

GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
OCTOBER 4, 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: 9-20-10
3. Request for approval of Michigan Association of Planning 2010 Annual Conference budget
4. Request for approval of a proposal for asphalt sealing of the Genoa Charter Township driveway in the amount of \$1880.00.
5. Request for approval of a proposal and authorize a one-year contract with Stonebridge Business Solutions (SBS) for on-line document management services at a cost of \$5,000.00 of which \$1,200.00 will be paid by the Utility Department.

Approval of Regular Agenda:

6. Request for approval of site plan application, impact assessment and site plan for a proposed wireless communication equipment shelter facility located within Oak Pointe at the east terminus of Moret Court adjacent to the water tower.
7. Request for approval of a special use application, environmental impact assessment and site plan for existing non-compliant outdoor storage at Industrial Resin Recycling located at 1480 Grand Oaks Drive, Howell, Sec. 8, petitioned by Industrial Resin Recycling, Inc.
8. Request for approval of a lease for the Chilson and Dorr Road Fire halls.

Correspondence

Member Discussion

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE :October 4, 2010

TOWNSHIP GENERAL EXPENSES: Thru October 4, 2010	\$51,710.03
September 30, 2010 Quarterly Payroll	\$4,361.65
October 1, 2010 Bi Weekly Payroll	\$36,281.92
October 1, 2010 Monthly Payroll	\$14,258.33
OPERATING EXPENSES: Thru October 4, 2010	\$20,076.86
TOTAL:	<u>\$126,688.79</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26638	FIRST IM	First Impression Print & Marketing	09/21/2010	1,469.56
26639	Administ	Total Administrative Services	10/01/2010	596.12
26640	Equitabl	Equivest Unit Annuity Lock Box	10/01/2010	455.00
26641	Administ	Total Administrative Services	10/01/2010	125.00
26642	Equitabl	Equivest Unit Annuity Lock Box	10/01/2010	20.00
26643	Equitabl	Equivest Unit Annuity Lock Box	09/30/2010	20.00
26644	ACCIDENT	Accident Fund Company	10/04/2010	7,016.00
26645	AMER IMA	American Imaging, Inc.	10/04/2010	505.46
26646	AMER PLA	American Planning Association	10/04/2010	475.00
26647	ARCHINAL	Michael Archinal	10/04/2010	500.00
26648	AT&TLONGAT	T Long Distance	10/04/2010	98.76
26649	Balagna	Yvonne Balagna	10/04/2010	20.00
26650	CARDM	Chase Card Services	10/04/2010	1,721.76
26651	CONTINEN	Continental Linen Service	10/04/2010	75.21
26652	DTE EN	DTE Energy	10/04/2010	381.72
26653	EHIM	EHIM, INC	10/04/2010	1,032.71
26654	ELECTSOU	MC&E/ELECTION SOURCE	10/04/2010	131.06
26655	FIRST IM	First Impression Print & Marketing	10/04/2010	2,116.33
26656	HUMPHT	Tesha Humphriss	10/04/2010	500.00
26657	HUNTR	ROBIN HUNT	10/04/2010	41.36
26658	IBEC COM	IBEC, Inc.	10/04/2010	150.00
26659	J.J.JINK	J.J. Jinkleheimer & Co.	10/04/2010	162.91
26660	LEDFORD	Jean Ledford	10/04/2010	25.00
26661	Lincoln	Lincoln National Life Ins Co.	10/04/2010	1,194.13
26662	LINDHOUT	Lindhout Associates Architects	10/04/2010	720.00
26663	MAGUIRE	Maguire Mailing Systems	10/04/2010	974.00
26664	Mancuso	Mancuso & Cameron	10/04/2010	4,893.00
26665	MASTER M	Master Media Supply	10/04/2010	660.81
26666	RUFFC	Connie Ruff	10/04/2010	184.00
26667	SCODELLE	SCODELLER CONSTRUCTION	10/04/2010	22,950.00
26668	SHELL	Shell	10/04/2010	536.55
26669	SKOLAR P	Paulette Skolarus	10/04/2010	605.82
26670	STAUDER	Stauder, Barch & Assoc, Inc.	10/04/2010	400.00
26671	Thorwall	Judith Thorwall	10/04/2010	20.00
26672	TRI COUN	Tri County Cleaning Supply Inc	10/04/2010	142.18
26673	VERIZONW	Verizon Wireless	10/04/2010	482.38
26674	WALMART	Walmart Community	10/04/2010	161.30
26675	Waste M	Waste Management of Michigan	10/04/2010	52.85
26676	COMCAST	COMCAST	10/04/2010	94.05

Report Total:

51,710.03

Accounts Payable

Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 09/28/2010 - 09:36

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9974	EFT-FED	EFT- Federal Payroll Tax	09/30/2010		8.69
					224.67
					224.67
					52.54
					52.54
					<u>563.11</u>
				Check 9974 Total:	563.11
					<u><u>563.11</u></u>
26643	Equitabl	Equivest Unit Annuity Lock Box	09/30/2010		20.00
					<u>20.00</u>
				Check 26643 Total:	20.00
					<u><u>20.00</u></u>
9975	FIRST NA	First National Bank	09/30/2010		2,620.45
					<u>2,620.45</u>
				Check 9975 Total:	2,620.45
					<u><u>2,620.45</u></u>
				Report Total:	3,203.56
					<u>516.72</u>
					<u>631.37</u>
				CK# 11922 = 11926	<u>631.37</u>
					<u>\$ 4351.65</u>

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 09/28/2010 - 10:05

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9976	EFT-FED	EFT- Federal Payroll Tax	09/30/2010		29.76
					29.76
					6.96
					6.96
					<hr/>
				Check 9976 Total:	73.44
					<hr/> <hr/>
9977	FIRST NA	First National Bank	09/30/2010		443.28
					<hr/>
				Check 9977 Total:	443.28
					<hr/> <hr/>
				Report Total:	516.72
					<hr/> <hr/>

Township of Genoa
User: diane

Payroll
Computer Check Register

Printed: 09/28/10 09:11
Batch: 604-09-2010

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
11922	09/30/2010	HOWELL	Michael Howell	457.13
11923	09/30/2010	KirshJohn	John Kirsch	44.08
11924	09/30/2010	LupiRobert	Robert Lupi	42.00
11925	09/30/2010	MatkinRona	Ronald Matkin	44.08
11926	09/30/2010	TengelC	Carol Tengel	44.08
Total Number of Employees: 5		Total for Payroll Check Run:		631.37

**First National
Direct Deposit
Quarterly Payroll
SEPTEMBER 30, 2010**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Adam Van Tassell	\$394.58	
Barb Figurski	\$605.20	
John McManus	\$147.76	
Dean Tengel	\$147.76	
Diana Lowe	\$147.76	
Doug Brown	\$304.75	
Genoa Township		\$3,063.73
H.J. Mortensen	\$147.76	
Jeffrey Dhaenens	\$443.28	
Marianne McCreary	\$443.28	
Steve Wildman	\$281.60	
Total Deposit	<u><u>\$3,063.73</u></u>	

EFT #: _____
Internet: _____
Date: _____

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 09/24/2010 - 12:06

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26639	Administ	Total Administrative Services	10/01/2010		596.12
				Check 26639 Total:	596.12
9967	AETNA LI	Aetna Life Insurance & Annuity	10/01/2010		25.00
				Check 9967 Total:	25.00
9968	EFT-FED	EFT- Federal Payroll Tax	10/01/2010		3,946.73 2,136.96 2,136.96 499.77 499.77
				Check 9968 Total:	9,220.19
9969	EFT-PENS	EFT- Payroll Pens Ln Pyts	10/01/2010		499.80
				Check 9969 Total:	499.80
26640	Equitabl	Equivest Unit Annuity Lock Box	10/01/2010		455.00
				Check 26640 Total:	455.00
9970	FIRST NA	First National Bank	10/01/2010		300.00 2,692.18 22,493.63

Check 9970 Total:

25,485.81

Report Total:

36,281.92

**First National
Direct Deposit
OCTOBER 1, 2010
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$992.82
Angela Williams		\$762.57
Carol Hanus		\$1,209.18
Dave Estrada		\$984.31
Debbie Hagen		\$549.04
Deborah Rojewski		\$2,354.05
Diane Zerby		\$393.31
Genoa Township	\$25,485.81	
Greg Tatara		\$2,437.10
Judith Smith		\$1,155.68
Karen J. Saari		\$946.39
Kelly VanMarter		\$2,183.32
Laura Mroczka		\$1,635.37
Michael Archinal		\$2,763.39
Renee Gray		\$1,094.23
Robin Hunt		\$1,245.04
Susan Sitner		\$809.91
Tammy Lindberg		\$928.83
Tesha Humphriss		\$1,982.05
Total Deposit		\$25,485.81

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 09/24/2010 - 15:32

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26641	Administ	Total Administrative Services	10/01/2010		125.00
				Check 26641 Total:	125.00
9971	EFT-FED	EFT- Federal Payroll Tax	10/01/2010		1,731.86 860.87 860.87 201.34 201.34
				Check 9971 Total:	3,856.28
9972	EFT-PENS	EFT- Payroll Pens Ln Pyts	10/01/2010		384.79
				Check 9972 Total:	384.79
26642	Equitabl	Equivest Unit Annuity Lock Box	10/01/2010		20.00
				Check 26642 Total:	20.00
9973	FIRST NA	First National Bank	10/01/2010		9,822.26 50.00
				Check 9973 Total:	9,872.26
				Report Total:	14,258.33

**First National
Direct Deposit
OCTOBER 1, 2010
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$9,872.26	
Adam Van Tassel		\$522.73
Gary McCririe		\$2,178.11
H.J. Mortensen		\$1,134.90
Jean Ledford		\$1,183.73
Paulette Skolarus		\$2,938.94
Steve Wildman		\$950.40
Todd Smith		\$963.45
Total Deposit		<u><u>\$9,872.26</u></u>

12:59 PM
09/29/10

#592 OAK POINTE WATER/SEWER FUND

**Payment of Bills
September 16 - 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	09/17/2010	1877	AT & T	Sept 1 - Oct 6, 2010	-405.51
Check	09/17/2010	1878	BRIGHTON ANALYTICAL	Aug & Sept invoices	-1,028.00
Check	09/17/2010	1879	COOPERS TURF MANAGEMENT, LLC	Inv 8521	-480.00
Check	09/17/2010	1880	CRAMPTON ELECTRIC CO., INC.	Inv 109157 & 109170	-557.88
Check	09/17/2010	1881	FIRE PROTECTION PLUS, INC.	Inv 09083 & 09084	-140.00
Check	09/17/2010	1882	WASTE MANAGEMENT	Inv 7051662-1389-6 September 2010	-103.84
Check	09/17/2010	1883	DTE ENERGY	Electric Service 7/28 - 7/31/2010	-9,988.83
Check	09/29/2010	1884	AT & T	Sept 1 - Oct 6, 2010	-274.55
Total					-12,978.61

1:02 PM
09/29/10

**#592 OAK POINTE W/S
Capital Improvement
Payment of Bills
September 16 - 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

1:08 PM
09/29/10

**#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
September 16 - 29, 2010**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	09/17/2010	1800	Brighton Analytical L.L.C.	August 26 - Sept 2, 2010 invoices	-308.00
Check	09/17/2010	1801	Consumers Energy	Service from 08/4/2010 - 09/1/2010	-11.65
Check	09/17/2010	1802	COOPER'S TURF MANAGEMENT	Inv 8522	-372.00
Check	09/17/2010	1803	DTE Energy	Service from July 29 - Aug 31, 2010	-4,253.14
Check	09/17/2010	1804	FIRE PROTECTION PLUS	annual inspection	-202.00
Check	09/24/2010	1805	AT&T	July 8 - August 13, 2010	-287.18
Total					-5,433.97

12:52 PM
09/29/10

#503 DPW UTILITY FUND
Payment of Bills
September 16 - 29, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	09/17/2010	1527	CAVALIER	September 2010 charges	-24.88
Check	09/17/2010	1528	GRUNDY AGE OF HOWELL	August 2010 invoices	-55.92
Check	09/17/2010	1529	Fire Protection Plus, Inc.	Annual inspection - Inv # 09085	-130.00
Check	09/17/2010	1530	LOWE'S	August 2010 statement	-542.86
Check	09/17/2010	1531	Wells Fargo Financial Leasing	Lanier digital copier Lease 9/2010	-313.02
Check	09/17/2010	1532	LAB SAFETY SUPPLY	Inv 1015706421	-65.53
Check	09/29/2010	1533	Carol Hanus	Toll free #, Internet and postage	-140.34
Check	09/29/2010	1534	Greg Tatar	RAM card for computer	-128.47
Check	09/29/2010	1535	Verizon Wireless	Aug 13 - Sept 12, 2010 statement	-263.26
Total					-1,664.28

12:55 PM
09/29/10

#504 DPW RESERVE FUND
Payment of Bills
September 16 - 29, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

2:26 PM
09/29/10

#595 PINE CREEK W/S FUND
Payment of Bills
September 16 - 29, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
September 20, 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, Robin Hunt, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Mike Archinal, Township Manager and approximately four persons in the audience.

A call to the public was made with the following response:

Chuck Fellows introduces himself to the Board. He is the democratic candidate for the 22nd district Senate position. He is a non-incumbent and was a teacher. He distributes information about the Right Start program and a business card providing information on his webpage.

Approval of Consent Agenda:

Moved by Ledford, Supported by Mortensen to approve the consent agenda with the correction of the date of the minutes for approval to 9-07-10 and a correction of typographical errors in the Municipal Vehicle Use Policy under Sanctions in Item 6. **The motion carried unanimously.**

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 9-07-10
3. Request for approval of a Municipal Vehicle Use Policy.

Approval of Regular Agenda:

Moved by Ledford, Supported by Hunt to approve for action all items listed under the regular agenda with a change to require separate motions for Special Land Use, Environmental Impact Assessment, and Site Plan for Item 4. **The motion carried unanimously.**

4. Request for approval of a special use application, environmental impact assessment, and site plan for a proposed 20,000 sq. ft. addition to a previously approved special use for warehousing of used batteries located at 5900 Brighton Pines Ct., Howell, Sec. 15, petitioned by Brivar Construction Company.

Moved by Smith, Supported by Wildman to approve the Special Land Use Permit for a 20,000 sq. ft. addition to a previously approved special use for warehousing of used batteries located at 5900 Brighton Pines Ct., Howell, Sec. 15, petitioned by Brivar Construction Company because

the special land use is consistent with Section 19.03 of the Township Ordinance. **Motion carried unanimously.**

Moved by Wildman, Supported by Smith to approve the Environmental Impact Assessment dated 9-14-10 and corresponding PIP Plan for a 20,000 sq. ft. addition for warehousing of used batteries located at 5900 Brighton Pines Ct., Howell, Sec. 15, petitioned by Brivar Construction Company. **Motion carried unanimously.**

Moved by Hunt, Supported by Smith to approve the Site Plan dated 9-15-10 for a 20,000 sq. ft. addition for warehousing of used batteries located at 5900 Brighton Pines Ct., Howell, Sec. 15, petitioned by Brivar Construction Company with the following conditions:

1. The existing outdoor storage, which is in violation of the Township Ordinance, will be removed.
 2. The petitioner shall comply with the requirements of the Brighton Area Fire Department.
- Motion carried unanimously.**

Correspondence:

Mr. McCririe reviews the status of the Lalewicz lawsuit and commends our counsel and Adam VanTassell for a job well done.

Mr. Archinal reviews his letter regarding the panhandle easement.

Mr. Wildman questions weekly rentals on lakefront property. It is very difficult to live in area where every night is a party night. He questions if our ordinance should address this. Mr. McCririe states it is a noise and nuisance issue. This is an enforcement issue not an ordinance issue.

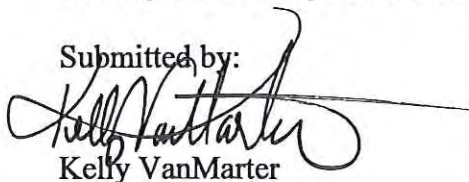
Mr. Mortensen asks about amending the ordinance to look at possibly being more flexible for home based businesses. He also questions the previous Brighton Athletic Center building and asks if government is standing in the way of people being able to develop it. He feels government needs to be easier to work with. Mr. McCririe requests that Ms. VanMarter look into possible changes to the home occupation ordinance to help encourage startup businesses.

Jean Ledford updated the Board on her last SELCRA meeting.

Mr. Archinal updates the Board on the idea of leasing the Fire Halls to the Fire Department. He is working with the Department and they are moving forward on the lease concept.

The regular meeting of the Board was adjourned at 6:57 p.m.

Submitted by:



Kelly VanMarter
Recording Secretary

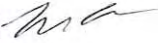
Michigan Association of Planning (MAP)
2010 Annual Conference
Detroit, Michigan

Following is a proposal for consideration of expenses relating to the 2010 MAP Conference:

ATTENDEE: _____

1.	Conference fees	\$385.00	_____
2.	Room	\$109.00 per night plus 7% tax	_____
3.	Parking	\$ 20.00 per day	_____
4.	Roundtrip Mileage	\$100.60 (0.50 per mile x 100.6 miles)	_____
5.	Food	\$100.00 per day	_____
6.	Per Diem	\$160.00 - \$180.00 per day (as applicable)	_____
		TOTAL:	_____

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 10/1/10
RE: Driveway Crack Sealing

Attached you will find a quote from Tom Rogers Asphalt for seal coating the Township Hall driveway. We had originally left this area out of the scope of work because of some significant cracking along the side of the driveway. As part of the drainage improvements recently completed the worst sections were saw cut and replaced. The driveway is now in a condition that I think it would benefit from seal coating. It would extend the life of the pavement and provide a more uniform look. Please consider the following action:

Moved by _____, supported by _____, to approve a proposal from Tom Rogers Asphalt to sealcoat the Township Hall driveway for the amount of \$1,880.

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 Hhd</i>	PHONE	DATE <i>9/16/00</i>
STREET <i>294 Dorr Rd</i>	JOB NAME <i>MIKE Archinal</i>	
CITY, STATE AND ZIP CODE <i>Howell</i>	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE
	<i>FAX 227-3420</i>	

We hereby submit specifications and estimates for:

*clean and Seal MAW Roadway
at the Township Hhd on Dorr Rd
1880⁰⁰*

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

dollars (\$ *1880⁰⁰*)

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 reflecting 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 WILL BE VALID FOR _____ DAYS FROM DATE OF SUBMISSION

within _____ 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 _____



Genoa Charter Township

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

To: Genoa Township Board
From: Kelly VanMarter, Planning Director
Date: September 16, 2010
Re: Stonebridge Business Solutions (SBS)

Manager Review: _____

Dear Officials and Trustees,

Attached, please find a proposal for on-demand document management through Stonebridge Business Solutions (SBS). Township staff and the Utility Department have been working with this company for a number of months to create an on-line document management system for the Township. We have concluded through our research and trial use of the product that the SBS portal will best serve our needs. The SBS portal is a subscription based service with a monthly cost of \$500.00 for 25 users. The first year investment for the Township will be \$3,800 for 20 users and the Utility Department will have 5 users at \$1,200.00 per year.

Staff recommends approval of the proposal and suggests consideration of the following action on consent agenda item #3:

Moved by _____, supported by _____ to approve the proposal and authorize a one-year contract with Stonebridge Business Solutions (SBS) for on-line document management services at a cost of \$5,000.00 of which \$1,200 will be paid by the Utility Department.

Should you have any questions concerning this matter, please do not hesitate to call.

Sincerely,

Kelly VanMarter
Planning Director

1 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

SBS

A smart business solutions company



SBS-Township Solutions

- SBS-Township Portal Solution (Web based ready to use solution for improving your township administration staff activities)
- Document Conversion Services (Scanning, Indexing, Film to Digital, etc.) offered by IRA Division
- Township Process Improvement Analysis Services

SBS-Township Portal Solution

Helping townships do more with shrinking tax revenues

Capabilities

- Electronic Document Management
- Conduct **business processes digitally** rather than on paper
- Work from **anywhere** with internet access

Departments

- Ready to use Township Portal Solution helps your **Assessor, Planning Department, Zoning Commission, Treasurer and Clerk**
- Deploy **best practices** in your township departments

How it is used

- Manage **building permits, zoning forms, contracts, ordinance documents, etc.**
- **Electronically** process forms, permits and applications (ex: building permits, property transfers, etc.)

Benefits

- Pay as you go with **no capital** investment
- **Easy** to use and implement
- Increased **citizen satisfaction**
- Improved **staff productivity**

SBS

A smart business solutions company

SBS-Township Solutions

Helping townships do more with shrinking tax revenues

ON DEMAND DOCUMENT MANAGEMENT PROPOSAL

Prepared For:

GENOA TOWNSHIP

September 15, 2010

Prepared by:

Mark Parlette

SBS
A smart business solutions company

SBS-Township Solutions
Helping townships do more with shrinking tax revenues

September 15, 2010

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Subject: SBS Township Portal Solution Proposal

Dear Kelly:

On behalf of Stonebridge Business Solutions (SBS) I sincerely appreciate the opportunity to provide Genoa Township with this proposal. Based on our discussions, SBS is offering this solution to meet the needs of Genoa Township as a best course of action to bridge the current manual based system with a state of the art on demand digital document management and process management solution which offers Genoa Township the follow advantages:

- Low cost and high value
- No need to purchase any software or server hardware
- No expensive IT staff to maintain software and hardware
- Pre-configured for Township document management needs
- Fast Deployment
- Easy to use for quick adoption
- Standardizes and enforces correct procedures for new hires
- Cost effective way to meet all compliance mandates

Please note that SBS's aggressive quotation is based on our strategic intent to have a long term relationship with Genoa Township. Please feel free to call me for any additional clarification you might require. We view our customers as our partners and we strive to offer new features and capabilities in the portal that will help you operate more efficiently.

