

GENOA CHARTER TOWNSHIP ELECTION COMMISSION

Regular Meeting

January 18th, 2011 (Tuesday)

6:25 p.m.

AGENDA

Call to Order

Approval of Agenda

1. Discussion of an addendum to the initial report allowing the Clerk to execute an agreement with Hartland Consolidated School District, Brighton Area Schools, Howell Public Schools, Pinckney Community Schools and Livingston Educational Service Agency that would allow Skolarus to conduct elections for the individual school districts for the years 2011 and 2012.

A. Recommendation to the Township Board.

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
PUBLIC HEARING and REGULAR MEETING
JANUARY 18th, 2011
(Tuesday)
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: 1-3-11

3. Request for approval to enter into an agreement with Hartland Consolidated Schools, Brighton Area Schools, Howell Public Schools, Pinckney Community Schools and Livingston Educational Service Agency to allow the Clerk to conduct elections for the individual school districts for the years 2011 and 2012.

4. Request for approval of Michigan Township Associations Annual Conference budget as submitted by the Township Supervisor.

5. Request for approval of an extension to the agreement with the LSL Planning, Inc. for professional services.

Approval of Regular Agenda:

6. Request for approval of an ordinance to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code Request for approval of Building Ordinance.

- A. Call to the Public
- B. Request for approval.

7. Resolution approving the fiscal year 2011-2012 Building Department Fee Schedule.

8. Request to set the number of Construction Board of Appeals at 3 per the Stille-DeRossett-Hale Singe State Construction Code Act, 1972 P.S. 230, M.C.L. 125.1514 et seq.

9. Request for approval to consider an Industrial Facilities Exemption request from CRW Plastics for property located at 5775 Brighton Pines Court.

- A. Call to the Public
- B. Request for approval

10. Discussion regarding weed control special assessment district for East and West Crooked Lakes.

11. Request for approval to expand the Township Utility Department to include the addition of sewer and water operational staff with a start date of April 10, 2011.

12. Consider first reading of an ordinance to create the Genoa Charter Township Planning Commission for compliance with P.A. 33 of 2008, as amended being the Michigan Planning Enabling Act, M.C.L. 125.3801.

Correspondence
Member Discussion
Adjournment

Sue Sitner

From: Joan Runyan <JRunyan@co.livingston.mi.us>
Sent: Tuesday, December 28, 2010 11:44 AM
To: Sue Sitner
Subject: RE: Election Coordinator Committee Meeting

Hi Sue:

Welcome back to Michigan!! Hope you had a nice Christmas.

In regard to the School Elections, Polly needs to go to her Board and ask them to allow her to "opt in" to conduct the elections for Brighton, Hartland, Howell, and Pinckney Schools. I believe you should find past resolutions in your files (2005, 2007, 2009) which the Township Board have adopted. If resolutions have not been adopted, go to the minutes of those meetings (probably December or January) and refer to the motions that were made. She needs to receive approval from her Board before the January 20th Election Coordinating Committee Meeting that we have scheduled for these School Districts. It is okay if you or Polly cannot attend the January 20th Meeting if nothing has changed with Genoa's opting in. I just need to know the outcome of the meeting with Polly's Board prior to the January 20th Meeting.

Hope this "unconfuses" things at your end. If not, please let me know. I'm here today but will be off the rest of the week. So glad that you're back safe and sound.

Joan

**OUT-COUNTY SCHOOL DISTRICTS AND COMMUNITY COLLEGES
REGULAR ELECTIONS
2011**

Genesee Fenton: Annual May 4-Year Terms	Ingham Stockbridge: Annual May 4-Year Terms	Oakland South Lyon: Even-Year November 6-Year Terms	Shiawassee Byron: Annual May 4-Year Terms	Washtenaw Dexter: Annual May 4-Year Terms
Linden: Annual May 4-Year Terms	Webberville: Odd & Even- Year November 4-Year Terms		Morrice: Odd-Year November 4-Year Terms	Whitmore Lake: Even-Year November 4-Year Terms
MCC: Odd-Year May 6-Year Terms	LCC: Even-Year November 6-Year Terms	OCC: Even-Year November 6-Year Terms		

**LIVINGSTON COUNTY SCHOOL DISTRICTS AND DISTRICT LIBRARIES
REGULAR ELECTIONS
2011**

Brighton Odd & Even- Year November 4-Year Terms	Fowlerville Annual May 4-Year Terms	Hartland Annual May 4-Year Terms	Howell Even-Year November 4-Year Terms	Pinckney Odd & Even- Year November 4-Year Terms
	Fowlerville District Library: Even-Year May 4-Year Terms	Cromaine District Library: Even-Year May 4-Year Terms		

Livingston Educational Service Agency (LESA)
ISD Election
2011

Odd-Year June Meeting

Draft Copy

**HARTLAND CONSOLIDATED SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING REPORT
THURSDAY, JANUARY 20, 2011, 10:30 A.M.
CONFERENCE ROOM 1
LIVINGSTON COUNTY ADMINISTRATION BUILDING**

CALL TO ORDER

Election Coordinator for the Hartland Consolidated School District:

Livingston County Clerk Margaret M. Dunleavy

**ROLL CALL – INTRODUCTIONS
POSTING OF MEETING IN COMPLIANCE WITH OPEN MEETINGS ACT**

**List of jurisdictions that wholly or partially fall within
Hartland Consolidated School District:**

**Brighton Charter Township
Deerfield Township
Genoa Charter Township
Hartland Township
Oceola Township
Tyrone Township
Cromaine District Library**

PURPOSE OF MEETING

Statutory requirement to conduct January meeting:

- a. **Election Coordinating Committee must meet no later than January 31, 2011, to review the amended Report the Committee filed with the Secretary of State on February 5, 2009.**
- b. **Within 14 days after the meeting is convened, the Committee must: 1) notify the Secretary of State in writing that the Committee's previous Report is not being altered or 2) file with the Secretary of State a revised Report which reflects the Committee's desired alterations.**

GENERAL INFORMATION

Handouts:

- a. Review resolution adopted by School Board October 25, 2004, selecting regular election date. The School Board has established 4-year terms for their 7 elected Board positions.
- b. Review School District map.
- c. Review voter registration count per municipal precinct.

ORGANIZATION OF SCHOOL DISTRICT ELECTION RELATED DUTIES

Duties a city or township clerk has a right to assume at local clerk's option:

- a. The law provides that the clerk of any city or township that falls in the school district can opt to conduct the school district's elections in his or her city or township.
- b. A clerk making this choice must perform all of the duties associated with the conduct of the school district's elections in his or her city or township.
- c. Before exercising this option, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.

Duties the county clerk can direct city and township clerks to perform at county clerk's discretion:

- a. Distribute, receive and process absent voter ballot applications for the school district's elections; provide voting equipment for the conduct of the school district's elections; provide the list of election inspectors for that city or township; and notify the school district's electors of precinct and polling place location changes.

