1,349.42
Caleb Klebig		\$308.65
Dave Estrada		\$1,070.97
Debbie Hagen		\$549.04
Deborah Rojewski		\$2,354.04
Diane Zerby		\$452.99
Genoa Township	\$24,975.02	
Greg Tatara		\$2,437.10
Judith Smith		\$1,155.68
Karen J. Saari		\$946.39
.....		
Kelly VanMarter		\$2,073.81
Laura Mroczka		\$1,635.37
Michael Archinal		\$2,745.73
Renee Gray		\$953.99
Robin Hunt		\$1,245.04
Susan Sitner		\$663.33
Tammy Lindberg		\$958.83
Tasha Humphriss		\$1,982.05
Total Deposit		\$24,975.02

Accounts Payable
Computer Check Register



User: diane

Printed: 04/23/2010 - 11:14

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26124	Administ	Total Administrative Services	04/30/2010		596.12
			Check 26124 Total:		596.12
9894	AETNA LI	Aetna Life Insurance & Annuity	04/30/2010		25.00
			Check 9894 Total:		25.00
9895	EFT-FED	EFT- Federal Payroll Tax	04/30/2010		3,886.69 2,093.37 2,093.37 489.59 489.59
			Check 9895 Total:		9,052.61
9896	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/30/2010		427.94
			Check 9896 Total:		427.94
26125	Equitabl	Equivest Unit Annuity Lock Box	04/30/2010		480.00
			Check 26125 Total:		480.00
9897	FIRST NA	First National Bank	04/30/2010		300.00 2,537.18 22,137.84

Check 9897 Total:

24,975.02

Report Total:

35,556.69

**First National
Direct Deposit
MAY 3, 2010
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$6,840.40	
Adam Van Tassel		\$522.73
Gary McCririe		\$2,178.11
H.J. Mortensen		\$415.57
Jean Ledford		\$626.65
Paulette Skolarus		\$2,938.94
Steve Wildman		\$158.40
Total Deposit		<u><u>\$6,840.40</u></u>

Accounts Payable
Computer Check Register



User: diane
Printed: 04/23/2010 - 14:31
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26126	Administ	Total Administrative Services	05/03/2010		125.00
Check 26126 Total:					125.00
9898	EFT-FED	EFT- Federal Payroll Tax	05/03/2010		1,655.34 654.41 654.41 153.06 153.06
Check 9898 Total:					3,270.28
9899	EFT-PENS	EFT- Payroll Pens Ln Pyts	05/03/2010		384.79
Check 9899 Total:					384.79
26128	Equitabl	Equivest Unit Annuity Lock Box	05/03/2010		20.00
Check 26128 Total:					20.00
9900	FIRST NA	First National Bank	05/03/2010		6,790.40 50.00
Check 9900 Total:					6,840.40
26129	StMiSac	State of Michigan-SAC	05/03/2010		166.23

Check 26129 Total:

166.23

Report Total:

10,806.70

9:40 AM
04/29/10

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
April 15 - 28, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	04/21/2010	1731	BUSINESS IMAGING GROUP	Irrigation Use Restriction Brochure	-562.12
Check	04/21/2010	1732	BRIGHTON ANALYTICAL	Inv #'s 0310-67140 & 67132	-134.00
Check	04/21/2010	1733	CITY ELECTRIC SUPPLY	Inv BRI/018873	-28.28
Check	04/21/2010	1734	DUBOIS COOPER ASSOCIATES INCORPORATE	Inv 729560 & 118480	-1,856.08
Check	04/21/2010	1735	NORTHWEST PIPE AND SUPPLY, INC.	Inv 105271	-405.84
Check	04/21/2010	1736	STANDARD ELECTRIC	VOID: Inv 1767166 00	0.00
Check	04/21/2010	1737	TETRA TECH, INC.	Inv 50345770	-149.25
Check	04/21/2010	1738	WASTE MANAGEMENT	Inv 3782909-1389-6	-102.38
Check	04/22/2010	1739	AT & T	VOID: April 1 - May 6 ,2010	0.00
Check	04/28/2010	1740	AT & T	April 13 - May 18 ,2010	-201.71
Check	04/28/2010	1741	DUBOIS COOPER ASSOCIATES INCORPORATE	Inv 118736	-709.74
Check	04/28/2010	1742	FASTENAL	Inv MIBRG54385	-72.83
Check	04/28/2010	1743	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv STES 2046239 & 2046241	-30,194.96
Check	04/28/2010	1744	HOWELLTRUE VALUE HARDWARE	Inv 044927	-5.20
Check	04/28/2010	1745	AT & T Long Distance	Inv 849416986	-0.07
Check	04/28/2010	1746	BRIGHTON ANALYTICAL	Inv #'s 0410-67236, 67243, 67278, 67285	-223.00
Total					-34,645.46

9:38 AM
04/29/10

#592 OAK POINTE -Capital Improvement
WATER/SEWER FUND
Payment of Bills
April 15 - 28, 2010

Type Date Num Name Memo Amount

no checks issued

9:36 AM
04/29/10

#595 PINE CREEK W/S FUND
Payment of Bills
April 15 - 28, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	04/21/2010	2057	City of Brighton	Acct # 003054-000	-37,617.30
Total					-37,617.30

9:17 AM
04/29/10

#503 DPW UTILITY FUND
Payment of Bills
April 15 - 28, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	04/21/2010	1436	BUSINESS IMAGING GROUP	Invoice 208443	-29.47
Check	04/21/2010	1437	D&G Equipment, Inc.	Inv 6082581	-282.37
Check	04/21/2010	1438	DUBOIS	Inv S602	-7,750.00
Check	04/21/2010	1439	LOWE'S	April 2010 statement	-2,037.07
Check	04/21/2010	1440	USABlueBook	Inv #'s 118089 & 124355	-1,797.81
Check	04/28/2010	1441	Verizon Wireless	March 13 - April 12, 2010	-288.46
Total					-12,185.18

9:33 AM
04/29/10

#504 DPW RESERVE FUND
Payment of Bills
April 15 - 28, 2010

Type Date Num Name Memo Amount

no checks issued

9:37 AM
04/29/10

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
April 15 - 28, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	04/21/2010	1715	City Of Brighton	Northstar #1 Conf CE & Northstar #2/Lake Edg	-19,202.27
Check	04/21/2010	1716	Brighton Analytical L.L.C.	March - April, 2010 invoices	-942.00
Check	04/21/2010	1717	GEOTRANS, INC.	Inv 50343739	-887.21
Check	04/21/2010	1718	Tetra Tech MPS	Inv 50345770	-99.50
Check	04/21/2010	1719	MHOG Utilities	7817 Bendix - 12/31/09 - 03/31/10	-13.72
Check	04/28/2010	1720	AT&T	April 13 - May 12, 2010	-43.26
Check	04/28/2010	1721	First National Bank	7777 Bendix overpayment of final bill	-207.84
Total					-21,395.80

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
APRIL 19, 2010
6:30 p.m.**

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal and no persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 4-5-10

3. Request for approval of an amendment to the Genoa Charter Township Depository Resolution as requested by the Township Treasurer.

Approval of Regular Agenda:

Moved by Hunt, supported by Ledford, to approve the regular agenda as presented. It was then moved by Mortensen, supported by Wildman, to enter into a closed session to discuss the purchase of real property at 6:35 p.m. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – Smith.

4. Request to enter into closed session to discuss the purchase of real property for which no purchase agreement is in effect pursuant to section 8 (e) of the 1976 Open Meeting Act.

The regular meeting of the board was resumed at 7:10 p.m. and adjourned.



Paulette A. Skolarus
Genoa Township Clerk

(press/argus 04/23/2010)

MEMORANDUM

TO: Township Board
FROM: Mike Archinal, Manager
DATE: 4/29/10
RE: Pavilion Completion

I am pleased to report that the pavilion project is complete and under budget. The budget was approved by the Board on January 4, 2010 at \$197,619.55 with a 5% contingency. Only one change order was executed for a modification to the drinking fountain at a cost of \$615. This modification was authorized after ITC donated \$1,000 to a “community project.”

The “Do Not Enter – Employee Parking Only” sign appears to be working better. Players are using the stairs but are not staying on the path because it is an indirect route. Where the base of the concrete steps meets the existing asphalt at the eastern- most bank of parking there is significant damage. In fact the entire bank is in poor condition. Pavement repair is covered under the General Fund Repairs and Maintenance line item. As this repair affects an area larger than is directly attributable to the pavilion project I am proposing that G.F. R & M pick up \$500.02 of the cost.

We have received a quote to install 150 L.F. of path to provide a more direct route to the north field as depicted in the attached drawing. The cost of the new path is \$3,312. We have also received a quote to repave the entire easterly parking area with a 2” overlay. The cost of the overlay is \$3,795.

The original cost estimate identified security cameras as being completed by others. We have received a quote to install three cameras at the pavilion and integrate existing cameras into a comprehensive DVR system. The cost is \$3,659.

$\$197,619.55 \times .05 = \$9,880.98$ Contingency

Contingency	\$9,880.98
ITC Donation	1,000.00
General Fund R&M	500.02
Drinking Fountain Change Order	(615.00)
Asphalt Path Connection	(3,312.00)
Easterly Parking Overlay	(3,795.00)
Security Cameras and DVR Interface	(3,659.00)
TOTAL	\$ 0

Please consider the following action:

Moved by _____, supported by _____, to approve the pavilion project change orders as presented.

Church officials advised the board that any other uses of the church would be contained within the building. Receptions for weddings or other events would be held in the other buildings of the camp.

Moved by Ledford, supported by Hunt, to approve the impact assessment with the following conditions:

1. The insertion of noise control measures will be added under “e” of the impact assessment received 12/29/2009;
2. Dust control measures will be taken;
3. The church’s outdoor service is planned to be held just once per year – near August 15th;
4. The township engineer’s letter dated 12/09/2009 will be complied with;
5. The fire department’s letter dated 12/07/09 will be complied with.

The motion carried unanimously.

6. Request to approve a construction management contract with B.D. Donovan Builders for construction of a park pavilion.

Moved by Mortensen, supported by Smith, to approve a construction management contract with B.D. Donovan Builders at a cost of \$197,619.55 plus a 5% contingency with the contract subject to attorney review and administrative committee approval for any changes. The motion carried unanimously.

The meeting was adjourned at 6:55 p.m.



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 01/09/2010)

GENOA TOWNSHIP PAVILION PROPOSED SCHEDULE

- Dec. 16th Letter of intent to unit structures (for Feb 15th delivery & cover site)
- Jan. 4 Award design build contract
- Jan 5 – 17th Complete design documents
- Jan 18 – 31st Permits
- Feb 1 – 7th Foundations & boring
- Feb 8 – 14th Underground & plumbing & Electrical in Twp. Hall, grinder pump
- Feb 15 – 21st Erect structure & shingle
- Feb 22 thru
March 22nd Masonry & rough plumbing & electrical
- Mar 22 – 28th Carpentry & rough plumbing, electrical & ventilation
-
- Mar 29 thru
April 4th Pour interior & exterior slabs & concrete stairs
- April 5 – 11th Finish painting, measure exterior handrail, layout playground & accessories
- April 12 – 18th Finish electrical, plumbing, ventilation, signage, irrigation & landscaping, install handrail & artificial turf.
- April 19 thru
May 2nd Misc. work, JOB COMPLETE

Application and Certificate for Payment

TO OWNER:	Charter Township of Genoa 2911 Dort Road Brighton, MI 48116	PROJECT:	0850 - Genoa Township Pavilion 2911 Dort Road Brighton, MI 48116	APPLICATION NO:	003	Distribution to:	OWNER: <input type="checkbox"/>
FROM	BD Donovan Builders 7785 Hamburg Road Brighton, MI 48116	VIA		PERIOD TO:		ARCHITECT: <input type="checkbox"/>	CONTRACTOR: <input type="checkbox"/>
CONTRACTOR:		ARCHITECT:	Lindhout Associates Architects 10465 Citation Drive Brighton, MI 48116	CONTRACT FOR:	General Construction	FIELD: <input type="checkbox"/>	
				CONTRACT DATE:	0850 / /		
				PROJECT NOS:	0850 / /		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

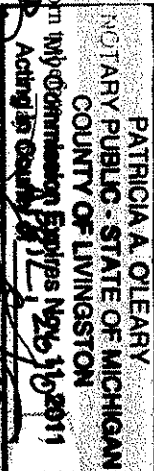
- 1. ORIGINAL CONTRACT SUM..... \$197,619.55
- 2. NET CHANGE BY CHANGE ORDERS..... \$615.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$198,234.55
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$198,234.55
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703): \$0.00 = \$0.00
 - b. 0 % of Stored Material (Column F on G703): \$0.00 = \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$198,234.55 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$140,377.45 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE..... \$57,857.10
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)..... \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$615.00	\$0.00
TOTALS	\$615.00	\$0.00
NET CHANGES by Change Order		\$615.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]* Date: 4-22-10

State of: _____
 County of: _____
 Subscribed and sworn to before me on this 22nd day of April, 2010.
 Notary Public: *[Signature]*
 My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$57,857.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 4/22/10
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Genoa Chart Township - Park Pavilion Project

B.D. Donovan Builders

App #1

App #2

App #3

Compl.

1/4/2010

2/28/2010

3/31/2010

4/30/2010

Project Cost Summary

Item	Bidders					
Site Balance	Fonson Const	\$ 500.00	\$ 500.00			100.00%
Directional Boring Utilities	R.C. Directional Boring	\$ 4,000.00	\$ 4,000.00			100.00%
Fill Sand under slab	BD Donovan	\$ 500.00	\$ 500.00			100.00%
Landscape + irrigation	TBD	\$ 5,000.00	\$ -		5000	100.00%
Artificial Turf	DP and Hoffman Playworks	\$ 9,205.00	\$ -		9205	100.00%
Grinder Installation	Fonson Const	\$ 5,280.00	\$ -	\$ 5,280.00		100.00%
Foundations	BD Donovan	\$ 7,675.00	\$ 7,675.00			100.00%
Concrete Slab, Rigid Insulation	Signature Concrete	\$ 6,000.00	\$ -	\$ 6,000.00		100.00%
Exterior Concrete Walks & Stairs	Signature Concrete	\$ 4,600.00	\$ 4,600.00	\$ -	\$ 4,600.00	100.00%
Steel Railing	S&G Erectors	\$ 5,000.00	\$ -	\$ 5,000.00		100.00%
Laminated Timber	Unit Structures	\$ 12,000.00	\$ 12,000.00	\$12,000.00		100.00%
	N.A. Manns	\$ 33,252.00				
Other Framing Materials	N.A. Manns	\$ 2,000.00	\$ 2,000.00			100.00%
Framing Labor	Donovan / Shipley LLC	\$ 4,400.00	\$ 4,400.00			100.00%
Roofing	Teamwork Builders	\$ 2,600.00	\$ 2,600.00			100.00%
Hollow Metal Doors / Hardware	R.K. Hoppe	\$ 3,754.00	\$ 754.00		3000	100.00%
Electrical	K&J Electric	\$ 14,566.00				
	Fillion Construction	\$ 11,750.00	\$ 11,750.00	\$ 1,200.00	\$ 4,000.00	\$ 6,550.00
Added Recept Toilets	Fillion Construction	\$ 250.00	\$ 250.00	\$ -	\$ 125.00	\$ 125.00
Ventilation	D&R Heat + Cool	\$ 700.00	\$ -	\$ 700.00		100.00%
Plumbing	Northern Plumbing	\$ 30,975.00	\$ 30,975.00	\$ 9,000.00	\$ 8,000.00	\$ 13,975.00
	Needham & Son	\$ 43,590.00				
	EZ Flow Plumbing	\$ 31,595.00				
Masonry	BD Donovan	\$ 17,950.00	\$ 17,950.00	\$ 7,000.00	\$10,950.00	100.00%
	Sterling Masonry	\$ 18,675.00				
	Bedola Masonry	\$ 17,950.00				
Insulation	BD Donovan	\$ 750.00	\$ -	\$ 750.00		100.00%
Drywall	Don Maki	\$ 1,000.00	\$ -	\$ 1,000.00		100.00%
Painting / Finishes	Prime Time Painting	\$ 4,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	100.00%
Specialties - Toilet Rms, Signs	Gee Company	\$ 3,000.00	\$ -		3000	100.00%
Sub Contract Sum		\$ 142,889.00	\$ 51,629.00	\$ 48,405.00	\$ 42,855.00	100.00%
General Conditions						
Design / Engineering	Lindhout Associates	\$ 18,750.00	\$15,000.00		\$ 3,750.00	100.00%
Permits		\$ 1,000.00	\$ 1,000.00			100.00%
Job Clean Up	BD Donovan	\$ 1,500.00	\$ -	\$ 500.00	\$ 1,000.00	100.00%
Dumpsters	Len's Rubbish	\$ 800.00	\$ -	\$ 600.00	\$ 200.00	100.00%
Misc + Weather Protection	BD Donovan	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	100.00%
Supervision	BD Donovan	\$ 12,124.00	\$ 12,124.00	\$ 4,380.67	\$ 4,107.12	\$ 3,636.21
Project Manager	BD Donovan	\$ 5,455.80	\$ 5,455.80	\$ 1,971.30	\$ 1,848.20	\$ 1,636.29
Builders Fee	4%	\$ 7,600.75	\$ 2,746.32	\$ 2,574.83	\$ 2,279.60	
GUARANTEED MAXIMUM PRICE		\$ 197,619.55		\$ 60,535.15		
Change Order 1 - Drinking Fountain	Northern Plumbing	\$ 615.00		\$ 615.00		100.00%
REVISED GUARANTEED MAXIMUM PRICE		\$ 198,234.55				

\$79,227.30 **\$61,150.15** **\$ 57,857.10**
 Due Amount Due Amount Due Amount

B.D. Donovan Builders, Inc.

7785 Hamburg Road • Brighton, Michigan 48116 • (810) 231-2355 • Fax (810) 231-6584

April 22, 2010

PROPOSAL

Genoa Township
2911 Door Road
Brighton, MI 48116

ATTN: Mike Archinal
RE: Asphalt paving at the township hall & pavilion

Dear Mike:
We hereby propose the following work:

Proposal #1 Provide 150 LF. X 8ft. wide x 2 ½" thick asphalt connector at the soccer fields. (Remove topsoil, place 6" crushed concrete and pave with 2 ½" asphalt).

Proposal #1 Total \$3,312.00

Proposal #2 Repave 20 ft. x 140 ft. easterly parking area. (Mill edge of asphalt, bond coat and pave 2" and re-strips 4" lines).

Proposal #2 TOTAL \$3,795.00

Thank you for the opportunity to bid your project.

Sincerely,



Brian Donovan

PARTIAL SITE PLAN

TOWNSHIP HALL
DRIVEWAY

BATHROOM PAVILION

ASPHALT BIKE
PATH

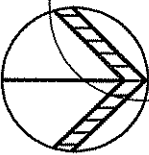
DUMPSTER ENCLOSURE

Ne E



SCALE: 1:20 0950

NORTH



Lindhout Associates architects aia pc

10465 citation drive, brighton, MI 48116-9510
www.lindhout.com (810)227-5668 fax:(810)227-5855

PATH EXTENSION
issued for

04-29-10
date

dr: djm
app'd:



April 28, 2010

Genoa Township
2911 Dorr Road
Brighton, MI 48116
Attn: Mr. Adam VanTassell

Dear Mr. VanTassell,

Thank you for giving Allstar Alarm LLC the opportunity to quote on the CCTV System for the Genoa Township Gazebo. After a walk- thru of your building and the grounds Allstar Alarm LLC proposes the following:

Speco- CCTV

- One (1) DVR8TL500- 8 Channel DVR with 500GB hard drive and free DDNS server for remote viewing.
- Three (3) HT650IRVF- High Resolution, Weatherproof, Outdoor Color Dome, Vandalproof Cameras, 3-12mm varifocal lens. (Watching restroom doors and under pavilion)
- One (1) 8 Camera Power Supply
- DVR will be placed in the existing DVR room with the existing monitor. The existing cameras will be connected to the new DVR.
- The DVR will be connected to your existing computer network to be viewed by any computer on your network. You must have an open port on your Network. The DVR8TL can also be viewed from a remote location. (If you have an IT person, we need to have that person present during network set-up)

Total Installed Price: \$3,659.00 (This price includes all miscellaneous hardware, wire, software and instruction. Our technicians will adjust camera views with you present to achieve your desired picture. Sales tax was excluded in this price.)

Please contact me at 810-923-2856 or jeffroelofs@allstaralarmllc.com with any further questions or how to proceed.