Sincerely,

Mark Parlette
Stonebridge Business Solutions
Office: (810) 231-2091
Email: mparlette@sbsportals.com



SBS-Township Solutions
Helping townships do more with shrinking tax revenues

TABLE OF CONTENTS

- Section 1 Stonebridge Business Solutions Experience
- Section 2 SBS Township Portal Description
- Section 3 Proposed Pricing
- Section 4 Additional Services
- Section 5 Cost of Ownership Comparison



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Section 1

Stonebridge Business Solutions Experience

Document Management and Conversion Services Experience

SBS, LLC has been providing document imaging and management solutions and services for 28 years to various verticals including, county governments, city governments, manufacturers, and non profits via our Information and Records Associates (IRA) division. Our Headquarters is located in Novi, Michigan with additional offices in Indiana. We have the equipment, processes and experienced staff to help you become digital.

We have successfully bridged the gap between a manual paper based way of doing business and a digital approach in numerous county government offices. Several Success stories of our implementations were published. Some of these customer installations include:

Porter County government

Tippecanoe Government

Warsaw Police

More on these can be reviewed on our website www.sbs-township.com

On-Demand Software Experience

SBS has been offering On Demand, subscription based Document Management and Process Management solutions to various verticals for three years. We have packaged years of technology experience into an easy to use low cost solution that fits the emerging cloud computing trend. We recognize that Township governments can significantly benefit from using on-demand solution and have dedicated a team for continuous development of our township solution. Our years of document management experience combined with our experience with on-demand portal technology allow us to provide a very competitive offering.

Process Improvement Experience

SBS has made a strategic decision to provide continuous development of a tailored solution specifically for Township administration. Our team is dedicated to customizing our portal solution to meet the specific needs, challenges and requirements for Township administration. More on this can be accessed by visiting www.sbs-township.com. We have several Township officials providing guidance on the next generation solution for Townships.



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Section 2

SBS Township Portal Description

SBS provides a low cost, ready to use, internet based software solution which aids township administrators in increasing staff productivity with smaller budgets due to decreasing tax revenues. This software suite enables administrators to focus on delivering increased value to tax payers by managing the township documents in the most efficient manner. SBS has packaged our years of experience in business process management into a ready to use, subscription based solution developed specifically for Townships. The built in Business Process Management tools differentiate the SBS Township solution from regular document management solutions and enable a township to reduce manual paper based processes while simultaneously decreasing the time spent processing application forms received from customers. Township personnel can quickly and easily review and respond to inquiries posed by the citizens regarding their application requests. Personnel can also e-mail the requested documents in an expeditious manner. Meeting minutes are easily published. The intuitive user interface in SBS Township Portal translates into quick adoption with minimal training and rapid deployment.

SBS
 A smart business solutions company

SBS-Township Solutions

- SBS-Township Portal Solution (Web based ready to use solution for improving your township administration staff activities)
- Document Conversion Services (Scanning, Indexing, Film to Digital, etc.) offered by IRA Division
- Township Process Improvement Analysis Services

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<p>Capabilities</p> <ul style="list-style-type: none"> ➤ Electronic Document Management ➤ Conduct business processes digitally rather than on paper ➤ Work from anywhere with internet access 	<p>How it is used</p> <ul style="list-style-type: none"> ➤ Manage building permits, zoning forms, contracts, ordinance documents, etc. ➤ Electronically process forms, permits and applications (ex: building permits, property transfers, etc.)
<p>Departments</p> <ul style="list-style-type: none"> ➤ Ready to use Township Portal Solution helps your Assessor, Planning Department, Zoning Commission, Treasurer and Clerk ➤ Deploy best practices in your township departments 	<p>Benefits</p> <ul style="list-style-type: none"> ➤ Pay as you go with no capital investment ➤ Easy to use and implement ➤ Increased citizen satisfaction ➤ Improved staff productivity

(t) 800-974-1841 x 706 ✉ mparlette@sbsportals.com (i) www.sbs-township.com



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Section 3

Proposed Pricing

SBS Township Portal

Monthly 25 User Subscription to the SBS Township Portal	\$500.00	\$6,000.00
Software Upgrades, Downloadable User Manual	included	
25 GB Storage Space (Roughly 374,490 pages at 70KB per page)	included	
Daily Backups and Data storage with 128K Encryption Security	included	
DVD Backups delivered to Genoa Township (Every 60 days)	included	
Preconfigured file cabinets (Assessor, Planning, Treasurer, Clerk.....)	included	
Preconfigured processes for (Building permit approval, site review.....)	included	
Meeting Minutes Publication Module	included	
Remote access from any internet connection for flexible work schedules	included	
Module to engage contractors and suppliers (Share resources with other Townships)	included	
Help Desk Support (800 Number and Email)	included	

Setup and Implementation

Initial 8 Hour Setup defining Users, User Email, User Security, File Cabinet Customization	Included
Process Customization, Initial Process Review	

Training

4 Hours On-Line Web Based Training for standard Portal Users	Included
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FIRST YEAR DISCOUNT	-\$1,000.00
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TOTAL FIRST YEAR INVESTMENT FOR SBS TOWNSHIP PORTAL	\$5,000.00
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Terms and Conditions

First and Last month payments are due Net 30 for account creation
 Users must have Internet Explorer 6.x or newer. Subscription Service can be cancelled at any time and a DVD of all Genoa Township data will be created and mailed within 15 work days.



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Section 4

Additional Services

Process Improvement Consulting

On Site Process Improvement Analysis and Best Practice Deployment consulting can be purchased for \$100.00 per hour

Document Scanning and Indexing

Document scanning is 8 Cents per standard letter size documents (Including standard Preparation)

Documents requiring special prepping will be charged \$13.5 per hour

Indexing – (7.5 cents to 10 Cents depending on the volume of Indexing)

Additional sizes of documents and media format conversions are available



Additional Storage Capacity

Additional Storage Capacity can be purchased on demand for \$30.00 per month per 10 GB of Storage



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Section 5

Cost of Ownership Comparison

Implementing a new software system in any company involves effort. It also takes money. Regardless of software vendors' promises of low license fees, the cost of implementing a traditional Data Management system involves a lot more than just software. Industry analysts have long said that the cost of a typical installed software package is only about 15 percent of the five-year cost of owning and maintaining that application. So a rough estimate of your five-year cost might be six times the application software license. The reason for this becomes evident when you consider all the different costs that go into a departmental document management software solution. By comparison, the Software as a Service (SaaS) model eliminates virtually all these costs, replacing them with a monthly fee. This fee is usually tied to the number of users that you have on your system or some other measure that grows only as deployment, use, or other success criteria grow. The advantages of this approach include:

- No large up-front cost
- No annual maintenance fees
- Higher link between software value and cash outflow

In addition to having a lower up-front cost, the SaaS model reduces risk as well. Most implementations can be licensed based on an annual commitment. If making a large financial commitment has limited your ability to take advantage of Data Management technology, a SaaS solution may be right for you. You will find your economic risk is lower and that by utilizing SaaS, you'll benefit from a product that's more compatible with your needs than a customized, deployed software solution.

Initial Costs	On Premise Software	On Demand Software
Document Management License Fees	Significant	Subscription Fee
Server with Operating System	Extra	Included
Storage, Backup System and Media	Extra	Included
Implementation Services	Significant	Nominal
Training required	Significant	Nominal
Annual Recurring Cost		
Document Management Upgrade Fees	Extra	Included
Server Operating System Updates	Extra	Included
Backup and Storage Maintenance	Extra	Included
Backup Media Cost	Extra	Included
Internal IT Support for Backups	Extra	Included
Internal IT Support for Server	Extra	Included
Internal IT Support for Upgrades	Extra	Included
Internal IT Support for Customizing	Extra	Included

TO: Township Board

FROM: Michael Archinal, Township Manager

DATE: September 30, 2010

**RE: AT&T Wireless Communication Equipment Shelter Facility.
Site Plan Application, Environmental Impact & Site Plan Approval**

Honorable Trustees,

I have reviewed the revised plans in regard to the wireless communication equipment shelter facility located within Oak Pointe at the east terminus of Moret Court adjacent to the water tower. This review is based on compliance with the recommendations from the Planning Commission at their October 13th, 2009 meeting. With regard to action on the aforementioned, I recommend the following:

Impact assessment (dated 9-2-09): to approve the environmental impact assessment dated 9-2-09 with changes to items d,g,h and with the dust control measures being added.

Site Plan (dated 9-28-09): I recommend approval of the site plan with the following conditions:

1. Prior to Board approval the Township attorney will provide the board with clarification of the legal issues related to Township Easement and property rights. Homeowners Association shall enter into these agreements.
2. The Township attorney will provide documentation to the Township Board indicating when the T-Mobile option to lease expires. The land use permit will not be provided for construction of the outbuilding until the T-Mobile option to lease has expired.
3. The exterior of the building in terms of materials and colors will be as depicted in the rendering that was provided to the Township. The Township staff will be authorized to revise the colors and materials to match the local residences if that is the desire of the Homeowners Association.
4. The antennae will be the same color as the water tower.
5. No lighting will be on the water tower.
6. A maintenance agreement satisfactory to the Township attorney is to be provided.
7. Performance guarantee is to be provided and reviewed by Township attorney.

8. The internal generator in the building is for power outages only and will comply with the sound ordinance.
9. Dust control measures will be added to site plan.
10. Requirements in the Township engineers letter dated 10-7-09 will be complied with in regard to item #1, two electrical service meters will be provided for both the Township and cell tower. Item #4 shall require that no more than 10 feet of the driveway will be removed.
11. The requirements filled out in the letter from the Township Utility Director and the Brighton Area Fire Department letter dated 10-5-09 will be complied with.

09209

**GENOA TOWNSHIP
APPLICATION FOR SITE PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS*: AT:T by Haley Law Firm PLC

OWNER'S NAME & ADDRESS: AT:T = 32255 Northwestern Hwy, Suite 100 Farmington Hills, MI 48334

SITE ADDRESS: Moret Court PARCEL #(s): 11-27-301-003

APPLICANT PHONE: (810) 220-0360 OWNER PHONE: (810) 220-0360

LOCATION AND BRIEF DESCRIPTION OF SITE:
Moret Court, Villas of Oak Pointe; easement for water tower

BRIEF STATEMENT OF PROPOSED USE:
Collocation of AT:T Wireless facility on township water tower ground equipment in a shelter

THE FOLLOWING BUILDINGS ARE PROPOSED:
1 multi carrier equipment shelter

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Wallace R Haley on behalf of AT:T; its project manager
ADDRESS: 8065 Grand River Brighton MI 48114 Goodman Networks

* If applicant is not the owner, a letter of Authorization from Property Owner is needed.

Bob Przybylo
Verizon Wireless
FAX:
248-723-5571
Cell:
248-613-4399

Contact Information - Review Letters and Correspondence shall be forwarded to the following:
1.) Wallace Haley of Haley Law Firm PLC at (810) 844-0888
Name Business Affiliation Fax No.

Haley Law Firm, 8065 Grand River, Brighton MI 48114

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: Wallace R Haley DATE: 8/20/09
PRINT NAME: Wallace R Haley PHONE: 810 220-0360
ADDRESS: 8065 Grand River Brighton MI 48114

Motion by James Mortensen to recommend to the Township Board approval of the sketch plan for Conley Motors dated September 24, 2009 subject to:

1. Approval by the Township Board of the special use application and environmental impact assessment;
2. Revision of plan to be consistent with items in Special Land Use Approval.
3. Compliance with requests in the Township Engineer's Letter dated 10-6-09 recognizing that item #5 has already been dealt with in Special Land Use permit.

Supported by Lowe. Motion carried unanimously.

WORK SESSION: The Work Session started at 7:50 p.m. Chairman Brown stated that he did not want to delay the Conley Petitions and what came to his attention at the Township today was a letter from Cooper and Reisterer regarding the Oak Pointe building.

Brown started about who owns the property and who has the rights to develop that property and if they look at our ordinance 18.04.02 it says that people that own the property need to write a letter and give permission themselves. The reason that he wanted to have the worksession was to suggest to the Commission that they open the discussion amongst themselves about if this does go forward maybe put subject to clarification of the legal issues and if the assertions in this letter are correct than the case is moot.

Kelly VanMarter stated that there is a master deed that is on file with the Township and it states that it is common area and I believe that it is under the privy of the Homeowners Association. Tengel questioned if it would need something from the Association for permission. Ms. VanMarter replied that one of the outstanding issues is if the easement gives us permission to give authority to allow the building on this site. Mortensen stated that he would put it as a condition for authority? Tengel stated that the Commission does not deal with too much residential construction, would they not need approval by the Association. Mr. Purdy stated that the Township does not enforce private agreements. That is a private matter between the petitioners and the Homeowners association.

Work session was closed at 8:00 p.m.

OPEN PUBLIC HEARING # 2... Review of site plan application, impact assessment and site plan for a proposed wireless communication equipment shelter facility located within Oak Pointe at the east terminus of Moret Court adjacent to the water tower.

Presentations were made by Robert LaBelle with Verizon Wireless and Wally Haley representing ATT. It is very clear from the Township ordinance that the water tower is the place to go. We were looking to attach the antennae to an existing structure.

The water tower is in a common area and designated on an easement to the Township. We do acknowledge that we have to go to the Homeowners Associations. Brown acknowledged that Ms. Cooper who is in the audience represents a number of owners on the cul-de-sac. They are worried about the views and it is very fair to say that Ms. Coopers' group does not deny that it is a good place to put it. Mr. Haley stated that he has been working with Township staff and the Homeowners Association for quite some time. The issue is where to put the building. Verizon had originally gone to the Township and discussed this issue.

Verizon put forward a plan with a common structure to house multiple carriers and the ATT plan is a bunker style building set into the ground. We are looking for a purely planning point of view from the board and to avoid the legal issues.

Mr. LaBelle stated that his plan and the proposed ATT plan are supported by the two companies. The shelter is a shelter that can house multiple carriers. There will be a shared generator in the building. He stated that they recognize there is more than one level of approval.

Mr. LaBelle stated that the shelter was designed to mimic the surrounding buildings on the golf course like the halfway house. The design is intended to make something aesthetically compatible to the neighborhood with shingles and a slanted roof. The ATT plan showed a building that was partly underground.

Brown questioned that since they could build either building, is there any technical aspect as to it being built above ground and not underground. Mr. LaBelle stated that it is better to go above ground due to the fact that if the structure is underground it could incur water seepage and that can damage the electrical equipment.

Jeff Purdy, LSL Planners, reviewed his letter dated 10-6-09. The site is zoned MUPUD (Mixed Use Planned Unit Development). It requires Township approval. We allow antennae to be attached or co-located and it is allowed in all districts. The collocation of the tower on the existing water tower is preferred.

Mr. Purdy reviewed the following items to consider for the Commission:

1. The materials need to be constructed of brick instead of stone and siding to match the existing residential structures.
2. The color of the antennae should match the water tower.
3. FAA lighting is not required due to the height of the proposed antennae. A requirement should be added that the antennae does not exceed the minimum height so there is no need for lighting.

Mr. Haley and Mr. LaBelle stated that they could comply with the requirements from Mr. Purdy's letter reviewed tonight.

Brown asked how many antennae will be added to the water tower. Mr. Haley answered 18 total. There would be a ring on top that they are attached to.

Ms. Tesha Humphriss reviewed her letter dated 10-6-09. She is asking for the applicant to provide an additional electrical drop and meter for the use of the utilities. There needs to be a maintenance agreement with the Township for repairs and there needs to be a description to the grantee that they will be removed when they are not needed any more. Ms. Humphriss asked what the use of the lease area on the plans is for. Mr. LaBelle responded that it is the lease area that T-Mobile has an option to lease and they have not exercised that option as to date.

Mortensen asked if T-Mobile would be able to build a new building. Mr. LaBelle responded that they could and that is why they have provided space for them. He stated that they are not here to speak for T-mobile and they are going to have to come to this board and association for approval also.

Ms. VanMarter stated that the Planning Commission does not have the authority to approve the antennae. The approval is handled at a staff level with a permit. It is her understanding that T-Mobile came before working with them to use the existing water tower at Oak Pointe and they were the first to see if there was something that they could do. T-mobile had entered into discussions with the Township for an antenna.

Tengel asked who is going to own the structure. Is the Township going to own it and lease it back to the carriers? Mr. LaBelle stated that would not be the case. The carriers would own it.

Mr. Haley stated that T-mobile has an option to lease with the Township for placing an antennae on the tower and building a structure. They have one option and it will expire in December of 2009. T-Mobile slowed down their build plan in Michigan. They killed a high majority of their sites. It would be very unlikely for them to pursue this site and we have crafted the plan to make room for an additional carrier.

Mortensen questioned if the land lease goes to the Homeowners Association? Mr. Haley stated that the easement area is under control of the Township. Mr. LaBelle stated that the area which the water tower sits on is in an easement that is owned by the Township. The question is if the Township can use the easement for the utility. According to the ordinance it is encouraged to use water towers for the placing of telecommunications. There are persons who disagree who has the right to lease the property. Brown asked if they have an agreement with the

Township to apply. Mr. LaBelle stated that they have a lease with the Township right now. Mortensen stated that he has issues with legal ownership. What if T-Mobile wants to come in, in a month, and build a building and co-locate a tower. Brown stated that the Commission has control over that. Mortensen said that if this moves forward that he would like to see documentation that the lease option for T-Mobile has expired.

Tengel questioned if it is feasible to make it bigger for additional carriers. Mr. LaBelle replied that they don't want to construct buildings for their competitors. They have additional space in there for T-Mobile in the event that they do something.

Tengel stated that his biggest concern is someone coming in wanting to add on or build another building. Mr. Haley stated that it is costly for us to build for everybody. If there is anybody else that wants to come, we have developed a plan for additions to the south side of building.

McManus stated that they would not automatically need to approve one just because this came in. He believes that it is completely different because there is not a building on this site now but if someone was to come forward there would be a building on it.

Ms. Humphriss continued reviewing her letter. She is concerned that the area shown for expansion is over an existing water main. She also stated that Drain Commission approval is needed.

She questioned if the existing asphalt drive is to be removed. If so, the Township will not have access to the water tower and there was no new driveway proposed. Mr. LaBelle stated that there is an existing concrete pad and that they are only removing approximately 10 feet at the end of the drive and the remaining will be there for access. It shows on the plan that it is hashed out and that was an error on the plans.

Ms. Humphriss recommended that construction plans are required for this site and that the Utilities Department will need to coordinate with the carriers.

Mr. Haley stated that the Township uses Dixon Engineers and that they have worked with Dixon on the water tower. So they are very familiar with Dixon and accept those requirements.

Brown stated that all the points in the Township Engineer's letter were good. He questioned if there is going to be fire suppression in this building? Mr. Haley stated that yes there will be.

Brown reviewed the Brighton Area Fire Department letter dated 10-5-09.

Brown questioned about moving the building to a different location in the easement area. Mr. LaBelle stated that there is a very large watermain that they are trying to avoid and that limits the area that can be built on.

Mr. Haley stated that they did look at moving it closer to the cul-de-sac and submitted an in-ground structure that was built into the retaining wall. It was their attempt to appease the Homeowners Association. There is really not a lot of room to go outside of that. The actual building envelope for this lot is very small.

Brown stated that it is his understanding that the building cannot be too far away from the tower. Mr. Haley stated that he has read Ms. Cooper's letter about moving the building on the golf course. There are coaxial cables on the antennae and you lose signal strength for how long the cable is. That would include the water tower and it is 250 feet. To move the building another 400 feet would not work.

McManus asked if there is a way to boost the signal. Mr. Haley stated that there is none that he knows of and Mr. LaBelle confirmed.

Brown questioned if there is going to be any exterior lighting, if the generator makes noise and how it was going to be run. Mr. LaBelle stated that there is only going to be a low voltage motion activated light above the door and the generator is only used if the power goes out and it is tested once a month or once every other month. You should not be able to hear anything from the curb because it is also in a sound proof room. It is going to be fueled by diesel. Brown stated that there is nothing in the environmental impact assessment about hazardous materials being stored there. Mr. LaBelle stated that if diesel is contained in accordance to the law it is not hazardous. He can have the environmental impact assessment amended to show that change.

Brown wanted to know what the petitioner plans about a fence. Mr. LaBelle stated that they typically install fences, however they are comfortable without having one at this location due to aesthetics. Brown asked the petitioner why they want to put an antenna here instead of somewhere else? Mr. LaBelle replied that they are trying to meet the ordinance, it encourages them to collocate and this is where they were looking at because it is less expensive and we don't have to build a tower and they did a study regarding signal strength and this area is the best.

Call to the public was made at 8:57 p.m.

Gerry Poissant of 4462 Quebec Lane stated that he is speaking on behalf of the Homeowners Association. The master deed shows an easement for the water tower and he has been working with the Township and the homeowners for a year now. It is very clear that they own this property and they need to enter into an agreement with the Township. They have also had their council draft

assignment agreements. They are close to resolving this issue. The Township has been reviewing the document. What has not been resolved is the physical characteristics of what is going on the easement. They are very much in support of the antennae being added and they want to see this happen and their first choice would be to have the equipment facility be completely below grade. If it must be completely above grade, the drawing that was submitted is acceptable.