LIST OF ELECTION RELATED DUTIES AND RESPONSIBILITIES CURRENTLY BEING PERFORMED TO ADMINISTER THE SCHOOL DISTRICT'S ELECTIONS

The following are the election related duties and responsibilities currently being performed at the county level:

- a. **Serve as school district's filing official and accept candidate filings; check petitions for sufficiency; accept candidate withdrawals; and certify candidates.**
- b. **Receive special election resolutions and ballot proposal language adopted by the school district's board.**
- c. **Create regular or special election on QVF.**
- d. **Provide list of candidate filings to school district representatives and to township/city clerks.**
- e. **Arrange for programming/coding of optical scan and ballot marking device equipment.**
- f. **Assist city/township clerks in determining ballot quantities; proof ballots with assistance of township/city clerk; and order printing of ballots.**
- g. **Order precinct supply kits.**
- h. **Publish notice for close of registration and notice of election.**
- i. **Conduct precinct inspector trainings upon request of township/city clerks.**
- j. **File and preserve Canvassers' certification of election.**
- k. **Execute and deliver to individuals declared elected a Certificate of Election.**
- l. **Schedule any special election called.**
- m. **Prepare reimbursement request to school district.**

The following are the election related duties and responsibilities currently being performed at the local level:

- a. **Conduct school district's regular and special elections using municipal precincts.**
- b. **Provide voting equipment for school district's elections.**

- c. **Arrange for public accuracy testing of optical scan and preliminary accuracy testing of ballot marking device equipment. Publish notice for optical scan public accuracy testing.**
- d. **Order election supplies (AV outgoing and incoming envelopes and marking devices, etc.)**
- e. **Handle distribution, receipt and processing of AV ballot applications based upon past practice.**
- f. **Handle issuance of AV ballots and return of AV ballots.**
- g. **Appoint precinct inspectors through local election commission.**
- h. **Consolidate municipal precincts whenever possible through the adoption of a resolution by the local election commission based upon polling place location, size of the combined precincts (cannot exceed 5,000 voters), complexity of the ballot, and anticipated turnout for the election.**
- i. **Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots.**
- j. **Conduct precinct inspector training for that city/township if that city/township's population is at least 10,000 residents.**
- k. **Print QVF precinct poll lists or utilize Electronic Poll Book.**
- l. **Handle setup of polling places on Election Day.**
- m. **Handle Election Day issues and "troubleshooting" for that city/township.**
- n. **Do any and all such things in the conduct of the school election as required by law.**
- o. **Deliver unofficial election results to County Clerk's Office for Canvassers' certification of election.**
- p. **Store voted ballots after election.**
- q. **Update voter history on QVF.**

- r. Prepare reimbursement request to school district.

**DECISIONS WHICH MUST BE REVIEWED AT JANUARY SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING**

**Is there any city or township clerk who wishes to "opt in"
and conduct the school district's elections in his or her city or township?**

- a. In an instance where a local school district falls in more than a single city or township, the clerk of any city or township that falls in the district can opt to conduct the school district's elections in his or her city or township. Before entering into such an agreement, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.

**Who will handle the election duties for those portions of the school district
in which a city or township clerk does not choose to "opt in" to conduct
the school district's elections?**

The following duties will be conducted by the Livingston County Clerk on behalf of those city or township clerks who do not choose to "opt in" to conduct the school district's elections (unless delegated to a city or township clerk under an agreement reached with that city or township clerk):

- a. Conduct township or city's regular and special elections.
- b. Arrange for public accuracy testing of optical scan equipment and preliminary accuracy testing of ballot marking device equipment, and publish notice for optical scan public accuracy testing.
- c. Print QVF precinct poll lists.
- d. Handle setup of polling places on Election Day.
- e. Deliver election results to County Clerk's Office for Canvassers' certification of election.
- f. Store voted ballots after election.
- g. Update voter history on QVF.
- h. Prepare reimbursement request to school district.

SPECIAL STAND-ALONE ELECTIONS

**What if a special stand-alone election is held for the
Hartland School District?**

The school district will make every reasonable effort to notify the Livingston County Clerk's Office at least 90 days prior to the special stand-alone election.

ALTERATIONS MADE IN PREVIOUS REPORT: DETAIL REQUIRED

Page 3, f: Clarification: Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots."

Page 4, d: Deletion: "optical scan pencils"

Page 4, i: Clarification: "Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots."

Page 4, k: Addition: "or utilize Electronic Poll Book."

**HARTLAND CONSOLIDATED SCHOOLS
ELECTION COORDINATING COMMITTEE
Member Roster**

Election Coordinator: Livingston County Clerk Margaret M. Dunleavy

Member Municipalities:

Jurisdiction	Contact Person
Hartland Consolidated Schools	Assistant Superintendent R. Scott Bacon
Brighton Charter Township	Clerk Ann M. Bollin
Deerfield Township	Deputy Clerk Cecelia Schmitt
Genoa Charter Township	Clerk Paulette A. Skolarus
Hartland Township	Clerk Larry J. Hopkins
Oceola Township	Clerk Kathleen E. McLean
Tyrone Township	Clerk Keith L. Kremer
Cromaine District Library	Director Cecilia Ann Marlow

This Report is binding on the undersigned municipalities until January 31, 2013, or until such time as an amended Report is filed with the State of Michigan, Department of State, Bureau of Elections. The undersigned municipalities listed on Pages 6 and 7 have executed this Report by and through their respective duly authorized representatives as indicated:

Margaret M. Dunleavy
Livingston County Clerk
Election Coordinator

R. Scott Bacon
Assistant Superintendent
Hartland Consolidated Schools

Ann M. Bollin
Brighton Charter Township Clerk

Cecelia Schmitt
Deerfield Township Deputy Clerk

Paulette A. Skolarus
Genoa Charter Township Clerk

Larry J. Hopkins
Hartland Township Clerk

Kathleen E. McLean
Oceola Township Clerk

Keith L. Kremer
Tyrone Township Clerk

Cecilia Ann Marlow, Director
Cromaine District Library

**LIVINGSTON COUNTY
ELECTION COORDINATING COMMITTEE MEETING
THURSDAY, JANUARY 20, 2011
CONFERENCE ROOM 1, FIRST FLOOR
LIVINGSTON COUNTY ADMINISTRATION BUILDING
304 EAST GRAND RIVER AVENUE
HOWELL, MICHIGAN**

CALL TO ORDER – 10:30 A.M.

ROLL CALL – INTRODUCTIONS

POSTING OF MEETING

In Compliance with the Open Meetings Act

PURPOSE OF MEETING

To Review and, if Necessary, to Alter the Election Arrangements Set Forth in the Committee's Previous Reports Filed with the Michigan Secretary of State

IN-COUNTY SCHOOL DISTRICTS

Livingston Educational Service Agency (LESA)
Brighton Area Schools
Fowlerville Community Schools
Hartland Consolidated Schools
Howell Public Schools
Pinckney Community Schools

OPT-IN CLERKS

OPT-OUT CLERKS

ALTERATIONS FROM PREVIOUSLY FILED REPORTS

ARRANGEMENTS TO SIGN OPT-IN PAPERWORK

ADJOURNMENT

NUMBER OF REGISTERED VOTERS
HARTLAND CONSOLIDATED SCHOOLS

Ward/Precinct	Count
SCHOOL DISTRICT:	HARTLAND CONSOLIDATED SCHOOLS
JURISDICTION:	BRIGHTON CHARTER TOWNSHIP
00006	1,809
00007	1,583
TOTAL - BRIGHTON CHARTER TOWNSH	3,392
JURISDICTION:	DEERFIELD TOWNSHIP
00001	753
00002	698
TOTAL - DEERFIELD TOWNSHIP	1,451
JURISDICTION:	GENOA TOWNSHIP
00011	660
TOTAL - GENOA TOWNSHIP	660
JURISDICTION:	HARTLAND TOWNSHIP
00001	2,113
00002	2,302
00003	2,410
00004	1,857
00005	1,562
TOTAL - HARTLAND TOWNSHIP	10,244
JURISDICTION:	OCEOLA TOWNSHIP
00004	1,590
TOTAL - OCEOLA TOWNSHIP	1,590
JURISDICTION:	TYRONE TOWNSHIP
00004	1,347
TOTAL - TYRONE TOWNSHIP	1,347
TOTAL - HARTLAND CONSOLIDATED SCH	18,684
GRAND TOTAL	18,684