Sincerely,

Jeff Roelofs

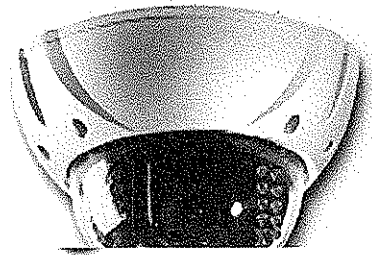
Authorization to Proceed

(Sign)

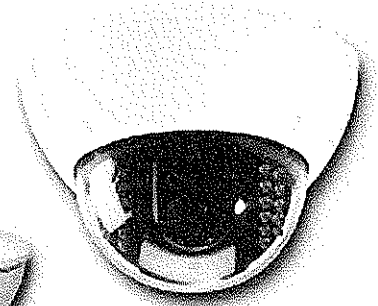
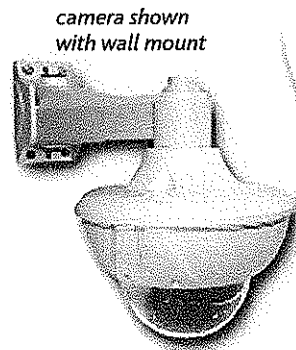
Date

speco technologies®

HT650 Series High Resolution Color Vandalproof, Weatherproof Dome Camera with IR LEDs



HT650IRVFBQS
(silver)



HT650IRVFBQW
(white)

Features

- 540 lines resolution
- Internal IR LEDs with anti-reflective technology
- 22M IR range using 22 IR LEDs
- Tamperproof construction
- IP67 rated for extreme weather applications
- Optional wall, ceiling & junction box adaptors are available
- Available in white & silver housings
- Multi-function dip switches for precise camera adjustment

Specifications

CCD	1/3" SONY HQ1™ + DSP
Resolution	540 Lines
Lens	2.8-11mm F1.4 varifocal auto iris lens
Number of Pixels	768 H x 494 V
Cell size	9.6µm H x 7.5µm V
TV Type	NTSC
Sync Type	Internal
Scanning System	2:1 Interlace
Video Output	1.0 Vp-p (sync negative) into 75 ohms
Video Test Output	Cable included
Gamma Characteristic	γ=0.45 typ.
Min. Illumination	0 Lux (22M range) with LED on, 0.5 Lux with LED off
S/N Ratio	48dB or more (AGC off)
Gain Control	Automatic
Electronic Shutter	1/60 Sec to 1/100,000 Sec
AGC	ON/OFF
BLC	ON/OFF
Flickerless	ON/OFF
Day/Night Filter Exchange	AUTO
Power Supply	Regulated 12V DC power supply included
Consumption Current	Max. 360mA
Reverse Polarity Protection	YES
Operating Temperature	-20°F to 120°F
Accessories Available	650WMT - Wall Mount 650CMT - Ceiling Mount 650TBMT - Junction Box 650CP - Corner/Pole Mount 650STRAP
Dimensions	.6" Dia. x 3.75" H

Specifications subject to change

For more information contact us at:

Speco Technologies 200 New Highway, Amityville, NY 11701 Web: www.specotech.com
Toll Free: 1-800-645-5516 In Metro NY: 631-957-8700 Fax: 631-957-9142 or 631-957-3880

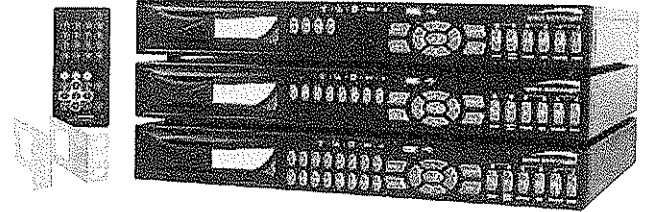
DVR4TL250*	4 Channel H.264 Pentaplex DVR
DVR8TL250*	8 Channel H.264 Pentaplex DVR
DVR16TL250*	16 Channel H.264 Pentaplex DVR

*Standard DVR comes with a 250GB HDD. Other configurations available up to 4TB.

NOTE: If the optional DVD/RW is added to any of these DVRs, 1 of the HDD slots will be removed and the new total HDD size will be 2TB.

Features

- EZ Record, Copy & Setup
- Recording Rate: 240 fps
- H.264 high quality compression saves HDD space
- Optional DVD/RW available
- Pentaplex operation enables simultaneous live view/playback while continuing to record/network transfer or backup
- Remote monitoring/recording/playback/change system settings/dome camera control via Ethernet and/or Internet
- 1 Audio channel for each camera input
- Multiple built-in dome camera protocol (RS485): including Pelco D, Pelco P, AD422, Fastrax, DynaColor, JVC, Panasonic
- Automatic camera detection (Plug & Play)
- Digital Zoom 2 x 2 in live mode
- Covert camera operation provides enhanced security and administrator control
- Dynamically programmable recording priority, motion detection, alarms, and scheduling, continuous
- Programmable call-monitor / VGA outputs
- Multiple language on-screen menus
- Password to secure installation authorization
- Network software supports static IP, DHCP, PPPoE and DDNS
- Network hardware supports 10/100M bps
- HDD size: 250GB standard, up to 2 SATA HDDs internal available
- USB 2.0 port for video clip exporting/backup/easy software upgrade via USB Flash Drive
- Free CMS Web-based remote, MAC[®] & PC compatible software included
- Free DDNS server for use with dynamic IP addresses
- Remote control and rack ears included
- Power Consumption: Start up @ 80 Watts, Running @ 50 Watts
- Heat Dissipation: 2.85 BTU/Minute
- Dimensions: 17.32" W x 2.17" H x14.2" D
- Operating temperature: 32° F to 104° F
- Weight: 6.6 lbs.
- 3 year warranty



Speco Technologies is constantly developing product improvements.

We reserve the right to modify product design and specifications without notice and without incurring any obligation.

Rev. 2/19/10

For more information contact Speco Technologies

200 New Highway, Amityville, NY 11701 • Toll Free: 1-800-645-5516 • Fax: 631-957-9142 or 631-957-3880
www.specotech.com

Technical Specifications:
 4, 8 or 16 Channel H.264 Pentaplex
 Digital Video Recorders with 250GB HDD



Model Name		DVR4TL250	DVR8TL250	DVR16TL250	
Video	Operating System	Embedded Linux			
	Input	BNC x 4, 1.0Vp-p, 75 Ohm	BNC x 8, 1.0Vp-p, 75 Ohm	BNC x 16, 1.0Vp-p, 75 Ohm	
	Outputs	Main	BNC x 1, 1.0Vp-p, 75 Ohm		
		Call	BNC x 1, 1.0Vp-p, 75 Ohm		
	VGA Output	800 x 600, 1024 x 768, 1280 x 1024			
Picture Refresh Rate	NTSC: 120pps / PAL: 100pps	NTSC: 240pps / PAL: 200pps	NTSC: 240pps / PAL: 200pps		
Audio	Input	4 x RCA, 1 Per Channel	8 x D-Sub, 1 Per Channel	16 x D-Sub, 1 Per Channel	
	Outputs	Main	RCA		
		Call	RCA		
	Compression Method	Proprietary			
Data Rate	8Kb/sec. Per channel				
Recording	Compression Method	H.264			
	Recording Mode	Schedule, Continuous, Alarm, Motion			
	Resolution & Rate	NTSC: 30pps @ 720 x 480 60pps @ 720 x 240 120pps @ 352 x 240	NTSC: 60pps @ 720 x 480 120pps @ 720 x 240 240pps @ 352 x 240	NTSC: 60pps @ 720 x 480 120pps @ 720 x 240 240pps @ 352 x 240	
		PAL: 25pps @ 720 x 576 50pps @ 720 x 288 100pps @ 360 x 288	PAL: 50pps @ 720 x 576 100pps @ 720 x 288 200pps @ 360 x 288	PAL: 50pps @ 720 x 576 100pps @ 720 x 288 200pps @ 360 x 288	
	Recording Mode	5 Level Presets			
	Image Size	1KB to 22KB / Picture Per Camera			
	Storage Mode	Linear / Circular			
Data Lifetime	Programmable				
Storage	On-board	2 x SATA			
	Export	2 x USB 2.0, Support for Flash Drive & External CD/DVD-RW, Optional Built-in DVR-RW			
Alarm	Alarm Input	D-Sub Connectors, 1 Per Channel			
	Alarm Relay Output	D-Sub			
	Alarm Detection	N.C./N.O., Programmable			
	Motion Detection	16 x 12 Grid Array, Sensitivity, Trigger Threshold Adjustable			
	Video Loss Detection	Auto / Relay Output Programmable			
Communication	Network Connectivity	Ethernet RJ-45, 10/100Mbps, Support Static, DHCP, PPPoE			
	Remote Control Software	Mac®, Java™, SpecoRemote (Supports IE6 or Greater), CMS (v.2.2 or Greater)			
	Remote Operation	Monitor, Playback, Record, System Setup, Archive, Remote Burn			
	RS-485	D-Sub			
	IR Remote	Included			
	Dome Control Protocol	Pelco P/D, AD422, Fastrax 2, Dynacolor, JVC			
General	Unit Dimensions	17.32" W x 2.17" H x 14.2" D			
	Unit Weight	6.6 lbs.			
	Package Dimensions	21.5" W x 6.4" H x 17.56" D			
	Package Weight	10 lbs.			
	Operation Temperature	32°~104° F			
	Relative Humidity	10-90% Non-Condensing			
	Power Supply	AC 100~240 V AC, 50-60Hz, 60W			

For more information contact **Speco Technologies** 200 New Highway, Amityville, NY 11701
 Toll Free: 1-800-645-5516 Fax: 631-957-9142 or 631-957-3880 Website: www.specotech.com

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Manager

DATE: 4/29/10

RE: Chilson Station Crack Seal and Catch Basin Repair *ma*

Attached you will find three pictures of the pavement at our Nielsen Fire Station. Cracking has occurred around a storm sewer catchbasin and pipe. This type of cracking is not uncommon and is usually related to poor compaction of backfill. Because the pavement is fairly new and the cracking is not prevalent we should be able to significantly extend the life of the pavement by crack sealing to problem area. The proposal also includes installing an 8' x 8' concrete apron around the catch basin and filling a small low area that is holding water.

Please consider the following action:

Moved by _____, supported by _____, to approve a proposal from Tom Rogers Asphalt in the amount of \$3,240 for repairs at the Nielsen Station.

TOM ROGERS ASPHALT, INC.

ASPHALT PAVING & SEALING
Industrial • Commercial • Residential
P.O. Box 355 • Howell, MI 48844
Phone/Fax (517) 548-2162

PROPOSAL

PROPOSAL SUBMITTED TO <i>Genoa Twp Hall</i>	PHONE	DATE <i>4/21/10</i>
STREET	JOB NAME <i>Fires Hall Chubbow Rd</i>	
CITY, STATE AND ZIP CODE	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

*SAW CUT, Remove Asphalt 8' x 8' x 6"
Pour Cement around catch BASIN
@ 800⁰⁰*

*Patch 3' x 1' Low spot Fld 840' of
cracks with Hot Rubber Tapping Seal
Hot Restrippe 4" Lines
@ 2240⁰⁰*

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

Net on completion

A delinquency charge of 1-1/2% per month (but not in excess of the lawful maximum) will be added on any amount not receivable in accordance with specified terms.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. One year warranty on materials and workmanship of asphalt work. No warranty of reflexion cracking of new pavement if placed over existing concrete or cracked asphalt. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Tom Rogers

NOTE: This proposal may be withdrawn by us if not accepted

within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.


Signature _____

Date of Acceptance _____

Signature _____

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Manager 

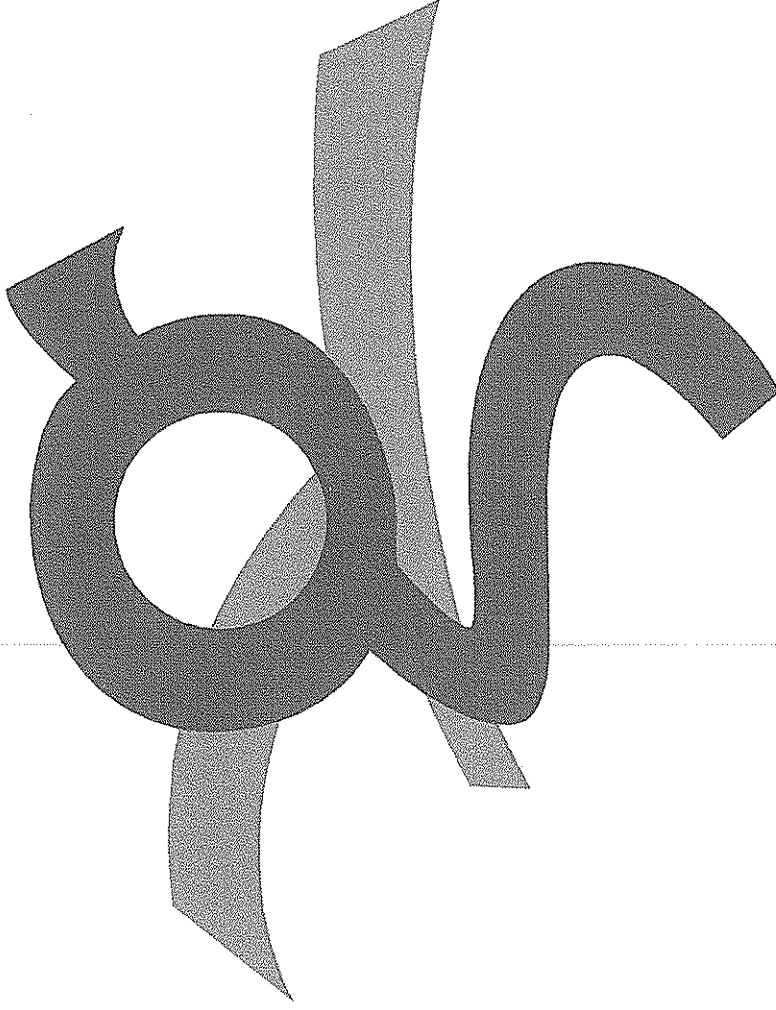
DATE: 4/29/10

RE: Entrance Signs

As part of the Township branding effort we are proposing to install new jurisdictional boundary signs. Attached is a quote from Sign Works for 24 entrance signs with the new Township logo. Also attached is a memo from the Planning Director noting sign locations. I have consulted with the County Road Commission and the signs are compliant with MUTCD standards. The Road Commission has agreed to have their sign crew do the installations for us. Please consider the following action:

**Moved by _____, supported by _____, to approve the purchase of
24 entrance signs at a cost of \$1,320.**

WELCOME



GENOA
township

No 30131

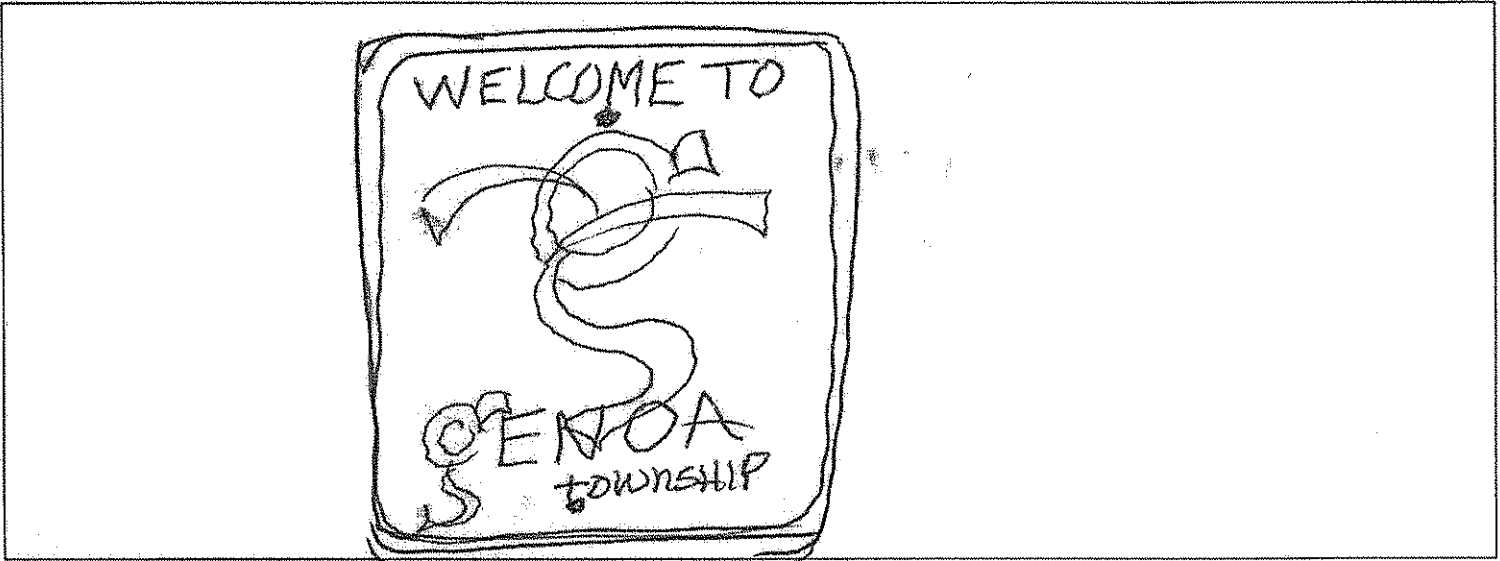
SIGN WORKS
5380 E. Grand River
Howell, Michigan 48843
(517) 546-3620
Fax (517) 546-6464
signworks12@att.net

QUOTE

Order Date 4-19-10
Due Date _____
Sales Rep. SUE
P.O. No. _____

Contact Name Adam Phone (517) 545-1339 ext. _____
Company Name GENDA TOWNSHIP Fax (_____) _____
Address _____
City _____ State _____ Zip _____
Email _____

SIGN LAYOUT

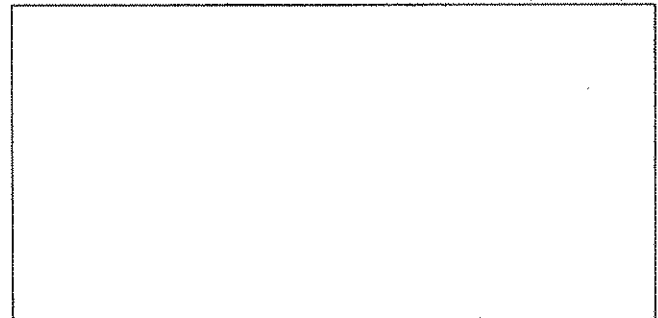


DESCRIPTION AND COST

Qty 24 .080 WHITE 1,320.00
REFLECTIVE ALUM.
W/ RADIUS CORNERS
HOLES TOP + BOTTOM
@ \$55 ea.

File No. _____
Material _____
Colors DIGITAL PRINTED
Font MATCH PANTONES
279 AND 376
 1 Sided 2 Sided

Sub Total 1,320.00
NO Tax GOVT.
Labor _____
Installation _____
Delivery _____
Permit Fee _____
Total _____
Deposit _____
Balance Due 1,320.00



Approved By X Date _____

Cash Check Charge COD

Memorandum

To: Mike Archinal
From: Kelly Kolakowski
Re: Welcome to Genoa Signs
Date: 3/2/00


Pursuant to your request listed below are the locations where "Welcome to Genoa Township" signs were posted in September of 1999.

1. Grand River (West)
2. Latson Road (North)
3. Grand River (East)
4. Herbst (East)
5. Challis (East)
6. Brighton Road (East)
7. Cunningham Lake (South)
8. Chilson Road (South)
9. Brady Road (South)
10. Brighton Road (West)
11. Crooked Lake (West)
12. Beck Road (West)
13. Fisk Road (West)

The following locations had signage when the survey was taken in the fall:

1. Golf Club (Around Earl Lake)
2. Hughes (North)
3. Kellogg (North)
4. Hacker (North)
5. Coon Lake (West)
6. Richardson (South)
7. King Road (South)
8. Bauer (South)
9. Bendix (East)
10. Hacker (Around Clark Lake)
11. McClements (East)

MEMORANDUM

TO: Township Board
FROM: Mike Archinal, Manager 
DATE: 4/29/10
RE: Dillon Area
Water Service Agreement

Attached you will find a letter from a resident who is in an area subject to the above referenced agreement. The 1992 agreement between Genoa Township and the City of Brighton provides water service to an area that was impacted by groundwater contamination. The agreement has been amended twice to provide service to the Warden Lake development and the three churches across from Brighton High School. These expansions were pursued after the County Health Department expressed concern the additional wells in the area might draw contaminants through the aquifer.

At issue is a \$100 per year per resident Payment in Lieu Of Taxes (PILOT) charge. You may recall that Mr. Johnson has brought this matter to your attention at various Board meetings over the years. He has repeatedly asked that when the original agreement was set to expire in 2012 that we negotiate to remove the PILOT charge. When I informed him that the agreement had been amended and that the term had been extended he was not pleased.

There is some question regarding the legality of such charges. I have included a Township Law E-Letter that speaks to a case in Grand Ledge that is on point. Basically if there are premiums charged to customers outside a jurisdiction those charges have to be based upon the incremental added cost of providing the service. They can not be arbitrary.

We have enjoyed a remarkable, mutually beneficial relationship with the City of Brighton for water and sewer service. For example when the Cleary University water tower was painted in 2005 the entire eastern portion of Grand River was supplied with Brighton water. I am concerned that we do not jeopardize this relationship. I have contacted the Brighton City Manager and informed him of the resident's concern that brings this matter to your agenda this evening. I suggest that a meeting take place between City and Township staff to discuss the PILOT charge and to determine if alternatives exist. I also suggest that legal Counsel be consulted.

Please consider the following action:

Moved by _____, supported by _____, to direct staff to obtain a legal opinion regarding the constitutionality of the Dillon water agreement PILOT charge and to schedule a meeting with the City of Brighton to discuss alternatives.