Abby Cooper of Cooper and Reisterer represents two of the homeowners: She stated that she has a signed statement of all the 10 residences of Moret Court. The legal rights to that land are relevant to these people who bought premium lots with open space and golf course views. They bought their houses and lot with pristine views of the golf course and nowhere in the deeds does it state the Township? To the extent that the Township entered into the T-Mobile agreement may have been a mistake. The legal rights to lease and control are subject to this review and is relevant to these folks and they are not happy. The Association does not have the authority to be giving these leases out. There is also the Oak Pointe Country Club property; the owner states his willingness to open up the Country Club property. They could possibly have explored that property. There is a lot of other options that have not been explored to take the building out of their views. They will see this building out their front doors. She thinks that the T-Mobile issue is important. As far as other options and this site is so restricted then maybe this is not a good decision. This might be better for the Township to have them find a different location. As far as the authority goes, the Township has to weed out the authority issues. She believes that the Planning Commission needs to see this easement and lease to weed out authority. I have acquired and spoken with a board member that stated that a vote never happened. She believes that the Township should take this into consideration. She wants to get the folks in here and get this done right and the owners can get all of the information and that there is a better site and that the Commission has done its due diligence. They are requesting that it be tabled and not made into just a stipulation or to deny for them to find a different location.

Brown asked what if they move the trees and open up the view for the homeowners. Ms. Cooper replied that it still does not work because they do not want to take down trees. The homeowner's contention is the fact that the building is there and they want the open space. Brown stated that there are 5 trees and the petitioner could actually either move the trees or bring in additional trees if they take away the trees, it will open up a new view of the golf course. Ms. Cooper stated that it is not the intent to tear down trees and the neighbors would support the underground building. Brown stated that he was trying to open up another view and not add more trees. Tengel questioned if the neighbors would not oppose the T-mobile site behind the trees.

Dwayne Copeland of 5233 Moret Court stated that if they move it now, it would bother the neighbors down the street.

Debra Confer of 5191 Moret Court stated she looks onto the area where the building would go and that she sees the open area and golfers and the sun coming up every morning. She didn't pay the extra money for that lot to have a building come onto that lot. Her windows would look onto the building. They would see it during all of their meals. She would have not bought that house if the building was there.

Brown asked Ms. Humphriss if there is a water main there. Ms. Humphriss responded that is correct and that any building would be required to be 20 feet from the easement.

Mr. Haley stated by moving the building back, they would take away the screening for the residences to the north.

McManus asked how much lower than the road is the land and if they move the building back south and lower the building into the ground 3 feet. My concern is with having it completely underground you would have an environmental issue. Does that then allow the homes to look over the top. Mr. Haley responded that if the building itself had a flatter roof, that would still be 6 to 7 feet tall.

Ms. Cooper stated that this has to go through the multiple levels of review and the Villas of Oak Pointe and the entire Oak Pointe community is going to get a say.

Brown referred to Mr. Purdy who stated that typically the Township does not get involved in Association approvals and the Township does recognize that they exist. The Township cannot deny the petition because the Homeowners Association denied them.

Brown stated that the Commission could approve this without Homeowner's Association approval. Ms. Cooper replied that approval from the owner to pursue this petition is required. She acknowledges that there is a need for better service but there has to be a better location for this service.

Dwayne Copeland of 5233 Moret Court stated that he thinks that they are going past the part of putting it underground. They all have deep basements and he lives in his basement more than the rest of his house and they don't have a bit of moisture if that is what the applicant is worried about. Brown stated that if the applicants uses concrete block, they might have moisture. Gerry Poissant stated that if you look at the topography of the land you will see that there is a natural flow that could make sure that this building drains if it is built underground.

Tony Fiorilla of 5149 Moret Court would like to know what the antennae are going to look like and what he is going to see from his house. Mr. LaBelle supplied a picture for observation. Mr. Ferrio stated that the Commission is trading the homeowners' hardship for the applicant's hardship.

Mr. Copeland stated that they were told that all they were going to see was the golf course and open space. Brown reiterated what Ms. Cooper said and that there is a need to have better service. This will improve the health and welfare. He understands that there is a need for the Township to have an antenna and to have the petitioner do collocation.

Paul Stanko of 4450 Quebec Lane stated that this is just change and people don't like change. From where Mr. Fiorilla looks he would not see the building. Ms. Confer would be affected by it. He also bought in the Villas and he had an opportunity to buy pond view lots and golf course view lots. The homes are designed so the view isn't the back of the home. He can see that the other 8 of them would not see it unless they walk the dog. He thinks the best thing to do would be to use the existing site. He does not want to see another tower somewhere else. He acknowledges that the applicants are trying to do the best they can. Mr. Fiorilla stated that nothing has been done for an alternative, and there are many places out here for better reception. He does not agree.

Gary McCririe, Township Supervisor, addressed the Planning Commission members. He stated many alternatives have been explored. Over a period of time there have been numerous meetings with planners, engineers, and attorneys. They have had discussions with the residents of Moret Court on this very building. He had some trouble with the design as it was first presented. He thought that it looked like a bunker. The Township is desirous to have the collocation on the water tower. The Township has voted on this agreement and this is revenue to the Township to provide that utility to its residents. It is recognized as a public service and in fact the Township petitioned and requested that this location be pursued. They have explored the site with everyone. Second, the area of the depression in the west and the south on this lot is for draining the tower and it has been used as such in the past. The petitioner is not going to put a building where it could jeopardize the water supply.

Mr. McCririe drew the Commission's attention to Ms. Cooper's letter. It arrives the morning of the meeting. The letter suggests that the Township has no authority to do this and that is her opinion. The Township does have the authority to do this. The Commission should discuss the architecture and location.

Barb Fritz of 5121 Moret Court stated that she does not know who has authority over that and that the Township should work with the Oak Pointe Villas Board to make it favorable for everyone.

Steve Zervos of 5219 Moret Court stated that he has a direct view of that lot. He was the third home in that neighborhood. It was not just a pond lot, it was a premium lot. This affects everyone that drives up and down that road. It is a subdivision and they are all there to support each other. Regarding the income

coming in, it would be less than \$20.00 a month for each homeowner so he can not believe that it would be a money issue. He supports his neighbors.

Mary Sechrist of 5205 Moret Court stated that she is one of the four homes that would look onto the building. She bought the view for both the pond and golf course view lot.

Mr. Poissant stated that this is an extraordinary neighborhood and he would like the Township to deviate from their ordinance and allow a below grade structure.

Chairman Brown closed the public hearing at 9:50 p.m.

Mr. Haley stated that to lower the building would cause problems. The homeowners do not have sensitive equipment along a six-foot wall in their basements and it would be costly to put something completely underground and make it non-humid. Brown questioned if putting the building halfway underground would work. Mr. Haley responded that is basically the ATT plan and it would handle drainage. Mr. LaBelle stated that the plan that they have now is 4 feet underground and 6 feet above ground. They could go with a much flatter roof and brick. They tried to move it north to take advantage of the trees. The bunker approach to put ½ million dollars underground would not work financially. He stated that Homeland Security is looking at using cellular phones as first notice. Homeland Security has noticed that they work more reliably. Mr. LaBelle stated that all the things that they have heard tonight is about the view of the golf course and the petitioner can put trees around the building and camouflage the building and they can restore the view that they are wanting.

Mortensen stated that the idea of sinking the building is not going to work. To him architecture is what needs to be an issue to what the homes look like. Some neighbors had to be there before cell phones. Brown stated that Mr. LaBelle convinced him about cell phones being used by Homeland Security and putting a building in a hole there makes no sense. We are supposed to be minimizing new cell towers being built in the area.

Tengel stated that regarding the design of the building; the applicant is willing to work with Homeowners' Association. The members are commissioned to be up here and are here to provide the greater good for the community.

Planning Commission disposition of petition

- A. Recommendation of impact assessment.
- B. Recommendation of site plan.

Motion by Figurski to approve the environmental impact assessment dated 9-2-09 with changes to items d,g,h and with the dust control measures being added. Supported by McManus. **Motion carried unanimously.**

Motion by Mortensen to recommend to the Township Board approval of the site plan dated 9-25-09 and architectural renderings dated 9-25-09 reviewed by the Township this evening for a building as depicted in the Verizon Wireless Plan dated 9-28-09 subject to the following:

1. Prior to Board approval the Township attorney will provide the board with clarification of the legal rights of the easement and property of Township. Homeowners Association shall enter into these agreements.
2. The Township attorney will provide documentation to the Township Board indicating when the T-Mobile option to lease expires. The land use permit will not be provided for construction of the outbuilding until the T-Mobile option to lease has expired.
3. The exterior of the building in terms of materials and colors will be as depicted this evening in the rendering that was provided to the Township. The Township staff will be authorized to revise the colors and materials to match the local residence if that is the desire of the Homeowners Association.
4. The antennae will be the same color as the water tower.
5. No lighting will be on the water tower.
6. A maintenance agreement satisfactory to the Township attorney is to be provided.
7. Performance guarantee is to be provided and reviewed by Township attorney.
8. The internal generator in the building is for power outages only and will comply with the sound ordinance.
9. Dust control measures will be added to site plan.
10. Requirements in the Township engineers letter dated 10-7-09 will be complied with in regard to item #1, two electrical service meters will be provided for both the Township and cell tower. Item #4 shall require that no more than 10 feet of the driveway will be removed.
11. The requirements filled out in the letter from the Township Utility Director and the Brighton Area Fire Department letter dated 10-5-09 will be complied with.

Supported by Figurski, Motion carried unanimously.

OPEN PUBLIC HEARING # 3... Review of amendments to Zoning Ordinance Articles 3,6,7,8,9,11,12,13,14,16,18,19,23,25.

Planning Commission disposition of petition

Mortensen stated that he has one concern about the Wind ordinance. He is wondering what it would look like on the Grand River corridor and do they want to allow them there and if they do can they be the same color and sizes. Mr. Purdy

stated that the colors all blend and they won't allow them in the front yard and lattice poles would not be allowed.

Moved by Tengel, supported by Lowe to table the approval of the Zoning Text Amendments to the next meeting. **Motion carried unanimously.**

Administrative Business:

- *Planners report presented by LSL Planners*
- *Approval of September 14th, 2009 Planning Commission meeting minutes. Motion by Figurski to accept the minutes with corrections. Support by McManus. **Motion carried unanimously.***
- *Member Discussion*

Adjournment. **Motion** by Figurski to adjourn at 10:15 p.m. Support by McManus. **Motion carried unanimously.**



LSL Planning, Inc.

Community Planning Consultants

October 6, 2009

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly VanMarter, AICP Planning Director
Subject:	AT&T wireless communications facility – Site Plan Review #2
Location:	Township water tower in Oak Pointe - east terminus of Moret Court
Zoning:	MU-PUD Mixed Use Planned Unit Development
Applicant:	Wallace Haley (on behalf of AT&T) Haley Law Firm, PLC 8065 Grand River Avenue Brighton, MI

Dear Commissioners:

At the Township's request, we have reviewed the site plan submittal (revised 9/25/09) proposing to attach wireless communications antennae on top of the existing water tower in Oak Pointe. The request also includes an accessory building to house necessary equipment. The site is located within Oak Pointe at the east terminus of Moret Court adjacent to the water tower. Oak Pointe is zoned MU-PUD Mixed Use Planned Unit Development. The request has been reviewed in accordance with the Genoa Township Zoning Ordinance.

A. Summary

1. The exterior of the building/equipment shelter must be brick matching the materials and colors of nearby residences.
2. The antenna should be the same color as the tower.
3. Confirmation is needed from the FAA indicating that the additional height will not create the need for aviation hazard lighting.
4. A maintenance agreement with the Township must be provided.
5. A description of the performance guarantee to ensure the removal of the facility when it is no longer needed must be provided.

B. Proposal

The applicant proposes to attach wireless communications antennae atop the existing Oak Pointe water tower. The project includes a 750 square foot accessory building to house equipment related to the wireless communications antennae. Such projects are subject to the submittal requirements and review standards of Section 11.02.08 of the Township Zoning Ordinance.

C. Submittal Requirements

Section 11.02.08(d) identifies the application submittal requirements as follows:

1. **Signed certification by a professional engineer with regard to the "fall zone" and that the setbacks provided shall accommodate the structure in the event of failure.**

Since the request involves attachment to an existing structure (water tower), this requirement is not applicable to the request.

2. **A description of the performance guarantee to be posted to ensure the removal of the facility when it is abandoned or no longer needed.**

The submittal does not include this required information.

3. **A map that illustrates existing and known proposed wireless communication facilities that are relevant in terms of potential co-location or to demonstrate the need for the proposed facility.**

The submittal does not include this required information; however, the use of an existing structure to locate wireless communications antennae is consistent with the intent to promote co-location, thus reducing the number of towers needed throughout the Township and surrounding area. There have been previous proposals for cellular towers in the area that showed a need for additional wireless facilities.

4. **A written agreement that the operator shall make space available on the facility for co-location.**

As an attached facility atop an existing water tower, this criterion is not applicable to the request.

5. **The contact information for engineering, maintenance and other notice purposes.**

The submittal includes the information on the applicant and engineer.

D. Site Plan Review

Section 11.02.08(e) identifies the following design standards for all wireless communications facilities:

1. **Facilities shall be located and designed to be harmonious with the surrounding areas. The Planning Commission may require unique design of the structure to either diminish the visual impact or to create an architectural feature that will contribute to or enhance community character.**

Given their placement atop the water tower, the antennae themselves are not expected to impact the residential character of the area; however, the equipment building will be visible from nearby residences. The applicant is proposing a pitched roof building with a combination of stone and wood siding matching a nearby golf course restroom building. In order to comply with this standard (as well as item 5 below), the building needs to utilize brick for the exterior material and should be compatible with the materials and colors of the surrounding homes.

- 2. A permit for the construction and use of a new wireless communication facility shall not be granted until the applicant demonstrates a feasible collocation is not available for the coverage area and capacity needs.**

In our opinion, use of the existing water tower is similar to co-location and meets the intent of the Ordinance. As such, we do not believe this standard applies to the request.

- 3. All new and modified wireless communication facilities shall be designed and constructed to accommodate collocation, with a written agreement in a format approved by the Township Attorney.**

Similar to above, the use of an existing public structure does not necessitate a co-location agreement.

- 4. Landscaping shall be provided to screen the structure base, accessory buildings and enclosure from adjacent uses and public rights-of-way.**

The site plan proposes 3 evergreen trees to reduce visibility of the equipment building from nearby residences.

- 5. Elevations of the accessory buildings shall be provided. All accessory buildings shall be constructed of brick, provided the Planning Commission may waive this requirement for a building that is located in the Industrial district and is not visible from a public right-of-way or non-industrial zoning district.**

The submittal includes elevation drawings with materials that will match the façade of the existing golf course bathroom building, which is a combination of stone and wood siding. The ordinance requires the shelter to be constructed of brick. In addition, all of the dwellings on Moret Court have brick on the front façade.

- 6. Fencing shall be provided for protection of the support structure and security from children and other persons who may otherwise access facilities.**

Fencing is not shown on the site plan. Since the water tower is not climbable, we are of the opinion that it is not needed.

- 7. Any nonconforming situations on the site, such as, but not limited to, outdoor storage, signs, inadequate landscaping, unpaved parking, lack of a sidewalk, improper lighting or similar conditions shall be brought into conformance prior to the erection of the wireless communication facility. If existing buildings or structures are not in conformance with the current zoning standards, improvements shall be made to decrease the nonconformity or additional landscaping shall be provided to reduce the impact of the nonconformity and the wireless facility.**

We are unaware of any existing nonconformities on the site. If the Township or applicant is aware of any such situations, they should be brought to the Commission's attention.

8. **The operator shall comply with applicable federal and state standards relative to the environmental effects of radio frequency emissions.**

There is no information contained in the submittal addressing this standard.

9. **The applicant shall demonstrate that the requested height of the new or modified support structure and antenna shall be the minimum height necessary for reasonable communication by the applicant, including additional height to accommodate future collocation where appropriate.**

In this instance, the support structure is an existing water tower. As such, this standard does not apply to the request.

10. **Minimum required setbacks for new facility or support structure.**

This standard is not applicable to the request.

11. **Accessory buildings shall be a maximum of fourteen (14) feet high and shall be set back in accordance with the requirements for principal buildings in that zoning district.**

The maximum allowed height is 14 feet measured to the midpoint of the roof between the peak and the eave. The elevation drawing indicates that the total height of the building will be 16 feet to the roof peak. The midpoint will be just under 13 feet, which would comply.

The setback requirement is based on the Oak Pointe PUD, which requires a minimum setback of 25 feet from the road. The revised plans comply with this requirement.

12. **There shall be unobstructed access to the support structure, for operation, maintenance, repair and inspection purposes, which may be provided through or over an easement. This access shall have a width and location determined by such factors as: the location of adjacent thoroughfares and traffic and circulation within the site; utilities needed to service the tower and any attendant facilities; the location of buildings and parking facilities; proximity to residential districts and minimizing disturbance to the natural landscape; and the type of equipment which will need to access the site.**

The site has access off of Moret Court via an existing drive used to access the water tower. The site plan notes that the drive will be removed. The submittal notes that the site will only be accessed 2 to 4 times a month by AT&T and Verizon workers. Removal of the drive would require vehicles to park on the street.

13. **Where an attached wireless communication facility is proposed on the roof of a building if the equipment enclosure is proposed as a roof appliance or penthouse on the building, it shall be designed, constructed and maintained to be architecturally compatible with the principal building. The equipment enclosure may be located within the principal building or may be an accessory building. If proposed as an accessory building, it shall conform with all district requirements for principal buildings, including yard setbacks.**

The antenna should be the same color as the tower.

14. The support system shall be constructed in accordance with all applicable building codes and shall include the submission of a soils report from a geotechnical engineer, licensed in the State of Michigan. This soils report shall include soil borings and statements confirming the suitability of soil conditions for the proposed use.

As an existing structure, this standard is not applicable to the request.

15. The requirements of the Federal Aviation Administration, Federal Communication Commission, and Michigan Aeronautics Commission shall be noted. Any aviation hazard lighting shall be detailed on the plans.

While the tower is less than 200 feet and currently does not require lighting, a letter should be provided from the FAA confirming that the additional height from the antenna will not create the need for aviation hazard lighting.

16. A maintenance plan, and any applicable maintenance agreement, shall be presented and approved as part of the site plan for the proposed facility. Such plan shall be designed to ensure the long term, continuous maintenance to a reasonably prudent standard.

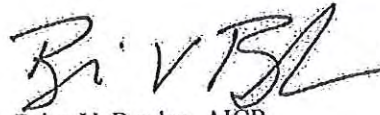
The submittal does not provide any information addressing this standard. An agreement should be provided with the Township outlining responsibilities for maintenance of the site and facilities.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,
LSL PLANNING, INC.



Jeffrey R. Purdy, AICP, PTP
Principal Planner



Brian V. Borden, AICP
Senior Planner



Genoa Charter Township

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

Memorandum

TO: Genoa Township Planning Commission Members

DATE: October 6, 2009

RE: Verizon Cell Tower Building
Site Plan Review #2

As requested, I have reviewed the above referenced site plan dated September 25, 2009, prepared by Midwestern Consulting. The first submittal for this project was submitted by AT&T and was prepared by Terra Consulting Group, LTD. The site is located at the end of Moret Court in the Villas of Oak Pointe. The petitioner is proposing to co-locate a cell tower on the Oak Pointe Water Tower. The petitioner is proposing to complete necessary site grading to construct a support building for the proposed cell tower. Please consider the following comments when taking action on this site plan:

GENERAL

1. The electrical service for the existing water tower site is through a private line owned by the Oak Pointe water system. This line has been unreliable in the past. Therefore, we request that the petitioner furnish a meter for the Oak Pointe Water Tower as part of the electrical improvements to the site.
2. The site plan depicts a "Proposed T-Mobile Lease Area (By Others)". This area is located directly adjacent to the existing water tower. The petitioner should clarify what structures will be placed in this area. As outlined in item #4 below, we have concerns with maintaining open space adjacent to the water tower for maintenance items, such as painting the water tower.

DRAINAGE AND GRADING

3. As this site is within 500-feet of a surface water body a soil erosion and sedimentation control permit will be required from the Livingston County Drain Commissioners office. The petitioner should show the proposed soil erosion control methods on the site plan.

TRAFFIC/PAVEMENT

4. The plans state that the current bituminous driveway will be removed as part of the site improvements. The petitioner should clarify how access to the site will be maintained. In addition, the proposed building area takes up a majority of the open

Supervisor
Gary T. McCrie

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

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

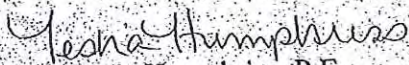
space adjacent to the water tower. We have concerns with maintaining access to the water tower for maintenance activities, including routine site visits and larger projects such as painting of the water tower.

UTILITIES

5. The petitioner is not proposing a connection to the municipal sanitary sewer or water system. However, all of this work is occurring on the Oak Pointe Water Tower site. To ensure the integrity of the water tank is maintained construction plans will be required for this site. The petitioner shall comply with all the requirements outlined in the attached December 18, 2008, memorandum

I recommend the Planning Commission consider the above listed items before acting on this site plan. Please feel free to contact me at (810) 227 - 5225 with any questions or concerns.