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**BRIGHTON AREA SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING REPORT
THURSDAY, JANUARY 20, 2011, 10:30 A.M.
CONFERENCE ROOM 1
LIVINGSTON COUNTY ADMINISTRATION BUILDING**

CALL TO ORDER

Election Coordinator for the Brighton Area School District:

Livingston County Clerk Margaret M. Dunleavy

**ROLL CALL – INTRODUCTIONS
POSTING OF MEETING IN COMPLIANCE WITH OPEN MEETINGS ACT**

**List of jurisdictions that wholly or partially fall within
Brighton Area School District:**

**Brighton Charter Township
Genoa Charter Township
Green Oak Charter Township
Hamburg Township
Brighton City**

PURPOSE OF MEETING

Statutory requirement to conduct January meeting:

- a. **Election Coordinating Committee must meet no later than January 31, 2011, to review the amended Report the Committee filed with the Secretary of State on February 5, 2009.**
- b. **Within 14 days after the meeting is convened, the Committee must: 1) notify the Secretary of State in writing that the Committee's previous Report is not being altered or 2) file with the Secretary of State a revised Report which reflects the Committee's desired alterations.**

GENERAL INFORMATION

Handouts:

- a. Review resolution adopted by School Board, dated November 10, 2008, at which time the date of their regular school elections was changed from an annual May to an odd/even-year November, beginning in 2009. The School Board has established 4-year terms for their 7 elected Board positions.
- b. Review School District map.
- c. Review voter registration count per municipal precinct.

ORGANIZATION OF SCHOOL DISTRICT ELECTION RELATED DUTIES

Duties a city or township clerk has a right to assume at local clerk's option:

- a. The law provides that the clerk of any city or township that falls in the school district can opt to conduct the school district's elections in his or her city or township.
- b. A clerk making this choice must perform all of the duties associated with the conduct of the school district's elections in his or her city or township.
- c. Before exercising this option, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.

Duties the county clerk can direct city and township clerks to perform at county clerk's discretion:

- a. Distribute, receive and process absent voter ballot applications for the school district's elections; provide voting equipment for the conduct of the school district's elections; provide the list of election inspectors for that city or township; and notify the school district's electors of precinct and polling place location changes.

LIST OF ELECTION RELATED DUTIES AND RESPONSIBILITIES CURRENTLY BEING PERFORMED TO ADMINISTER THE SCHOOL DISTRICT'S ELECTIONS

The following are the election related duties and responsibilities currently being performed at the county level:

- a. **Serve as school district's filing official and accept candidate filings; check petitions for sufficiency; accept candidate withdrawals; and certify candidates.**
- b. **Receive special election resolutions and ballot proposal language adopted by the school district's board.**
- c. **Create regular or special election on QVF.**
- d. **Provide list of candidate filings to school district representatives and to township/city clerks.**
- e. **Arrange for programming/coding of optical scan and ballot marking device equipment.**
- f. **Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots.**
- g. **Order precinct supply kits.**
- h. **Publish notice for close of registration and notice of election.**
- i. **Conduct precinct inspector trainings upon request of township/city clerks.**
- j. **File and preserve Canvassers' certification of election.**
- k. **Execute and deliver to individuals declared elected a Certificate of Election.**
- l. **Schedule any special election called.**
- m. **Prepare reimbursement request to school district.**

The following are the election related duties and responsibilities currently being performed at the local level:

- a. **Conduct school district's regular and special elections using municipal precincts.**
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- e. **Handle distribution, receipt and processing of AV ballot applications based upon past practice.**
- f. **Handle issuance of AV ballots and return of AV ballots.**
- g. **Appoint precinct inspectors through local election commission.**
- h. **Consolidate municipal precincts whenever possible through the adoption of a resolution by the local election commission based upon polling place location, size of the combined precincts (cannot exceed 5,000 voters), complexity of the ballot, and anticipated turnout for the election.**
- i. **Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots.**
- j. **Conduct precinct inspector training for that city/township if that city/township's population is at least 10,000 residents.**
- k. **Print QVF precinct poll lists or utilize Electronic Poll Book.**
- l. **Handle setup of polling places on Election Day.**
- m. **Handle Election Day issues and "troubleshooting" for that city/township.**
- n. **Do any and all such things in the conduct of the school election as required by law.**
- o. **Deliver unofficial election results to County Clerk's Office for Canvassers' certification of election.**
- p. **Store voted ballots after election.**
- q. **Update voter history on QVF.**

- r. Prepare reimbursement request to school district.

**DECISIONS WHICH MUST BE REVIEWED AT JANUARY SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING**

**Is there any city or township clerk who wishes to “opt in”
and conduct the school district’s elections in his or her city or township?**

- a. In an instance where a local school district falls in more than a single city or township, the clerk of any city or township that falls in the district can opt to conduct the school district’s elections in his or her city or township. Before entering into such an agreement, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.

**Who will handle the election duties for those portions of the school district
in which a city or township clerk does not choose to “opt in” to conduct
the school district’s elections?**

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- b. Arrange for public accuracy testing of optical scan equipment and preliminary accuracy testing of ballot marking device equipment, and publish notice for optical scan public accuracy testing.
- c. Print QVF precinct poll lists.
- d. Handle setup of polling places on Election Day.
- e. Deliver election results to County Clerk’s Office for Canvassers’ certification of election.
- f. Store voted ballots after election.
- g. Update voter history on QVF.
- h. Prepare reimbursement request to school district.

SPECIAL STAND-ALONE ELECTIONS

**What if a special stand-alone election is held for the
Brighton Area School District**

The school district will notify the Livingston County Clerk's Office at least 90 days prior to the special stand-alone election.

ALTERATIONS MADE IN PREVIOUS REPORT: DETAIL REQUIRED

Page 3, f.: Clarification: "Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots."

Page 4, d.: Deletion: "optical scan pencils"

Page 4, i.: Clarification: "Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots."

Page 4, k.: Addition: "or utilize Electronic Poll Book."