Township of Genoa
2911 Dorr Road
Brighton, Michigan 48116

April 26, 2010

John W. Johnson
7909 Magnolia
Brighton, Michigan 48116

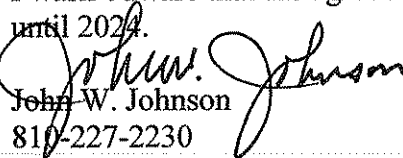
Re: Water Service Contract – Dillon Area

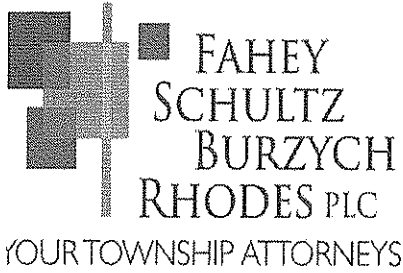
Board Members:

May 4th, 1992 Genoa Township and the City of Brighton signed a contract to supply 91 homes in the Dillon area with city water due to contaminated well water. I believe that the State of Michigan picked up all the costs of this project, so the City of Brighton had no cost involved in the new system.

I have been before this board 3 years ago, arguing the fact that we are charged a fee of \$100 per year extra in lieu of taxes. Mr. Archinal shared with me last fall that there is a court case going through appellate court at the current time looking at the legality of payment in lieu taxes. It is my hope that the township will in good faith bargain with the city of Brighton to remove this from our contract.

I wasn't aware that the agreement had extended twice since 1992 and now doesn't expire until 2024.


John W. Johnson
810-227-2230



Township Law *E-Letter*

WATER AND SEWER RATES UPDATE

Townships frequently contract with cities and villages for water and sewer service. In some cases, cities and villages are demanding that township residents pay substantially more for the same sewer and water service than city and village residents pay. Sometimes, cities and villages even charge township residents twice as much. Discriminatory and excessive water and sewer rates violate Michigan law, and in some cases may violate federal law. Township officials need to know and understand their rights and the rights of their residents to rates that are reasonably based on the actual costs of service.

4151 Okemos Road
Okemos MI 48864
517.381.0100
<http://www.fsblawyers.com>

Many townships have contracts that allow cities and villages to provide water and sewer service to township residents. A few of those contracts require township customers to pay double the in-city rates, many other contracts allow extraterritorial multiples of 1.5 or 1.25, and still other contracts charge the same rates both within and outside the city.

This lack of uniformity in water and sewer rates across the state causes confusion and uncertainty for many township officials who are trying to properly represent their constituents in negotiating water and sewer contracts with cities and villages.

Cities and villages often incorrectly claim that the few existing contracts with double water rates are a precedent for charging double rates in their own communities. Such an argument misinterprets the history of double water rates in Michigan. It also overlooks the effect of various provisions of the Michigan Constitution, which prohibit water and sewer rates that are unreasonable, discriminatory, and not based on the actual costs of providing water and sewer service.

A case decided by the Supreme Court just last month involving the City of Grand Ledge has fur-

ther confused the issues by resolving that water rate dispute on narrow and technical grounds that do not apply in most communities across the state. Since cities and villages will possibly attempt to cite the *Grand Ledge* case for one proposition or another, it is important for townships to know what the case really holds.

MCL 123.141 and the *Grand Ledge* Case

The original authority for water contracts with double rates was an old statute **repealed in 1981**. MCL 123.141, which allows one municipality to contract for the sale of water to residents of a second municipality, **formerly** authorized the selling municipalities to charge double rates to extraterritorial customers.

In 1981, the Legislature amended MCL 123.141 to **remove the authorization for double water rates**. Instead, the Legislature required municipal water sellers to charge all water customers—both inside and outside the municipality—rates based upon the selling municipality's cost of service.

Although the statute was amended nearly 30 years ago, there are still some water contracts executed under the old law that impose double water rates (since water contracts frequently have 40 year terms). One of those old contracts

was involved in the *Grand Ledge* case the Supreme Court decided last month.

The township water customers in the *Grand Ledge* case argued that, because the present version of MCL 123.141 prohibits rates that are not based on actual costs, the double rates in the old contract were illegal. The Court disagreed, holding in a very short memorandum order that the new statute does not apply to *Grand Ledge* because MCL 123.141 "exempts water departments that are not contractual customers of another water department and that serve less than 1% of the population of the state."

In other words, if the selling city produces its own water and serves an area with less than 100,000 people (1% of Michigan's population), it is not subject to MCL 123.141. That is all the Supreme Court held in the *Grand Ledge* case.

As the Supreme Court narrowed MCL 123.141 in the *Grand Ledge* case, that statute will rarely if ever apply to water rate disputes involving township water customers. How many townships receive water service from a city that both (1) buys its water from another city, and (2) serves more than 100,000 people? If such townships exist, they are certainly not typical.

Even though MCL 123.141 probably does not apply to your township's situation, that does not mean that your township constituents must pay whatever water rates a city or village water supplier demands. There are a number of constitutional provisions that control all rates charged for municipal utilities, and those provisions offer substantial protection against rates that are unreasonable, discriminatory or not based on actual costs.

Excessive Rates Violate Headlee

The Headlee Amendment, among other provisions, requires that any additional local taxes must be approved by the voters. In a 1998 case

involving the City of Lansing, the Supreme Court held that Headlee also prohibits municipal utility charges are really "disguised taxes." In the *Lansing* case, the Court held that the city's "storm water service fee" added to the city's sewer rates was invalid because it was actually a "tax" that violated the Headlee Amendment.

The Court in the *Lansing* case explained that rates, charges or fees may violate Headlee when they are (1) not proportionate to the necessary costs of providing the service; *or* (2) imposed to raise revenue rather than for a regulatory purpose; *or* (3) they are not voluntary.

Similarly, excessive water and sewer rates are disguised "taxes" because (1) the rates are not proportional to the costs of water and sewer service, and (2) they serve a revenue-raising purpose, rather than a regulatory purpose.

Arbitrary or excessive water and sewer rates for township customers violate Headlee when they are not based on any differences in the costs to serve city water and sewer customers as compared to township water and sewer customers. Rather, they serve only to increase the city's revenues. As a result, double rates are disguised "taxes" that violate the Headlee Amendment.

Excessive Rates Violate Due Process and Equal Protection

The constitutional guarantees of Due Process and Equal Protection also preclude cities and villages from setting unreasonable, discriminatory, and arbitrary water and sewer rates. A municipality is constitutionally prohibited from arbitrary discrimination among its water and sewer customers.

According to a 1997 Court of Appeals case involving the Village of Goodrich, a municipality may not charge extraterritorial utility customers higher rates than customers within the municipality unless it can demonstrate that the higher rates are based on costs of service and the rates do not subsidize the municipality's water and sewer cus-

tomers. Although the *Goodrich* case involved sewer service, rather than water service, the same constitutional principles apply to both services.

The Court in the *Goodrich* case explained that “a unit of local government that operates a sewer system may charge nonresident users higher rates, as long as the difference represents the indirect costs that its residents pay. The local government may not charge nonresidents higher fees merely to subsidize its residents’ use of the system. ... Further, the rate must be reasonable in light of the indirect costs.”

By requiring rates for all customers to be based on their respective costs, the Court in the *Goodrich* case applied the traditional rule of public utility ratemaking that one class of customers (such as township water and sewer customers) may not be required to pay higher rates in order to subsidize the costs of another class of customers (such as city water and sewer customers). This same rule has been applied in other cases in both Michigan and other states for many years.

In addition, excessive water and sewer rates for township customers constitute rate discrimination. A city may not discriminate against nonresidents. Such discrimination is especially egregious when nonresidents (and non-voters) of the City have no political access or control at the ballot box over the city government that is discriminating against them.

Up-Front Connection or Tap Fees

The same rules described above apply to connection fees or other up-front fees charged to access a water or sewer system. The proper purpose of these fees is to defray a portion of

the capital cost of the utility system or the cost of connecting service to the new customer. If the fees are set at levels far in excess of those costs, they will likely be found to be unlawful “taxes” or discriminatory fees.

For example, in a 2002 Court of Appeals case involving Frankenmuth Township, the Court set aside a \$7,500 “connection fee” charged to new customers of the township water system. The water system itself was already paid for, and did not need to be expanded to serve the new customers. Instead, the township planned to hold the “connection fee” revenues for future repairs and maintenance of the system. The *Frankenmuth* case held that, since the “connection fees” were not proportional to the township’s cost of extending service to the new customers, they were unlawful “taxes.”

Similarly, there are many city and village water and sewer systems that were paid for with state and federal funds. Those municipalities sometimes attempt to charge new customers for water or sewer service based on the original cost of the system, even though it was paid for largely by state or federal funds. When those fees exceed the actual cost of serving the additional customers, just as in *Frankenmuth*, the fees are unlawful “taxes.”

Federal Sewer Grant Requirements

It is rare to see cities and villages charging township residents double rates for *sewer* service. This is because a substantial portion of the city and village sewer systems in this state were funded by federal grants under the Federal Water Pollution Control Act. That Act required “user charge systems,” mandating that “each recipient of waste treatment services” must “pay its proportionate share ... of the costs of operation and maintenance (including replacement) of any waste treatment services.” Thus, such a city or village’s sewer rates must be computed on the same terms both within and outside the city or village.

Annexation Impact of Double Fees

Double rates and fees are not only unlawful, but they can also be extremely harmful to a township's boundaries. If a township allows a city or village to charge its residents double rates and fees, many property owners and developers will be coerced into annexing their properties in order to avoid the higher up-front fees.

It may seem that higher city or village property taxes would discourage a property owner from seeking annexation, but if the owner is planning to develop or sell the property, the higher property taxes are not his or her primary concern. The higher property taxes will be paid by the future owners, but the higher up-front fees for water and sewer will be paid by the developer. Thus, if higher up-front fees are involved, the property owner or developer will be more likely to seek annexation.

We Can Help

Excessive water and sewer rates are illegal and avoidable. If your township's residents are paying double rates, you should explore seeking relief. If your township is currently negotiating a new city or village contract for water or sewer service, you should refuse to agree to any rates that are discriminatory or that are not based on the costs of service. Such rates are not only harmful to your residents, but to the township itself.

Fahey Schultz Burzych Rhodes PLC, Your Township Attorneys, works with townships to help develop and implement legal strategies to achieve lawful sewer and water rates, including negotiation and litigation. Please contact our office if you need any assistance in dealing with water and sewer rate problems.

—William K. Fahey

MUNICIPAL FOREST ADVISORY FOR TOWNSHIPS

During the Great Depression, the State of Michigan acquired a number of tax-reverted properties in rural areas throughout the state. Under Public Act 217 of 1931, the State granted many of those properties to municipalities, including townships, to be used as "municipal forests." Act 217 provided that municipal forests would revert back to the State if they ceased to be used for forestry purposes. Many such lands continue to be held by townships and, in some cases, townships may not even be aware that they own them.

In 2004, in an effort to generate revenue for municipalities, legislation was proposed that would have allowed the "relinquishment" of

municipal forests and allowed municipalities to sell those municipal forests. The legislation generated significant interest among municipalities, but a drafting error in the 2004 legislation caused it to have no effect.

In 2006, the Legislature passed new legislation (Act 179) intended to "fix" the 2004 legislation. In the process of fixing the 2004 legislation, however, the Legislature also made the law much less favorable to municipalities. Act 179 limits the particular municipal forests subject to relinquishment of reverter and provides that if such lands are ever sold, the selling municipality may only keep half of the money. The other half now goes to the State.

Although Act 179 is less generous for municipalities than many had hoped, it may still be of significant value for townships. For example, if a township possesses a municipal forest, it may now seek to have the State relinquish its reversionary interest so that the land can be put to additional uses. Alternatively, the land may be sold for fair market value, of which half may be kept by the township. Such funds may represent a windfall for a cash-strapped township.

Beginning on June 10, 2010, a municipality will not be able to sell a municipal forest unless the conveyance is approved by the State. Since it is

unclear how such approval would be obtained, or whether the State would approve such conveyances, it may be advisable for any townships interested in selling a municipal forest to do so before that date. Any municipal forest deemed "prime land" under Act 179 (i.e., land that is within a DNR program area, greater than 120 acres in size, or provides water access) may not be sold.

If your township has any questions about forest lands, Act 179, or any related topics, our attorneys have significant experience in this area.

--Matthew W. Drake

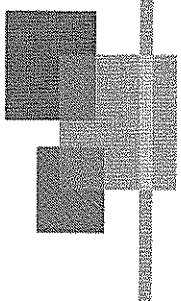
Your Township Attorneys . . . On the Road This Week!

One of our founding members, **Bill Fahey**, will be speaking *this Friday*, October 23, to township supervisors on *Joint Authorities/Governmental Cooperation* at the *MATS Fall Conference* in Frankenmuth. Contact MATS for details at 734.572.8776.

Bill will also be presenting a session *this Saturday*, October 24, on *Intergovernmental Contracts* at the *MTA's Professional Development Retreat* for township trustees at the Yarrow Conference Center near Battle Creek and Kalamazoo. Contact MTA at 517.321.6467 Ext. 251.

Either of these conferences would be great opportunities to ask Bill your questions about sewer and water rates or other intergovernmental questions.

Fahey Schultz Burzych Rhodes PLC, Your Township Attorneys, is a Michigan law firm specializing in the representation of Michigan townships. Our lawyers have more than 30 years of experience in township law, and have represented more than 100 townships across the state of Michigan. This publication is intended for our clients and friends. This communication highlights specific areas of law, and is not legal advice. The reader should consult an attorney to determine how the information applies to any specific situation.


FAHEY
SCHULTZ
BURZYCH
RHODES PLC
YOUR TOWNSHIP ATTORNEYS



William K. Fahey
4151 Okemos Road
Okemos MI 48864
517.381.3150
wfahey@fsblawyers.com

CITY OF BRIGHTON - GENOA TOWNSHIP

WATER SERVICE CONTRACT - DILLON AREA

THIS CONTRACT, made this 4th day of May, 1992 between the CITY OF BRIGHTON, a Michigan municipal corporation, with offices at 200 North First Street, Brighton, Michigan 48116, (hereinafter "City"), and the TOWNSHIP OF GENOA, a general law township, with offices at 2980 Dorr, Brighton, Michigan 48116, (hereinafter "Township").

RECITALS

WHEREAS, the City owns and operates, a water supply system in the County of Livingston, State of Michigan; and,

WHEREAS, in order to solve a health problem for its residents, the Township desires to obtain a water supply from the City for single family homes in the area shown in Attachment "A".

NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties agree as follows:

1. WATER SUPPLY SERVICE BY THE CITY

The City shall provide, and the Township residents shall purchase water from the City. The water supplied shall service only single family homes in the area of the Township outlined in Attachment "A".

2. PURCHASE OF WATER SUPPLY SERVICE

The City and Township agree that the Township shall require, by Ordinance, all single family homes within the area of the Township outlined in Attachment "A" to connect and purchase water services which are provided by the City's system under the terms of this Contract.

3. COMPENSATION

A. CAPACITY RESERVATION CHARGE

The City and the Township agree that a reservation charge in the amount of Thirty-One Thousand Eight Hundred Sixty and No/100 (\$31,860.00) Dollars shall be paid to the City for the City's agreement to provide water to the Township as set forth in this Contract.

The capacity reservation charge shall be paid by the Township to the City at the time of the execution of this Contract.

B. PAYMENT IN LIEU OF TAXES

Each single family residence connected to the City's water supply shall be charged a fee of One Hundred and No/100 (\$100.00) Dollars per year which is to be paid at the rate of Twenty-Five and No/100 (\$25.00) Dollars per quarter.

C. CONNECTION PERMIT CHARGE - WATER SUPPLY SERVICE

The City and Township agree that a payment shall be made to the City for each individual Water Connection Permit Charge. The charge shall be Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars for each Water Connection Permit Charge and the fee shall be paid to the City prior to the physical connection of each single family residence or user, but in no event later than twelve (12) months from the date of the execution of this Contract.

D. OPERATION, MAINTENANCE AND EQUIPMENT REPLACEMENT CHARGE
- WATER SUPPLY SYSTEM

The Township agrees that each resident connected to the City's water supply shall pay to the City a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Water Supply System as adopted by the Brighton City Council by ordinance from time to time plus a ten (10%) percent premium above what City residents pay for said costs.

E. COLLECTION

(1) The City agrees to bill and collect water service charges as determined by the City of Brighton.

(2) Annually, prior to June 1, the City shall certify to the Township Assessing Officer all the rates, charges and fees together with interest and penalties, owing by Township users delinquent as of the end of the March billing period and such assessing officer shall enter the same on the appropriate tax roll as a lien against the premises to which the services had been rendered, and the Township shall enforce the lien and shall collect said sums as provided by law. The Township shall promptly remit to the City all sums so collected. If the Township fails or neglects to so enter such delinquent charges on its next tax roll, the Township shall pay to the City such charges not later than September 15 of the year of such certification. The Township pledges its full faith and credit for all the charges set forth in this Contract.

(3) The Township agrees to remit to the City all special assessment charges and applicable penalties, fees and

interest from the Township tax collections within ten (10) business days after the 1st and the 15th of each month collections, but no later than the Township's receipt of delinquent taxes and special assessments from the Livingston County delinquent Tax Revolving Fund.

(4) In the event the County does not remit delinquent taxes to the local units through a tax revolving fund or if the Township is in default of this Contract, then the City reserves the right to discontinue service to the defaulted property owner.

4. TERMINATION OF CONTRACT:

A. The Township shall have twelve (12) months from the date of execution of this Contract to pay the City the funds more particularly set forth in paragraphs 3A and 3C of this Contract.

B. The Township shall have twenty-four (24) months from the date of the execution of this Contract to complete the construction more particularly set forth in paragraph 6 of this Contract.

C. If the Township does not perform their obligations set forth above within the time parameters herein described, the Township shall not have any rights or obligations under this Contract. The City shall have no other rights or obligations other than to retain payments made to the City pursuant to this Contract.

5. DEFAULT

A. The City reserves the right to discontinue service to the Township in the event that the Township is in default of this Contract, as well as to exercise any other additional remedies provided by law.

B. The City may charge interest for any over due payments. Each homeowner shall be considered a utility account subject to the same overdue penalty conditions as any other account, i.e., ten (10%) percent late penalty charge. Additionally, the City may charge interest for any overdue payments. The interest rate charged shall be the maximum permitted by law, but in no event shall the interest charges exceed twenty-five (25%) percent per annum on the unpaid balance of the debt. The payments shall be considered overdue if not paid pursuant to the times prescribed by the City. Default includes, but is not limited to, either nonpayment or late payment.

6. CONSTRUCTION OF WATER MAINS TO SERVE THE TOWNSHIP

A. The Township shall have complete and full responsibility to pay for the cost of designing, constructing and inspecting water lines, pump stations or any other appurtenances thereto for the purposes of the Township connecting to the City's water system. Conversely, the City shall not have any responsibility to pay for the cost of designing, constructing and inspecting water lines, pump stations or any other appurtenances thereto for the purposes of the Township connecting to the City's water system.

B. All design and construction of water facilities in the Township shall be supervised and approved by the City's Engineer. The City's Engineer shall conduct a final inspection of said facilities. Design, review, report and final inspection costs incurred by the City of the Township facilities shall be paid directly by the Township.

C. Upon completion of the construction of all of the water facilities located in the Township, the water facilities shall be dedicated to the City free of charge. Should the City permanently discontinue water service to the Township for any reason, the Township shall, at its option, upon giving written notice to the City, become the owner of all the water facilities including meters located on the property located in the area of the Township outlined in Attachment "A", subject only to the City's right to use the water facilities for transmission of water to other areas which are then serviced by the use of such facilities located within the area of the Township outlined in Attachment "A". In the event the Township becomes the owner of the water facilities located within the area defined in Attachment "A", the Township shall reimburse the City for all costs and/or expenditures incurred by the City, excepting therefrom only routine maintenance costs and/or expenditures.

D. Detailed records, including drawn plans of any construction, alteration, addition or relocation of water facilities located in the Township shall be kept on file by the City and copies shall be delivered to the Township.

E. The Township shall obtain any necessary easements and permits required to accomplish the goals of this Contract. Additionally, the Township shall grant a franchise to the City and obtain permission for the City to use streets, highways, alleys and other rights of way within the Township under its control for the purpose of maintaining and repairing water facilities located within the Township. After initial construction, the Township shall restore all existing structures or improvements lying in said rights of

way of construction to as good a condition as before the construction took place and shall save harmless the City from any and all liability, claims, suits, actions or causes of action for damages, for injuries or otherwise by reason of the construction work hereinabove provided for.

F. The Township, by ordinance, shall provide that the homeowner shall install and maintain all service leads to individual premises including meters and valves and bear the cost of connecting said service leads to and from the City's water facilities located within the Township. The City's responsibility and liability shall end at the property line of the homeowner.

7. MAINTENANCE AND REPAIR OF WATER FACILITIES TO SERVE THE TOWNSHIP

A. All maintenance and repair costs associated with the water facilities located within the Township shall be borne by the City.

B. The Township shall provide to the City the legal right of access to the service area for the purposes of construction, maintenance and repair.

8. METERING

Each residence served by the City's water supply shall be metered with a remote encoder receptacle. The Township shall be responsible for providing the City one portable hand-held meter reading device, capable of electronically "capturing" the meter read data from the remote encoder receptacles.

9. TERM

The term of this Contract shall commence on the date hereto and terminate twenty (20) years hence, unless the water supply system permanently discontinues operation during this term; under such circumstances the Contract shall expire. The City and the Township agree that this Contract may be extended if mutually agreeable terms are agreed upon by the City and the Township at the time of the expiration of this Contract.