Sincerely,


Tesha L. Humphriss, P.E.
Genoa Township Engineer

Memorandum

TO: Gary McCririe, Genoa Township Supervisor
FROM: Greg Tatara, Utility Director
Tessa Humphriss, Township Engineer
DATE: December 18, 2008
RE: Oak Pointe Water Tower

.....

As requested, we have reviewed the plans prepared by AT&T dated November 26, 2008, for the co-location of a cell phone tower on the existing Oak Pointe Elevated Water Storage. The plans have been reviewed to ensure the integrity of the existing water storage tank is maintained. We offer the following comments for your consideration:

1. The existing electrical line to the water tank is privately owned by the Oak Pointe water system. On several occasions we have had to repair this line. Therefore, AT&T will need to obtain a new electrical drop at this site for their equipment. We request that AT&T furnish electrical power and a Detroit Edison (DTE) meter for the water tower as part of the electrical service improvements to the site.
2. Any welds or scratches to the paint surface that occur during installation of the equipment must be spot repaired. Additionally, any materials, welding, inspection and testing of the tank shall conform to all applicable requirements of the latest revision of the American Water Works Association Standard AWWA D-100 for "Welded Steel Tanks for Water Storage."
3. Cable installations shall not interfere with the operator's ability and safety in climbing ladder.
4. Perforations of the water tower shall be at the bottom of the pedestal supporting the tank.
5. The plans state that welding and construction require the water tank to be lowered to at least 50% capacity. The water tower is needed to maintain adequate pressures throughout the Oak Pointe water system. The highest demand in the system occurs between the months of May and September, and we can not lower the level in the tower during these months. Therefore this phase of construction can not occur between May and September.
6. AT&T personnel will need to contact our operators for access to the water tower both during and after construction.

7. It appears Dixon Engineering was retained by AT&T to provide construction plans for the installation of the cell equipment. A post inspection by Dixon Engineering will be required following installation of the cell equipment to ensure that the equipment was installed per the specification.
8. The water main on the tower easement site is schematically correct on the current plans. However, the water main to the west of the easement site, going north across the cul-de-sac, is not shown on the plans. It is our understanding that the layout of the buildings at the base of tower may change. If the building layout is revised the rest of the water main should be shown on the plans. We have attached a pdf of the as-builts for the water main in this area for your use.
9. For planning purposes, the Oak Pointe water system may be upgraded to incorporate a radio communication system. We recommend the following items be implemented during the installation of the cell equipment to ensure a radio communication system can be installed in the future:
 - a. The installation should provide for space for a future radio antenna to be installed on the top of the tower. We therefore recommend AT&T's tower be located to one side of the tank, if possible.
 - b. We request that a conduit be provided for a future radio cable.
 - c. The frequency of all cell phone companies to locate on the water tank should be compared to the frequency of the radio communication system for the MHOG water system.

We recommend the above comments be incorporated into the plans and into an agreement between Genoa Township, the homeowners association, and AT&T. Following the incorporation of these comments a pre-construction meeting should be held.

We trust this meets your needs at this time. Please let us know if we can be of further assistance on this matter.



Brighton Area Fire Department

615 W. Grand River
Brighton, Michigan 48116
810-229-6640 Fax: 810-229-1619

October 5, 2009

Amy Ruthig
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Genoa Water Tower
Moret Court

Site Plan Review

Dear Amy:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on October 1, 2009 and the drawings are dated September 28, 2009. The project is based on a new 697 square foot communication building. The plan review is based on the requirements of the International Fire Code (IFC) 2006 edition. The revised submittal shall meet the following:

1. Future project submittals shall include the address and street name of the project in the title block. IFC 105.4.2
2. The building shall include the building address on the building. The address shall be a minimum of 6" high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation. IFC 505.1
3. The building shall meet the provisions of the Michigan Building Code as applicable. MBC 106.4
4. It is recommended that the building be provided with an approved fire suppression system. MBC 904

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,


Michael D. Brian
Fire Marshal

RECEIVED

SEP - 2 2009

AT&T COLLOCATION ON GENOA TOWNSHIP WATER TOWER
IMPACT ASSESSMENT/IMPACT STATEMENT

- a. Name(s) and address(es) of person(s) responsible for preparation of the impact assessment and a brief statement of their qualifications.

Response: This assessment has been prepared by Wallace Haley of the Haley Law Firm, PLC, 8065 Grand River, Brighton, MI 48114. Mr. Haley has over 18 years of experience in land use regulation and is familiar not only with Genoa Township requirements, but wireless facility design requirements and operations.

- b. Map(s) and written description /analysis of the project site including all existing structures, manmade facilities, and natural features. The analysis shall also included information for areas within 10 feet of the property. An aerial photograph or drawing may be used to delineate these areas.

Response: The proposed collocation is on the Genoa Township owned water tower and land owned by the Villas of Oak Pointe. See aerial photo attached as Exhibit A. The township's water tower is on an easement granted by the Villas. The site is surrounded on three sides by the Oak Pointe golf course. There are several condominium units of the Villas to the north and northeast of the site. The use of the tower as a wireless facility is encouraged by the Township's wireless ordinance and the addition of the antennas and equipment are consistent with the ordinance. The antennas will be placed at the top ring of the water tower and the coaxial lines to the ground equipment will run inside the water tower. The lines will exit the water tower at its base and go underground to the equipment shelter. At the base of the water tower, the lines will go underground to a 42 x 18 building especially constructed to house the base equipment of AT&T and Verizon Wireless. See site plans submitted separately. To shield the view of residents on the Moret Court cul-de-sac, the building is going to be placed at the same grade as the paved Moret Court. To that end, the area for the shelter will be excavated and a retaining wall constructed. By utilizing the retaining wall and existing landscaping on the cul-de-sac, the shelter will be less visible above the remaining unexcavated grade. Also, the shelter façade will match the half way house on the golf course approximately 100 yards away.

- c. **Impact on natural features:** A written description of the environmental characteristics of the site prior to development and following development, i.e., topography, soils, wildlife, woodlands, mature trees (eight inch caliper or greater), wetlands, drainage, lakes, streams, creeks or ponds. Documentation by a qualified wetland specialist shall be required wherever the Township determines that there is a potential regulated wetland. Reduced copies of the Existing Conditions Map(s) or aerial photographs may accompany written material.

Response: As discussed in section b above, there are very little natural features to protect on the proposed site. There are no wetlands, lakes, streams or ponds to protect.

The site is adjacent to the fairway of the golf course and a 172 foot water tower. No mature trees will be cut down. See Aerial exhibit A.

- d. **Impact on stormwater management:** Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from County Soil Conservation Service.

Response: During excavation and operation of the facility, AT&T will follow all applicable building codes and soil erosion control measures, including any requirements of the Livingston County Drain Commission.

- e. **Impact on surrounding land used:** Description of the types of proposed uses and other man made facilities, including any project phasing, and an indication of how the proposed use conforms or conflicts with existing and potential development patterns. A description shall be provided of any increases of light, noise or air pollution which could negatively impact adjacent properties.

Response: The use is fully described in Section A above. There will be no increases in light, noise or air pollution from the wireless facility. The development is not phased. There is no conflict with existing development and the use of the water tower as a wireless facility is encouraged by the Genoa Township wireless ordinance.

- f. **Impact on public facilities and services:** Describe the number of expected residents, employees, visitors, or patrons, and the anticipated impact on public schools, police protection and fire protection. Letters from the appropriate agencies may be provided, as appropriate.

Response: The facility will be visited by AT&T and Verizon personnel on average once a month or less. There is no impact on schools, police and fire protection.

- g. **Impact on public utilities:** Describe the method to be used to service the development with water and sanitary sewer facilities, the method to be used to control drainage on the site and from the site, including runoff control during periods of construction. For sites service with sanitary sewer, calculations for pre- and post development flows shall be provided in comparison with sewer line capacity. Expected sewage rates shall be provided in equivalents to a single family home. Where septic systems are proposed, documentation or permits from the Livingston County Health Department shall be provided.

Response: The site is serviced by existing electric and telephone utilities in the Villas. The questions in this section regarding drainage and run off are duplicative of Section D and are answered above. There is no sanitary sewer to be installed. The site is also being constructed to maintain proper distances from the township's water lines existing the water tower.

- h. **Storage and handling of any hazardous materials:** A description of any hazardous substances expected to be used, stored or disposed of on the site, The information shall describe the type of materials, location within the site and method of containment.

Documentation of compliance with federal and state requirements, and a Pollution Incident Prevention Plan(PIPP) shall be submitted, as appropriate.

Response: No hazardous substances will be used, stored, or disposed on the site.

- i. **Impact on Traffic and Pedestrians:** A description of the traffic volumes to be generated based on national reference documents, such as the most recent edition of the *Institute of Transportation Engineers Trip Generation Manual*, other published studies or actual counts of similar uses in Michigan.

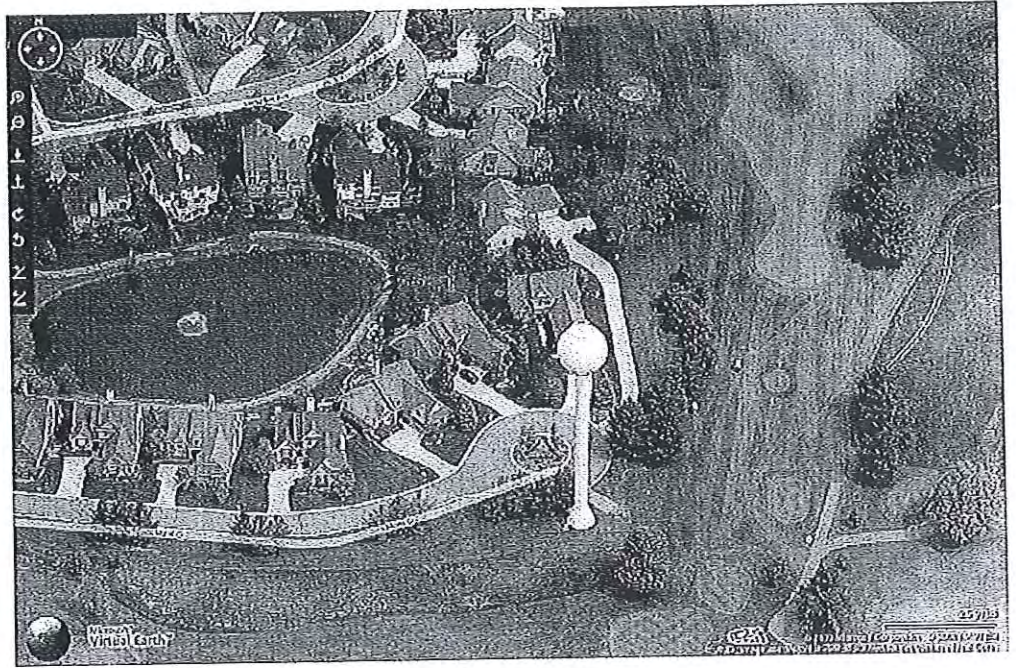
Response: As discussed above, the site will be visited on average once a month or less and will have no impact on traffic in the area or pedestrian flow.

A detailed traffic impact study shall be submitted for any site over ten (10) acres in size which would be expected to generate 100 directional vehicle trips (i.e. 100 inbound or 100 outbound trips) during the peak hour of traffic of the generator or on the adjacent streets. The contents of the detailed study shall include:

Response: No traffic study is required.

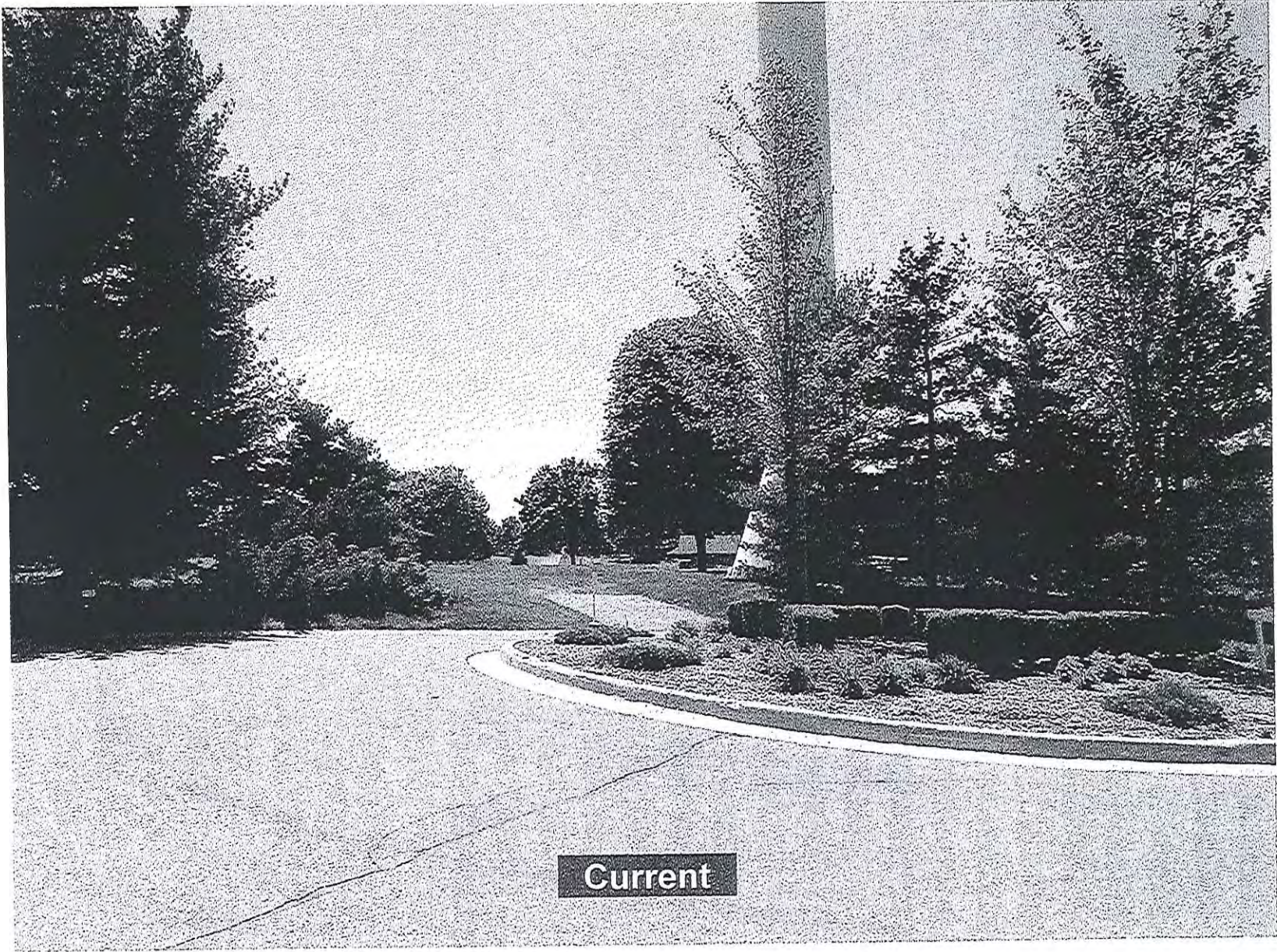
Respectfully submitted

Wallace R. Haley
Haley Law Firm, PLC

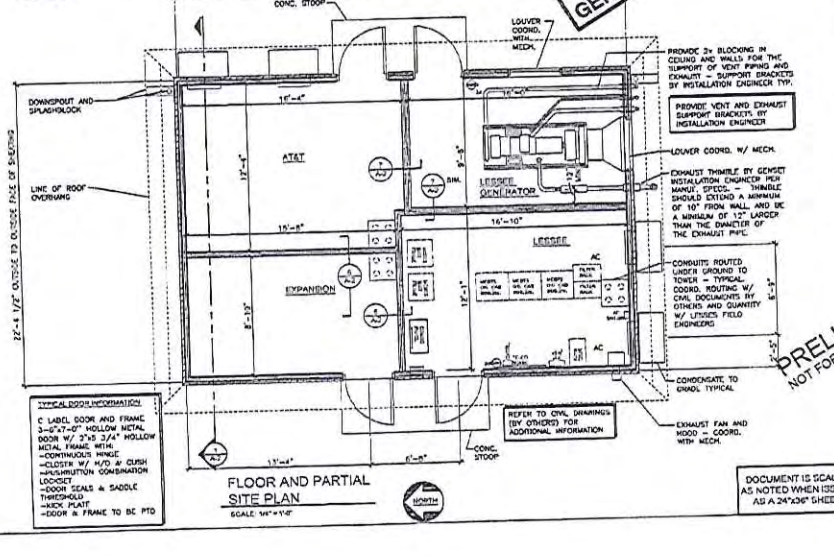
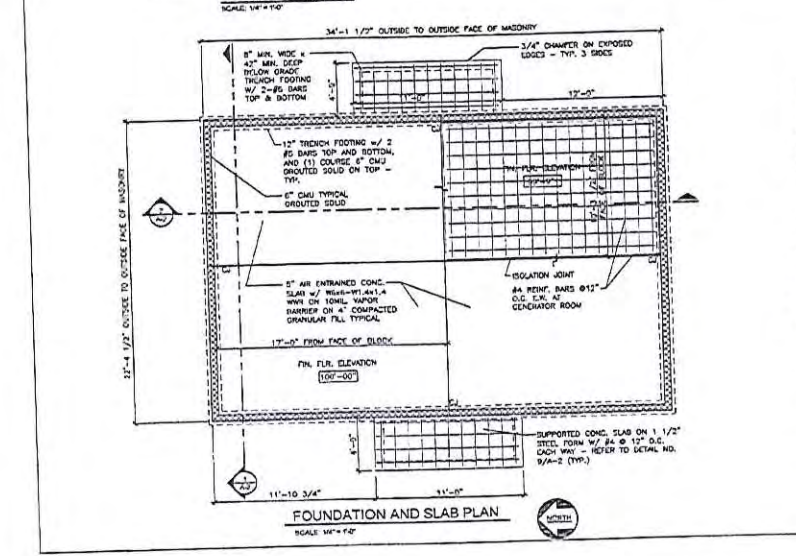
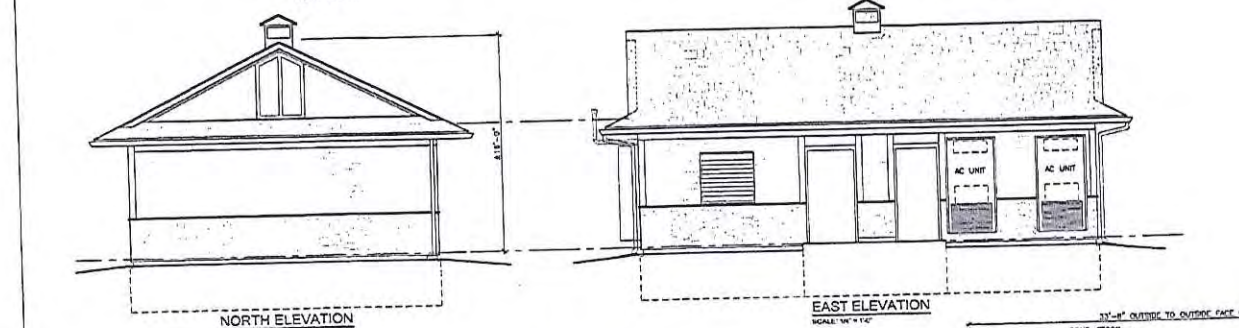
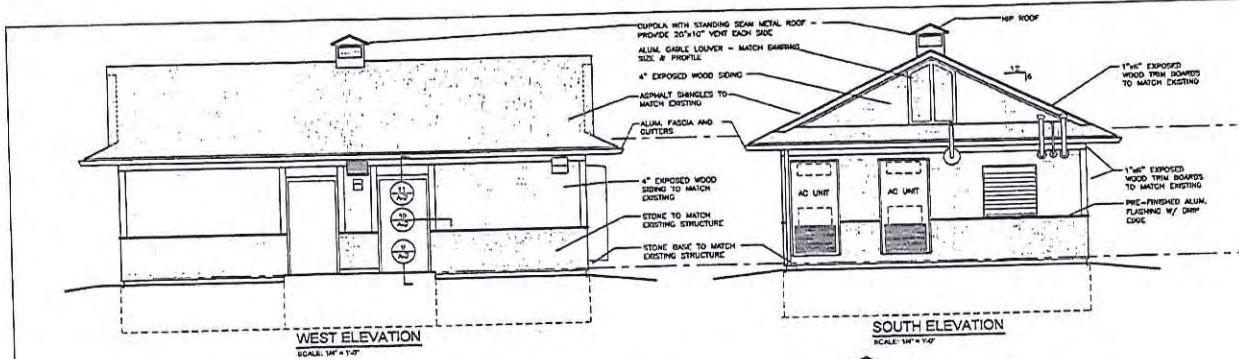