**BRIGHTON AREA SCHOOLS
ELECTION COORDINATING COMMITTEE
Member Roster**

Election Coordinator: Livingston County Clerk Margaret M. Dunleavy

Member Municipalities:

Jurisdiction	Contact Person
Brighton Area Schools	Board of Education Secretary Elizabeth Minert
Brighton Charter Township	Clerk Ann M. Bollin
Genoa Charter Township	Clerk Paulette A. Skolarus
Green Oak Charter Township	Clerk Michael H. Sedlak
Hamburg Township	Clerk James A. Neilson
Brighton City	Clerk Diana Lowe

This Report is binding on the undersigned municipalities until January 31, 2013, or until such time as an amended Report is filed with the State of Michigan, Department of State, Bureau of Elections. The undersigned municipalities listed on Pages 6 and 7 have executed this Report by and through their respective duly authorized representatives as indicated:

Margaret M. Dunleavy
Livingston County Clerk
Election Coordinator

Elizabeth Minert
Secretary, Board of Education
Brighton Area Schools

Ann M. Bollin
Brighton Charter Township Clerk

Paulette A. Skolarus
Genoa Charter Township Clerk

Michael H. Sedlak
Green Oak Charter Township Clerk

James A. Neilson
Hamburg Township Clerk

Diana Lowe
Brighton City Clerk

**NUMBER OF REGISTERED VOTERS
BRIGHTON AREA SCHOOLS**

Ward/Precinct	Count
SCHOOL DISTRICT:	BRIGHTON AREA SCHOOLS
JURISDICTION:	BRIGHTON CHARTER TOWNSHIP
00001	1,687
00003	1,616
00004	1,366
00005	1,015
00008	1,181
00009	2,272
TOTAL - BRIGHTON CHARTER TOWNSHIP	9,137
JURISDICTION:	BRIGHTON CITY
00001	1,641
00002	1,395
00003	1,572
00004	979
TOTAL - BRIGHTON CITY	5,587
JURISDICTION:	GENOA TOWNSHIP
00004	1,331
00006	2,077
00007	858
00008	1,249
TOTAL - GENOA TOWNSHIP	5,515
JURISDICTION:	GREEN OAK TOWNSHIP
00002	1,599
00003	351
00004	271
00005	1,365
00007	1,033
00008	1,235
00009	451
TOTAL - GREEN OAK TOWNSHIP	6,305
JURISDICTION:	HAMBURG TOWNSHIP
00001	2,512
TOTAL - HAMBURG TOWNSHIP	2,512
TOTAL - BRIGHTON AREA SCHOOLS	29,056
GRAND TOTAL	29,056

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**HOWELL PUBLIC SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING REPORT
THURSDAY, JANUARY 20, 2011, 10:30 A.M.
CONFERENCE ROOM 1
LIVINGSTON COUNTY ADMINISTRATION BUILDING**

**CALL TO ORDER – INTRODUCTIONS
POSTING OF MEETING IN COMPLIANCE WITH OPEN MEETINGS ACT**

Election Coordinator for the Howell Public School District:

Livingston County Clerk Margaret M. Dunleavy

ROLL CALL

**List of jurisdictions that wholly or partially fall within
Howell Public School District:**

**Brighton Charter Township
Cohoctah Township
Deerfield Township
Genoa Charter Township
Handy Township
Howell Township
Iosco Township
Marion Township
Oceola Township
Putnam Township
Howell City**

PURPOSE OF MEETING

Statutory requirement to conduct January meeting:

- a. **Election Coordinating Committee must meet no later than January 31, 2011, to review the Report the Committee filed with the Secretary of State on February 5, 2009.**

- b. **Within 14 days after the meeting is convened, the Committee must: 1) notify the Secretary of State in writing that the Committee's previous Report is not being altered or 2) file with the Secretary of State a revised Report which reflects the Committee's desired alterations.**

GENERAL INFORMATION

Handouts:

- a. **Review resolution adopted by School Board, dated December 10, 2007, at which time the date of their regular school elections was changed from an annual May to an even-year November, beginning in 2008. The School Board has established 4-year terms for their 7 elected Board positions.**
- b. **Review School District map.**
- c. **Review voter registration count per municipal precinct.**

ORGANIZATION OF SCHOOL DISTRICT ELECTION RELATED DUTIES

**Duties a city or township clerk has a right to assume
at local clerk's option:**

- a. **The law provides that the clerk of any city or township that falls in the school district can opt to conduct the school district's elections in his or her city or township.**
- b. **A clerk making this choice must perform all of the duties associated with the conduct of the school district's elections in his or her city or township.**
- c. **Before exercising this option, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.**

**Duties the county clerk can direct city and township clerks to perform
at county clerk's discretion:**

- a. **Distribute, receive and process absent voter ballot applications for the school district's elections; provide voting equipment for the conduct of the school district's elections; provide the list of election inspectors for that city or township; and notify the school district's electors of precinct and polling place location changes.**

**LIST OF ELECTION RELATED DUTIES AND RESPONSIBILITIES
CURRENTLY BEING PERFORMED TO ADMINISTER THE SCHOOL
DISTRICT'S ELECTIONS**

The following are the election related duties and responsibilities currently being performed at the county level:

- a. **Serve as school district's filing official and accept candidate filings; check petitions for sufficiency; accept candidate withdrawals; and certify candidates.**
- b. **Receive special election resolutions and ballot proposal language adopted by the school district's board.**
- c. **Create regular or special election on QVF.**
- d. **Provide list of candidate filings to school district representatives and to township/city clerks.**
- e. **Arrange for programming/coding of optical scan and ballot marking device equipment.**
- f. **Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots.**
- g. **Order precinct supply kits.**
- h. **Publish notice for close of registration and notice of election.**
- i. **Conduct precinct inspector trainings upon request of township/city clerks.**
- j. **File and preserve Canvassers' certification of election.**
- k. **Execute and deliver to individuals declared elected a Certificate of Election.**
- l. **Schedule any special election called.**
- m. **Prepare reimbursement request to school district.**

The following are the election related duties and responsibilities currently being performed at the local level:

- a. **Conduct school district's regular and special elections using municipal precincts.**
- b. **Provide voting equipment for school district's elections.**
- c. **Arrange for public accuracy testing of optical scan and preliminary accuracy testing of ballot marking device equipment. Publish notice for optical scan public accuracy testing.**
- d. **Order election supplies (AV outgoing and incoming envelopes and marking devices, etc.)**
- e. **Handle distribution, receipt and processing of AV ballot applications based upon past practice.**
- f. **Handle issuance of AV ballots and return of AV ballots.**
- g. **Appoint precinct inspectors through local election commission.**
- h. **Consolidate municipal precincts whenever possible through the adoption of a resolution by the local election commission based upon polling place location, size of the combined precincts (cannot exceed 5,000 voters), complexity of the ballot, and anticipated turnout for the election.**
- i. **Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots.**
- j. **Conduct precinct inspector training for that city/township if that city/township's population is at least 10,000 residents.**
- k. **Print QVF precinct poll lists or utilize Electronic Poll Book.**
- l. **Handle setup of polling places on Election Day.**
- m. **Handle Election Day issues and "troubleshooting" for that city/township.**
- n. **Do any and all such things in the conduct of the school election as required by law.**

- o. Deliver unofficial election results to County Clerk's Office for Canvassers' certification of election.**
- p. Store voted ballots after election.**
- q. Update voter history on QVF.**
- r. Prepare reimbursement request to school district.**

**DECISIONS WHICH MUST BE REVIEWED AT JANUARY SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING**

**Is there any city or township clerk who wishes to "opt in"
and conduct the school district's elections in his or her city or township?**

- a. In an instance where a local school district falls in more than a single city or township, the clerk of any city or township that falls in the district can opt to conduct the school district's elections in his or her city or township. Before entering into such an agreement, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.**

**Who will handle the election duties for those portions of the school district
in which a city or township clerk does not choose to "opt in" to conduct
the school district's elections?**

The following duties will be conducted by the Livingston County Clerk on behalf of those city or township clerks who do not choose to "opt in" to conduct the school district's elections (unless delegated to a city or township clerk under an agreement reached with that city or township clerk):

- a. Conduct township or city's regular and special elections.**
- b. Arrange for public accuracy testing of optical scan equipment and preliminary accuracy testing of ballot marking device equipment, and publish notice for optical scan public accuracy testing.**
- c. Print QVF precinct poll lists.**
- d. Handle setup of polling places on Election Day.**
- e. Deliver election results to County Clerk's Office for Canvassers' certification of election.**

- f. Store voted ballots after election.
- g. Update voter history on QVF.
- h. Prepare reimbursement request to school district.