10. CONTAMINATION OF WATER SUPPLY

For the protection of all consumers supplied with water from the City's system, the Township agrees to guard carefully against all forms of contamination and that, if at any time contamination

should occur, the area or areas affected shall immediately be shut off and isolated and remain so until such condition shall have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

11. EXCLUSIVE SERVICE

During the term of this Contract, the City shall have the exclusive right to treat sanitary sewage originating in the service area and to provide water to the service area as outlined in Attachment "A".

12. PLANNED INTERRUPTION OF SERVICE

In the event the proper operation of the water supply system requires the City to discontinue temporarily all or part of the water supply system servicing the Township, no claims for damages for such discontinuance shall be made by the Township against the City. The City shall immediately notify by telephone the Township upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection to the City's water supply system, the City, prior to such interruption, shall give the Township reasonable notice of the time, duration and area affected by the interruption of service.

13. FAILURE OF PERFORMANCE

No failure or delay in the performance of the executed Water Service Contract by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not in the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment.

14. INDEMNIFICATION

The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Contract:

A. Any negligent or tortious acts, errors or omissions of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the water supply system and facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the City; and,

B. Any failure by the Township or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Contract or any negligent or tortious acts, errors or omissions of the Township, its personnel, employees, consultants or subcontractors.

15. INSURANCE

During the term of this Contract, both parties shall maintain public liability insurance for the water supply system. Evidence of such insurance in a form approved by the City's attorney for insurance obtained by the Township for the City as a named additional insured and by the Township's attorney for insurance obtained by the City shall be provided prior to the provision of water to the Township annually.

16. TAXES

The Township agrees not to assess any ad valorem taxes on any water supply facilities situated within the Township and owned by the City.

17. BOUND BY CITY ORDINANCES

The Township agrees to adopt ordinances which require all water supply facility users situated within the area outlined in Attachment "A", to be bound by all rules, regulations and ordinances of the City to the same extent that users within the corporate limits of the City are so bound.

18. RESOLUTION OF DISPUTES

It is recognized by both parties that in the future certain disputes regarding the terms of this Contract may arise between the City and the Township. In order to provide for the orderly resolution of these matters, the following process is established:

A. Within thirty (30) calendar days after a grievance is noted, the offended legislative body shall inform the other legislative body of their disagreement in writing. The non-aggrieved party shall have up to thirty (30) days in which to respond to the grievance. This response shall be in writing.

B. Should the parties be unable to resolve their differences within sixty (60) days of the date of the written response to the grievance or be then unable to agree upon a method to mediate and resolve their differences, either party may seek its lawful or equitable remedies in the Michigan Court having lawful jurisdiction over the subject matter of the dispute.

19. NON-ASSIGNABILITY

This Contract is not assignable by the Township without written consent from the City.

20. SUCCESSORS

It is hereby agreed that this Contract shall be binding upon all successor governmental units which may assume jurisdiction over all or part of the areas now governed by the parties.

21. SEVERABILITY

Should any provision of this Contract be found by a court of law to be unconstitutional, it shall be severed from the Contract and the remaining provisions shall remain in full force and effect.

In witness whereof, the parties have set their hands and seals the day and year first above written.

Witnesses:

Douglas C. Brown
DOUGLAS C. BROWN

Robert M. Mearns

TOWNSHIP OF GENOA,
a General Law Township

By: Robert M. Mearns

Its Supervisor

By: Pauline A. Scholander

Its Clerk

CITY OF BRIGHTON,
a Michigan Municipal
Corporation

Dana William Foster
Dana William Foster
City Manager
David M. Jozak
FINANCE DIRECTOR

By: Francis L. Criqui
Francis L. Criqui
Its Mayor

By: Janice E. Morrow
Janice E. Morrow
Its Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this 5th day of MAY, 1992, before me personally appeared Robert R. Murray and Paulette Skofarus, to me known to be the Supervisor and Clerk of the Township of Genoa, who being by me sworn did say that they executed the foregoing Contract on behalf of the Township of Genoa by authority duly invested in them by the Genoa Township Board.

Ann Sprij
Notary Public
Livingston County, Michigan
My commission expires: 4/26/95


STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

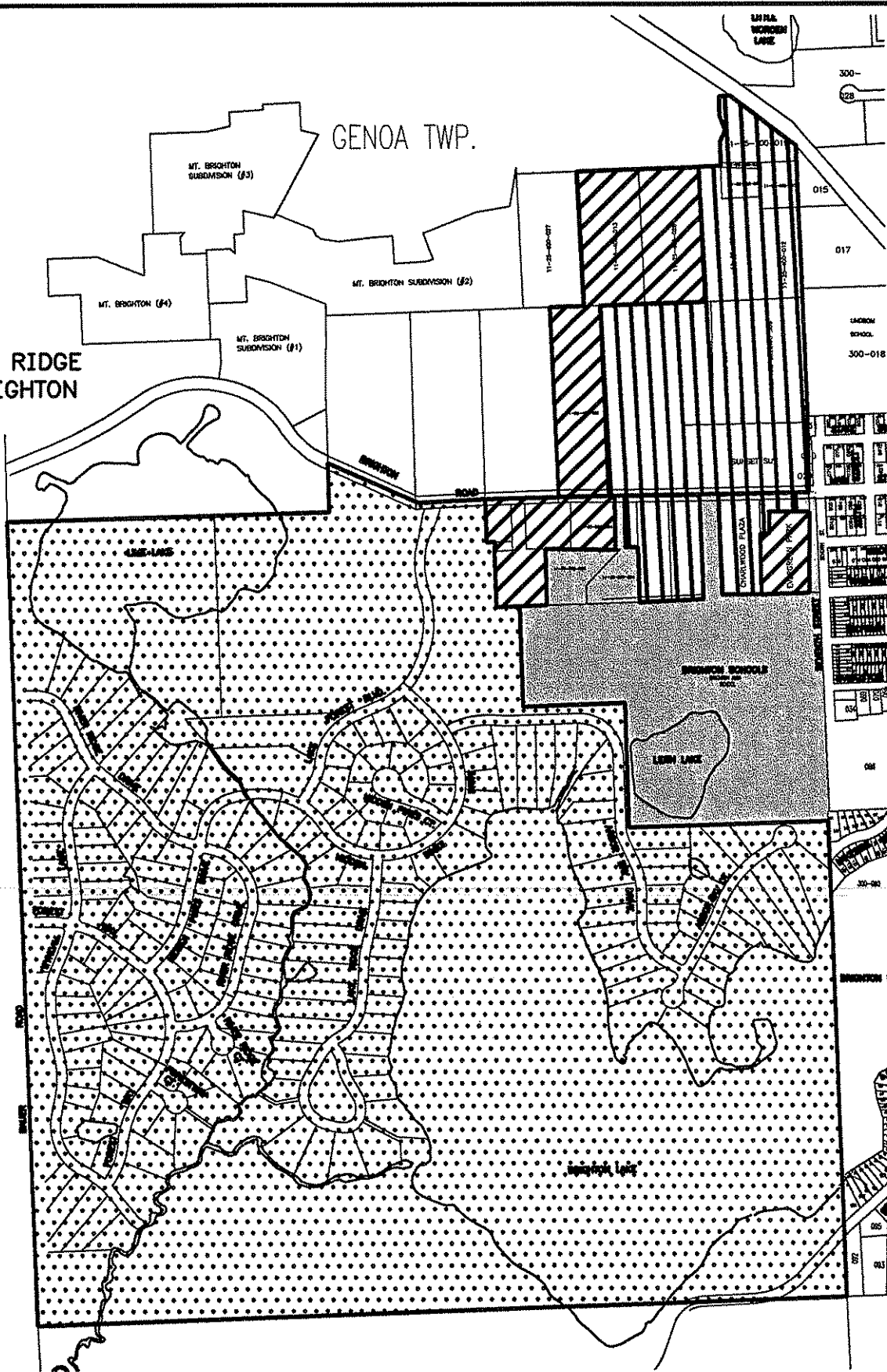
On this 29th day of April, 1992, before me personally appeared Francis L. Criqui and Janice E. Morrow me known to be the Mayor and Clerk of the City of Brighton, who being by me sworn did say that they executed the foregoing Contract on behalf of the City of Brighton by authority duly invested in them by the Brighton City Council.

Lucille M. Needham
Notary Public
Livingston County, Michigan
My commission expires: 4-15-95



LEGEND

-  PINE CREEK RIDGE
-  CITY OF BRIGHTON
-  EXISTING
-  PROPOSED



CADD PART MP5\0303\00000\B\DILL-MAP.DWG 10-27-99 LLO 01

**McNAMEE
PORTER
& SEELEY
INC.**



CITY OF BRIGHTON, MICHIGAN
UTILITY MAPPING

CONTRACT

DILLON STREET WATER EXHIBIT B

SCALE: NONE

DATE 2-11-98

DESIGNED S. GOtha

CHECKED

SHEET

1

OF 1

LEGEND



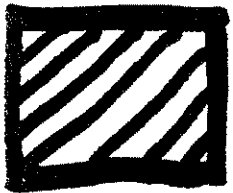
Pine Creek Ridge



City of Brighton



Existing



Proposed

BRIGHTON

100-001

200-027

200-028
200-024

200-032

200-031

200-030

201
202

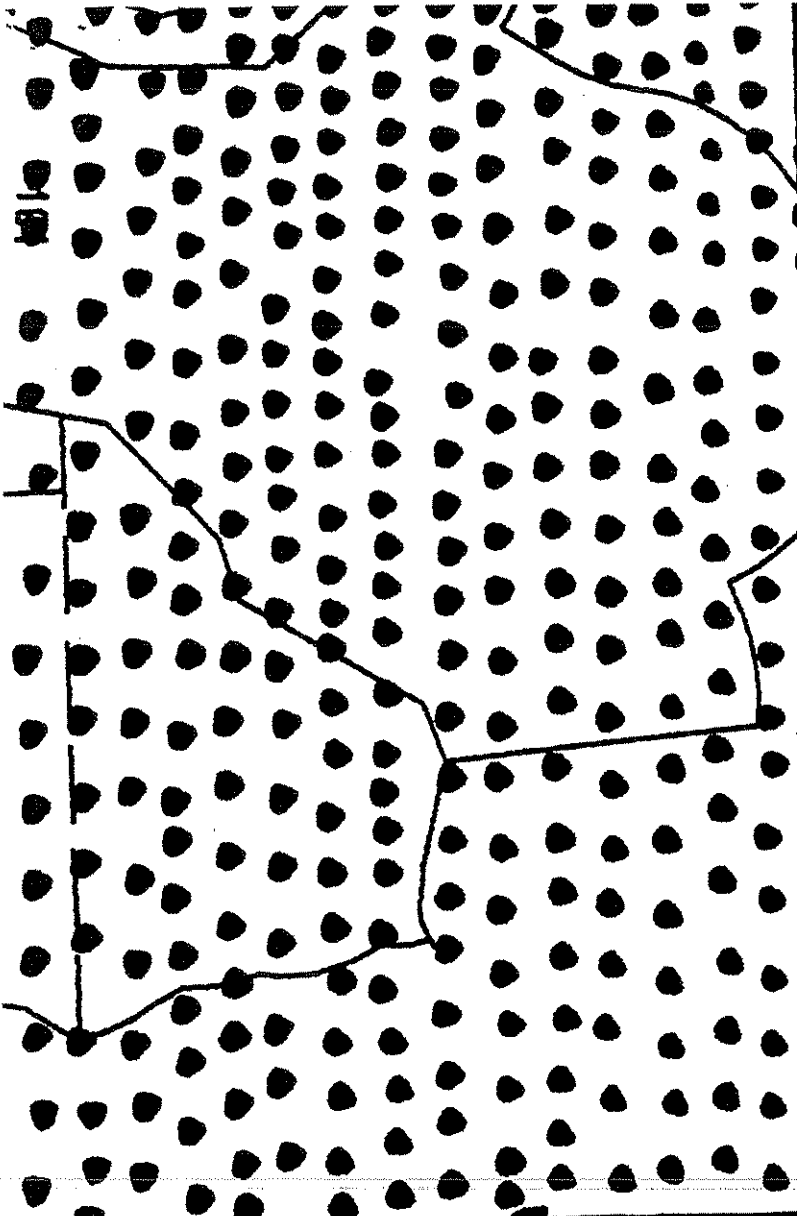
ROAD

BRIGHTON AREA SCHOOL ST

200-019
200-020
200-021

200-022

203



100-009

300-016

301-2

400-016

400-015

MORDEN LAKE

400-019

400-021

400-027

400-013

400-028

400-029

400-012

300-037

300-038

400-024

400-040

400-041

400-039

400-038

400-026

400-024

400-002

400-004

400-035

400-018

400-028

400-001

400-018

400-011

310

319 800-039

300-047

311

300-026

300-036

400-034

ROAD

400-007

400-003

400-005

400-032

400-037

307

BRIGHTON

100-001

200-027

200-028
200-024

200-032

200-031

200-030

201

202

BRIGHTON AREA SCHOOL ST

200-028

200-021

200-022

200-015

203

104

100-009

300-016

400-016

400-015

MORDEN LAKE

400-019

400-021

301-2

400-027

400-013

400-028

400-029

400-012

400-037

300-038

300-037

400-024

400-040

400-041

400-039

400-026

400-024

400-022

400-024

400-035

400-018

400-028

400-011

401 402

300-039

300-047

10

300-036

400-034

400-038

ROAD

400-007

403

311

300-026

307

FIRST AMENDMENT
CITY OF BRIGHTON - GENOA TOWNSHIP
WATER SERVICE CONTRACT - DILLON AREA

THIS CONTRACT, made this 7th day of September, 1999, between the CITY OF BRIGHTON, a Michigan municipal corporation, with offices at 200 North First Street, Brighton, Michigan 48116, (hereinafter "City"), and the TOWNSHIP OF GENOA, a general law township, with offices at 2911 Dorr, Brighton, Michigan 48116 (hereinafter "Township").

RECITALS

WHEREAS, the City owns and operates a water supply system in the County of Livingston, State of Michigan; and,

WHEREAS, in order to solve a health problem for its residents, the Township desires to obtain a water supply from the City for single family homes in the area shown in Attachment "B" to be developed as Worden Lake Woods.

NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties agree as follows:

1. WATER SUPPLY SERVICE BY THE CITY

The City shall provide, and the Township residents shall purchase, water from the City. The water supplied shall service only single family homes in the area of the Township outlined in Attachment "B."

2. PURCHASE OF WATER SUPPLY SERVICE

The City and Township agree that the Township shall require, by Ordinance, all single family homes within the area of the Township outlined in Attachment "B" to connect and purchase water services which are provided by the City's system under the terms of this Contract.

3. COMPENSATION

A. PAYMENT IN LIEU OF TAXES

Each single family residence connected to the City's water supply shall be charged a fee of One Hundred and No/100 (\$100.00) Dollars per year which is to be paid at the rate of Twenty-Five and No/100 (\$25.00) Dollars per quarter.

B. CONNECTION PERMIT CHARGE - WATER SUPPLY SERVICE

The City and Township agree that a payment shall be made to the City for each individual Water Connection Supply Charge. The charge shall be the current City connection fee as adopted by the Brighton City Council from time to time.

C. OPERATION, MAINTENANCE AND EQUIPMENT REPLACEMENT CHARGE
- WATER SUPPLY SYSTEM

The Township agrees that each resident connected to the City's water supply shall pay to the City a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Water Supply System as adopted by the Brighton City Council by ordinance from time to time plus a 10% premium above what City residents pay for said costs.

D. COLLECTION

- (1) The City agrees to bill and collect water service charges as determined by the City of Brighton.
- (2) Annually, prior to June 1, the City shall certify to the Township Assessing Officer all the rates, charges and fees together with interest and penalties, owing by Township users delinquent as of the end of the March billing period and such assessing officer shall enter the same on the appropriate tax roll as a lien against the premises to which the services had been rendered, and the Township shall enforce the lien and shall collect said sums as provided by law. The Township shall promptly remit to the city all sums so collected. If the Township fails or neglects to so enter such delinquent charges on its next tax roll, the Township shall pay to the City such charges not later than September 15 of the year of such certification. The Township pledges its full faith and credit for all the charges set forth in this contract.
- (3) The Township agrees to remit to the City all special assessment charges and applicable penalties, fees and interest from the Township tax collections within 10 business days after the 1st and the 15th of each month collections, but no later than the Township's receipt of delinquent taxes and special assessments from the Livingston County Delinquent Tax Revolving Fund.
- (4) In the event the County does not remit delinquent taxes to the local units through a tax revolving fund or if the Township is in default at this Contract, then the City reserves the right to discontinue service to the defaulted property owner.

4. DEFAULT

- A. The City reserves the right to discontinue service to the Township in the event that the Township is in default of this Contract, as well as to exercise any other additional remedies provided by law.
- B. The city may charge interest for any over due payments. Each homeowner shall be considered a utility account subject to the same overdue penalty conditions as any other account, i.e., 10% late penalty charge. Additionally, the City may charge interest for any overdue payments. The interest rate charged shall be the maximum permitted by law, but in no event shall the interest charges exceed 25% per annum on the unpaid balance of the debt. The payments shall be considered overdue if not paid pursuant to the times prescribed by the City. Default includes, but is not limited to, either nonpayment or late payment.

5. CONSTRUCTION OF WATER MAINS TO SERVE THE TOWNSHIP

- A. The City shall have no responsibility to pay for the cost of designing and constructing sewage and water facilities located in the area outlined in Attachment "B".
- B. All design and construction of water facilities in the Township shall be supervised and approved by the City's Engineer.

- C. Upon completion of the construction of all of the water facilities located in the Township, the water facilities shall be dedicated to the City free of charge. Should the City permanently discontinue water service to the Township for any reason, the Township shall, at its option, upon giving written notice to the City, become the owner of all the water facilities including meters located on the property located in the area of the Township outlined in Attachment "B," subject only to the City's right to use the water facilities for transmission of water to other areas which are then serviced by the use of such facilities located within the area of the Township outlined in Attachment "B." In the event the Township becomes the owner of the water facilities located within the area defined in Attachment "B," the Township shall reimburse the City for all costs and/or expenditures incurred by the city, excepting therefrom only routine maintenance costs and/or expenditures.
- D. Detailed records, including drawn plans of any construction, alteration, addition or relocation of water facilities located in the Township shall be kept on file by the City and copies shall be delivered to the Township.
- E. The Township shall obtain any necessary easements and permits required to accomplish the goals of this Contract. Additionally, the Township shall grant a franchise to the City and obtain permission for the City to use streets, highways, alleys and other rights-of-way within the Township under its control for the purpose of maintaining and repairing water facilities located within the Township. After initial construction, the Township shall restore all existing structures or improvements lying in said rights-of-way of construction to as good a condition as before the construction took place and shall save harmless the City from any and all liability, claims, suits, actions or causes of action for damages, for injuries or otherwise by reason of the construction work hereinabove provided for.
- F. The Township, by ordinance, shall provide that the homeowner shall install and maintain all service leads to individual premises including meters and valves and bear the cost of connecting said service leads to and from the City's water facilities located within the Township. The City's responsibility and liability shall end at the property line of the homeowner.

6. MAINTENANCE AND REPAIR OF WATER FACILITIES TO SERVE THE TOWNSHIP

- A. All maintenance and repair costs associated with the water facilities located within the Township shall be borne by the City.
- B. The Township shall provide to the City the legal right of access to the service area for the purposes of construction, maintenance and repair.

7. METERING

Each residence served by the City's water supply shall be metered with a remote encoder receptacle. The City shall be responsible for reading meters and preparing bills.

8. TERM

The term of this Contract shall commence on the date hereto and terminate 30 years hence, unless the water supply system permanently discontinues operation during this term; under such circumstances the Contract shall expire. The City and the Township agree that this Contract may be extended if mutually agreeable terms are agreed upon by the City and the Township at the time of the expiration of this Contract.

9. CONTAMINATION OF WATER SUPPLY

For the protection of all consumers supplied with water from the City's system, the Township agrees to guard carefully against all forms of contamination and that, if at any time contamination

should occur, the area or areas affected shall immediately be shut off and isolated and remain so until such condition has been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

10. EXCLUSIVE SERVICE

During the term of this Contract, the City shall have the exclusive right to treat sanitary sewage originating in the service area and to provide water to the service area as outlined in Attachment "B."

11. PLANNED INTERRUPTION OF SERVICE

In the event the proper operation of the water supply system requires the City to discontinue temporarily all or part of the water supply system servicing the Township, no claims for damages for such discontinuance shall be made by the Township against the City. The City shall immediately notify by telephone the Township upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection to the City's water supply system, the City, prior to such interruption, shall give the Township reasonable notice of the time, duration and area affected by the interruption of service.

12. FAILURE IN PERFORMANCE

No failure or delay in the performance of the executed Water Service Contract by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not in the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment.

13. INDEMNIFICATION

The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious acts, errors or omissions of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the water supply system and facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the City; and,
- B. Any failure by the Township or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Contract or any negligent or tortious acts, errors or omissions of the Township, its personnel, employees, consultants or subcontractors.

14. INSURANCE

During the term of this Contract, both parties shall maintain public liability insurance for the water supply system. Evidence of such insurance in a form approved by the city's attorney for insurance obtained by the Township for the City as a named additional insured and by the Township's attorney for insurance obtained by the City shall be provided prior to the provision of water to the Township annually.

15. TAXES

The Township agrees not to assess any ad valorem taxes on any water supply facilities situated within the Township and owned by the City.

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The Township agrees to adopt ordinances which require all water supply facility users situated within the area outlined in Attachment "A," to be bound by all rules, regulations and ordinances of the City to the same extent that users within the corporate limits of the City are so bound.