Proposed



Current



GENERAL NOTES

- PERFORM WORK IN ACCORDANCE WITH APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS, ETC. ANY DEVIATION FROM THE PLANS OR SPECIFICATIONS AND ANY ADDITIONAL WORK NECESSARY TO MEET CODE REQUIREMENTS SHALL BE MADE BY THE CONTRACTOR WITHOUT EXTRA COST TO THE OWNER.
- PERFORM WORK BY PERSONS QUALIFIED AND ACCURATELY SKILLED IN THE WORK THEY ARE ASSIGNED.
- SECURE NECESSARY PERMITS, ETC. BEFORE BEGINNING WORK. PERFORM ALL TESTS REQUIRED UPON COMPLETION OF THE WORK. OBTAIN AND SUBMIT CERTIFICATES OF INSPECTION AND APPROVAL TO THE OWNER.
- PROVIDE CONSTRUCTION BARRICADES AS REQUIRED.
- KEEP WORK AREA CLEAN AND SAFE.
- DEPOSE OF REFUSE IN A LEGAL AND PROPER MANNER.
- VERIFY WITH OWNER THE PLANNED LOCATION FOR REFUSE CONTAINERS ON THE SITE.
- TEMPORARY BRACING, CLIMBING AND TIE DOWNS OF THE STRUCTURE DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DESIGNER AND CONTRACTOR. THE ENGINEER AND ARCHITECT ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, PRESENCE OR ADEQUACY OF ANY TEMPORARY BRACING. ALL EXISTING STRUCTURES THAT MAY BE AFFECTED BY BRACING AND PROTECTED AS REQUIRED.
- REFER TO ELECTRICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING THE GENERATOR AND TANK.
- ALL WOOD PRODUCTS ARE TO BE NON-COMBUSTIBLE TREATED.
- REFER TO CIVIL PLANS (BY OTHERS) FOR ADDITIONAL INFORMATION AND SITE LAYOUT.
- CHIMNEY IS CLASSIFIED AS USE GROUP 2. TYPE V/A CONSTRUCTION WITH NO LINING.
- GOVERNING CODES:
 - IBC 2006
 - INTERNATIONAL MECHANICAL CODE 2006
 - INTERNATIONAL FIRE CODE 2006
 - INTERNATIONAL PLUMBING CODE 2006
 - NATIONAL ELECTRIC CODE 2005
 - INTERNATIONAL FIRE CODE 2006

RECEIVED
 SEP 28 2009
 GENOVA TOWNSHIP

verizonwireless
 NSA
 23701 Research Drive
 Farmington Hills
 Michigan 48335
 248.477.2444
 248.477.2449
 www.verizonwireless.com

verizonwireless
 SITE #1132 OAK POINT
 GENOVA WATER TOWER
 4210 MARKET COURT
 ERICHTON, MI 48118

REV.	DESCRIPTION	DATE
1	PLANNING REVIEW	9-28-09
2		
3		
4		
5		
6		
7		

NETWORK COMPLIANCE SUBMITTALS	DATE
PRELIMINARY SUBMISSION	3-13-09
30% SUBMISSION	
60% SUBMISSION	
90% SUBMISSION	4-15-09
100% SUBMISSION	5-8-09

RECORD SET (AS BUILT)

PLANS & ELEVATIONS

PRELIMINARY
 NOT FOR CONSTRUCTION

PROJECT NO. 200900.00
 AD NOTED
 A-1

LEGAL DESCRIPTION OF LEASED AREA (LEASE)

Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, thence N 87°07'33" E 61.17 feet; thence along the southerly line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 120, as recorded in Liber 2247, Pages 714-723, Livingston County Records in the following three (3) courses: S 89°23'16" E, 164.85 feet, N 80°29'24" E, 405.10 feet, S 78°21'46" E, 698.42 feet; thence N 01°19'07" W 38.00 feet to the POINT OF BEGINNING.

thence continuing N 01°19'07" W 34.21 feet;
thence N 88°40'52" E 22.88 feet;
thence S 01°10'07" E 34.21 feet;
thence S 88°40'52" W 22.88 feet to the POINT OF BEGINNING, being a part of the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, and containing 703 square feet; together with non-exclusive easements for ice bridge, ground (rip) and slope; and subject to easements and restrictions of record, if any.

Together with a variable-width easement for access and utilities, the boundary of said easement is described as follows:
Commencing at the Southwest corner of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan; thence N 02°52'27" W 1729.71 feet along the west line of said Section 27; thence N 87°07'33" E 61.17 feet to the POINT OF BEGINNING.

thence N 04°30'31" W 66.37 feet along the West line of the "Villas of Oak Pointe", Condominium Subdivision Plan No. 120, as recorded in Liber 2247, Pages 714-723, Livingston County Records;
thence S 88°33'16" E, 189.14 feet along the North line of said "Villas of Oak Pointe";

thence S 18°05'28" W 6.35 feet;
thence Northeastery 11.59 feet along the arc of a circular curve to the left, radius 287.00 feet, central angle 62°18'50", long chord N 87°33'56" E, 11.29 feet;

thence N 88°29'31" E 132.14 feet;
thence Northeastery 63.87 feet along the arc of a circular curve to the left, radius 255.00 feet, central angle 11°55'27", long chord N 74°23'59" E, 63.81 feet;

thence Northeastery 33.29 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 11°55'27", long chord N 74°23'59" E, 63.79 feet;

thence N 80°30'52" E 39.76 feet;
thence S 81°27'12" E 39.65 feet;
thence Southwestery 40.00 feet along the arc of a circular curve to the right, radius 255.00 feet, central angle 09°07'04", long chord S 77°02'40" E, 40.14 feet;

thence S 73°30'06" E 126.29 feet;
thence Southwestery 20.37 feet along the arc of a circular curve to the left, radius 255.00 feet, central angle 05°51'40", long chord S 75°25'58" E, 20.96 feet;

thence S 78°21'46" E 272.80 feet;
thence Northwestery 140.07 feet along the arc of a circular curve to the left, radius 225.00 feet, central angle 37°19'24", long chord N 82°58'31" E, 143.99 feet;

thence Northeastery 33.63 feet along the arc of a circular curve to the left, radius 37.00 feet, central angle 52°04'12", long chord N 38°16'53" E, 32.48 feet;

thence Northeastery 127.78 feet along the arc of a circular curve to the right, radius 63.00 feet, central angle 110°12'52", long chord N 70°22'48" E, 106.98 feet;

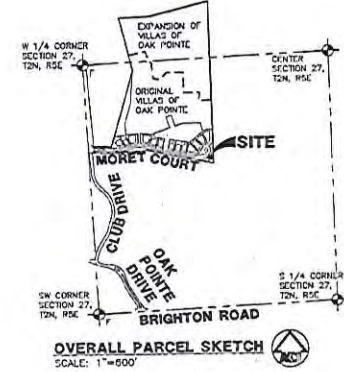
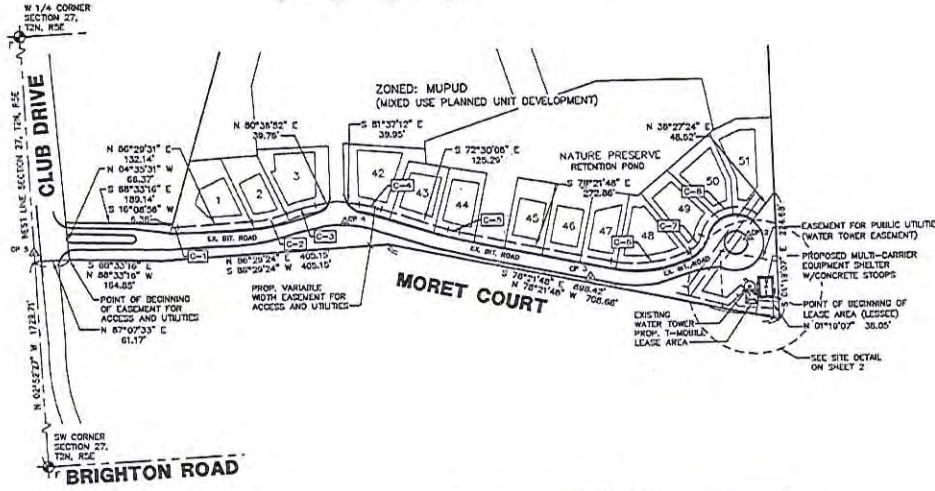
thence N 38°27'24" E 48.82 feet;
thence S 01°10'07" E 24.58 feet along the East line of said "Villas of Oak Pointe", in the following three (3) courses:

N 78°21'46" W 708.68 feet;
S 85°29'24" W 405.10 feet;
N 89°32'16" W 164.85 feet to the POINT OF BEGINNING, being a part of the Southwest 1/4 of said Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan.

LEGAL DESCRIPTION OF PARCEL 1 EASEMENT FOR PUBLIC UTILITIES (WATER TOWER EASEMENT) (Taken from parts of Master Deed, by Others)

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

A proposed permanent easement for public utilities located in the Southwest 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 corner of said Section 27; thence N 87°07'33" E, 33.02 feet; thence S 04°30'31" E, 872.81 feet; thence S 88°33'16" E, 189.14 feet; thence N 18°05'28" E, 342.81 feet; thence N 13°57'50" W, 680.54 feet; thence N 87°20'48" E, 310.78 feet; thence N 10°02'10" E, 648.27 feet; thence S 01°19'07" E, 102.61 feet; thence N 88°29'24" W, 104.85 feet; thence N 04°52'11" W, 663.27 feet to the Point of Beginning; containing 33.01 acres, more or less. Subject to any easements and restrictions of record.



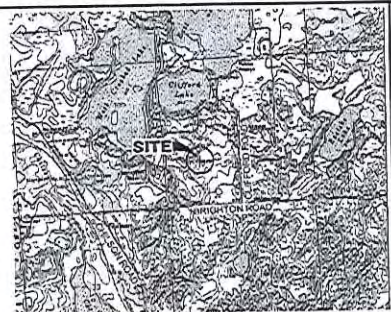
CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C-1	247.00	31.59	N 87°36'50" E	17.99	248.50
C-2	205.00	83.97	N 72°33'59" E	63.61	172°11'07"
C-3	255.00	53.29	N 74°13'34" E	53.18	111°58'27"
C-4	255.00	40.58	S 77°03'46" E	40.54	99°07'04"
C-5	205.00	24.97	S 78°22'48" E	20.96	97°11'40"
C-6	225.00	146.57	N 82°28'31" E	143.99	37°19'24"
C-7	37.00	33.63	N 38°16'53" E	32.48	92°04'12"
C-8	63.00	127.78	N 70°22'48" E	106.98	110°12'52"

LEGEND

- 979 --- EXIST. CONTOUR
- 979 --- PROP. CONTOUR
- 978.5 --- EXIST. SPOT ELEVATION
- 978.0 --- PROP. SPOT ELEVATION
- --- CLEC. TRANSFORMER
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- TELEPHONE RISER
- SINGLE MAPLE TREE
- SINGLE PINE TREE
- FENCE
- SECTION CORNER
- --- FOUND IRON PIPE
- △ --- FOUND IRON ROD
- CONTROL PT.

RECEIVED
SEP 28 2009
GENOA TOWNSHIP

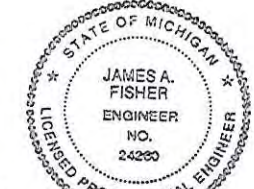


VICINITY SKETCH
SCALE: 1"=2000'
LOCATION
LONGITUDE 83° 50' 51.0"
LATITUDE 42° 31' 55.5"
GROUND ELEV. @ TOWER BASE = 981.40
LEGAL DESCRIPTION OF OVERALL PARCEL
(Taken from parts of Master Deed, by Others)

Part of the Northwest 1/4 and Southeast 1/4 of Section 27, T2N, R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows:
Commencing at the West 1/4 corner of said Section 27; thence N 87°07'33" E, 33.02 feet; thence S 04°30'31" E, 872.81 feet to the Point of Beginning of the parcel to be described; thence S 88°33'16" E, 189.14 feet; thence N 18°05'28" E, 342.81 feet; thence N 13°57'50" W, 680.54 feet; thence N 87°20'48" E, 310.78 feet; thence N 10°02'10" E, 648.27 feet; thence S 01°19'07" E, 102.61 feet; thence N 88°29'24" W, 104.85 feet; thence N 04°52'11" W, 663.27 feet to the Point of Beginning, containing 33.01 acres, more or less. Subject to any easements and restrictions of record.

NOTE
Notice all bearings 00°11'03" clockwise to obtain bearings based on True North as determined from global positioning system (GPS).
BENCH MARK
Top of northeast corner of concrete pad for access door into tower located on the north side of tower.
Elevation: 981.30 (USGS & NGVD Datum)

PROPERTY INFORMATION
TAX PARCEL# 811-27-301-002
OWNER: BELCON HOMES-VILLAS OF OAK POINTE, LTD.
A MICHIGAN CORPORATION
2195 S. MILFORD ROAD
MILFORD, MICHIGAN 48381
CELL SITE ADDRESS: MORET COURT
BRIGHTON, MICHIGAN 48116



PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.
James A. Fisher P.E. 12/2/00

MIDWESTERN CONSULTING
Civil, Environmental and
Surveying Engineers
10000 Lakeshore Drive
Livonia, Michigan 48150
Phone: 734-928-2000
Fax: 734-928-1008

AFFILIATE/LESSEE:
APPLICANT: BELCON PARTNERSHIP
481 MICHIGAN VILLAGE
2424 ROBERT-HESTER HIGHWAY
SOUTHFIELD, MICHIGAN 48034
PHONE: (248) 312-3000

verizon wireless
SITE #1132 - "OAK POINTE"
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
SITE PLAN

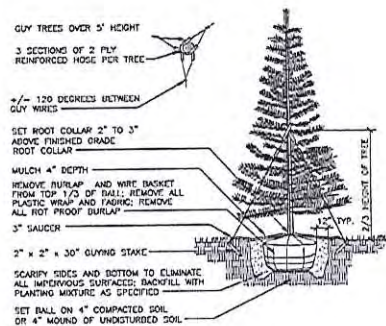
1

DATE	BY	REVISION

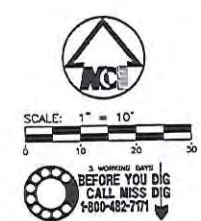
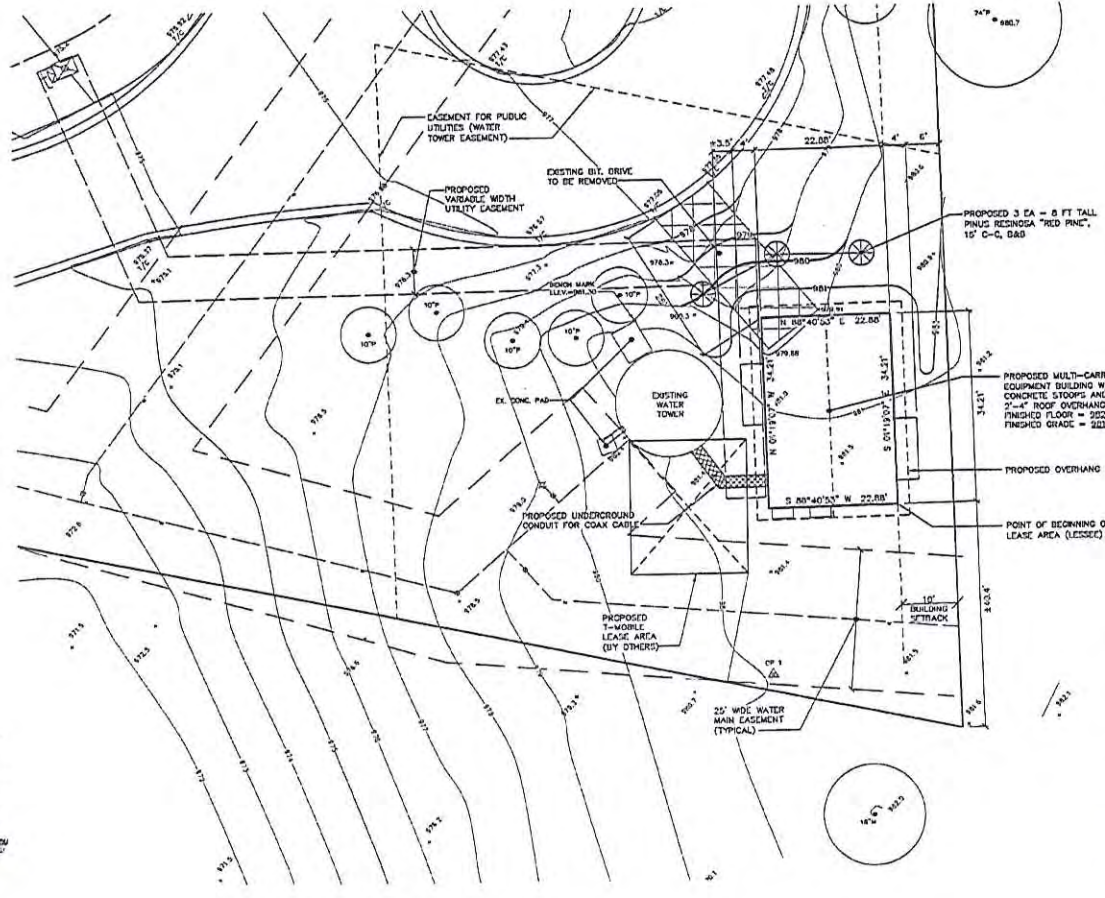
94044-1132

GENERAL NOTES:

- All site work construction shall be in accordance with the current standards and specifications of the Township of Genoa, where applicable.
- The proposed equipment shelter is to be a one story, computerized, unmanned, telephone exchange structure. No water service, sanitary facilities or gas service is needed. Telephone and electrical services will be from an existing utility pole or line adjacent to the site.
- The proposed equipment shelter is to have a security system monitored 24 hours per day. The shelter will also be constructed with bullet resistant materials.
- There is one, low wattage (150W), shielded, wall-mounted security light next to the stoop of the shelter.
- There are no signs proposed for this project except for:
 - Emergency contact information purposes and FCC "call" sign placed on equipment shelter door.
- The cellular antenna and equipment shelter will be approved by the Federal Communications Commission (FCC) and will not impact any frequency sensitive devices whatsoever. Dyer warrants no adverse radio interference with adjacent land uses.
- There are no toxic materials used by Lessee on the site. Lessee has no need for outdoor storage or garbage disposal and pick-up.
- Maintenance personnel using van type service vehicles enter and exit the site approximately 2 to 4 times per month. No loading or unloading area is needed by them.
- All areas disturbed by the construction of the shelter and antenna shall be restored in kind. Contractor is to provide soil erosion control measures as needed or as directed by owner or government agency having jurisdiction.
- Ingress and egress by Lessee's personnel to the site shall be via an existing paved drive from Mount Court.
- This site plan is based on the survey of the existing conditions conducted by Midwestern Consulting, LLC on 02-15-2008.

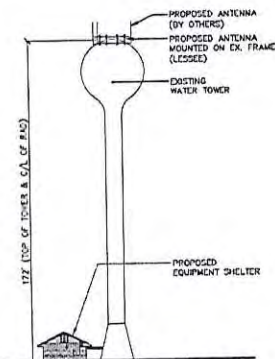


EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE



LEGEND

- 970 --- DIST. CONTOUR
- 970 --- PROP. CONTOUR
- 976.5 --- DIST. SPOT ELEVATION
- 922.60 --- PROP. SPOT ELEVATION
- 4 --- ELEC. TRANSFORMER
- 4 --- DIST. WATER MAIN
- 4 --- DIST. HYDRANT
- 4 --- DIST. GATE VALVE IN BOX
- 4 --- TELEPHONE RISER
- 4 --- SINGLE MAPLE TREE
- 4 --- SINGLE PINE TREE
- 4 --- FENCE
- 4 --- SECTION CORNER
- 4 --- FOUND IRON PIPE
- 4 --- FOUND IRON ROD
- 4 --- CONTROL PT.



TANK AND ANTENNA ELEVATION
SCALE: 1" = 20'

MIDWESTERN CONSULTING
Civil, Environmental and
Geotechnical Engineers
Professional Engineers
Professional Landscapers
2815 Pers. Dr.
Madison, WI 53706
Phone: 761.825.2020
Fax: 761.892.0299

MIDWESTERN CONSULTING
APPLICANT/LESSEE:
VERIZON WIRELESS
2442 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 842-3388

verizon wireless
SITE #1132 - "OAK POINTE"
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
SITE PLAN DETAIL & TOWER ELEVATION

2

DATE: 8/11/09	SCALE: 1" = 20'
SHEET: 3 OF 7	PROJECT: 94044-1132
DESIGNER: SGL	CHECKED: SGL
DRAWN: SGL	DATE: 02/08/09
DATE: 02/08/09	PROJECT: 94044-1132
PROJECT: 94044-1132	SHEET: 3 OF 7



Genoa Charter Township

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

TO: Township Board
FROM: Kelly VanMarter, Planning Director
DATE: September 30, 2010
RE: Industrial Resin Recycling - Outdoor Storage
Special Land Use, Environmental Impact & Site Plan Approval

MANAGER REVIEW: _____

Honorable Trustees,

I have reviewed the revised plans in regard to the outdoor storage located at 1480 Grand Oaks Drive, Howell, Michigan for Industrial Resin Recycling, Inc. This review is based on compliance with the recommendations from the Planning Commission at their September 13, 2010 meeting. In regard to action on the aforementioned, I recommend the following:

Special Use Permit: The special land use is consistent with Section 19.03 of the Township Ordinance therefore it is recommended for approval with the following conditions:

1. The objective for this special use permit will be to reduce the outside storage area and decrease the impervious surface back to the prior level before occupancy by Resin Recycling;
2. The height of the outdoor storage racks shall be reduced from a 12-foot height to an 8-foot height and racks shall be moved completely behind the building within a two year period;
3. The special use permit will be granted for 2 years with a requirement for annual review and approval by the Planning Commission. Phase one approval is granted through November 1, 2011. Prior to expiration of the Phase 1 permit, the applicant shall submit a letter to the Township requested approval for Phase 2 and outlining the reduction status of outside storage on the site;
4. Review of Phase 2 of the Special Use Permit shall not require additional application fees;
5. The materials stored on the site in outside storage will continue to be non-toxic; and
6. For Phase 1, a water truck shall be used to irrigate the required landscaping.