Who will handle the election duties for those portions of the Howell Public School District in which a special stand-alone election is held for the Howell School District?

- a. Provided the school district notifies the Livingston County Clerk's Office at least 90 days prior to the special stand-alone election, the Howell School District electors within Handy Township will vote at the Howell Township Hall, Precinct #2 polling place location, and the Howell School District electors within Putnam Township will vote at the Marion Township Hall, Precinct #3 polling place location.
- b. Provided the school district notifies the Livingston County Clerk's Office at least 90 days prior to the special stand-alone election, the Handy and Putnam Township Clerks will do the following:
 - 1) send notices to those registered voters affected by the polling place location changes within 60 days prior to the special stand-alone election; 2) distribute absent voter ballot applications based upon past practice; 3) forward all completed, returned absent voter ballot applications to the respective Township Clerks (Howell and Marion) upon verification of voters' signatures with master cards; 4) forward QVF precinct poll lists to the respective Township Clerks (Howell and Marion) prior to the school district's special stand-alone election; 5) copy master cards, or provide personnel to verify master card information on Election Day while the polls are open, or provide some other acceptable (cost-effective) means to verify the voters' signatures and eligibility—the method used to be determined by the local clerk of record and the other local clerk conducting the election; 6) update their voter history on the QVF following the school district's special stand-alone election; and 7) prepare their reimbursement requests to the school district.

ALTERATIONS MADE IN PREVIOUS REPORT: DETAIL REQUIRED

Page 3, f: Clarification: "Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots."

Page 4, d: Deletion of "optical scan pencils"

Page 4, i: Clarification: "Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots."

Page 4, k: Addition: "or utilize Electronic Poll Book."

**HOWELL PUBLIC SCHOOLS
ELECTION COORDINATING COMMITTEE**

Member Roster

Election Coordinator: Livingston County Clerk Margaret M. Dunleavy

Member Municipalities:

Jurisdiction	Contact Person
Howell Public Schools	Associate Superintendent Richard P. Terres
Brighton Charter Township	Clerk Ann M. Bollin
Cohoctah Township	Clerk Brenda L. Meek
Deerfield Township	Deputy Clerk Cecelia Schmitt
Genoa Charter Township	Clerk Paulette A. Skolarus
Handy Township	Clerk Laura A. Eisele
Howell Township	Deputy Clerk Debra J. Johnson
Iosco Township	Clerk Daniel A. Delmerico
Marion Township	Clerk Tammy L. Beal
Oceola Township	Clerk Kathleen E. McLean
Putnam Township	Clerk Sally D. Guyon
Howell City	Clerk Jane L. Cartwright

This Report is binding on the undersigned municipalities until January 31, 2013, or until such time as an amended Report is filed with the State of Michigan, Department of State, Bureau of Elections. The undersigned municipalities listed on Pages 7 and 8 have executed this Report by and through their respective duly authorized representatives as indicated:

Margaret M. Dunleavy
Livingston County Clerk
Election Coordinator

Richard P. Terres
Associate Superintendent
Howell Public Schools

Ann M. Bollin
Brighton Charter Township Clerk

Brenda L. Meek
Cohoctah Township Clerk

Cecelia Schmitt
Deerfield Township Deputy Clerk

Paulette A. Skolarus
Genoa Charter Township Clerk

Laura A. Eisele
Handy Township Clerk

Debra J. Johnson
Howell Township Deputy Clerk

Daniel A. Delmerico
Iosco Township Clerk

Tammy L. Beal
Marion Township Clerk

Kathleen E. McLean
Oceola Township Clerk

Sally D. Guyon
Putnam Township Clerk

Jane L. Cartwright
Howell City Clerk

Draft Copy

**LIVINGSTON EDUCATIONAL SERVICE AGENCY
INTERMEDIATE SCHOOL DISTRICT (LESA)
ELECTION COORDINATING COMMITTEE MEETING REPORT
THURSDAY, JANUARY 20, 2011, 10:30 A.M.
CONFERENCE ROOM 1
LIVINGSTON COUNTY ADMINISTRATION BUILDING**

**CALL TO ORDER – INTRODUCTIONS
POSTING OF MEETING IN COMPLIANCE WITH OPEN MEETINGS ACT**

**Election Coordinator for the Livingston Educational Service Agency (LESA)
Intermediate School District:**

Livingston County Clerk Margaret M. Dunleavy

ROLL CALL

**List of jurisdictions that wholly or partially fall within
Livingston Intermediate School District (LESA):**

**Brighton Charter Township
Cohoctah Township
Conway Township
Deerfield Township
Genoa Charter Township
Green Oak Charter Township
Hamburg Township
Handy Township
Hartland Township
Howell Township
Iosco Township
Marion Township
Oceola Township
Putnam Township
Tyrone Township
Unadilla Township
Brighton City
Howell City
Locke Township, Ingham County
White Oak Township, Ingham County
Antrim Township, Shiawassee County
Dexter Township, Washtenaw County
Webster Township, Washtenaw County**

PURPOSE OF MEETING

Statutory requirement to conduct January meeting:

- a. **Election Coordinating Committee must meet no later than January 31, 2011, to review the Report the Committee filed with the Secretary of State on February 5, 2009.**
- b. **Within 14 days after the meeting is convened, the Committee must: 1) notify the Secretary of State in writing that the Committee's previous Report is not being altered or 2) file with the Secretary of State a revised Report which reflects the Committee's desired alterations.**

GENERAL INFORMATION

Handouts:

- a. **Review School District map.**
- b. **Review voter registration count per municipal precinct.**

ORGANIZATION OF SCHOOL DISTRICT SPECIAL ELECTION RELATED DUTIES

Duties a city or township clerk has a right to assume at local clerk's option:

- a. **The law provides that the clerk of any city or township that falls within the Intermediate School District can opt to conduct the School District's special elections in his or her city or township.**
- b. **A clerk making this choice must perform all of the duties associated with the conduct of the Intermediate School District's special elections in his or her city or township.**
- c. **Before exercising this option, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.**

Duties the county clerk can direct city and township clerks to perform at county clerk's discretion:

- a. **Distribute, receive and process absent voter ballot applications for the Intermediate School District's special elections; provide voting equipment for the conduct of the School District's special elections; provide the list of election inspectors for that city or township; and notify the School District's electors of precinct and polling place location changes.**

**LIST OF ELECTION RELATED DUTIES AND RESPONSIBILITIES
COUNTY AND LOCAL CLERKS WILL PERFORM TO ADMINISTER
INTERMEDIATE SCHOOL DISTRICT'S SPECIAL ELECTIONS**

**The following are the election related duties and responsibilities
that will be performed at the county level:**

- a. **Receive special election resolutions and ballot proposal language adopted by the Intermediate School District's Board.**
- b. **Create special election on QVF.**
- c. **Arrange for programming/coding of optical scan and ballot marking device equipment.**
- d. **Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots.**
- e. **Order precinct supply kits.**
- f. **Publish notice for close of registration and notice of election.**
- g. **Conduct precinct inspector trainings upon request of township/city clerks.**
- h. **File and preserve Canvassers' certification of election.**
- i. **Schedule any special election called.**
- j. **Prepare reimbursement request to Intermediate School District.**