17. RESOLUTION OF DISPUTES

It is recognized by both parties that in the future certain disputes regarding the terms of this Contract may arise between the City and the Township. In order to provide for the orderly resolution of these matters, the following process is established.

A. Within 30 calendar days after a grievance is noted, the offended legislative body shall inform the other legislative body of their disagreement in writing. The non-aggrieved party shall have up to 30 days in which to respond to the grievance. This response shall be in writing.

B. Should the parties be unable to resolve their differences within 60 days of the date of the written response to the grievance or then be unable to agree upon a method to mediate and resolve their differences, either party may seek its lawful or equitable remedies in the Michigan Court having lawful jurisdiction over the subject matter of the dispute.

18. NON-ASSIGNABILITY

This Contract is not assignable by the Township without written consent from the City.

19. SUCCESSORS

It is hereby agreed that this Contract shall be binding upon all successor governmental units that may assume jurisdiction over all or part of the areas now governed by the parties.

20. SEVERABILITY

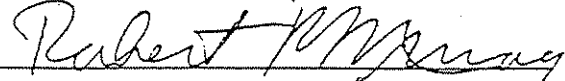
Should any provision of this Contract be found by a court of law to be unconstitutional, it shall be severed from the Contract and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year first above written.

WITNESSES:



TOWNSHIP OF GENOA,
a General Law Township



By:
Its:

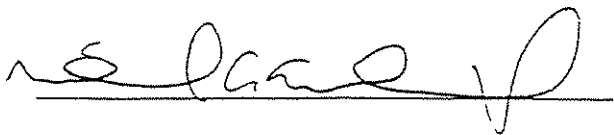
Supervisor

TOWNSHIP OF GENOA,
a General Law Township



By:
Its:

Clerk



STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this 9 day of SEPT, 1999, before me personally appeared ROBERT M. MURRAY and PAULETTE A. SCOLAKUS known to me to be the ^{Supervisor} Mayor and Clerk of GENOA TOWNSHIP, who being sworn by me did say that they executed the foregoing Contract on behalf of the Township by authority duly invested in them by ~~the~~

Judith G. Smith
JUDITH G. SMITH
Notary Public
Livingston County, Michigan
My Commission Expires: 7-30-2001
CITY OF BRIGHTON,
a Michigan Municipal Corporation

Regan Minard

By: James A. Wankel
Its: Mayor

CITY OF BRIGHTON,
a Michigan Municipal Corporation

Debra Cress

By: Tammy Allen
Its: City Clerk





STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

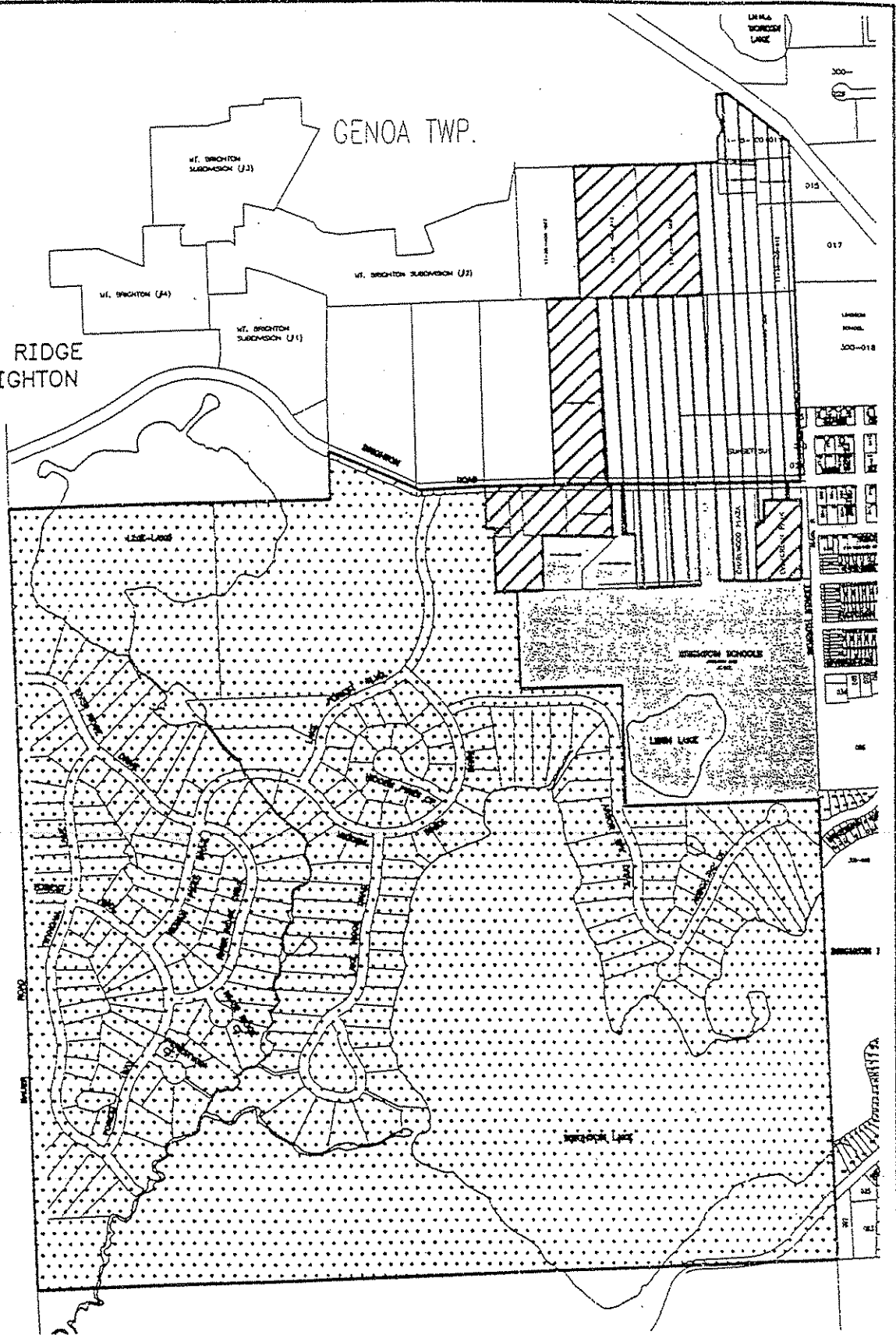
On this 9th day of September, 1999, before me personally appeared James Winchel and Tammy Allen, known to me to be the Mayor and Clerk of Brighton City, who being sworn by me did say that they executed the foregoing Contract on behalf of the City by authority duly invested in them by the _____.

Diana Lowe
Diana Lowe
Notary Public
Livingston County, Michigan
My Commission Expires: 6-30-2001



LEGEND

-  PINE CREEK RIDGE
-  CITY OF BRIGHTON
-  EXISTING
-  PROPOSED



10-27-99 110 01

CADD PART .MPS

**McNAMEE
PORTER
& SEELEY
INC.**



CITY OF BRIGHTON, MICHIGAN
UTILITY MAPPING

CONTRACT

DILLON STREET WATER EXHIBIT B

SHEET

1

OF 1

SCALE: NONE

DATE 2-11-98

DESIGNED S. GOTH

CHECKED

Memo

To: MIKE ARCHINAL, MANAGER
From: DEBRA L. ROJEWSKI, ASSESSOR
Date: 12/18/02
Re: EXTENDING BRIGHTON CITY WATER

MIKE,

AS PER OUR CONVERSATION TODAY, I HAVE ENCLOSED ALL OF THE PARCEL NUMBERS, NAMES AND ADDRESSES OF ALL PARCELS TO BE INCLUDED IN THE BRIGHTON CITY WATER EXTENSION PROJECT.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE FEEL FREE TO CONTACT ME AT ANYTIME.

Ad-Valorem+Special Acts
 Property Number + Sch. * Class * Previous Current Board of Loss +/- New **** Headlee **** Rms for July/Dec
 + Dist. Prev Curr Assessment Assessment Review Review Adjustment Additions Losses Change Tribunal

11-25-400-026 47010 901 901 0 0 0 0 0 0 0
 S.E.V.--> 0 0 0
 Capped--> 0 0 0
 Acreage: 10.2300 Taxable --> 0 0 0

BRIGHTON CHURCH OF THE NAZ/SEC 25 T2N R5E FROM
 7675 BRIGHTON RD. THE S 1/4 COR OF SEC
 BRIGHTON MI 48116 N 89°08'13"E 663.28
 FT TO POB, TH CONTE
 331.64 FT, TH
 N01°21'30"W 1341.53
 FT, TH S 89° 03'20"W
 332.74 FT, TH S
 01°24'19"E 1341.56
 FT TO POB, 10.23AC,
 SPLIT FR 001
 (Property address:
 7675 BRIGHTON RD.,
 Map #: 1218)

11-25-400-027 47010 901 901 0 0 0 0 0 0 0
 S.E.V.--> 0 0 0
 Capped--> 0 0 0
 Acreage: 6.2000 Taxable --> 0 0 0

BRIGHTON CHURCH OF THE NAZ/SEC 25 T2N R5E BEG
 7679 BRIGHTON RD. AT THE S 1/4 COR, TH
 BRIGHTON MI 48116 N01°W 1340.63 FT, TH
 N89°E 823.63 FT TO
 POB, TH N01°W 891.73
 FT, TH N88°E 400.81
 FT, TH S01°E 893.61
 FT, TH S89°W 400.83
 FT TO POB, 6.20AC
 M/L, SPLIT FR 013
 (Property address:
 7679 BRIGHTON RD.,
 Map #: 1218)

Ad-Valorem+Special Acts
 Property Number + Sch. * Class * Previous Current Board of Loss +/- New **** Headlee **** Rsns for July/Dec
 + Dist. Prev Curr Assessment Assessment Review Review Adjustment Additions Losses Change Tribunal

11-25-400-038	47010 901 901	0	0	0	0	0	0	
	S.E.V.-->	0	0					
	Capped-->	0	0					
Acreage: 5.0850	Taxable-->	0	0	0				

BRIGTON CONGREGATION OF JESSEC 25 T2N R5E BEG.
 7609 BRIGTON RD
 BRIGTON MI 48116

N89°E 331.68 FT FR S
 1/4 COR TH N01°W
 666.16 FT TH N89°E
 332.09 FT TH S01°E
 668.80 FT TH S89°W
 331.68 FT TO POB
 CONT 5.085 AC SPLIT
 2/93 FR 025
 (Property address:
 7609 BRIGTON RD.,
 Map #: 1218)

11-25-400-039	47010 401 401	150,200	150,200	0	0	0	0	
	S.E.V.-->	150,200	150,200					
	Capped-->	98,378	99,853					
Acreage: 1.6780	Taxable-->	98,378	99,853	1,475				

UNGVARI, STEVEN & JILL
 7591 BRIGTON RD.
 BRIGTON MI 48116

SEC 25 T2N R5E COMM
 AT S 1/4 COR TH
 N89°E 331.68 FT TH
 N01°W 666.16 FT FOR
 POB TH N01°W 220 FT
 TH N89°E 332.24 FT
 TH S01°E 220 FT TH
 S89°W 332 FT TO POB
 CONT 1.678 AC SPLIT
 FR 025 2/93
 PARCEL A
 (Property address:
 7591 BRIGTON RD.,
 Map #: 1218)

99,853 Hinsald (100%)

Ad-Valorem+Special Acts Sch. * Class * Previous Current Board of Loss New *** Headlee *** Rns for July/Dec
 Property Number + Dist. Prev Curr Assessment Assessment Review Adjustment Additions Losses Change Tribunal

Property Number	Sch.	Class	Previous Assessment	Current Assessment	Board of Review	Loss Adjustment	New Additions	Headlee	Rns for July/Dec
11-25-400-040	47010	401 401	140,200	140,200		0	0	0	
	S.E.V.	-->	140,200	140,200					
	Capped	-->	140,200	142,303					
Acreage: 1.6780	Taxable	-->	140,200	140,200		0			

MCCORMICK, L. SCOTT & FILLHARD, JUL SEC 25 T2N R5E COMM
 7579 BRIGHTON RD.
 BRIGHTON MI 48116
 S 1/4 COR TH N89°E
 331.68 FT TH N01°W
 886.16 FT FOR POB TH
 N01°W 220 FT TH
 N89°E 332.38 FT TH
 S01°E 220 FT TH
 S89°W 332.24 TO POB
 CONT 1.678 AC SPLIT
 2/93 FR 025
 PARCEL B
 (Property address:
 7579 BRIGHTON RD.,
 Map #: 1218)

This parcel was Transferred on 12/28/2001 and the Taxable value for 2002 was 100% uncapped.
 Most recent sale was on 12/28/2001 for 265,000 by GMAC GLOBAL RELOCATION Terms: Arms-Length
 Lbr/Pg: 32750456

Ad-Valorem+Special Acts
 Property Number Sch. * Class * Previous Current Board of Loss +/- New **** Headlee **** Rsns for July/Dec
 + Dist. Prev Curr Assessment Assessment Review Review Additions Losses Change Tribunal

11-25-400-041	47010 401 401	27,600	163,400		0	0	135,800	135,800	0	B
	S.E.V. -->	27,600	163,400							
	Capped -->	17,750	153,816							
	Taxable -->	17,750	153,816			266				

Acreege: 1.6790
 DES CHAMPS, FRANK & BARBARASEC 25 T2N R5E COMM
 9401 LEE ROAD
 BRIGHTON MI 48116
 S 1/4 CORTH N89+E
 331.68 FT TH N01+W
 1106.16 FT FOR POB
 TH N01+W 120 FT TH
 N01+W 100 FT TH
 N89+E 332.53 FT TH
 TH S01+E 220 FT TH
 S89+E 332.38 FT TO
 POB CONT 1.679 AC
 SPLIT FR 025 2/93
 PARCEL C
 (Property address:
 7567 BRIGHTON RD,
 Map #: 1218)
 153,816 Hmsld (100%)

This parcel was Transferred on 06/26/1993 and the Taxable value for 1994 was 100% uncapped.

Most recent sale was on 09/27/1995 for 112,000 by BRIGHTON JEHOVAH WITNET terms: PTA Lbr/Pg:

Totals for all Parcels: Count= 10, S.E.V.= 564,500, Taxable= 469,051

MEMORANDUM

TO: Township Board
FROM: Mike Archinal; Township Manager
DATE: 12/18/02
RE: Dillon Water Service Agreement Amendment

Several weeks ago the Brighton Church of the Nazarene inquired about the availability of municipal water. They are considering an expansion to their facility that may require fire suppression. Without municipal water this would require the church to install expensive suppression tanks and fire pumps.

The contract was originally made to provide municipal water to an area impacted by groundwater contamination emanating from property in the City. The service contract has already been amended once to accommodate the Warden Lake Woods project and several other properties. Attached you will find information provided by the Assessor describing the proposed expanded service district.

I have reviewed this matter with Dana Foster. The City has expressed a willingness to consider expanding the service area covered under the Dillon Water Service Agreement. This area is adjacent to the water mains that serve Pine Creek. The City has asked for a formal request from the Township.

I look forward to discussing this matter with you at the 1/6/03 Board meeting.

Cc: Dana Foster; City of Brighton
Steve Varilone; Brivar Construction
Gary Markstrom; TTMP
Correspondence File

CITY OF BRIGHTON – GENOA TOWNSHIP

WATER SERVICE AGREEMENT

DATED: MAY 25, 2004

THIS CONTRACT, between the CITY OF BRIGHTON, a Michigan municipal corporation, with offices at 200 North First Street, Brighton, Michigan 48116, (hereinafter “City”), and the TOWNSHIP OF GENOA, a general law township, with offices at 2911 Dorr, Brighton, Michigan 48116, (hereinafter “Township”).

RECITALS

WHEREAS, the City owns and operates, a water supply system in the County of Livingston, State of Michigan; and,

WHEREAS, in order to solve a health problem for its residents, the Township desires to obtain a water supply from the City for three Churches in the area shown in Exhibit “B”.

NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties agree as follows:

1. **WATER SUPPLY SERVICE BY THE CITY**

The City shall provide, and the Township residents shall purchase water from the City. The water supplied shall service only from three existing Churches in the area of the Township outlined in Exhibit “B”.

2. **PURCHASE OF WATER SUPPLY SERVICE**

The City and Township agree that the Township shall require, by Ordinance, all the Churches within the Township outlined in Exhibit “B” to connect and purchase water services which are provided by the City’s system under the terms of this Contract.

3. **COMPENSATION**

A. **PAYMENT IN LIEU OF TAXES**

Each of the Churches connected to the City’s water supply shall be charged a fee of One Hundred and No/100 (\$100.00) Dollars per year which is to be paid at the rate of Twenty-Five and No/100 (\$25.00) Dollars per quarter.

B. **CONNECTION PERMIT CHARGE – WATER SUPPLY SERVICE**

The City and Township agree that a payment shall be made to the City for each individual Water Connection Permit Charge. The charge shall be the current City

connection fee as adopted by the Brighton City Council from time to time. In addition, at the time of execution of this Agreement, the Township shall pay to the City the sum of FORTY FIVE THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS AND 14/100 (\$45,567.14) for connection fees for the Brighton Church of the Nazarene which is located at 7669 Brighton Road and which is currently under construction.

C. OPERATION, MAINTENANCE AND EQUIPMENT REPLACEMENT
CHARGE – WATER SUPPLY SYSTEM

The Township agrees that each Church connected to the City's water supply shall pay to the City a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Water Supply System as adopted by the Brighton City Council by ordinance from time to time plus a ten (10%) percent premium above what City residents pay for said costs.

D. COLLECTION

(1) The City agrees to bill and collect water service charges as determined by the City of Brighton.

(2) Annually, prior to June 1, the City shall certify to the Township Assessing Officer all the rates, charges and fees together with interest and penalties, owing by Township users delinquent as of the end of the March billing period and such assessing officer shall enter the same on the appropriate tax roll as a lien against the premises to which the services had been rendered, and the Township shall promptly remit to the City all sums so collected. If the Township fails or neglects to so enter such delinquent charges on its next tax roll, the Township shall pay to the City such charges not later than September 15 of the year of such certification. The Township pledges its full faith and credit for all charges set forth in this Contract.

(3) The Township agrees to remit to the City all special assessment charges and applicable penalties, fees and interest from the Township tax collections within ten (10) business days after the 1st and 15th of each month collections, but no later than the Township's receipt of delinquent taxes and special assessments from the Livingston County delinquent Tax Revolving Fund.

(4) In the even the County does not remit delinquent taxes to the local units through a tax revolving fund or if the Township is in default of the Contract, then the City reserves the right to discontinue service to the defaulted property owner.

4. DEFAULT

A. The City reserves the right to discontinue service to the Township in the event that the Township is in default of this Contract, as well as to exercise any other additional remedies provided by law.

B. The City may charge interest for any over due payments. Each Church shall be considered a utility account subject to the same overdue penalty conditions as any other account, i.e., ten (10%) percent late penalty charge. Additionally, the City may charge interest for any overdue payments. The interest rate charged shall be the maximum permitted by law, but in no event shall the interest charges exceed twenty-five (25%) percent per annum on the unpaid balance of the debt. The payments shall be considered overdue if not paid pursuant to the times prescribed by the City. Default includes, but is not limited to, either nonpayment or late payment.

5. CONSTRUCTION OF WATER MAINS TO SERVE THE TOWNSHIP

A. The City shall have no responsibility to pay for the cost of designing and constructing sewage and water facilities located in the area outlined in Exhibit "B".

B. All design and construction of water facilities in the Township shall be supervised and approved by the City's Engineer.

C. Upon completion of the construction of all of the water facilities located in the Township, the water facilities shall be dedicated to the City free of charge. Should the City permanently discontinue water service to the Township for any reason, the Township shall, at its option, upon giving written notice to the City, become the owner of all the water facilities including meters located on the property located in the area of the Township outlined in Exhibit "B", subject only to the City's right to use the water facilities for transmission of water to other areas which are then serviced by the use of such facilities located within the area of the Township outlined in Exhibit "B". In the event the Township becomes the owner of the water facilities located within the area defined in Exhibit "B", the Township shall reimburse the City for all costs and/or expenditures incurred by the City, excepting therefrom only routine maintenance costs and/or expenditures.

D. Detailed records, including drawn plans of any construction, alteration, addition or relocation of water facilities located in the Township shall be kept on file by the City and copies shall be delivered to the Township.

E. The Township shall obtain any necessary easements and permits required to accomplish the goals of this Contract. Additionally, the Township shall grant a franchise to the City and obtain permission for the City to use streets, highways, alleys and other rights of way within the Township under its control for the purpose of maintaining and repairing water facilities located within the Township. After initial construction, the Township shall restore all existing structures or improvements lying in said rights of way of construction to as good a condition as before the construction took place and shall save harmless the City from any and all liability, claims, suits, actions or causes of action for damages, for injuries or otherwise by reason of the construction work hereinabove provided for.

F. The Township, by ordinance, shall provide that the Churches shall install and maintain all service leads to individual premises including meters and valves and bear the cost of connecting said service leads to and from the City's water facilities located within the Township. The City's responsibility and liability shall end at the property line of each Church.

6. MAINTENANCE AND REPAIR OF WATER FACILITIES TO SERVE THE TOWNSHIP

A. All maintenance and repair costs associated with the water facilities located within the Township shall be borne by the City.

B. The Township shall provide to the City the legal right of access to the service area for the purposes of construction, maintenance and repair.

7. METERING

Each church served by the City's water supply shall be metered with a remote encoder receptacle. The City shall be responsible for reading meters and preparing bills.