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

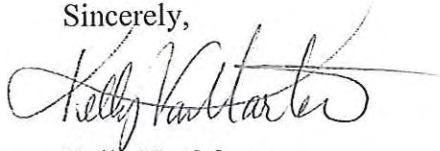
Impact assessment (dated 9-27-10): approval.

Site Plan (dated 9-27-10): I recommend approval of the site plan with the following conditions:

1. The plans shall be amended to state that Phase 1 landscaping will be installed by June 1, 2011. Any other additional landscaping requirements (including those labeled as Phase 2) will apply only to the targeted future area of outside storage and will be reviewed in connection with the re-application for special use permit on November 1, 2011;
2. At the end of Phase one and prior to approval for Phase 2, the petitioner will re-evaluate the required storm water management plan for the site per the anticipated reduction in impervious area;
3. The petitioner shall comply with the requirements of the Brighton Area Fire Department.

Should you have any questions concerning this matter, please do not hesitate to contact me at (810) 227-5225.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelly VanMarter". The signature is written in black ink and is positioned above the typed name.

Kelly VanMarter
Planning Director

**GENOA TOWNSHIP
APPLICATION FOR SITE PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS*: INDUSTRIAL RESIN RECYCLING, INC.

OWNER'S NAME & ADDRESS: 1480 GRAND OAKS

SITE ADDRESS: 1480 GRAND OAKS PARCEL #(s): 11-08-100-010

APPLICANT PHONE: (517) 548-4140 OWNER PHONE: (734) 260-9213

LOCATION AND BRIEF DESCRIPTION OF SITE: _____

BRIEF STATEMENT OF PROPOSED USE: Recycle automotive plastic.

THE FOLLOWING BUILDINGS ARE PROPOSED: _____

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Patrick Cavanaugh

ADDRESS: 1480 GRAND OAKS DR Howell MI

** If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

Contact Information - Review Letters and Correspondence shall be forwarded to the following:		
<u>1) PAT CAVANAUGH</u>	<u>of Industrial Resin Recycling</u>	<u>at (517) 548-4504</u>
Name	Business Affiliation	Fax No.

FEE EXCEEDANCE AGREEMENT	
As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.	
SIGNATURE: <u>Patrick Cavanaugh</u>	DATE: <u>8-5-10</u>
PRINT NAME: <u>PATRICK CAVANAUGH</u>	PHONE: _____
ADDRESS: _____	

**APPLICATION FOR SPECIAL LAND USE
GENOA TOWNSHIP**

APPLICANT NAME* & ADDRESS: Industrial Resin Recycling Inc

OWNER NAME* & ADDRESS: PAT CAVANAGH

SITE ADDRESS: 1480 GRAND OAKS Howell PARCEL #(s): _____

APPLICANT PHONE: (517) 548 4140 OWNER PHONE: (734) 260 - 9213

Location and brief description of site and surroundings: Industrial Street filled with Building

Proposed Use: Recycling Automotive Plastic

Describe how your request meets the Zoning Ordinance General Review Standards (section 19.03):

a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.

b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.

c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?

d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?

e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)? If so, describe how the criteria are met.

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO DESIGN, CONSTRUCT AND OPERATE, AND MAINTAIN THESE PREMISES AND THE BUILDINGS, STRUCTURES, AND FACILITIES WHICH ARE GOVERNED BY THIS PERMIT IN ACCORDANCE WITH THE STATED REQUIREMENTS OF THE GENOA TOWNSHIP ZONING ORDINANCE, AND SUCH ADDITIONAL LIMITS AND SAFEGUARDS AS MAY BE MADE A PART OF THIS PERMIT.

THE UNDERSIGNED PAT CAVANAUUGH STATES THAT THEY ARE THE FREE OWNER* OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: Pat C

ADDRESS: 1480 GRAND OAKS DR Howell MI 48843

*Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1.) PAT CAVANAUUGH of Industrial Resin Recycling at (517) 548-4564
Name Business Affiliation Fax No.

Note: This application must be accompanied by a site plan review application and the associated site plan review submittal requirements. (The Zoning Administrator may allow a less detailed sketch plan for a change in use.)

FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: Pat C DATE: _____

PRINT NAME: PATRICK CAVANAUUGH PHONE: _____

ADDRESS: _____

6. The requirements outlined in the Township Engineer's letter of September 8, 2010 have been complied with;
7. The requirements set forth in the Fire Department letter of August 30, 2010 shall be complied with. With regard to item number four, the petitioner will discuss and request clarification of that point from the author of the letter;

Support by Barbara Figurski. **Motion carried unanimously.**

OPEN PUBLIC HEARING # 5... Review of a special use application, environmental impact assessment and site plan for existing non-compliant outdoor storage at Industrial Resin Recycling located at 1480 Grand Oaks Drive, Howell, Sec. 8, petitioned by Industrial Resin Recycling, Inc.

Chairman Brown addressed the Commission to update the Commission on how it came about that the petitioner was able to inhabit this building so quickly and that there was a fire on their former premises in Howell Township.

Bob Houston and Pat Cavanaugh of Industrial Resin Recycling and Pat Kehoe of Advantage Civil Engineering addressed the Planning Commission.

Mr. Kehoe reviewed with the Planning Commission what their goals are regarding the buffers, landscaping, etc. He also addressed the fact that it's economically unfeasible for this petitioner to bring some of these items into compliance.

Jeff Purdy discussed the requirement of outdoor storage being on pavement. The materials stored outside can not exceed the height of screening, so the material should be limited to 8'. He discussed landscaping. More evergreen are suggested than required and the Planning Commission may allow that rather than canopy trees. The petitioner is 128 trees short of the shrub requirement, but he doesn't feel that's necessary. He would suggest an additional 30 canopy trees along south and southwest sides of the site. Irrigation will be necessary. Dumpsters should be enclosed. This was the second review. Many items were addressed in the first site plan.

Tesha Humphriss discussed drainage and grading. She believes it will eventually be turned over to the Drain Commission after the easements are taken care of. The pond is over capacity and floods during storm events. The existing buildings and parking lots are "grandfathered in" as it relates to impervious surface. She believes 2 to 3 acres of gravel have been added since petitioner moved on site. The sedimentation basin is located in the middle of the fire lane.

Dean Tenge asks if drainage would be the same whether they occupy the premises or not. Tesha Humphriss indicates that it would. James Mortensen

feels that if a special use permit is granted, a time line should be put on it, which would require a review every 2 years or so. Chairman Brown indicated that the Planning Commission wants to work with the petitioner. The petitioner would like one year to reduce the height and volume of the racks. Chairman Brown indicated he would have no problem with the petitioners having outdoor storage at 8' behind their building. If petitioner could reduce their outdoor storage to that within one year, it would be helpful.

Dean Tenge feels it's more important to reduce the impervious surface than to get the height down. Discussion is held regarding allowing the petitioner to continue to keep the racks at 12' for one year to allow for more surface. The petitioner feels that within 24 months, the outside storage would be at an acceptable level to the Planning Commission and prior to that, the land could be reconfigured slowly to provide for proper drainage. James Mortensen feels there should be a review after one year to review the progress of the outdoor storage and getting the racks from 12' to 8'. Kelly VanMarter prefers a one year review, as well. The filing fee for the review may be waived.

The petitioner would like to hold off on discussion of the detention pond for a few years after the footprint of the outdoor storage is finalized. The detention pond would only account for the changes that they've made to the property since they took possession.

Allan Kelley addresses the Planning Commission. He asks if any of the outside storage is toxic. It is all plastics pursuant to the petitioner. Mr. Kelley asks if the goal is to eliminate outdoor storage completely. The petitioner indicates no, but they would to reduce it until it can all be behind the building and screened.

Planning Commission disposition of petition

- A. Recommendation of Special Use Application.
- B. Recommendation of Environmental Impact Assessment.
- C. Recommendation of Site Plan.

Motion by James Mortensen to recommend to the Township Board approval of a special use permit for outside storage for petitioner, subject to:

1. The long run objective for this special use permit will be to remove impervious surface back to the prior level before occupancy by Resin Recycling in order to improve drain water management;
2. The long run objective will be to reduce the racks from a 12' to 8' height within a two year period and they will be completely behind the building;
3. The special use permit will be granted for a 12 month period, expiring November 1, 2011, at which time the applicant will submit a letter to

the Township outlining the reduction status of outside storage on the site;

4. Renewal of the outside storage special can be made effective November 1, 2011 with a full waiver of the application fees;
5. The materials stored on the site in outside storage will continue to be non-toxic;
6. In the short run, a water truck rather than irrigation, will be satisfactory for planting irrigation;
7. This recommendation is subject to the Township Board's approval of the environmental impact assessment and site plan.

Support by Barbara Figurski. **Motion carried unanimously.**

Motion by Barbara Figurski to recommend to the Township Board to approve the environmental impact assessment dated August 3, 2010, subject to:

1. Section D, as requested by the Township Engineer, storm water management should be revised to include an analysis of improvements to the site since petitioner occupied the building;
2. This recommendation is subject to approval of the Township Board of the special use permit and site plan.

Support by Diana Lowe. **Motion carried unanimously.**

Motion by James Mortensen to recommend to the Township Board approval of the petitioner's site plan dated August 24, 2010, subject to:

1. Approval by the Township Board of the special use permit and environmental impact assessment;
2. Additional landscaping requirements will apply only to the targeted long-run area of outside storage and will be reviewed in connection with the re-application for special use permit on November 1, 2011. The landscaping shown on the site plan along the Grand Oaks Drive frontage and the south side of the building shall be installed by 6/1/10. This site plan will be regarded as phase one. A phase two site plan will be reviewed 11/1/10 in regard to a special use application permit. At the end of phase one, petitioner will re-evaluate the required storm water management plan for the site per the anticipated reduction in impervious area;
3. The requirements of the Brighton Fire Department letter dated August 31, 2010 will be complied with, however the petitioner will discuss the issues with the vicinity of the southwest corner of the building with the author of the letter.

Support by Barbara Figurski. **Motion carried unanimously.**



LSL Planning, Inc.

Community Planning Consultants

September 3, 2010

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director
Subject:	Industrial Resin Recycling – Special Use and Site Plan Review #2
Location:	Grand Oaks Drive– west side of Grand Oaks, north of I-96
Zoning:	IND Industrial District
Applicant:	Industrial Resin Recycling 1480 Grand Oaks Drive Howell, MI 48843

Dear Commissioners:

At the Township’s request, we have reviewed the special land use submittal and revised site plan (dated 8/24/10) for outdoor storage at the existing facility operated by Industrial Resin Recycling. The site is located on the west side of Grand Oaks Drive, north of I-96, and is currently zoned IND Industrial District. The request has been reviewed in accordance with the Genoa Township Master Plan and Zoning Ordinance.

A. Summary of Issues

1. The storage area is required to be paved; however, the Township may allow gravel provided the surface meets Township engineering standards.
2. The plastic storage racks should be limited to 8 feet in height, consistent with the height of screening.
3. 30 additional canopy trees should be added to the south buffer zone to screen the storage from I-96.
4. The applicant is proposing to irrigate the landscaping areas by water truck.
5. Dumpsters are required to be located within screened enclosures.

B. Proposal

The applicant requests special land use approval for existing outdoor storage at Industrial Resin Recycling. The Zoning Ordinance lists “plastics manufacturing, molding and extrusion,” and “outdoor equipment/material storage” as special land uses. When this use reoccupied the existing building, they did not obtain a special land use for the outdoor storage. The extent of outdoor storage has expanded as the business has grown and is now before the Planning Commission to bring the site into compliance.

C. Special Use Review

The project has been reviewed in accordance with the review standards of Section 19.03.

- 1. Master Plan.** The Master Plan and Future Land Use Map identify the site and surrounding properties as Industrial. The Master Plan states of this classification that “the intent is to develop industrial uses such as research, wholesale and warehouse activities and light industrial operations which manufacture, compounding, process, package, assemble and/or treat finished or semi-finished products from previously prepared material.” The operation and outdoor storage area are consistent with this description; however, adequate surfacing and screening must be provided for the outdoor storage area.
- 2. Compatibility.** The adjacent land uses are industrial to the north and east, with a railroad to the southwest. Beyond the railroad is a vacant area zoned Planned Industrial District (PID). The PID designation to the west is intended in the Master Plan to be developed as a business park with high-quality office, R&D and light industrial buildings, although the nearest property across the railroad is a MDNRE mitigation site that will not be developed. The site is also highly visible from I-96 to the south.
- 3. Public Facilities and Services.** As a developed site within an industrial park, the existing use is currently served by all necessary facilities and services. The proposal will not increase demand on public facilities and services; however, this standard is subject to further review by the Township Engineer.
- 4. Impacts.** There is a substantial amount of outdoor storage that needs to be adequately surfaced and screened to mitigate adverse impacts on surrounding properties.
- 5. Mitigation.** The Township may require that the applicant provide mitigation necessary to minimize or prevent any other negative impacts. Mitigation should include improving the existing surface, as well as complete screening of the outdoor storage area from Grand Oaks Drive and I-96 to the south. I-96 is elevated and the outdoor storage is clearly visible from the west-bound lanes. 30 additional canopy trees should be added to the south in order to get higher-level vegetation to screen views from I-96.

D. Specific Use Standards

The proposed outdoor storage component of the project generally complies with the standards of Section 8.02.02(b); however, the following items must be addressed:

- 1. Surfacing:** Outdoor storage areas are required to be paved and drained so as to properly dispose of stormwater. The applicant proposes use of the gravel surface. The Township Board, following a recommendation from the Planning Commission and Township Engineer, may allow a gravel surface for low intensity activities upon a finding that neighboring properties and the environment will not be negatively impacted. The outdoor storage area has expanded over time and much of the storage area surface has not been improved to meet proper engineering standards. If gravel surfacing is allowed, the Township should require that it be improved to meet Township Engineering Standards.
- 2. Screening:** All sides of the outdoor storage are to provide a Buffer Zone B. This standard is reviewed in greater detail under the Site Plan Review section of this review letter. The site is highly visible from I-96 and needs to be adequately screened.

3. **Material Height:** The height of all material stored outdoors shall not exceed the height of any landscape screening, wall or fence. The plastic storage racks are 12 feet tall and the proposed evergreen trees will be 8 feet tall at time of planting. We recommend the plastic storage racks be limited to a height of 8 feet in accordance with the screening proposed. The applicant has indicated that they have reduced the height from 20 feet to 12 feet and that, in time, the landscaping will grow to 12 feet in height.

E. Site Plan Review

1. **Dimensional Requirements.** The site plan complies with the dimensional standards of the Zoning Ordinance for the IND as described below.

District	Lot Size		Minimum Yard Setbacks (feet)			Max. Height	Lot Coverage
	Lot Area (acres)	Width (ft.)	Front Yard	Side Yard	Rear Yard		
IND	1	150	85	25	40	30	40% bldg 85% impervious
Building	10	732	42	260 (N) 233 (S)	100	25.3	11%
Storage			90	25 (N) 163 (S)	40		60%

- a. **Building.** The building encroaches into the required front yard setback. There are no changes proposed to the building, therefore this nonconformity may be maintained.
2. **Landscaping & Greenbelt.** The table below summarizes the amount and type of landscaping required by Section 12.02. Overall, the site is deficient 34 canopy trees and 129 shrubs, but has an excess of 37 evergreen trees. The Planning Commission may allow landscaping to be shifted around and substitution of landscaping types to best screen the site. We recommend that in-lieu of the 129 shrubs, 30 additional canopy trees be added to the south buffer zone to screen the storage yard from I-96. Because I-96 is elevated, these should be canopy trees to provide higher-level foliage. In response, the applicant has indicated that they don't feel the additional canopy trees would be effective in screening views from I-96.


Irrigation must also be provided for landscape area to ensure survival and health of the plantings. The applicant is proposing to irrigate the landscaping areas by water truck. Some assurance of landscaping health and survival will be required.

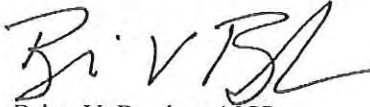
Location	Amount of Plantings Required	Amount of Plantings Provided	Additional Plantings Needed
East front yard greenbelt	15 trees	23 trees 107 shrubs	(8) excess trees (107) excess shrubs
North buffer zone	25 canopy trees 25 evergreens 99 shrubs	16 canopy trees 58 evergreens	9 canopy trees needed (33) excess evergreens 99 shrubs needed
West buffer zone	27 canopy trees 27 evergreens 99 shrubs	14 canopy trees	13 canopy trees needed 27 evergreens needed 99 shrubs needed
South buffer zone	10 canopy trees 10 evergreens 38 shrubs	9 canopy trees 22 evergreens	1 canopy tree needed (12) excess evergreens 38 shrubs needed
Parking	4 trees	4 trees	-
Total	81 canopy trees 62 evergreens 236 shrubs	47 canopy trees 99 evergreens 107 shrubs	34 canopy trees needed (37) excess evergreens 129 shrubs needed

3. **Parking.** The Zoning Ordinance requires 1 space for each 1500 square feet of gross floor area for warehousing. 34 parking spaces are required and 38 are provided. No changes are proposed to the existing parking. The pavement type at the north end of the site needs to be specified on the site plan.
4. **Loading.** Section 14.08.08 requires loading spaces be located in a rear or side yard not directly visible to a public street. There is an existing loading dock on the north side of the building. This is proposed to be partially screened from Grand Oaks Drive by evergreen trees.
5. **Waste Receptacle and Enclosure.** The site plan indicates trailer and flat-bed dumpsters to the north of the building. These need to be located within screened enclosures, as required by Section 12.04. A concrete base and masonry screen walls with pressure treated wood gates are required around the dumpsters. The applicant has indicated that these dumpsters are not visible from off-site and that the operation does not lend itself to use of enclosures.
6. **Exterior Lighting.** The site plan identifies wall mounted light fixtures, but no details are provided. However, a note has been added to Sheet 3 of the revised plan stating that all existing light fixtures are downward directed.
7. **Signs.** No new signage is proposed as part of this request.
8. **Impact Assessment.** An Impact Assessment (8/3/2010) is included with the submittal. The Assessment states that the project is not anticipated to create any adverse impacts upon the public services, surrounding land uses or traffic. This will be a continuation of an existing use.

Should you have any questions concerning this matter, please do not hesitate to contact our office. We can be reached by phone at (248) 586-0505, or via e-mail at purdy@lslplanning.com and borden@lslplanning.com.

Sincerely,
LSL PLANNING, INC.


Jeffrey R. Purdy, AICP, PTP
Partner


Brian V. Borden, AICP
Senior Planner



Genoa Charter Township

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

Memorandum

TO: Genoa Township Planning Commission Members

DATE: September 8, 2010

RE: Industrial Resin Recycling
Site Plan Review #2

As requested, I have reviewed the above referenced site plan prepared by Advantage Civil Engineering dated August 24, 2010. The site is located on the west side of Grand Oaks Drive, approximately 3,800-feet south of Grand River. The petitioner is requesting special use approval for an existing outdoor storage area which is located on a gravel surface. Please consider the following comments when taking action on this site plan:

DRAINAGE AND GRADING

Based on my review of the 2005 and 2008 aerials for this site, it appears between 2 and 3 acres of gravel, or impervious area, have been added to the site since the petitioner has occupied the site. The Grand Oaks area was built with a regional detention pond located on Victory Drive, across from Total Automotive, which is over capacity, and there are known flooding issues with this pond. Therefore, it is required that any additional impervious area that is added to the sites within this tributary area be detained on site.

1. The petitioner should provide on-site detention for the additional impervious area that has been added to this site since the petitioner has occupied the site. Supporting calculations for both the required and provided detention volume should be shown on the plans.
2. Section D of the Impact Assessment, Impact on Storm Water Management, should be revised to include an analysis of the improvements that have been added to the site since the petitioner has occupied the building.
3. It appears a majority of the site drains to the existing ditch on Grand Oaks. However, it appears the northwest portion of the site may sheet flow to the northwest. The petitioner has added a note to the plans that states "Drainage to CSX ROW". The petitioner should clearly delineate what portion of the drainage on the northwest portion of the site drains to the CSX right-of-way.
4. There is an existing sedimentation basin located on the west side of the building. It appears only minimal stormwater treatment for this site is obtained from this pond,

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

based on the size and location of the pond. Therefore, the petitioner should provide calculations showing the provided volume within the existing sedimentation basin. In addition, the petitioner should clearly delineate on the site plan what portion of the site, including an area calculation, drains to this sedimentation basin.

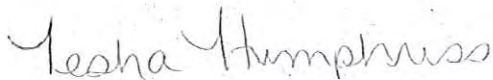
5. The existing sedimentation basin is located within the proposed fire lane. It is my recommendation that the fire lane be re-directed around the sedimentation basin.

UTILITIES

6. The existing building is connected to municipal sanitary sewer and water. The outdoor storage is not expected to have a negative impact on the municipal utilities.