**The following are the election related duties and responsibilities
that will be performed at the local level:**

- a. **Conduct Intermediate School District's special elections using municipal precincts.**

- b. Provide voting equipment for School District's special elections.
- c. Arrange for public accuracy testing of optical scan and preliminary accuracy testing of ballot marking device equipment. Publish notice for optical scan public accuracy testing.
- d. Order election supplies (AV outgoing and incoming envelopes and marking devices, etc.)
- e. Handle distribution, receipt and processing of AV ballot applications based upon past practice.
- f. Handle issuance of AV ballots and return of AV ballots.
- g. Appoint precinct inspectors through local election commission.
- h. Consolidate municipal precincts whenever possible through the adoption of a resolution by the local election commission based upon polling place location, size of the combined precincts (cannot exceed 5,000 voters), complexity of the ballot, and anticipated turnout for the election.
- i. Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots.
- j. Conduct precinct inspector training for that city/township if that city/township's population is at least 10,000 residents.
- k. Print QVF precinct poll lists or utilize Electronic Poll Book.
- l. Handle setup of polling places on Election Day.
- m. Handle Election Day issues and "troubleshooting" for that city/township.
- n. Do any and all such things in the conduct of the Intermediate School District's special election as required by law.
- o. Deliver unofficial election results to County Clerk's Office for Canvassers' certification of election.
- p. Store voted ballots after election.

- q. Update voter history on QVF.
- r. Prepare reimbursement request to Intermediate School District.

**DECISIONS WHICH MUST BE REVIEWED AT JANUARY SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE MEETING**

**Is there any city or township clerk who wishes to “opt in”
and conduct the Intermediate School District’s special elections
in his or her city or township?**

- a. The clerk of any city or township that falls within the Intermediate School District can opt to conduct the School District’s special elections in his or her city or township. Before entering into such an agreement, the city or township clerk must consult with the other members of the city council or township board. Such agreements are binding for two years.

**Who will handle the election duties for those portions of the Intermediate
School District in which a city or township clerk does not choose to “opt
in” to conduct the Intermediate School District’s special elections?**

The following duties will be conducted by the Livingston County Clerk on behalf of those city or township clerks who do not choose to “opt in” to conduct the Intermediate School District’s special elections (unless delegated to a city or township clerk under an agreement reached with that city or township clerk):

- a. Conduct city or township’s special elections using municipal precincts.
- b. Arrange for public accuracy testing of optical scan equipment and preliminary accuracy testing of ballot marking device equipment, and publish notice for optical scan public accuracy testing.
- c. Print QVF precinct poll lists.
- d. Handle setup of polling places on Election Day.
- e. Deliver election results to County Clerk’s Office for Canvassers’ certification of election.
- f. Store voted ballots after election.

- g. Update voter history on QVF.
- h. Prepare reimbursement request to school district.

SPECIAL STAND-ALONE ELECTIONS

Who will handle the election duties for those portions of the Intermediate School District in which a special stand-alone election is held for the Intermediate School District?

- a. Provided the Intermediate School District notifies the Livingston County Clerk's Office at least 90 days prior to the special stand-alone election, the Intermediate School District electors within Locke Township, Ingham County, will vote at the Conway Township Hall, Precinct #1 polling place location; the Intermediate School District electors within White Oak Township, Ingham County, will vote at the Iosco Township Hall, Precinct #1 polling place location; the Intermediate School District electors within Antrim Township, Shiawassee County, will vote at the Conway Township Hall, Precinct #1 polling place location; the Intermediate School District electors within Dexter Township, Washtenaw County, will vote at the Putnam Township, Precinct #4 Pinckney Elementary School polling place location; and the Intermediate School District electors within Webster Township, Washtenaw County, will vote at the Hamburg Township Hall , Precinct #4 polling place location.
- b. Provided the Intermediate School District notifies the Livingston County Clerk's Office at least 90 days prior to the special stand-alone election, the Locke, White Oak, Antrim, Dexter, and Webster Township Clerks will do the following:
 - 1) send notices to those registered voters affected by the polling place location changes within 60 days prior to the special stand-alone election;
 - 2) distribute absent voter ballot applications based upon past practice;
 - 3) forward all completed, returned absent voter ballot applications to the respective Township Clerks (Conway, Iosco, Hamburg, and Putnam) upon verification of voters' signatures with master cards;
 - 4) forward QVF precinct poll lists to the respective Township Clerks (Conway, Iosco, Hamburg, and Putnam) prior to the Intermediate School District's special stand-alone election;
 - 5) copy master cards, or provide personnel to verify

master card information on Election Day while the polls are open, or provide some other acceptable (cost-effective) means to verify the voters' signatures and eligibility--the method used to be determined by the local clerk of record and the other local clerk conducting the election; 6) update their voter history on the QVF following the Intermediate School District's special stand-alone election; and 7) prepare their reimbursement requests to the Intermediate School District.

ALTERATIONS MADE IN PREVIOUS REPORT: DETAIL REQUIRED

Page 3, d: Clarification: "Assist township/city clerks in determining ballot quantities; proof ballots with assistance of township/city clerks; and order printing of ballots."

Page 4, d: Deletion: "optical scan pencils"

Page 4, i: Clarification: "Determine ballot quantities with assistance of School Election Coordinator and assist School Election Coordinator in proofing ballots."

Page 4, k: Addition: "or utilize Electronic Poll Book."

**LIVINGSTON EDUCATIONAL SERVICE AGENCY (LESA)
INTERMEDIATE SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE**

Member Roster

Election Coordinator: Livingston County Clerk Margaret M. Dunleavy

Member Municipalities:

Jurisdiction	Contact Person
Livingston Educational Service Agency (LESA)	Asst. Superintendent of Finance & Administrative Services R. Michael Hubert
Brighton Charter Township	Clerk Ann M. Bollin
Cohoctah Township	Clerk Brenda L. Meek
Conway Township	Clerk Cindy Dickerson
Deerfield Township	Deputy Clerk Cecelia Schmitt
Genoa Charter Township	Clerk Paulette A. Skolarus
Green Oak Charter Township	Clerk Michael H. Sedlak
Hamburg Township	Clerk James A. Neilson
Handy Township	Clerk Laura A. Eisele
Hartland Township	Clerk Larry J. Hopkins
Howell Township	Deputy Clerk Debra J. Johnson
Iosco Township	Clerk Daniel A. Delmerico
Marion Township	Clerk Tammy L. Beal
Oceola Township	Clerk Kathleen E. McLean
Putnam Township	Clerk Sally D. Guyon
Tyrone Township	Clerk Keith L. Kremer
Unadilla Township	Clerk Linda J. Topping
Brighton City	Clerk Diana Lowe
Howell City	Clerk Jane L. Cartwright
Locke Township	Clerk Dorothy G. Hart* (Opted Out)
White Oak Township	Clerk Leela A. Vernon* (Opted Out)
Antrim Township	Clerk Susan McGahey* (Opted Out)
Dexter Township	Clerk Harley Rider* (Opted Out)
Webster Township	Clerk Mary Heller* (Opted Out)