8. TERM

The term of this Contract shall commence on the date hereto and terminate thirty (30) years hence, unless the water supply system permanently discontinues operation during this term; under such circumstances the Contract shall expire. The City and the Township agree that this Contract may be extended if mutually agreeable terms are agreed upon by the City and the Township at the time of the expiration of this Contract.

9. CONTAMINATION OF WATER SUPPLY

For the protection of all consumers supplied with water from the City's system, the Township agrees to guard carefully against all forms of contamination and that, if at any time contamination should occur, the area or areas affected shall immediately be shut off and isolated and remain so until such condition shall have been abated and the water declared again safe or fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

10. EXCLUSIVE SERVICE

During the term of this Contract, the City shall have the exclusive right to treat sanitary sewage originating in the service area and to provide water to the service area as outlined in Exhibit "B".

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In the event the proper operation of the water supply system requires the City to discontinue temporarily all or part of the water supply system servicing the Township, no claims for damages for such discontinuance shall be made by the Township upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection to the City's water supply system, the City, prior to such interruption, shall give the Township reasonable notice of the time, duration and area affected by the interruption of service.

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No failure or delay in the performance of the executed Water Service Contract by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not in the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment.

13. INDEMNIFICATION

The Township agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Contract:

A. Any negligent or tortuous acts, errors or omissions of the Township or any of its personnel, employees, subcontractors, or consultants in the construction, operation, or maintenance of the water supply system and facilities, notwithstanding any prior approval of the City of the plans and specifications relating to the construction of such systems and facilities and inspections conducted thereof by the City; and,

B. Any failure by the Township or any of its personnel, employees, consultants, or subcontractors, to perform its obligations, either express or implied, under this Contract or any negligent or tortuous acts, errors or omissions of the Township, its personnel, employees, consultants or subcontractors.

14. INSURANCE

During the term of this Contract, both parties shall maintain public liability insurance for the water supply system. Evidence of such insurance in a form approved by the City's attorney for insurance obtained by the Township for the City as a named additional insured and by the Township's attorney for insurance obtained by the City shall be provided prior to the provision of water to the Township annually.

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A. Within thirty (30) calendar days after a grievance is noted, the offended legislative body shall inform the other legislative body of their disagreement in writing. The non-aggrieved party shall have up to thirty (30) days in which to respond to the grievance. This response shall be in writing.

B. Should the parties be unable to resolve their differences within sixty (60) days of the date of the written response to the grievance or be then unable to agree upon a method to mediate and resolve their differences, either party may seek its lawful or equitable remedies in the Michigan Court having lawful jurisdiction over the subject matter of the dispute.

18. NON-ASSIGNABILITY

This Contract is not assignable by the Township without written consent from the City.

19. SUCCESSORS


It's hereby agreed that this Contract shall be binding upon all successor governmental units that may assume jurisdiction over all or part of the areas now governed by the parties.

20. SEVERABILITY

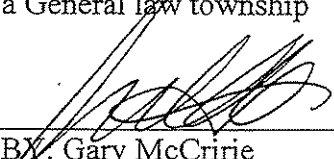
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WITNESSES:

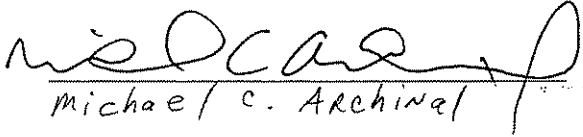
TOWNSHIP OF GENOA,
a General law township



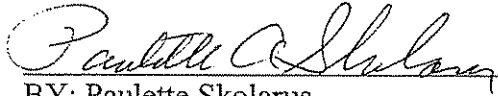
Michael C. Archinal



BY: Gary McCrie
ITS: Supervisor



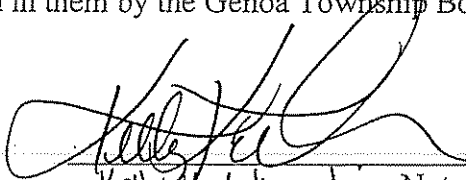
Michael C. Archinal



BY: Paulette Skolarus
ITS: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)






On this 25th day of MAY, 2004, before me a Notary Public in and for said county, personally appeared Gary McCrie, to me known to be the Supervisor of the Township of Genoa, and Paulette Skolarus, to me known to be the Clerk of the Township of Genoa, who being by me duly sworn, did say that they executed the foregoing Agreement on Behalf of the Township of Genoa, by authority duly invested in them by the Genoa Township Board.

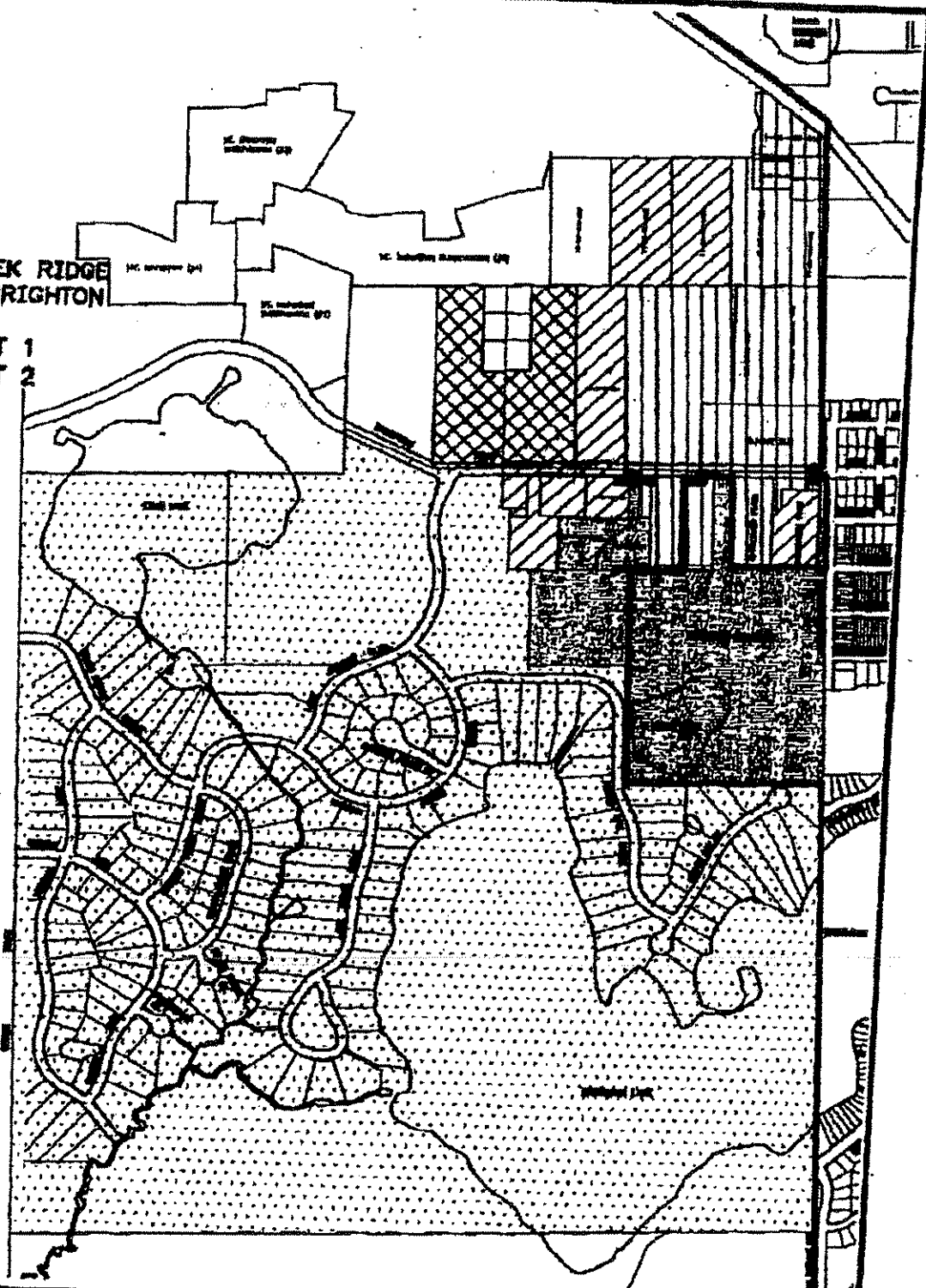


Kelly Kolakowski, Notary Public
Livingston County, Michigan
My Commission expires: 3/8/06

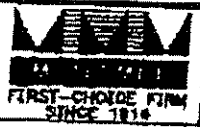


LEGEND

-  PINE CREEK RIDGE
-  CITY OF BRIGHTON
-  EXISTING
-  AMENDMENT 1
-  AMENDMENT 2



**McNAMEE
PORTER
& SEELEY
INC.**



CITY OF BRIGHTON, MICHIGAN
UTILITY MAPPING

DILLON STREET WATER EXHIBIT B

CONTRACT

SHEET

1

OF 1

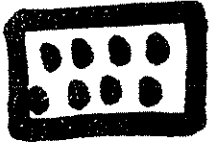
DATE 6-26-03

CHECKED

± NONE

GRED

LEGEND



Pine Creek Ridge



City of Brighton



Existing



Proposed

BRIGHTON

100-001

200-027

200-028
200-024

200-032

200-031

200-030

201

202

BRIGHTON AREA SCHOOLS

200-019

200-020

200-021

200-022

203

100-009

300-016

400-016

400-015

NORDEN LAKE

400-019

400-021

301-2

400-027

400-013

400-028

400-029

400-012

400-031
400-032
400-033

300-038

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400-041

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400-082

400-084

400-035

400-088

400-018

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402

300-047

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400-034

ROAD

400-089

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300-028

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BRIGHTON

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200-024

200-032

200-031

200-021

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200-025

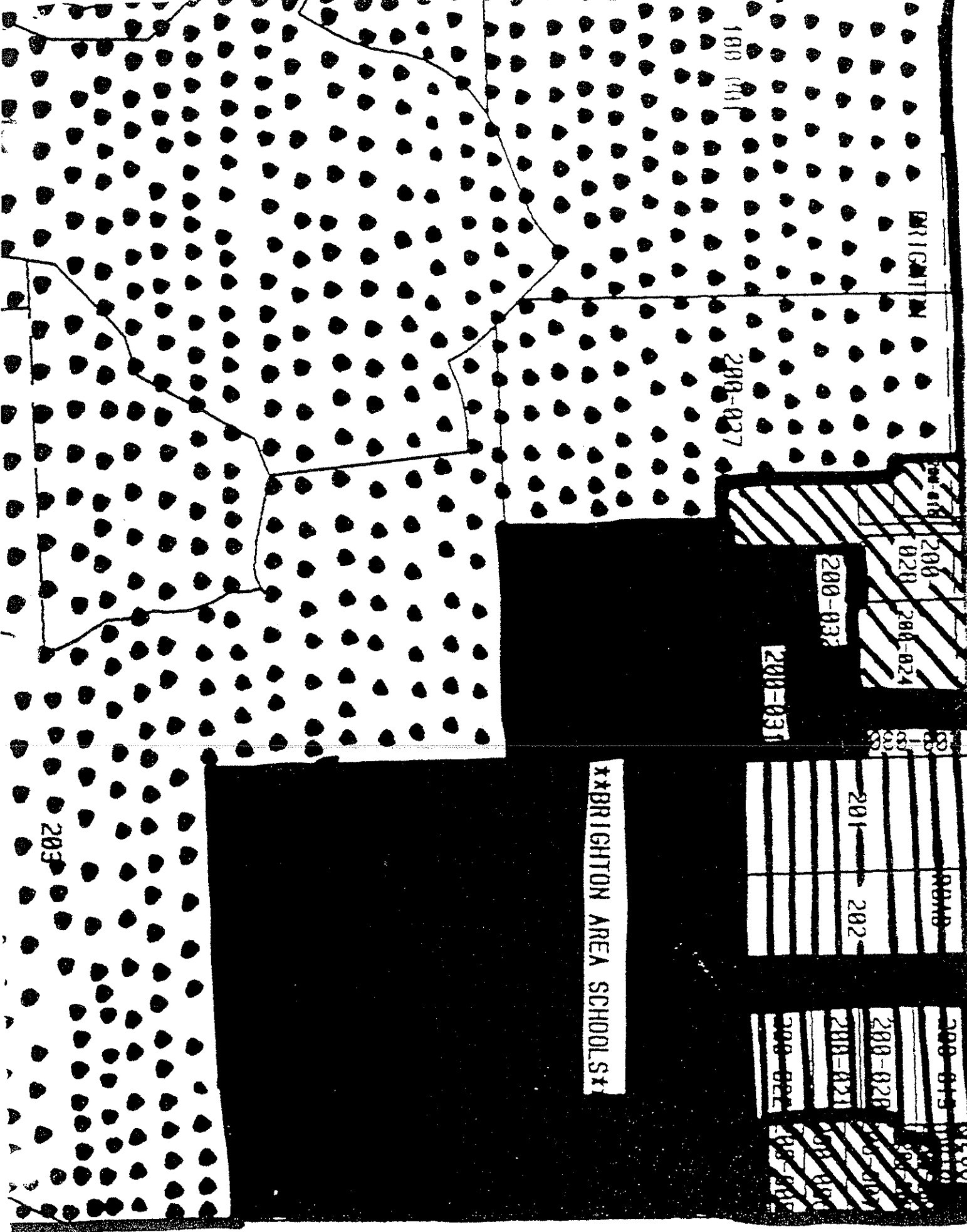
200-028

200-021

200-022

BRIGHTON AREA SCHOOLS

203



100-009

300-016

301-2

400-016

400-015

HORDEN LAKE

400-018

400-021

400-027

400-013

400-028

400-029

400-012

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400-004

400-002

400-008

400-010

400-012

311

300-028

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400-034

400-038

400-026

400-004

400-002

400-008

400-010

400-012

ROAD

RECEIVED

MAR 3 1992

Ans'd.....

Agreement Between
MICHIGAN DEPARTMENT OF PUBLIC HEALTH
hereinafter referred to as the "Department"

and

GENOA TOWNSHIP
2980 Dorr Road
Brighton, Michigan 48116
Federal I.D. # 38-190-4651
hereinafter referred to as the "Agency"

for

Provision of Alternate Water Supply
in the Holly Road Area

For the Period April 1, 1992 through June 30, 1993

Purpose - The purpose of this agreement is to respond to water supply well contamination through funds made available for interim response under Act 328, P.A. 1988, the Environmental Protection Bond Implementation Act.

Objectives - This contract provides for the extension of the City of Brighton's municipal water system into Genoa Township, and connection of up to seventy two (72) residences to the water supply.

Methodology and Program Content - The contracted service will be administered by the Agency. The Agency will contract for the services to be performed.

The extent of the services to be performed is detailed in the signed Program Budget Summary and detail schedules.

Program Budget and Agreement Amount - The Department under the terms of this agreement will provide funding not to exceed \$750,000 (100% state participation). This amount must be supported by a completed and signed Program Budget Summary and supporting detail schedules hereby made part of this agreement.

Any equipment purchases supported in whole or in part through this agreement must be detailed in the supporting detail schedule. Equipment means tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit. Title to equipment or other nonexpendable personal property having a unit acquisition cost of less than \$1,000 shall vest with the Agency upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$1,000 or more, to the extent that the department's proportionate interest in such equipment and personal property supports such retention or transfer of title.

A deviation allowance increasing an established budget category by \$1,000 or 15%, whichever is greater, is permissible without prior written approval of the Department.

Any modifications or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented.

This deviation allowance does not authorize new categories, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

This agreement is conditionally approved subject to the availability of funds.

Responsibilities - Agency - The Agency, in accordance with the general purposes and objectives of this agreement, will:

- a. Provide for the extension of the Brighton municipal water system into the Holly Road area of groundwater contamination in Genoa Township.
- b. Provide for water service connections for up to seventy two (72) residences. This includes taps, service lines, meters, and plumbing connections.
- c. Provide for engineering and oversight for the project.
- d. Inform all bidders that some or all of the work will be performed in an area of known groundwater contamination.
- e. Provide the necessary administrative, professional, and technical staff for operation of the program.
- f. Utilize all report forms and reporting formats required by the Department.
- g. Maintain adequate program and fiscal records and files including source documentation to support program activities and all expenditures made under the terms of this agreement, as required.
- h. Permit upon reasonable notification and at reasonable times, authorized representatives of the Department, Federal Grantor Agency, Comptroller General of the United States, or any other duly authorized representatives, to the extent authorized by applicable state or federal law, rule or regulation, to review all records, files, and documentation related to this agreement.

- i. Provide, consistent with regulations set forth by the federal Office of Management and Budget, a copy of the annual audit of the Agency to the Michigan Department of Public Health, Office of Budget and Finance within 180 days after the ending date of the agreement. This audit submission requirement pertains to all agencies which receive \$25,000 or more in aggregate state and federal funding. Agencies receiving \$100,000 or more in aggregate state/federal funds are subject to an organization-wide financial and compliance audit requirement (including a review of the internal control structure). Agencies receiving State/Federal funds of \$25,000 to \$100,000 (or non-profit organizations receiving \$100,000 or more under only one program) have the option of submitting an audit of the individual award(s) in accordance with the laws and regulations governing the program(s) in which they participate.
- j. Submit all subcontracts for review by the Department prior to execution for authorization under the master agreement. Signed contracts shall be submitted within thirty (30) days after execution and will become attachments to this master agreement. All subcontracts shall require the subcontractor to comply with all applicable terms and conditions of this master agreement. In the event of a conflict between this master agreement and provisions of a subcontract, the provisions of the master agreement shall prevail.
- k. Assure that all terms of the agreement will be appropriately adhered to; and, that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than seven years from the date of termination, the date of submission of the final expenditure report, or until audit findings have been resolved.
- l. Assure that all applicable federal and state laws, guidelines, rules, and regulations will be complied with in carrying out the terms of this agreement, including submission of a copy of any audit report related in whole or part to this program.
- m. Assure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accord with the principles and requirements of OMB Circular A-102 or A-110 as applicable and that records sufficient to document the significant history of all purchases are maintained for a minimum of seven years after the end of the agreement period.
- n. Inform the Department of any employee assigned to this program who has retired from State of Michigan employment

under Acts 2 and 3 of P.A. 1984 (Early Retirement Program). A monthly report shall be required on the first of each month reporting the names of State early retirees who performed work in the previous month on the program(s) covered under this agreement. Such reports are not required for any State early retiree who reaches the age of 62 years.

- o. Assure that the requirements of the federal Single Audit Act of 1984 are complied with.
- p. Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source which would require or result in significant modification in the provision of services or funding or compliance with operations procedures.

Responsibilities - Department - The Department in accordance with the general purposes and objectives of this agreement will:

- a. Provide payment in accordance with this agreement in an amount not to exceed \$750,000 for anticipated project expenditures and \$750,000 for contingencies based upon appropriate reports, records, and documentation maintained by the Agency.
- b. Provide any special report forms and reporting formats required by the Department for operation of the program.

Assurances - The following assurances are hereby given to the Michigan Department of Public Health:

- a. The agency will comply with the Anti-Lobbying Act, Public Law 101-121, Section 319, and the OMB Interim Final Guidance, the "Governmentwide Guidance for New Restrictions on Lobbying", dated December 18, 1989. Further, the agency shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. The agency assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Michigan Handicapper's Civil Rights Act (1976, PA 220), and the Michigan Civil Rights Act (1976 PA 453), no individual shall, on the ground of race, creed,

age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity provided by this Agency.

Additionally, in accordance with the Governor's Executive Directive 1989-1, assurance is given to the Department of Public Health that appropriate affirmative action will be taken to identify and encourage the participation of minority, women, and handicapper owned business in contract solicitations. The agency shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority, women and handicapper owned business in subcontracting; (2) requiring contractors to demonstrate efforts they have made to enter into subcontracts with such businesses; and (3) making discrimination a material breach of contract.

Payment and Reporting Procedures - An operating advance may be provided by the Department to the Agency to assist in initiating the program. The advance amount requested must be reasonable in relationship to the program's requirements, billing cycle, etc.; and in no case exceed the amount required for 90 days operating expense.

The monthly Financial Status Report (FIN-130) will be utilized to replenish the operating funds on a regular recurring basis.

Any unobligated balance of funds on hand in the agency at the end of the agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

Financial Status Reports (FIN-130) shall be prepared and submitted to the Department, Division of Water Supply, on a monthly basis, not later than fifteen (15) days after the close of each calendar month. The monthly Financial Status Reports must reflect total actual program expenditures regardless of the source of funds. The Department will reimburse the Local Agency for total expenditures reported less the proportionate share provided by other funding sources as stated in this agreement.

Agreement Period - The Department has the option to assume no responsibility or liability for costs incurred by the Agency prior to the signing of this agreement.

This agreement is in full force and effect from April 1, 1992, through June 30, 1993. This agreement may be terminated by either party by giving sixty (60) days written notice to the other party stating the reasons for termination and effective date or, upon the failure of either party to carry out the terms of the agreement, by giving ten (10) days written notice to the other party stating cause and effective date.

Upon any such termination, any funds not authorized for use shall be returned to the Department.

Amendments - Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement.