I recommend the Planning Commission consider the above listed items before acting on this site plan. Please feel free to contact me at (810) 227 – 5225 with any questions or concerns.

Sincerely,



Tesha L. Humphriss, P.E.
Genoa Township Engineer



Brighton Area Fire

615 W. Grand River

Brighton, Michigan 48116

810-229-6640 Fax: 810-229-1619

August 31, 2010

Amy Ruthig
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Industrial Resin Recycling
1480 Grand Oaks Drive
Site Plan Review

Dear Amy:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on August 27, 2010 and the drawings are dated August 3, 2010 with revisions dated August 24, 2010. The project is based on a 50,000 square foot building on a 10 acre parcel. The plan review is based on the requirements of the International Fire Code (IFC) 2009 edition.

1. The building shall include the building address on the building. The current address on the building does not meet the size and contrast requirements. The address shall be a minimum of 6" high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.
IFC 505.1
2. Provide date that you anticipate the 30' fire lane around building will be established. The 30' clearance around the building shall remain free of storage.
3. Knox box applications may be obtained at Station 31 located at 615 W. Grand River. The location of a key box (Knox Box) shall be indicated on future submittals. The Knox box will be located adjacent to the front door of the structure.
IFC 506.1

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-225-8033 ext. 226.

August 18, 2010
Industrial Resin Recycling
1480 Grand Oaks Drive
Page 2 of 2

Cordially,

A handwritten signature in black ink, appearing to read "J. Corcoran". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jim Corcoran
Lieutenant / Inspector



**IMPACT ASSESSMENT
FOR
INDUSTRIAL RESIN RECYCLING**

**SECTION 8, GENOA TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN**

Prepared for:

Industrial Resin Recycling
1480 Grand Oaks Drive
Howell, MI. 48843

Prepared by:

Advantage Civil Engineering, Inc.
5040 Queensway
Howell, MI. 48843

AUGUST 3, 2010

REVISED SEPTEMBER 27, 2010

INTRODUCTION

The purpose of this report is to show the effects of the existing Industrial Recycling facility on various factors in the general vicinity. The facility is a plastics recycling operation that requires outside storage as part of its day to day operations. This impact assessment is being submitted along with a separate site plan as part of the Genoa Township requirements to obtain special use approval for the outside storage. The format of this report conforms to format requirements of the published Zoning Ordinance of Genoa Township, Livingston County, Michigan.

A. Name and address of person responsible for preparation of the impact assessment and a brief statement of their qualifications:

This impact assessment was prepared by Patrick C. Keough, president of Advantage Civil Engineering Incorporated. Mr. Keough is a licensed civil engineer in the state of Michigan with over 25 years of experience in the land development field. He has been involved with the design and construction of numerous industrial facilities in the Michigan area as well as Genoa Township.

B. Map and written description/analysis of the project.

The site consists of 10 acres of property with an existing 50,300 square foot industrial building located at 1480 Grand Oaks drive. The building is comprised of 2533 square feet of office area and 47,767 square feet of industrial plastics recycling. The company currently employs 48 people that consist of 8 truck drivers and a combination of 40 administrative and production staff. The facility currently operates with two shifts with the first shift operating between 6:00 A.M.- 2:30 P.M. and the second shift operating between 3:00 P.M. – 1:00 A.M..The staff is equally split between the first and second shift with the average persons per shift approximately equal to 24. Normal business hours are Monday through Friday with occasional work being performed on the weekends. The facility has been in operation at the current location since 2004 and is applying for a special use permit for the outside storage in order to be in compliance with the Genoa Township Zoning Ordinance. A separate site plan prepared by Advantage Civil Engineering incorporated has been submitted that shows the existing conditions of the site as well as the proposed improvements to the outside storage area.

C. IMPACT ON NATURAL FEATURES

The site is located within an existing industrial park along Grand Oaks Drive. The site is relatively flat with elevation contours ranging from 1013 on the south side of the site to 1003 on the north side of the site. There are no regulated wetlands or floodplains on site. Drainage occurs mostly by sheet drainage from south to north with the majority of the run-off ending up in the right of way of Grand Oaks Drive. The water continues to travel to the north along Grand Oaks Drive where it eventually enters a county drain located to the North. The operations of the site do not involve the handling of any hazardous materials and have very little impact on the surrounding natural features.

D. IMPACT ON STORM WATER MANAGEMENT

The facility currently relies mostly on sheet drainage with a small sedimentation pond located on the south side of the building. Approximately two acres of gravel surface area has been added to the site between 2005 and 2010. It is the owners intent to reduce the outside storage area and re-establish much of this area back to grass similar to the way it existed in 2005. Although the existing drainage system falls short of the most current storm water standards, the system has proven over time that it functions adequately. The improvements proposed as part of the special use approval will have no increased effect on the storm water system and therefor upgrading of the drainage system will not be necessary at this time.

E. IMPACT ON SURROUNDING LAND USE

The property is currently zoned Industrial (IND) and is surrounded on the north, east and west sides by other Industrial zoned property. The CSX railroad and I-96 expressway are located to the south of the property. The facility has minimal impact on the surrounding land uses because it is similar in nature to the other surrounding industrial properties and is zoned appropriately for its use.

F. IMPACT ON PUBLIC FACILITIES AND SERVICES

Because the facility is industrial in nature it has a positive impact on the public school system. The facility generates the much needed tax income for the schools without adding any additional students to the system. There is a minimal impact on the other public services such as police and fire departments because of the number of employees working in the area. However, generally the increased tax revenue from the facility will outweigh the minimal increased burden on the public facilities.

G. IMPACT ON PUBLIC FACILITIES

The site is currently serviced by the municipal sewer and water along Grand Oaks Drive and there will be no increase in usage as part of this special use approval. The operations part of the facility does not generate any unusual sewer or water demands and the demand is basically limited to what is normally required by the daily employees. Assuming approximately 15 gallons of sewer usage per person per day and 48 total employees, the total sewer usage for the site can be estimated at 720 gallons per day. The water demands for the site can be assumed to be somewhat higher due to the landscape sprinkler system. The site is currently metered and billed appropriately through the MHOG Authority.

Other utilities such as electric, gas, telephone and cable TV are all available to the site along Grand Oaks drive.

H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS

There are no hazardous materials generated as part of the plastics recycling operation. The process consist of stripping plastic parts and placing them in a grinding machine to create small plastic dry chips that are trucked off site for reprocessing. The facility does perform its own oil changes on the trucks inside the building facility. The used oil is stored in 55-gallon containers and collected periodically by Crystal Flash (an oil recycling company) and hauled off site for reprocessing.

I. DESCRIPTION OF TRAFFIC VOLUMES TO BE GENERATED AND THEIR EFFECT ON THE AREA.

With the property developed, there is a slight increase in both vehicular traffic and truck traffic on Grand Oaks Drive. It is anticipated the majority of the traffic will travel north from the site to Grand River Avenue, where it will be approximately equally split into east and west directions. From the ITE Trip Generation Manual, it is expected an average of 1.50 trips per 1000 sq. feet of gross floor area will be generated. With a 50,300 square foot facility, the total expected is 76 trips/day, with a trip being defined as a one-way event (i.e. 76 trips per day is 38 trips in and 37 trips out). The peak hour traffic flow can also be estimated from the ITE Trip Generation Manual as 0.4 trips per employee during peak hour. Using 48 employees, the peak hour traffic can be estimated at 19 trips during peak hour. In addition to the normal employee trip generation, the facility also creates approximately 12 truck trips during a normal day's operation.

J. SPECIAL PROVISIONS I.E., DEED RESTRICTIONS, PROTECTIVE COVENANTS, ETC.

None.

K. DESCRIPTION OF ALL SOURCES

Genoa Township zoning ordinances

ITE Trip Generation Manual

Soil Survey of Livingston County, Michigan”, Soil Conservation service
U.S.D.A.

Site plan for Outside Storage Improvements for INDUSTRIAL RESIN RECYCLING

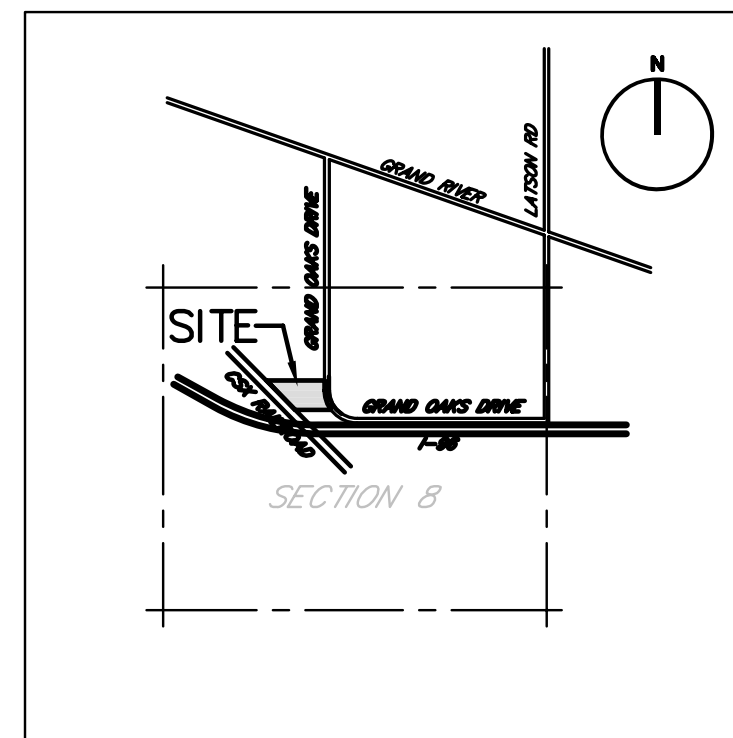
1480 GRAND OAKS DRIVE
SECTION 8 T2N-R5E, GENOA TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

LEGAL DESCRIPTION

PART OF SECTION 8, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 87 DEGREES 12 MINUTES 39 SECONDS WEST, 496.99 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 23 SECONDS EAST, 1389.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE SOUTH 02 DEGREES 06 MINUTES 23 SECONDS EAST, 431.60 FEET; THENCE SOUTHEASTERLY 299.89 FEET ALONG AN ARC OF A 485.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 35 DEGREES 26 MINUTES 42 SECONDS AND WHOSE LONG CHORD BEARS SOUTH 19 DEGREES 48 MINUTES 31 SECONDS EAST, 268.14 FEET; THENCE SOUTH 84 DEGREES 54 MINUTES 03 SECONDS WEST, 278.38 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 12 SECONDS WEST, 1083.54 FEET; THENCE NORTH 89 DEGREES 02 MINUTES 55 SECONDS EAST, 989.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES OF LAND MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DRAWING INDEX

NO.	TITLE
1.	COVER SHEET
2.	EXISTING CONDITIONS PLAN
3.	SITE PLAN
4.	LANDSCAPE PLAN



LOCATION MAP

DATE	DESCRIPTION
08/27/20	ISSUED FOR EXISTING CONDITIONS
08/27/20	ISSUED FOR PLANNING COMMISSION COMMENTS

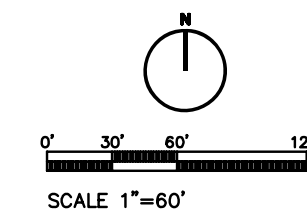
INDUSTRIAL RESIN RECYCLING
1480 GRAND OAKS DRIVE
GENOA, MI 48028
877-548-5440

INDUSTRIAL RESIN RECYCLING
SECTION 8, GENOA TOWNSHIP
COVER SHEET

ADVANTAGE
CIVIL
ENGINEERING
3000 COMMUNITY CENTER DRIVE, S.E. 48063 877-548-5440 Fax 877-548-5448

08-08-20
PCK
PCK
10008

1/4



ZONED INDUSTRIAL (IND)
MICHIGAN ROD PRODUCTS INC.
1325 GRAND OAKS DRIVE
I.D. #11-08-100-011

ZONED INDUSTRIAL (IND)
AMERTEC MICH/AMCH BELL TEL. CO.
GRAND OAKS DRIVE
I.D. #11-08-101-009

ZONED INDUSTRIAL (IND)
AMERTEC MICH/AMCH BELL TEL. CO.
GRAND OAKS DRIVE
I.D. #11-08-101-010

ZONED INDUSTRIAL (IND)
WARREN HELEN & WALLACE MAE
GRAND OAKS DRIVE
I.D. #11-08-101-011

ZONED INDUSTRIAL (IND)
BEST STORAGE-HOWELL
GRAND OAKS DRIVE
I.D. #11-08-101-012

ZONED INDUSTRIAL (IND)
ITO
GRAND OAKS DRIVE
I.D. #11-08-200-006

PARCEL AREA = 10.0 AC. (435,717 S.F.)

CSX RAILROAD

INDUSTRIAL RESIN RECYCLING
1480 GRAND OAKS DRIVE
I.D. #11-08-101-011
(50,300 S.F.)

- LEGEND**
- LIGHT POLE
 - EXTERIOR BUILDING LIGHT
 - SIGN
 - UTILITY POLE
 - TELEPHONE RISER
 - MAJOR EXIST. CONTOUR - 5' INTERVAL
 - MINOR EXIST. CONTOUR - 1' INTERVAL
 - PROPOSED CONTOUR
 - EXISTING SANITARY SEWER
 - EXISTING WATER MAIN
 - GAS MAIN
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND ELECTRIC LINE
 - FENCE LINE
 - GUARDRAIL
 - DITCH CENTERLINE, TOE OF SLOPE
 - DIRECTION OF DRAINAGE
 - EXISTING DECIDUOUS TREE
 - EXISTING EVERGREEN TREE
 - EXISTING TREE AND BRUSH LINE

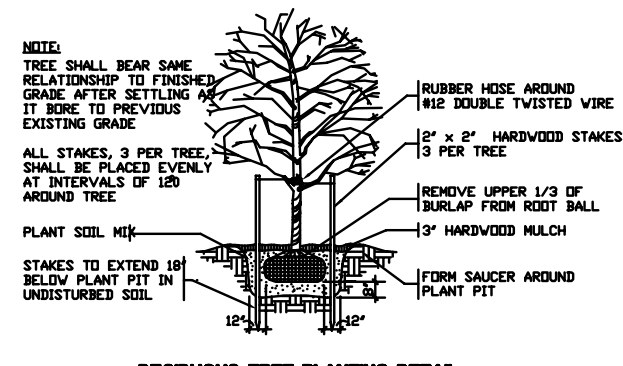
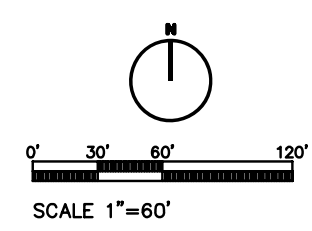
DATE	DESCRIPTION
08/27/20	ISSUED FOR PERMITS
08/27/20	REVISED FOR PLANNING COMMISSION COMMENTS

PROJECT INFORMATION
Industrial Resin Recycling
Section 8, Genoa Township
Howell, MI 48840
817-548-5400

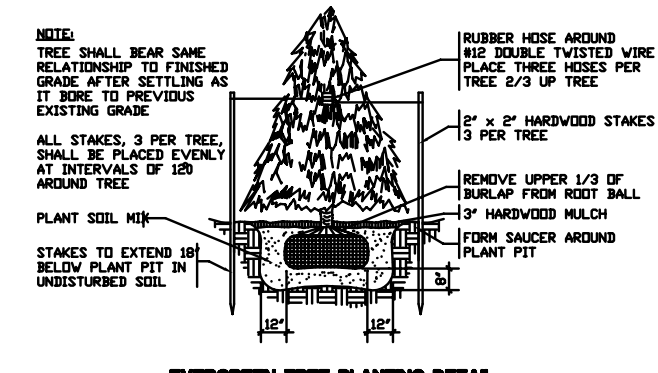
**INDUSTRIAL RESIN RECYCLING
SECTION 8, GENOA TOWNSHIP
EXISTING CONDITIONS PLAN**

**ADVANTAGE
CIVIL
ENGINEERING**
1000 COMMUNITY COLLEGE BLVD., SUITE 100
HOWELL, MI 48840
817-548-5400
FAX 817-548-5408

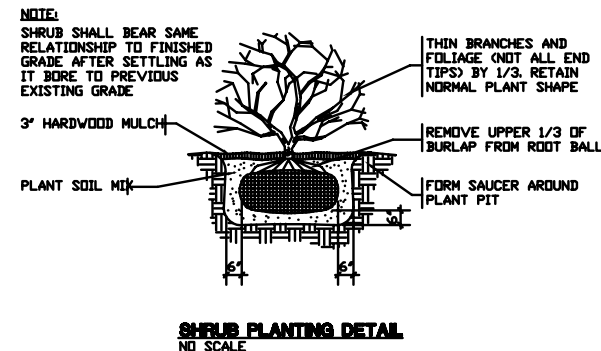
08-09-D
PCK
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10008



DECIDUOUS TREE PLANTING DETAIL
NO SCALE



EVERGREEN TREE PLANTING DETAIL
NO SCALE



SHRUB PLANTING DETAIL
NO SCALE

NOTES:

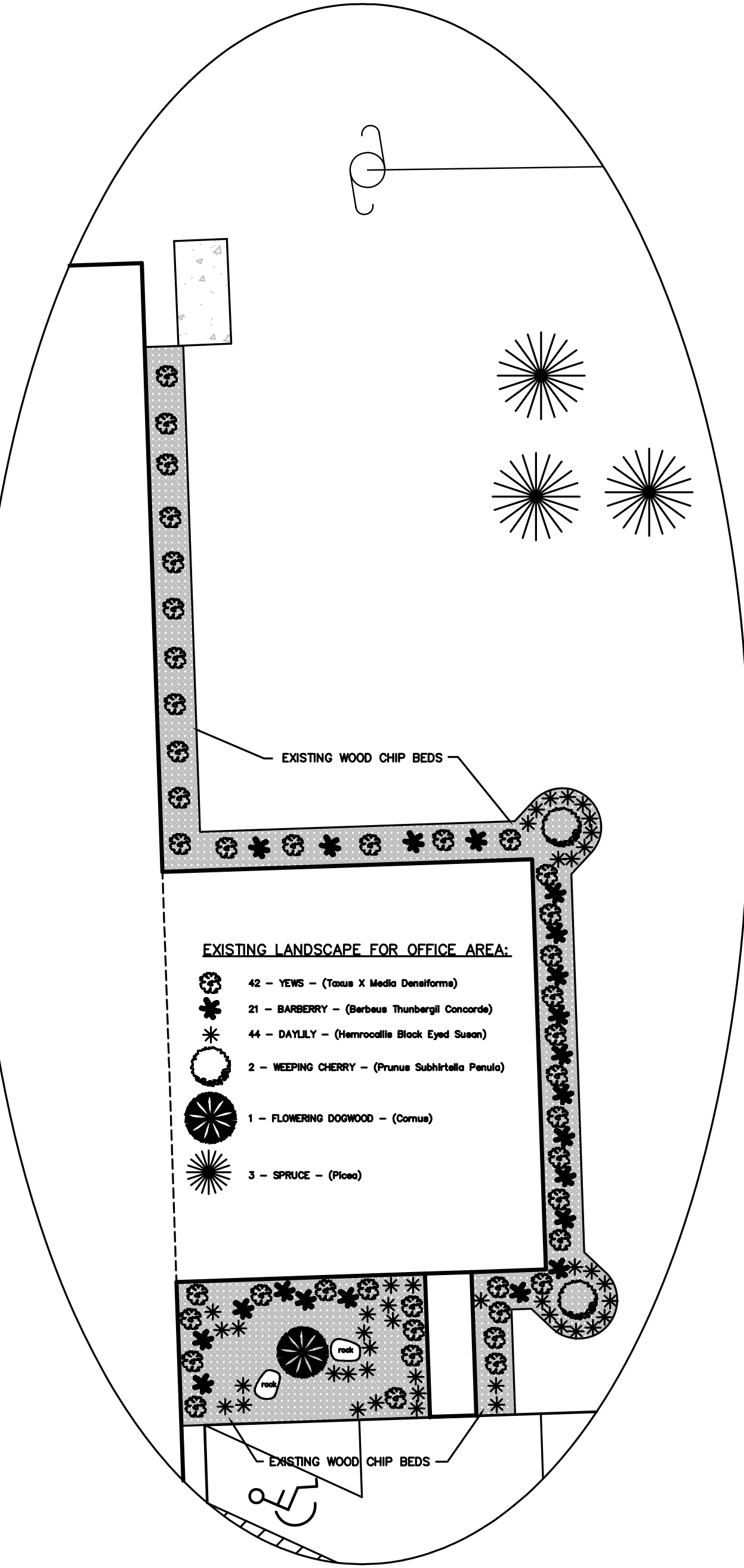
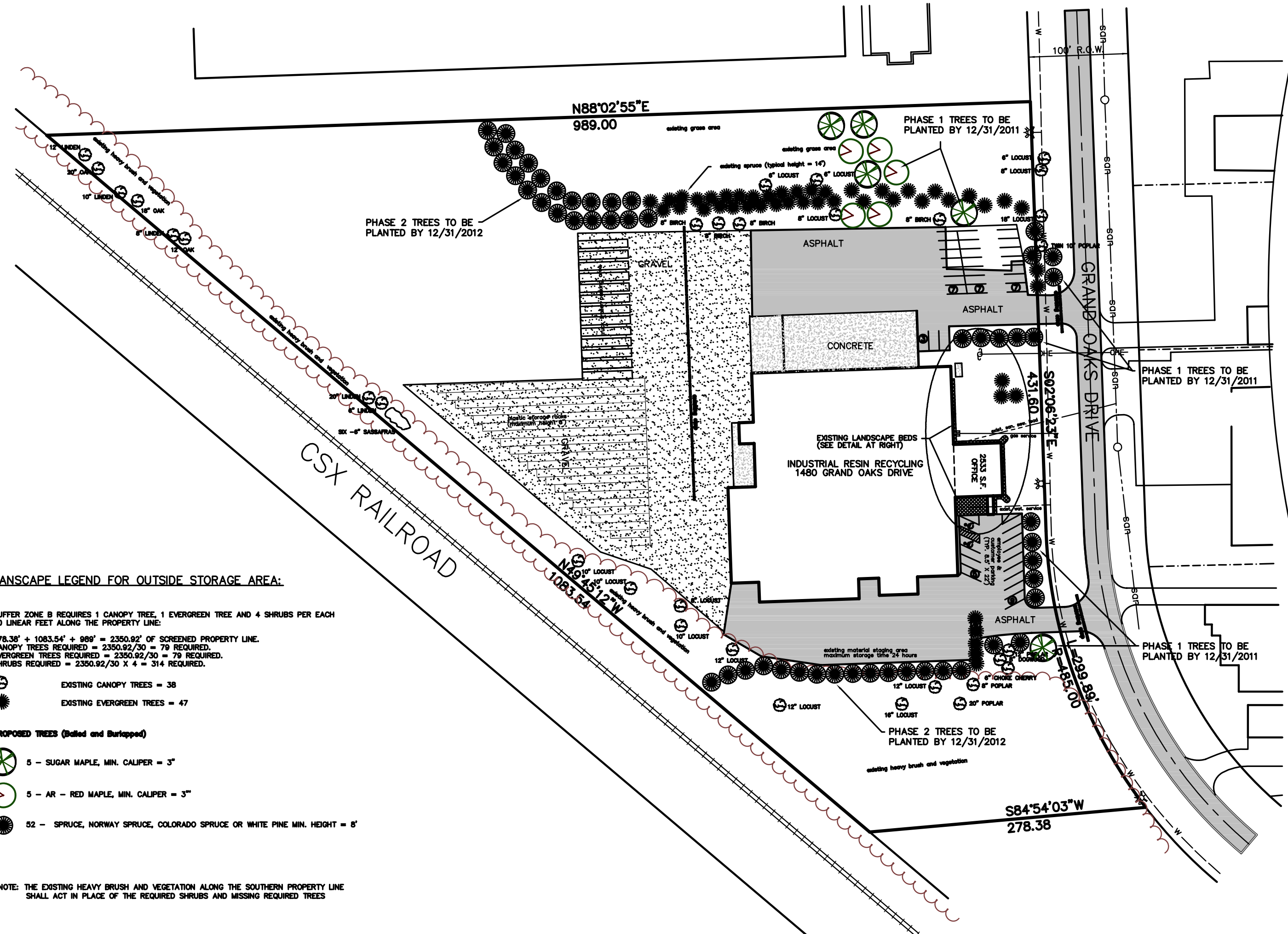
1. ALL PLANTING AREAS SHALL HAVE 3-4" DEPTH OF TOPSOIL.
2. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE REVEGETATED FOR OUTDOOR USE. GRASS, SOFT TURF TYPE TALL FESCUE OVER 2" (MIN.) TOPSOIL.
3. PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON THE PLAN.
4. ALL LANDSCAPING AND LANDSCAPE ELEMENTS SHALL BE PLANTED AND EARTH FINISHING OR GRADING PERFORMED IN A SOUND PROFESSIONAL MANNER, ACCORDING TO ACCEPTED PLANTING AND GRADING PROCEDURES.
5. ALL LANDSCAPING SHALL BE MAINTAINED IN A REASONABLY HEALTHY CONDITION. TREES FROM ROT, DISEASE AND OTHER ALL UNHEALTHY AND DEAD MATERIAL SHALL BE REPLACED WITHIN ONE (1) YEAR OF DAMAGE OR DEATH, OR THE NEXT APPROPRIATE PLANTING SEASON, WHICHEVER COMES FIRST.
6. ALL PLANTINGS SHALL BE A MIN 3' FROM EDGE OF TRAVELLED SURFACE.

LANDSCAPE LEGEND FOR OUTSIDE STORAGE AREA:

BUFFER ZONE B REQUIRES 1 CANOPY TREE, 1 EVERGREEN TREE AND 4 SHRUBS PER EACH 30' LINEAR FEET ALONG THE PROPERTY LINE.
 27' LIN. FT. x 108' LIN. FT. x 8' HGT. = 2300.16' LF OF SCREENED PROPERTY LINE.
 CANOPY TREES REQUIRED = 2300.16/30 = 76 REQUIRED.
 EVERGREEN TREES REQUIRED = 2300.16/30 = 76 REQUIRED.
 SHRUBS REQUIRED = 2300.16/30 x 4 = 314 REQUIRED.

- EXISTING CANOPY TREES = 38
 - EXISTING EVERGREEN TREES = 47
- PROPOSED TREES (Balled and Barked)**
- 5 - SUGAR MAPLE, MIN. CALIPER = 3"
 - 5 - AR - RED MAPLE, MIN. CALIPER = 3"
 - 52 - SPRUCE, NORWAY SPRUCE, COLORADO SPRUCE OR WHITE PINE, MIN. HEIGHT = 6'

NOTE: THE EXISTING HEAVY BRUSH AND VEGETATION ALONG THE SOUTHERN PROPERTY LINE SHALL ACT IN PLACE OF THE REQUIRED SHRUBS AND MISSING REQUIRED TREES.



EXISTING LANDSCAPE FOR OFFICE AREA:

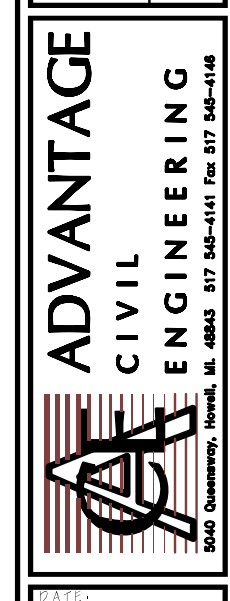
- 42 - YEW - (Taxus X Media Danielsana)
- 21 - BARBERRY - (Berberis Thunbergii Concordia)
- 44 - DAYLILY - (Hemerocallis Black Eyed Susan)
- 2 - WEEPING CHERRY - (Prunus Subhirtella Pendula)
- 1 - FLOWERING DOGWOOD - (Cornus)
- 3 - SPRUCE - (Picea)

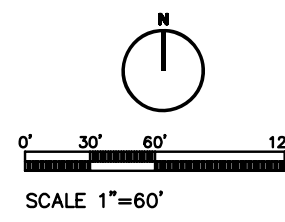
DATE	08/09/10
PROJECT	INDUSTRIAL RESIN RECYCLING
SECTION	SECTION 8, GENOA TOWNSHIP
SCALE	LANDSCAPE PLAN
DESIGNED BY	PCK
CHECKED BY	PCK
DATE	10/08

INDUSTRIAL RESIN RECYCLING
 SECTION 8, GENOA TOWNSHIP
 LANDSCAPE PLAN

ADVANTAGE CIVIL ENGINEERING
 1000 W. MONROE ST., SUITE 100
 GENOA, ILL. 60140
 TEL: 815-464-1414 FAX: 815-464-1418

08-09-10
 PCK
 PCK
 10008





NOTE: THE AMOUNT OF AREA THAT HAS BEEN CHANGED FROM GRASS TO OUTSIDE STORAGE AREA BETWEEN 2000 AND 2010 HAS BEEN ESTIMATED AT 2 ACRES USING AERIAL PHOTOGRAPHS.

ZONED INDUSTRIAL (IND)
MICHIGAN ROD PRODUCTS INC.
1328 GRAND OAKS DRIVE
I.D. #11-08-100-011

ZONED INDUSTRIAL (IND)
AMERTEC HIGH/ARCH BELL TEL. CO.
GRAND OAKS DRIVE
I.D. #11-08-101-009

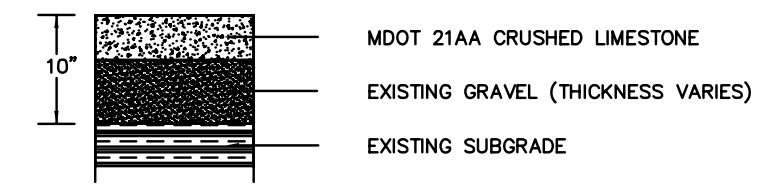
ZONED INDUSTRIAL (IND)
AMERTEC HIGH/ARCH BELL TEL. CO.
GRAND OAKS DRIVE
I.D. #11-08-101-010

ZONED INDUSTRIAL (IND)
WARREN HELEN & WALLACE MAE
GRAND OAKS DRIVE
I.D. #11-08-101-011

ZONED INDUSTRIAL (IND)
BEST STORAGE-HOWELL
GRAND OAKS DRIVE
I.D. #11-08-101-012

ZONED INDUSTRIAL (IND)
ITC
GRAND OAKS DRIVE
I.D. #11-08-200-006

TYPICAL OUTSIDE STORAGE AREA CROSS SECTION
NO SCALE



- LEGEND**
- LIGHT POLE
 - EXTERIOR BUILDING LIGHT
 - SIGN
 - UTILITY POLE
 - TELEPHONE RISER
 - MAJOR EXIST. CONTOUR - 5' INTERVAL
 - MINOR EXIST. CONTOUR - 1' INTERVAL
 - PROPOSED CONTOUR
 - EXISTING SANITARY SEWER
 - EXISTING WATER MAIN
 - GAS MAIN
 - UNDERGROUND TELEPHONE LINE
 - OVERHEAD ELECTRIC LINE
 - FENCE LINE
 - GUARDRAIL
 - DITCH CENTERLINE, TOE OF SLOPE
 - DIRECTION OF DRAINAGE
 - EXISTING DECIDUOUS TREE
 - EXISTING EVERGREEN TREE
 - EXISTING TREE AND BRUSH LINE


- GENERAL NOTES:**
- Property zoned: IND (INDUSTRIAL)
 - No building improvements are planned as part of this site plan submittal.
 - No new signage is proposed as part of this site plan submittal.
 - Property is serviced by municipal sewer and water.
 - Underground utilities are extended from exist. locations along Grand Oaks Drive to service this site.
 - Soils are predominantly Miami Loams (U.S.D.A. "Soil Survey of Livingston Co.")
 - Maximum allowable building height = 30 feet.
 - Siteplan uses: Plastics materials recycling.
 - Parking calculations: # of parking spaces req'd. (Warehousing) 1 space per 1500 SF of Building = 50,300 / 1500 = 34 SPACES REQUIRED
PARKING SPACES REQUIRED = 34
BARRIER FREE PARKING SPACES = 2
LOADING/UNLOADING SPACES REQUIRED = 2
NUMBER OF PARKING SPACES PROVIDED = 38, including 2 barrier free, plus 10 loading/unloading
 - JOB BENCHMARK: Spike in west side pp in front yard elev.=1005.0 (USGS)
 - There are no wetlands present on site.
 - The proposed improvements to the site are limited to the outside storage area only as follows:
 - Re-organize outside storage materials to reduce the area to the limits shown on site plan by 12/31/2012.
 - Reduce the storage rack heights to 12' maximum by 12/31/2011 and 8' maximum by 12/31/2012.
 - Remove all gravel outside of final outside storage area and re-establish with topsoil and seed by 12/31/2012.
 - Re-grade gravel in final parking/outside storage area to provide positive drainage and provide additional gravel as necessary to insure a minimum thickness of 10" in all final gravel areas by 12/31/2012.
 - Provide additional landscape screening as shown on landscape plan by 12/31/2012.
 - Provide a storm water drainage plan and final landscape plan by 12/31/2011.
 - Establish fire lane as shown by 12/31/2010.
 - Fire lanes shall be maintained at all times to provide a minimum unobstructed width of 20' and a minimum vertical clearance of 13'-0". No parking shall be allowed in the fire lanes.
 - All existing light fixtures are downward directed fixtures that do not create any objectionable light off site.

SITE DATA TABLE

	REQUIRED	PROVIDED
ZONING: IND (INDUSTRIAL DISTRICT)		
LOT AREA	1.00 AC.	10.00 AC. 43560 SF
SETBACKS		
FRONT	85'	42.1'
SIDE	25'	233.5'
REAR	40'	100.9'
MAX. COVERAGE		
BUILDING	40%	11.5%
IMPERVIOUS	75%	60.0%
MAX. HEIGHT		
HEIGHT	30'	SEE BLDG. PLANS
STORIES	2	1

ADVANTAGE INDUSTRIAL RESIN RECYCLING SECTION 8, GENOA TOWNSHIP SITE PLAN
 CIVIL ENGINEERING
 08-08-12
 PCK
 PCK
 10008
 3/4

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 10/1/10
RE: Fire Hall Leases

As discussed the Township Attorney has prepared leases for our two Fire Halls. I have reviewed a draft with the Fire Chief and the Managers for Brighton and Brighton Township. Please consider the following action:

Moved by _____, supported by _____, to approve the Fire Hall leases as presented.

LEASE FOR 2755 DORR ROAD

1. PARTIES

This lease, dated this ____ day of September, 2010, is made by and between GENOA CHARTER TOWNSHIP, a municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Lessor hereby leases to Lessee Lessee hereby leases from Lessor, certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, with the address 2755 Dorr Road, Brighton, Michigan, known as Station 34 more particularly described on Exhibit A, to be used as a fire station and related uses. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

3. TERM

A. The term of this lease shall be for five (5) years, commencing on October 1, 2010 ("commencement date"), and ending on September 30, 2015, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee shall have the option to extend the term hereof for an additional period of five (5) years (the "Renewal Term"). Such option shall be exercised, if at all, by written notice to Lessor at least one hundred eighty (180) days prior to the expiration of the initial term. All terms and conditions contained in this Lease shall apply during such option period. In the event Lessee does not exercise the foregoing option to renew this Lease within the required time period, then such option shall, upon expiration of the applicable period, become null and void and be of no further force or effect. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term if and when Lessee exercises its option to renew.

4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste.

5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 3 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and shall pay the maintenance expenses as they become due as provided herein.

6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, without interference or hindrance from Lessor or persons claiming by or through Lessor.

7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the premises at reasonable times during normal business hours and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

8. COMPLIANCE WITH LAWS

During the terms of this lease, Lessor shall, at Lessor's sole cost and expense, promptly comply with any and all present and future applicable laws, ordinances, rules, regulations, orders, and covenants, whether promulgated by state, federal, municipal or any other agency or body having jurisdiction over the premises. Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, and safety laws.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction. Lessee shall be responsible for obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility. Notwithstanding the foregoing, Lessee may, without Lessor's consent, make interior non-structural Alterations in and to the Leased Premises which are consistent in quality, color and decor to any plans and specifications previously approved by Lessor; provided that (a) the cost thereof does not exceed Five Thousand Dollars (\$5,000) during any lease year, and (b) electrical, plumbing and HVAC systems and the building exterior shall be deemed structural for purposes of the foregoing.

B. Removal by Lessee. All Alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. Lessee shall also perform snow removal and maintain the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating,

ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"). Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system, Lessor shall be responsible for all maintenance and repairs to the HVAC system (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system shall become Lessee's obligation.

13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or

environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to

terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

Upon the nonpayment of the whole or any portion of rent at the time same becomes due and payable, Lessor may either distrain for rent due or declare this lease at an end and recover possession of the premises as if the same were held by forcible detainer, and Lessee does hereby waive notice of such election, or of any demand for the possession of the premises.

20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this lease. Lessee may add additional or different signs with Lessor approval.

21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all

other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by

facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attn: Supervisor

With a copy to:

Frank J. Mancuso, Jr., Esq.
Mancuso & Cameron, P.C.
317 W. Main Street
Brighton, MI 48116

Lessee:

Brighton Area Fire Authority
615 West Grand River
Brighton, MI 48114
Attn: Chief

With a copy to:

Neal Nielson, Esq.
Neal Nielson & Associates
2000 Grand River Annex
Suite 200
Brighton, MI 48114-3800

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Genoa Charter Township

LESSEE: Brighton Area Fire Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Legal Description

Section 14 T2N R5E beginning SW corner, then North 02 degrees West 1,327.31 feet then North 87 degrees East 50 feet then North 02 degrees West 400 feet then North 87 degrees East 15 feet then North 02 degrees West 315.66 feet then SE'LY along the South row I-96 to the West 1/8th line then South 02 degrees East 1,031 feet then South 87 degrees West 582.39 feet then North 02 degrees West 208.71 feet then South 87 degrees West 208.71 feet then South 02 degrees East 208.71 feet then South 87 degrees West 538.28 feet to point of beginning. Cont. 45.73 AC M/L split 5/94 from 006 & 010.

Tax ID #4711-14-300-022

Commonly known as 2755 Dorr Road, Brighton, MI 48116

LEASE OF 1315 CHILSON ROAD

1. PARTIES

This lease, dated this ____ day of September, 2010, is made by and between GENOA CHARTER TOWNSHIP, a municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, with the address 1315 Chilson Road, Howell, MI known as Station 35 more particularly described on Exhibit A, to be used as a fire station and related uses. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

3. TERM

A. The term of this lease shall be for five (5) years, commencing on October 1, 2010 ("commencement date"), and ending on September 30, 2015, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee shall have the option to extend the term hereof for an additional period of five (5) years (the "Renewal Term"). Such option shall be exercised, if at all, by written notice to Lessor at least one hundred eighty (180) days prior to the expiration of the initial term. All terms and conditions contained in this Lease shall apply during such option period. In the event Lessee does not exercise the foregoing option to renew this Lease within the required time period, then such option shall, upon expiration of the applicable period, become null and void and be of no further force or effect. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term if and when Lessee exercises its option to renew.

4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste.

5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 3 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and shall pay the maintenance expenses as they become due as provided herein.

6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, without interference or hindrance from Lessor or persons claiming by or through Lessor.

7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the premises at reasonable times during normal business hours and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

8. COMPLIANCE WITH LAWS

During the terms of this lease, Lessor shall, at Lessor's sole cost and expense, promptly comply with any and all present and future applicable laws, ordinances, rules, regulations, orders, and covenants, whether promulgated by state, federal, municipal or any other agency or body having jurisdiction over the premises. Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, and safety laws.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and then charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction. Lessee shall be responsible for obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility. Notwithstanding the foregoing, Lessee may, without Lessor's consent, make interior non-structural Alterations in and to the Leased Premises which are consistent in quality, color and decor to any plans and specifications previously approved by Lessor; provided that (a) the cost thereof does not exceed Five Thousand Dollars (\$5,000) during any lease year, and (b) electrical, plumbing and HVAC systems and the building exterior shall be deemed structural for purposes of the foregoing.

B. Removal by Lessee. All Alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. Lessee shall also perform snow removal and maintain the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating,

ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"). Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system, Lessor shall be responsible for all maintenance and repairs to the HVAC system (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system shall become Lessee's obligation.

13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or

environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to

terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

Upon the nonpayment of the whole or any portion of rent at the time same becomes due and payable, Lessor may either distraint for rent due or declare this lease at an end and recover possession of the premises as if the same were held by forcible detainer, and Lessee does hereby waive notice of such election, or of any demand for the possession of the premises.

20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this lease. Lessee may add additional or different signs with Lessor approval.

21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all

other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

25. HEADINGS

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This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

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facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attn: Supervisor

With a copy to:

Frank J. Mancuso, Jr., Esq.
Mancuso & Cameron, P.C.
317 W. Main Street
Brighton, MI 48116

Lessee:

Brighton Area Fire Authority
615 West Grand River
Brighton, MI 48114
Attn: Chief

With a copy to:

Neal Nielson, Esq.
Neal Nielson & Associates
2000 Grand River Annex
Suite 200
Brighton, MI 48114-3800

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Genoa Charter Township

LESSEE: Brighton Area Fire Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Legal Description

Section 7 T2N R5E beginning South 88 degrees 52 minutes 52 seconds West 547.82 feet from East ¼ corner then North 18 degrees, 05 minutes 18 seconds West 809.84 feet to point of beginning then North 18 degrees 05 minutes 18 seconds West 114.45 feet then North 71 degrees 54 minutes 42 seconds East 70 feet then North 18 degrees 05 minutes 18 seconds West 366.96 feet then North 63 degrees 43 minutes 08 seconds East 45 feet then South 60 degrees 17 minutes 34 seconds East 334.83 feet then South 29 degrees 42 minutes 26 seconds West 200 feet then South 60 degrees 17 minutes 34 seconds East 142.34 feet then South 71 degrees 54 minutes 42 seconds West 286.94 feet to point of beginning cont. 2.09 AC split on 08/15/2007 from 4711-07-200-043.

Tax ID #4711-07-200-046

Commonly known as 1315 Chilson Road, Howell, MI 48843

Polly

From: bob murray <terrificbob@comcast.net>
Sent: Thursday, September 16, 2010 11:34 AM
To: Polly
Subject: cemetery

Hi Polly,

I just visited Pat and saw the nice landscaping by the entrance.

Please pass along my thanks to those responsible.

Bob