This amended Report is binding on the undersigned municipalities until January 31, 2013, or until such time as an amended Report is filed with the State of Michigan, Department of State, Bureau of Elections. The undersigned municipalities listed on Pages 9 and 10 have executed this Report by and through their respective duly authorized representatives as indicated:

Margaret M. Dunleavy
Livingston County Clerk
Election Coordinator

R. Michael Hubert, CPA
Asst. Superintendent, Finance &
Administrative Services
Livingston Educational Service
Agency (LESA)

Ann M. Bollin
Brighton Charter Township Clerk

Brenda L. Meek
Cohoctah Township Clerk

Cindy Dickerson
Conway Township Clerk

Cecelia Schmitt
Deerfield Township Deputy Clerk

Paulette A. Skolarus
Genoa Charter Township Clerk

Michael H. Sedlak
Green Oak Charter Township Clerk

James A. Neilson
Hamburg Township Clerk

Laura A. Eisele
Handy Township Clerk

Larry J. Hopkins
Hartland Township Clerk

Debra J. Johnson
Howell Township Clerk

Daniel A. Delmerico
Iosco Township Clerk

Tammy L. Beal
Marion Township Clerk

Kathleen E. McLean
Oceola Township Clerk

Sally D. Guyon
Putnam Township Clerk

Keith L. Kremer
Tyrone Township Clerk

Linda J. Topping
Unadilla Township Clerk

Diana Lowe
Brighton City Clerk

Jane L. Cartwright
Howell City Clerk

Dorothy G. Hart
Locke Township Clerk
Ingham County

Leela A. Vernon
White Oak Township Clerk
Ingham County

Susan McGahey
Antrim Township Clerk
Shiawassee County

Harley Rider
Dexter Township Clerk
Washtenaw County

(Opted Out)
Mary Heller
Webster Township Clerk
Washtenaw County

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE :January 18, 2011

TOWNSHIP GENERAL EXPENSES: Thru January 18, 2011	\$102,218.04
January 7, 2011 Bi Weekly Payroll	\$37,498.25
OPERATING EXPENSES: Thru January 18, 2011	\$26,092.36
TOTAL:	<u>\$165,808.65</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27036	Administ	Total Administrative Services	01/07/2011	869.19
27037	Equitabl	Equivest Unit Annuity Lock Box	01/07/2011	455.00
27038	SHELL	Shell	01/04/2011	838.65
27039	ACCIDENT	Accident Fund Company	01/18/2011	2,187.00
27040	AMER IMA	American Imaging, Inc.	01/18/2011	556.54
27041	Clearwat	Clearwater Systems	01/18/2011	77.40
27042	CONTINEN	Continental Linen Service	01/18/2011	76.46
27043	COOPERST	Cooper's Turf Management LLC	01/18/2011	9,040.00
27044	COXKRIS	Kristi Cox	01/18/2011	150.00
27045	EHIM	EHIM, INC	01/18/2011	7,781.30
27046	GANNETT	PRESS & ARGUS	01/18/2011	324.00
27047	GORDONFO	Gordon's Food Services	01/18/2011	142.07
27048	LivCTrea	Livingston County Treasurer	01/18/2011	583.98
27049	Mancuso	Mancuso & Cameron	01/18/2011	5,125.30
27050	MASTER M	Master Media Supply	01/18/2011	352.09
27051	P.T.S.	P.T.S.	01/18/2011	356.23
27052	Perfect	Perfect Maintenance Cleaning	01/18/2011	923.00
27053	Schultz	Holly Schultz	01/18/2011	270.00
27054	TRI COUN	Tri County Cleaning Supply Inc	01/18/2011	188.33
27055	WASTE MA	Waste Management	01/18/2011	71,884.00
27056	WasteMan	Waste Management of Michigan	01/18/2011	37.50

Report Total:

102,218.04

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/29/2010 - 13:03

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27036	Administ	Total Administrative Services	01/07/2011		869.19
			Check 27036 Total:		869.19
10029	AETNA LI	Aetna Life Insurance & Annuity	01/07/2011		25.00
			Check 10029 Total:		25.00
10030	EFT-FED	EFT- Federal Payroll Tax	01/07/2011		3,798.81 2,191.64 2,191.64 512.57 512.57
			Check 10030 Total:		9,207.23
10031	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/07/2011		499.80
			Check 10031 Total:		499.80
27037	Equitabl	Equivest Unit Annuity Lock Box	01/07/2011		455.00
			Check 27037 Total:		455.00
10032	FIRST NA	First National Bank	01/07/2011		325.00 2,692.18 23,424.85

Check 10032 Total:

26,442.03

Report Total:

37,498.25

**First National
Direct Deposit
JANUARY 7, 2011
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$920.72
Angela Williams		\$917.18
Carol Hanus		\$1,212.00
Dave Estrada		\$984.47
David Miller		\$1,920.86
Debbie Hagen		\$345.06
Deborah Rojewski		\$2,349.19
Diane Zerby		\$389.33
Genoa Township	\$26,442.03	
Greg Tatara		\$2,437.60
Judith Smith		\$1,155.68
Karen J. Saari		\$946.56
Kelly VanMarter		\$1,967.12
Laura Mroczka		\$1,642.82
Michael Archinal		\$2,763.73
Renee Gray		\$1,094.23
Robin Hunt		\$1,295.04
Susan Sitner		\$658.90
Tammy Lindberg		\$959.00
Tessa Humphriss		\$1,423.32
Total Deposit		\$26,442.03

3:54 PM
01/11/11

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
December 23, 2010 through January 11, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	01/07/2011	1978	AT & T	Dec 19 - Jan 22, 2011	-195.97
Check	01/07/2011	1979	Anthony Derhake	overpayment of final bill - 4351 Muirfield	-106.52
Check	01/07/2011	1980	Pfeffer, Hanniford & Palka	Services from August 21 - Dec 15, 2010	-1,250.00
TOTAL					-1,552.49

3:55 PM
01/11/11

#592 OAK POINTE WATER/SEWER
Capital Improvement
Payment of Bills
December 23, 2010 through January 11, 2011

Type Date Num Name Memo Amount

no checks issued

3:53 PM
01/11/11

#595 PINE CREEK W/S FUND
Payment of Bills
December 23, 2010 through January 11, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/29/2010	2068	MHOG	Reimburse MHOG for portion of Etna invoice	-2,295.00
Check	01/07/2011	2069	Pfeffer, Hanniford & Palka	Services from Aug 21 - Dec 15, 2010	-200.00
TOTAL					-2,495.00

3:49 PM
01/11/11

503 DPW UTILITY FUND
Payment of Bills
December 23, 2010 through January 11, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	01/03/2011	1587	Pfeffer-Hanniford-Palka	Services from August 21 - Dec 15, 2010	-1,750.00
Check	01/04/2011	1588	Complete Battery Source, Inc.	Dell laptop battery - Dave Miller	-58.46
TOTAL					-1,808.46

3:50 PM
01/11/11

504 DPW RESERVE FUND
Payment of Bills
December 23, 2010 through January 11, 2011

<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

3:52 PM
01/11/11

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
December 23, 2010 through January 11, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/29/2010	1871	MHOG	Reimburse MHOG for portion of Etna invoice	-2,700.00
Check	01/07/2011	1872	FONSON, INC.	Inv 9234 dated 12/13/2010	-1,043.45
Check	01/07/2011	1873	Pfeffer, Hanniford & Palka	Services performed Aug 21 - Dec 15, 2010	-900.00
Check	01/07/2011	1874	GENOA TWP-DPW FUND	Director & Engineering fees - April-Sept, 10	-12,066.00
Check	01/07/2011	1875	GENOA TOWNSHIP-ADMIN FEES	Utility billing June - Sept 2010	-3,526.96
TOTAL					-20,236.41

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES**
Regular Meeting
January 3, 2011

MINUTES

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

Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 12-06-10

3. Request for approval to enter into agreements to collect 2011 summer school property taxes with Hartland Consolidated Schools, Brighton Area Schools, Howell Public Schools and LESA as submitted by the Township Treasurer.