Debarment and Suspension - Assurance is hereby given to the Department that the Agency will comply with federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that it and its subcontractors:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b. have not within a 3 year period preceding this agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or for otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section b, and;
- d. have not within a 3 year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Liability - All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Agency in the performance of this agreement shall be the responsibility of the agency, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Agency, any subcontractor, anyone directly or indirectly employed by the Agency, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Agency or its employees by statute or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this agreement shall be the responsibility of the Department and not the responsibility of the Agency if the liability, loss, or damage is caused by, or

arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (the Department) or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Agency and the Department in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Agency and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Agency, the State, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

Conflict of Interest - The Agency and the Department are subject to the provisions of 1968 P.A. 317, as amended, and 1973 P.A. 196, as amended.

Confidentiality - Both the Department and the Agency shall assure that medical services to and information contained in medical records of persons served under this agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the responsible person's written consent, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals.

Compliance - The Agency will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement.

The Agency will comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement.

Special Certification - The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official, or agency.

FOR THE AGENCY:

<u>Paulth A. Sholara</u>	<u>Club</u>	<u>3-25-92</u>
Signature	Title	Date

FOR THE DEPARTMENT:

<u>Robert K. Stanton</u>	<u>MSUR</u>	<u>5-22-92</u>
Signature	Title	Date

RECOMMENDED BY:

<u>James K. Cleland</u>	<u>Chief Div. of Water Supply</u>	<u>3/26/92</u>
Signature James K. Cleland, P.E.	Title	Date

PROGRAM BUDGET SUMMARY

MOFPI
1/84-1110
12/84 1110

Contract No.
Holly RD
Date Prepared
2/27/92

Title: **328 P.A. 1988-Quality of Life Bond** Code: Budget Period: **4/1/92 to 6/30/93**

Local Agency: **Genoa Township** Original Budget: Amended Budget: Amendment Number: _____
Address: **2980 Dorr Road** City: **Brighton,** State: **Michigan** ZIP Code: **48116** Employer Identification No.: **38-190-4651**

CATEGORY	AGREEMENT BUDGET			LOCAL BUDGET	
	TOTAL BUDGET	CURRENT YEAR PORTION	SUBSEQUENT YEAR PORTION	CURRENT YEAR 19	SUBSEQUENT YEAR 19
1	Salaries & Wages				
2	Fringe Benefits				
3	Travel				
4	Supplies & Materials				
5	Contractual (Sub-Contracts)	750,000.00			
6	Equipment				
7	Other Expenses:				
8	TOTAL DIRECT	750,000.00			
9	Indirect Costs				
10	Other Cost Distributions				
11	TOTAL EXPENDITURES	750,000.00			
12	Less: Fees & Collections				
13	FUNDS REQUIRED	750,000.00			

SOURCE OF FUNDS					
14	State Agreement	<u>100</u> %	750,000.00		
15	Local	_____ %			
16	Federal				
17	Other				
18	TOTAL FUNDING		750,000.00		

CERTIFICATION: I certify that I am authorized to sign on behalf of the local agency. This budget represents cost necessary for the administration and operation of the program. Adequate documentation and records will be maintained to support all required program expenditures.

NAME: X. Pauline A. Shore TITLE: Clk DATE: 3-25-92

PROGRAM BUDGET - COST DETAIL SCHEDULE

MOON
RN 115
12/84 Rev.

Program Act 328 P.A. 1988 - Quality of Life Bond	Code	Budget Period 4/1/92 to 6/30/92	Date Prepared 2/27/92
LOCAL AGENCY Genoa Township, Livingston County	Original Budget <input checked="" type="checkbox"/>	Amended Budget <input type="checkbox"/>	Amendment Number

DESCRIPTION	QUANTITY	ITEM TOTAL	SUB - CATEGORY / CATEGORY TOTAL
<u>Contractual</u>			
12 inch ductile iron pipe	2,300 lf	80,000.00	
12 inch gate valve	5	7,300.00	
8 inch ductile iron pipe	5,000 lf	168,000.00	
8 inch gate valve	9	7,040.00	
Hydrant assembly	11	19,800.00	
House connection including: water meter & installation service lead pavement restoration seed and mulch	72	180,000.00	
Construction Total			462,140.00
Engineering (cannot exceed 15 of total construction costs)			76,000.00
Capacity reservation charge			31,860.00
Brighton municipal connection charge	72		180,000.00
Total Project Cost			750,000.00

RECEIVED
 FEB 25 1992
 EAST LIVINGSTON TOWNSHIP

Genoa Charter Township
Ordinance#: 5172010

An ordinance to designate an enforcing agency to discharge the responsibility of the County of Livingston, under the provisions of the Stille-DeRossette-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501 et seq.

The Charter Township of Genoa ordains:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the Michigan (Building, Electrical, Mechanical or Plumbing) Code, in accordance with Section 8b(6) of 1972 PA 230, the (Building, Electrical, Mechanical, or Plumbing) Code Official of Genoa Charter Township is hereby designated as the enforcing agency to discharge the responsibility of the County of Livingston under 1972 PA 230, State of Michigan. Genoa Charter Township assumes responsibility for the administration and enforcement of said Act throughout its corporate limits.

Section 2. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 3. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with provisions of the Act governing same.

Adopted this _____ day of _____, _____.

This ordinance duly adopted on _____ at a regular meeting of the Genoa Charter Township Board of Trustees and will become effective _____.

Date: _____, _____.

Signed: _____

Polly Skolarus
Clerk of Genoa Charter Township

Attested: _____

Gary McCririe
Supervisor of Genoa Charter Township

SAMPLE ORDINANCE STATE CODE

Ordinance Number

An ordinance to designate an enforcing agency to discharge the responsibility of the (County, City, Village or Township) of _____ (Name of Unit of Government) located in _____ County, under the provisions of the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501 et seq.

The _____ (County, City, Village, or Township) of _____ (Name of Unit of Government) ordains:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the Michigan (Building, Electrical, Mechanical or Plumbing) Code, in accordance with Section 8b(6) of 1972 PA 230, the (Building, Electrical, Mechanical, or Plumbing) Code Official of the _____ (County, City, Village or Township) of _____ (Name of Unit of Government) is hereby designated as the enforcing agency to discharge the responsibility of the _____ (County, City, Village, or Township) of _____ (Name of Unit of Government) under 1972 PA 230, State of Michigan. The _____ (County, City, Village, or Township) of _____ (Name of Unit of Government) assumes responsibility for the administration and enforcement of said Act throughout its corporate limits.

Section 2. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 3. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with provisions of the Act governing same.

Adopted this _____ day of _____, _____ (Year).
This ordinance duly adopted on _____ at a regular meeting of the _____ (adopting body) and will become effective _____.

Date: _____, _____ (Year).

Signed: _____ Clerk of the _____ (County, City, Village, or Township) of _____ (Name of Unit of Government).

Attested: _____ (Chair, Mayor, Supervisor or President) of the _____ (County, City, Village, or Township) of _____ (Name of Unit of Government).

ORDINANCES AND APPLICATIONS TO ADMINISTER AND ENFORCE THE CODE

A governmental subdivision may by ordinance assume responsibility for administration and enforcement of this act within its political boundary.

When a unit of government wishes to become responsible for the administration and enforcement of a construction code they must first *adopt an ordinance to that effect and submit it to the commission with an application for approval to administer and enforce the act.* The adoption date by the municipality is not the effective enforcement date.

Section 8b (1) of the Act set forth the requirements for ordinances and Sec 8b (6) set forth the standards for approval to administer and enforce codes which include:

- Certification by the governmental subdivision that the enforcing agency is qualified by experience or training to administer and enforce this act and the code and all related acts and rules.
- Agency personnel are provided as necessary.
- Administrative services are provided.
- Plan review services are provided.
- Timely field inspection services will be provided.

Bureau staff reviews all applications and related documentation for compliance. Upon successful review, the governmental subdivision will be notified of the date the application will be presented to the Commission for formal approval. The Commission must render a decision and transmit its findings to the governmental subdivision within 90 days of receipt of the application.

A sample ordinance and application to administer and enforce appear at the end of this section.

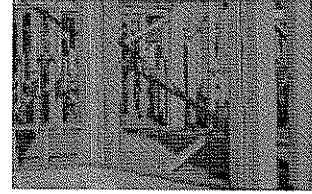
A governmental subdivision may rescind an ordinance adopted to administer and enforce the code thereby transferring the responsibility for administration and enforcement of the act and the code to the county or the director.

Section 8b (7) further states "The director shall assume responsibility for administering and enforcing this act and the code in that governmental subdivision, unless the county within which that governmental subdivision is located has submitted a notice of intent to continue to administer and enforce the code. However, that action shall not take effect until 12 months after the passage of an ordinance to that effect."

[Member Information Home](#) > [Township Topics](#) > [Services and Programs](#) > Construction Code Enforcement

Construction Code Enforcement

Township boards have the option of enforcing the State's construction code. If a township determines to enforce the State Construction Code within the township, the township must designate an enforcing agency. The agency may be any qualified official or agent of the township licensed by the state. Two or more municipalities may also agree to jointly appoint an enforcing agency .



Townships that enforce the construction code must create a construction board of appeals. The construction board must consist of not less than three nor more than seven members and are appointed by the township supervisor (with board approval) for two-year terms. A CBA member must be qualified by experience or training in the building trades ([MCL 125.1514](#)).

The [Office of Local Government and Consumer Services](#) is responsible for investigation of consumer licensing complaints, performance evaluations of local enforcing agencies, applications and ordinances for approval to administer and enforce construction codes locally, registration of construction code and fire inspectors, and approval of training programs for code inspectors.

To download permits, forms and other information, click on the links below or the "Quick Links" on the right.

[Building Division](#)

[Electrical Division](#)

[Mechanical Division](#)

[Plumbing Division](#)

[State Fire Marshall](#)

[International Property Maintenance Code information](#)

This page last updated on 1/14/2010.

This page was printed from Michigan Townships Association (<http://www.michigantownships.org/>) and was accurate as of Thursday, April 22, 2010 at 11:52:51 AM.

Original Page URL: <http://www.michigantownships.org/construction.asp>

A governmental subdivision may be ordinance assume responsibility for administration and enforcement of this act within its political boundary.

When a unit of government wishes to become responsibility for the administration and enforcement of a construction code they must first adopt an ordinance to that effect and submit it to the commission with an application for approval to administer and enforce the act. The adoption date by the municipality is not the effective enforcement date.

Section 8b (1) of the Act set forth the requirements for ordinances and Sec. 8b (6) set forth the standards for approval to administer and enforce codes which include:

- Certification by the governmental subdivision that the enforcing agency is qualified by experience or training to administer and enforce this act and the code and all related acts and rules.
- Agency personnel are provided as necessary.
- Administrative services are provided.
- Timely field inspection services will be provided.

Bureau staff reviews all applications and related documentation for compliance. Upon successful review, the governmental subdivision will be notified of the date, the application will be presented to the Commission for formal approval. The Commission must render a decision and transmit its findings to the governmental subdivision within 90 days of receipt of the application.

A sample ordinance and application to administer and enforce appear at the end of this section.

A governmental subdivision may rescind an ordinance adopted to administer and enforce the code thereby transferring the responsibility for administration and enforcement of the act and the code of the county or the director.

Section 8b (7) further states "The director shall assume responsibility for administering and enforcing this act and the code in that governmental subdivision, unless the county within which that governmental subdivision is located has submitted a notice of intent to continue to administer and enforce the code. However, that action shall not take effect until 12 months after the passage of an ordinance to that effect".



Genoa Charter Township

2911 Dorr Road • Brighton, Michigan 48116 • (810) 227-5225 • Fax (810) 227-3420 • www.genoa.org

April 29, 2010

Mike Craine
Livingston County Road Commission
3535 Grand Oaks Drive
Howell, Michigan 48843

Re: Primary Pavement Preservation Program Partnership

Dear Mr. Craine,

Thank you for contacting us in regard to partnering with the Road Commission to help preserve primary roads in the Township. Genoa Township has demonstrated a commitment to helping improve road quality in our community. In the last ten (10) years the Township General Fund has expended approximately \$3,000,000 dollars on improvements to County roadways within our jurisdiction. Through the Special Assessment process our residents have spent considerable amounts on County roads as well. Given this commitment, I hope that it will come as no surprise that the Township is interested in taking advantage of your partnership program to help improve our primary roadways.

Like you, we have also been able to budget a small amount of money for road improvements this year. The Township has set aside \$50,000 in a road improvement fund for the 2010 fiscal year. We have allocated \$20,000 to continue our program of crack sealing County roads in residential subdivisions. For the remaining \$30,000 we would like to propose a partnership with the Road Commission to improve Bendix Road from Grand River Avenue to Hacker Road. Bendix Road has a PASER rating of 3 and is approximately 1,400 linear feet. The Township appreciates the opportunity to "pool investments" and we hope that the Road Commission will consider the Township's proven track record of supporting public roads when reviewing our request.

I trust this meets your needs at this time. Please contact me at (810) 227-5225 with any questions or concerns you may have.

Sincerely,

Kelly VanMarter
Planning Director

Cc: Township Board
Correspondence

Supervisor
Gary T. McCririe

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

H. James Mortensen • Jean W. Ledford • Todd W. Smith • Steven Wildman

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

April 9, 2010

To: All Livingston County Township Boards

Subject: Partners Wanted—Primary Pavement Preservation Program

Dear Board Members:

This year we were able to budget a small amount of money for pavement repairs on the Primary Road system—\$450,000. We are going to use \$100,000 for crack filling and similar activities. This leaves \$350,000 for other repairs.

We have been approached by two townships about repairing roads in their communities and they have offered funds to make our money go further. Our Board felt it would be fairest if we gave everybody the same opportunity. This also gives us the opportunity to build on this program for future years.

We are enclosing a list of roads that are particularly ripe for an improvement. These are the roads that have just slipped into a recoverable "Poor" condition and those in "Fair" condition (Ratings 3, 4, and 5 in the PASER system that is used here in Michigan). You are not restricted to these roads, but we thought a targeted list might help. If your mailing does not include a list of one or two of these condition categories, it means there is no Primary Road segment with that rating in your township. We also are including a list of mileage in each condition in your township and in the county.

You are free to request a project from among other Primary Roads than these. We will select projects based upon the ability to "bundle" projects so that they are attractive to bidders, the cost-effectiveness of the fix available for the road, and the amount of financial leverage our \$350,000 gets. We'll share the results with you after the LCRC Board meeting of May 13.

In addition to the categories 3, 4, and 5 lists, there is a short description of the procedures, a guide to ratings and remedies, and a summary of the rating conditions for Primary Roads in your township. More rating information is available but time is the limiting factor if we are to get some projects done this year.

In order to get projects out this year, there is a very short turnaround. We need to hear from you by **May 3** in order to evaluate the project candidates and figure out the best fit. I know that this may not meet your regular meeting schedule and I apologize for the inconvenience. We can improve on this greatly in future years if the program continues.

None of us has a lot of money but most of us have a little money. If we can find a way to pool investments, perhaps we can get through this economic downturn without a huge reconstruction debt when the economy improves.

If you have questions or comments about the process, please let me know. E-mail is the best way to do this. My address is mcraine@livingstonroads.org.

Sincerely,



Michael Craine
Managing Director

Primary Pavement Preservation Program

If you are interested in pursuing a project this year, please do the following:

1. Identify the road segment that you are interested in helping to improve. Please include the starting and stopping points (From/To).
2. Indicate the amount of money that you are considering investing.
3. E-mail no later than **May 3** to mcraine@livingstonroads.org or drop off at our office.
4. Please designate your contact person if we have questions for you while we evaluate the requests.

We will be making a recommendation to the Board at its meeting of May 13 at 9:30 a.m.

PASER Asphalt Pavement Conditions ♦ Denotes Priority Distress

Condition	Strategy	Cost Factors
<p>Asphalt 10 – Excellent New construction. No defects. Less than 1 year old. Only a "10" for 1 year. <i>Remedy / Action</i> No action required.</p>	<p>Monitor & enjoy the ride.</p>	<p>No expense beyond painting & plowing.</p>
<p>Asphalt 9 – Excellent Like new condition. Recent overlay. More than 1 year old. No defects. <i>Remedy / Action</i> No action required.</p>	<p>Ride On! Keep rating.</p>	<p>See above</p>
<p>Asphalt 8 – Very Good ♦ Occasional transverse crack >40' apart. ♦ All cracks tight (hairline). Recent seal coat or slurry seal. Few if any longitudinal cracks on joints. <i>Remedy / Action</i> Little or no maintenance required.</p>	<p>Monitor cracking</p>	<p>Usually none</p>
<p>Asphalt 7 – Good ♦ Longitudinal crack on paving joint open < ¼". ♦ Transverse cracks 10'-40' apart. ♦ Transverse cracks open < ¼". First signs of wear. Little or no crack erosion. Little or no raveling. Few if any patches in good condition. <i>Remedy / Action</i> Maintain with crack seal.</p>	<p>Crack fill</p>	<p>Typically \$5,000 per mile</p>
<p>Asphalt 6 – Good ♦ Longitudinal cracks open ¼" – ½". ♦ Transverse cracks open ¼" – ½". ♦ Transverse cracks less than 10' apart. ♦ First sign of block cracking. Sound structural condition. Blocks are large and stable. Slight to moderate polishing or flushing. No patches or few in good condition. Slight raveling. <i>Remedy / Action</i> Maintain with sealcoat.</p>	<p>Additional crack filling and single course chip seal</p>	<p>\$35,000 per mile</p>

<p>Asphalt 5 – Fair</p> <ul style="list-style-type: none"> ◆ Longitudinal cracks $> \frac{1}{8}$". ◆ Transverse cracks $> \frac{1}{8}$". ◆ Secondary cracks (crack raveling). ◆ $< 50\%$ of block cracking. ◆ First signs of longitudinal cracks at edges. <p>Sound structural condition. Patching/wedging in good condition Moderate raveling. Extensive to severe flushing & polishing.</p> <p><i>Remedy / Action</i> Maintain with sealcoat or thin overlay.</p>	<p>Additional crack filling, limited base repair, & chip seal. May be candidate for light HMA overlay.</p>	<p>\$55,000 per mile</p>
<p>Asphalt 4 – Fair</p> <ul style="list-style-type: none"> ◆ Longitudinal cracking in the wheel paths. ◆ Rutting $\frac{1}{2}$" - 1" deep. (error in the PASER manual) ◆ $> 50\%$ block cracking. <p>First signs of structural weakening Severe surface raveling. Multiple longitudinal & transverse cracks with slight crack erosion. Patching in fair condition.</p> <p><i>Remedy / Action</i> Structural overlay > 2".</p>	<p>Base repair and structural ($\geq 2\frac{1}{2}$") overlay</p>	<p>\$165,000 per mile</p>
<p>Asphalt 3 – Poor</p> <ul style="list-style-type: none"> ◆ $< 25\%$ alligator cracking (first signs). ◆ Moderate rutting 1" - 2" deep. ◆ Severe block cracking. <p>Longitudinal & transverse cracks showing extensive crack erosion. Occasional potholes. Patches in fair/poor condition.</p> <p><i>Remedy / Action</i> Structural overlay > 2". Patching and repair prior to a major overlay. Milling would extend overlay life.</p>	<p>Major base repair and structural overlay or crushing & shaping with two course overlay</p>	<p>\$165,000 to \$205,000 per mile</p>
<p>Asphalt 2 – Very Poor</p> <ul style="list-style-type: none"> ◆ $> 25\%$ alligator cracking. ◆ Severe rutting or distortion > 2". <p>Closely spaced cracks with erosion. Frequent potholes. Extensive patches in poor condition.</p> <p><i>Remedy / Action</i> Reconstruction with base repair. Crush and shape possible.</p> <p>Asphalt 1 – Failed Loss of surface integrity. Extensive surface distress.</p>	<p>Reconstruct with some base replacement; may be able to crush & shape depending on condition and soil factors</p>	<p>\$205,000 to \$350,000 per mile</p>

Current Surface Rating Report

Livingston County

Report Module: Road Surface Management Analysis

Today's Date: 3/31/2010

Grouped By: Act 51 Legal System

Report Filter

Field Name	Operator	Value(s)
Act51	=	2-County Primary
City/Twp	=	Genoa Twp: Livingston County
Surface Type	=	Asphalt, Seal Coat
Current Surface Rating	=	5-Fair

Current Surface Rating Report

PR No.	Road Name	Segment Name	From Description	To Description	P.O.B.	P.O.E.	Length	City/ Twp	NFC	Subtype	Last Resurf	Last Eval	Rating	PASER RSL
Act 51 Legal System: County Primary														
0933603	Chilson Rd													
		Chilson Rd	Crooked Lake	Pineview	1.514	2.170	0.656	Genoa Twp	RuralMinArt	Asphalt-Standard	1999	2009	5	1
		Chilson Rd	Pineview	Beck	2.170	3.140	0.970	Genoa Twp	RuralMinArt	Asphalt-Standard	1999	2009	5	2
0940502	Clifford													
		Clifford	Brighton	Crooked Stick	0.000	0.267	0.267	Genoa Twp	Urban Loc	Asphalt w/conc Cu	0	2008	5	5
		Clifford	Crooked Stick		0.267	0.527	0.260	Genoa Twp	Urban Loc	Asphalt w/conc Cu	0	2008	5	4
0935710	Coon Lake Rd													
		E Coon Lake Rd		Beattie	12.594	12.715	0.121	Genoa Twp	RuralMinArt	Asphalt-Standard	2003	2009	5	3
		E Coon Lake Rd	Westphal	Richardson	13.278	13.841	0.563	Genoa Twp	RuralMinArt	Asphalt-Standard	2003	2009	5	4
		E Coon Lake Rd	Richardson		13.841	14.321	0.480	Genoa Twp	RuralMinArt	Asphalt-Standard	2003	2009	5	4
		E Coon Lake Rd		Chilson	14.340	14.467	0.127	Genoa Twp	Urban Min Art	Asphalt-Standard	2003	2009	5	3
0933707	Dorr Rd													
		Dorr Rd	Crooked Lake	Bridge 5784	1.012	1.433	0.421	Genoa Twp	Urban Min Art	Asphalt-Standard	2001	2009	5	2
0940803	S Hacker Rd													
		S Hacker Rd	Hyne	Birkenstock	0.878	1.045	0.167	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	Birkenstock	Clark Lake	1.045	1.237	0.192	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	1
		S Hacker Rd	Clark Lake	Twin Beach	1.237	1.311	0.074	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	1
		S Hacker Rd	Twin Beach		1.311	1.393	0.082	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd		Clark Lake	1.393	1.399	0.006	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	3
		S Hacker Rd	Clark Lake	Darlene	1.399	1.979	0.580	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	Darlene	McClements	1.979	2.062	0.083	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	McClements	Price	2.062	2.462	0.400	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	Price	Newton	2.462	2.482	0.020	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	Newton	Old Hacker	2.482	2.775	0.293	Genoa Twp	Urban Coll	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	Old Hacker	Joda	2.775	3.037	0.262	Genoa Twp	RuralMajColl	Asphalt-Standard	2000	2009	5	2
		S Hacker Rd	Joda	Golf Club	3.037	3.217	0.180	Genoa Twp	RuralMajColl	Asphalt-Standard	2000	2009	5	2
0933606	N Latson Rd													
		S Latson Rd	Grand River	Aster	0.675	0.969	0.294	Genoa Twp	Urban Min Art	Asphalt-Standard	2001	2009	5	3

Current Surface Rating Report

PR No.	Road Name	Segment Name	From Description	To Description	P.O.B.	P.O.E.	Length	City/ Twp	NFC	Surf Subtype	Last Resurf	Last Eval	PASER Rating	RSL
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Act 51 Legal System: County Primary

Total Mileage for Act 51 Legal System County Primary: 6.498

Total Mileage for all roads: 6.498

Current Surface Rating Report

Livingston County

Report Module: Road Surface Management Analysis

Today's Date: 3/31/2010

Grouped By: Act 51 Legal System

Report Filter

Field Name	Operator	Value(s)
Act51	=	2-County Primary
Surface Type	=	Asphalt, Seal Coat
City/Twp	=	Genoa Twp: Livingston County
Current Surface Rating	=	4-Fair

Current Surface Rating Report

PR No.	Road Name	Segment Name	From Description	To Description	P.O.B.	P.O.E.	Length	City/ Twp	NFC	Surf Subtype	Last Resurf	Last Eval	PASER Rating	RSL
Act 51 Legal System: County Primary														
0940301	Brighton Rd	Brighton Rd	Bauer	Mount Brighton	2.986	3.244	0.258	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	-1
		Brighton Rd	Mount Brighton	Lake Forest	3.244	3.629	0.385	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	-1
		Brighton Rd	Lake Forest		3.629	3.806	0.177	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	-1
		Brighton Rd		Bidwell	3.806	3.893	0.087	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	-1
		Brighton Rd	Bidwell	City/Twp Line	3.893	3.976	0.083	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	-1
		Brighton Rd	City/Twp Line	Don Leith	3.976	3.992	0.016	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	0
		Brighton Rd	Don Leith	City/Twp Line	3.992	4.002	0.010	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	0
		Brighton Rd	City/Twp Line	Dillon	4.002	4.036	0.034	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	0
		Brighton Rd	Dillon	Sage	4.036	4.059	0.023	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	0
		Brighton Rd	Sage	City/Twp Line	4.059	4.100	0.041	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	0
		Brighton Rd	City/Twp Line	7th	4.100	4.124	0.024	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	4	0
0933603	Chilson Rd	Chilson Rd	Nixon	Crooked Lake	0.307	1.514	1.207	Genoa Twp	RuralMinArt	Asphalt-Standard	0	2009	4	-2
		Chilson Rd	Beck	Chilson	3.140	3.364	0.224	Genoa Twp	RuralMinArt	Asphalt-Standard	1999	2009	4	-1
		Chilson Rd	Chilson	Bridge 5762	3.364	3.440	0.076	Genoa Twp	RuralMinArt	Asphalt-Standard	1999	2009	4	-1
		Chilson Rd		Columbine	3.818	4.285	0.467	Genoa Twp	Urban Min Art	Asphalt-Standard	1999	2009	4	-2
		Chilson Rd	Columbine	Columbine Cmn	4.285	4.294	0.009	Genoa Twp	Urban Min Art	Asphalt-Standard	0	2008	4	-1
		Chilson Rd	Columbine Cmn	Grand River	4.294	4.734	0.440	Genoa Twp	Urban Min Art	Asphalt-Standard	1999	2009	4	-2
0940206	Chilson Rd	Chilson Rd	City/Twp Line	Great Lakes Central Railroad	1.440	1.651	0.211	Genoa Twp	RuralMinArt	Asphalt-Standard	0	2009	4	-3
		Chilson Rd	Great Lakes Central Railroad		1.651	1.952	0.301	Genoa Twp	RuralMinArt	Asphalt-Standard	0	2009	4	-3
		Chilson Rd		Brighton	1.952	2.459	0.507	Genoa Twp	RuralMinArt	Asphalt-Standard	0	2009	4	-3
		Chilson Rd	Brighton Rd		2.459	2.578	0.119	Genoa Twp	Urban Min Art	Asphalt-Standard	0	2009	4	-3
		Chilson Rd	Brighton Rd		2.578	2.579	0.001	Genoa Twp	Urban Min Art	Asphalt-Standard	0	2008	4	-3
0935710	Coon Lake Rd	Coon Lake Rd			14.321	14.340	0.019	Genoa Twp	Urban Min Art	Asphalt-Standard	0	2009	4	-3

Current Surface Rating Report

PR No.	Road Name	Segment Name	From Description	To Description	P.O.B.	P.O.E.	Length	City/ Twp	NFC	Surf Subtype	Last Resurf	Last Eval	PASER Rating	RSL
Act 51 Legal System: County Primary														
0932910	W Grand River Rd													
	E Grand River Ave	Pless		Euler	19.079	19.260	0.181	Genoa Twp	NF-wyUrbOIPrArt	Composite	0	2009	4	-2
	E Grand River Ave	Euler		Birkenstock	19.260	19.400	0.140	Genoa Twp	NF-wyUrbOIPrArt	Composite	0	2009	4	-2
	E Grand River Ave	Birkenstock		Court	19.400	19.515	0.115	Genoa Twp	NF-wyUrbOIPrArt	Composite	0	2009	4	-2
	E Grand River Ave	Court		Bendix	19.515	19.826	0.311	Genoa Twp	NF-wyUrbOIPrArt	Composite	0	2009	4	-2

Total Mileage for Act 51 Legal System County Primary: 5.466

Total Mileage for all roads: 5.466

Current Surface Rating Report

Livingston County

Report Module: Road Surface Management Analysis

Today's Date: 3/31/2010

Grouped By: Act 51 Legal System

Report Filter

Field Name	Operator	Value(s)
Act51	=	2-County Primary
Surface Type	=	Asphalt, Seal Coat
City/Twp	=	Genoa Twp: Livingston County
Current Surface Rating	=	3-Poor

Current Surface Rating Report

PR No.	Road Name	Segment Name	From Description	To Description	P.O.B.	P.O.E.	Length	City/ Twp	NFC	Surf Subtype	Last Resurf	Last Eval	PASER Rating	RSL
0933803	Bendix Rd		Grand River	Hacker	0.000	0.266	0.266	Genoa Twp	Urban Coll	Asphalt-Standard	0	2009	3	-7
0940301	Brighton Rd		Chilson	Kintyre	0.427	1.095	0.668	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Kintyre	Mitroy	1.095	1.327	0.232	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Mitroy	Clifford	1.327	1.544	0.217	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Clifford	Mountain	1.544	1.602	0.058	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Mountain	Timberbend	1.602	1.798	0.196	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Timberbend	Timberline	1.798	1.957	0.159	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Timberline	Old Hickory	1.957	2.118	0.161	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
	Brighton Rd		Old Hickory	Washakie	2.118	2.241	0.123	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-3
	Brighton Rd		Baetcke Lake	Brookwood Meadows	2.457	2.702	0.245	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-5
	Brighton Rd		Brookwood Meadows	Bauer	2.702	2.986	0.284	Genoa Twp	Urban Min Art	Asphalt w/conc Cu	0	2009	3	-4
0933603	Chilson Rd		Bridge 5782		3.461	3.786	0.325	Genoa Twp	Urban Min Art	Asphalt-Standard	1999	2009	3	-2
	Chilson Rd				3.786	3.818	0.032	Genoa Twp	Urban Min Art	Asphalt-Standard	1999	2009	3	-3
0933602	Golf Club Rd		Edinburgh	City/Twp Line	2.314	2.352	0.038	Genoa Twp	Urban Coll	Asphalt-Standard	0	2009	3	-6
0932910	W Grand River Rd		E Grand River Ave	Wildwood	16.768	17.086	0.298	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-3
	E Grand River Ave		Wildwood	Westwood	17.086	17.168	0.082	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-3
	E Grand River Ave		Westwood	Eckles Dr	17.168	17.340	0.172	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-3
	E Grand River Ave		Eckles Dr	Eckles	17.340	17.341	0.001	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2008	3	-2
	E Grand River Ave		Eckles	Wildwood Dr	17.341	17.456	0.115	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave		Wildwood Dr	Wildwood	17.456	17.457	0.001	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2008	3	-2
	E Grand River Ave		Wildwood	Glen Echo	17.457	17.513	0.056	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave		Glen Echo	Longpoint	17.513	17.596	0.083	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-3
	E Grand River Ave		Longpoint	Glen Echo	17.596	17.900	0.304	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-3

Current Surface Rating Report

PR No.	Road Name	Segment Name	From Description	To Description	P.O.B.	P.O.E.	Length	City/ Twp	NFC	Surf Subtype	Last Resurf	Last Eval	PASER Rating	RSL
Act 51 Legal System: County Primary														
	E Grand River Ave	Glen Echo			17.900	17.911	0.011	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave	Hughes		Hughes	17.911	18.034	0.123	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave	Hughes		Kellogg	18.034	18.714	0.680	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave	Kellogg		Grand Beach	18.714	18.725	0.011	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave	Grand Beach		Pless	18.725	19.079	0.354	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-2
	E Grand River Ave	Bendix		Collingwood Dr	19.826	20.269	0.443	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2009	3	-4
	E Grand River Ave	Collingwood Dr		Collingwood	20.269	20.270	0.001	Genoa Twp	NFwyUrbOIPrArt	Composite	0	2008	3	-3
	E Grand River Ave	Collingwood		Hacker	20.270	20.319	0.049	Genoa Twp	NFwyUrbOIPrArt	Composite	1982	2009	3	-3

Total Mileage for Act 51 Legal System County Primary: 5.788

Total Mileage for all roads: 5.788

Current Surface Rating Mileage Summary

Livingston County

Report Module: Road Surface Management Analysis

Today's Date: Tuesday, April 13, 2010

Grouped By: Act 51 Legal System

Report Filter

Field Name	Operator	Value(s)
Act51	=	2-County Primary
Surface Type	=	Asphalt,Seal Coat
City/Twp	=	Genoa Twp: Livingston County

Current Surface Rating Mileage Summary

Act 51 Legal System	PASER Rating										Total Mileage	
	10	9	8	7	6	5	4	3	2	1		Not Rated
County Primary	0.000	0.000	0.099	2.112	2.671	6.498	5.466	5.788	2.912	0.000	0.000	25.546
Total Mileage:	0.000	0.000	0.099	2.112	2.671	6.498	5.466	5.788	2.912	0.000	0.000	25.546

Current Surface Rating Mileage Summary

Livingston County

Report Module: Road Surface Management Analysis

Today's Date: Thursday, April 15, 2010

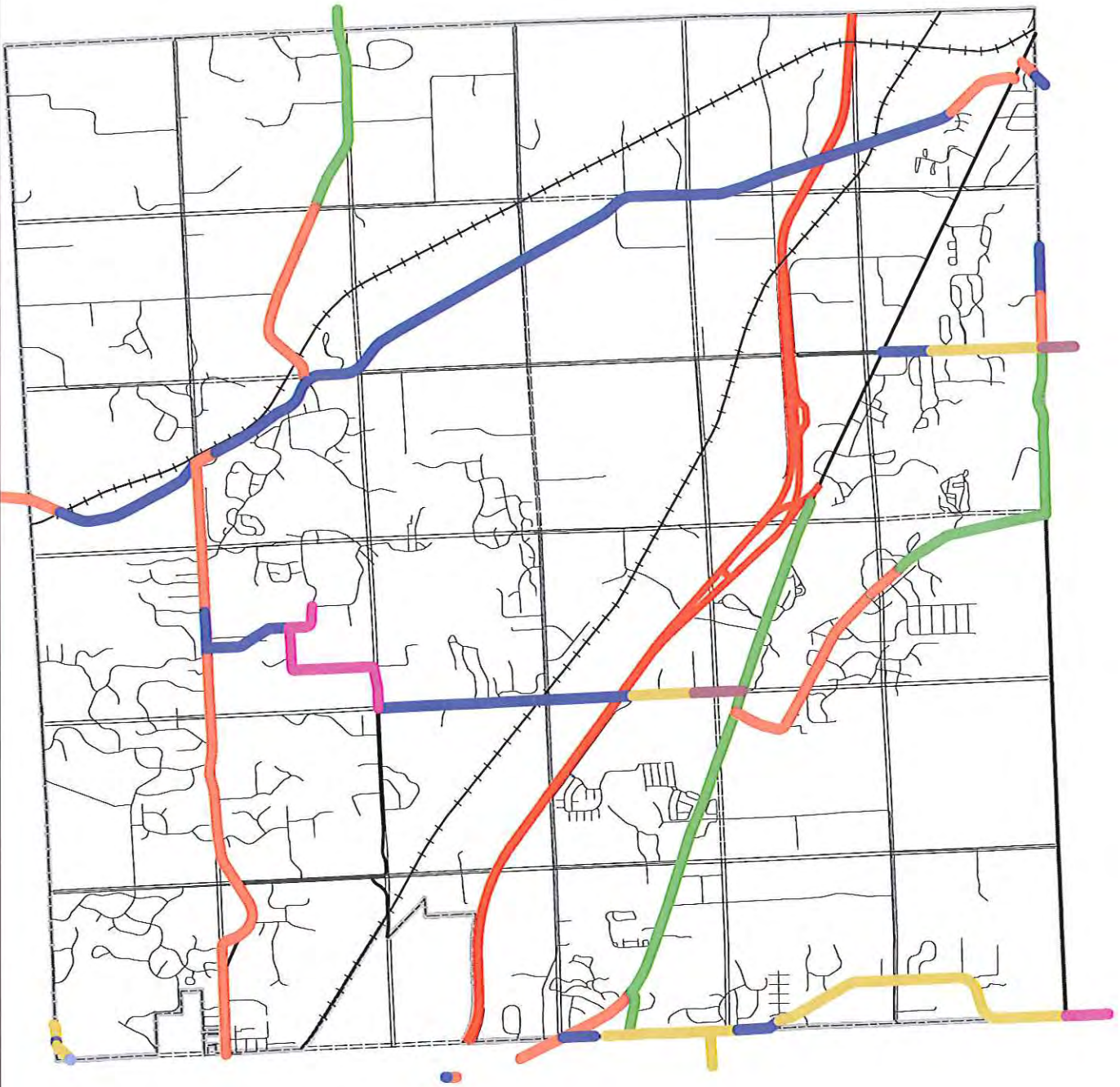
Grouped By: Act 51 Legal System

Report Filter

Field Name	Operator	Value(s)
Act51	=	2-County Primary
Surface Type	=	Asphalt, Concrete, Seal Coat
City/Twp	=	Brighton, Fowlerville, Howell, Pinckney, Brighton Twp: Livingston County, Cohoctah Twp: Livingston County, Conway Twp: Livingston County, Deerfield Twp: Livingston County, Genoa Twp: Livingston County, Green Oak Twp: Livingston County, Hamburg Twp: Livingston County, Handy Twp: Livingston County, Hartland Twp: Livingston County, Howell Twp: Livingston County, Iosco Twp: Livingston County, Marion Twp: Livingston County, Osceola Twp: Livingston County, Putnam Twp: Livingston County, Tyrone Twp: Livingston County, Unadilla Twp: Livingston County

Current Surface Rating Mileage Summary

Act 51 Legal System	PASER Rating										Total Mileage	
	10	9	8	7	6	5	4	3	2	1		Not Rated
County Primary	0.000	3.593	14.653	42.623	33.532	35.531	39.339	50.575	57.481	22.425	0.002	299.754
Total Mileage:	0.000	3.593	14.653	42.623	33.532	35.531	39.339	50.575	57.481	22.425	0.002	299.754

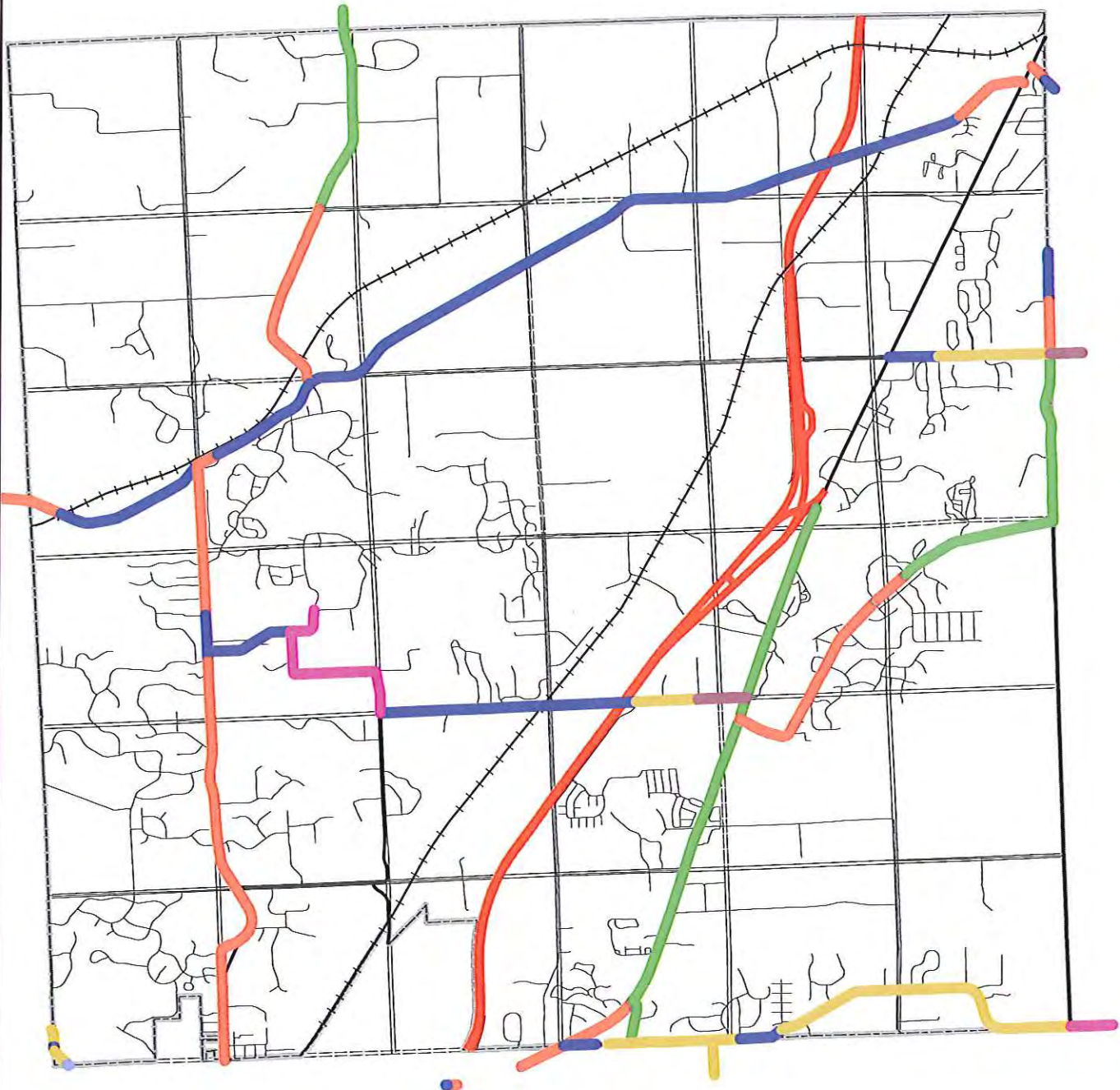


Legend

GenoRoads

- 0, CoPrimRd
- 2, CoPrimRd
- 3, CoPrimRd
- 4, CoPrimRd
- 5, CoPrimRd
- 6, CoPrimRd
- 7, CoPrimRd
- 8, CoPrimRd

Property lines are approximate. Not to be used for survey purposes.



Legend

GenoRoads

- 0, CoPrimRd
- 2, CoPrimRd
- 3, CoPrimRd
- 4, CoPrimRd
- 5, CoPrimRd
- 6, CoPrimRd
- 7, CoPrimRd
- 8, CoPrimRd

Property lines are approximate. Not to be used for survey purposes.