4. Consider extension until 12/31/2011 of the reimbursement policy for Township residents charged out-of-district fees for certain recreation programs.

Approval of Regular Agenda:

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

5. Review of the annual Planning Commission report for 2010 submitted by the Township Planning Director.

The report was received with no action taken by the board.

6. Consider first reading of an ordinance to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.

Moved by Wildman, supported by Smith, to approve ordinance 110103 effective Feb. 1, 2011 and schedule a public hearing for January 18, 2011. The motion carried as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

7. Consider approval of agreement between Genoa Charter Township and SAFEbuilt Michigan, Inc. for building department services.

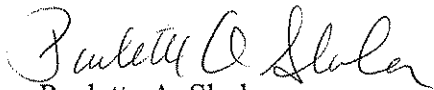
Moved by Smith, supported Wildman, to approve the Agreement with SAFEbuilt to provide building department technical services. Further, to approve the Building Department Fee Schedule and Building Code Official Employment Agreement with Dennis Smith for part time employment commencing 02/01/2011 and terminating 12/31/2012. The motion carried unanimously.

Other Business:

Archinal – ITC Holdings Corp will donate \$5,000.00 to a community initiative for compatible planting species in the township. It was suggested that residents bringing in yard waste be provided with an evergreen tree for planting to replace vegetation management by ITC. The board was in agreement with this recommendation.

The administrative committee will meet with the township engineer and Fonson to discuss the installation of an outdoor natural skating rink for the township.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:45 p.m.



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 01/07/2011)

MTA 2011 Budget

Following is a proposal for consideration of expenses relating to the January 2011 MTA Conference:

Name: _____

1.Conference Fees	\$240-265	_____
2.Room Charges	\$125-140 per night	_____
3.Mileage	\$113.22 (.51 per mile for 222 mile)	_____
4.Parking	\$16 per day	_____
5.Food	\$100 per day	_____
6.Per Diem	\$180 per diem	_____

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 1/14/11
RE: LSL Professional Services Contract

Please find attached correspondence from LSL Planning requesting an extension to their professional services agreement. Please note that they held their rates constant in 2009 and 2010. For 2011 they are proposing a 5% reduction in their average hourly rates. Please consider the following:

Moved by _____, supported by _____, to approve an extension for 2011 to a professional services contract with LSL Planning.



LSL Planning, Inc.

Community Planning Consultants

January 1, 2011

Mike Archinal
Genoa Township
2911 Dorr Road
Brighton, MI 48116

GENOA TOWNSHIP

JAN 13 2011

RECEIVED

Dear Mr. Archinal:

We understand local governments have been taking unprecedented steps to deal with the economic situation in Michigan. Many have undertaken difficult cost cutting measures to stretch resources and reassess priorities, focusing on getting the best value for their money. We are aware that all professional services are under increasing scrutiny. Efficiency, responsive service and value are more important than ever. In response to that situation, LSL Planning did not raise our rates in 2009 nor 2010. Like many communities, LSL Planning has also continued to impose cost cuts such as changes to health care coverage and salary reductions and other changes to avoid raising our hourly rates.

As a sign of our commitment to our long term community clients, LSL will be discounting our 2011 hourly rates for work not reimbursed by applicants by an average of 5% as shown on the attached schedule. For example the hourly rate for your primary LSL planner, Brian Borden, will be reduced from \$95.00 to \$90.00. We expect these rates will remain in effect through 2011 but hope to begin to return to normalcy later this year. For time charged to applicant reviews, we will keep the same hourly rate used for the last three years.

As always, we continue to look for ways to be cost effective without compromising quality or service. If you have ideas on ways we can improve our service to you, please let us know.

Since it is the beginning of a new year, keep an eye out for our annual "Satisfaction Survey" that will be coming soon. Feel free to note your comments on the survey or contact us with ideas, comments or questions.

Again, we sincerely appreciate your continued confidence in us. We want to partner with you to get through this difficult period. Please feel free to call on us at any time.

Sincerely,
LSL PLANNING, INC.

Brad Strader, AICP, PTP
President

**2011 Fee Schedule:
LSL Planning, Inc.**

Hourly Fees:

<u>Professional</u>	<u>2010/2011¹ Hourly Rates</u>	<u>DISCOUNTED 2011 Hourly Rates²</u>
President, Managing Partner	\$125.00	\$125.00
Partner	\$125.00	\$120.00
Principal Planner	\$120.00	\$105.00
Senior Planner	\$85.00-\$95.00	\$80.00-\$90.00
Project Planner II	\$85.00	\$80.00
Project Planner I	\$75.00	\$75.00
Assistant Planner	\$60.00	\$60.00
Word Processor/Desktop Publisher	\$40.00	\$40.00

¹ Applies to time spent on applicant reviews and tasks billed to applicants.

² Discount shown is temporary but expected to be offered through 2011.

The hourly rates above include costs of salary with a multiplier for costs such as office space, administrative staff, equipment, training, insurance, and benefits. Travel time to meetings and time at meetings is billed on an hourly basis. Hourly rates are subject to change at the beginning of each calendar year.

Hourly rates do not include reimbursable expenses such as: mileage, long-distance phone calls, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials, aerial photographs, purchase of computer mapping files, meals and lodging. These expenses are invoiced at documented cost.

Professional Classification *

Royal Oak Office

Bradley K. Strader, AICP, President

Carmine Avantini, AICP, Partner

Jeff Purdy, Principal Planner (contract employee)

Carol Maise, Senior Planner

Sherrin Hood, AICP, Senior Planner

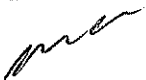
Brian Borden, AICP, Senior Planner

Robert Cramer, AICP, LEED AP, Project Planner II

Kathleen Duffy, Assistant Planner

* Subject to change

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 1/14/11
RE: Construction Code Ordinance Adoption

At the 1/3/11 Board meeting we had first reading of the attached ordinance. I believe we answered many of your questions. We have been working with SafeBuilt and our Building Official to assure that our proposed February 1, 2011 launch date will be successful. Please consider the following action:

- Open Public Hearing.
- Receive public comment.
- Close Public Hearing.
- Approved second reading of the attached ordinance.

Genoa Charter Township
Ordinance#: 11-01-03

An ordinance for Genoa Charter Township to assume responsibility for the administration and enforcement of the Stille-DeRossette-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501 et seq. and to designate an enforcing agency to discharge the responsibilities of Genoa Charter Township under the provisions of said Act.

The Genoa Charter Township ordains:

Section 1. ASSUMPTION OF RESPONSIBILITY. Genoa Charter Township assumes responsibility for the administration and enforcement of Public Act 230 of 1972 throughout its corporate limits.

Section 2. AGENCY DESIGNATED. Pursuant to the provisions of the Michigan (Building, Electrical, Mechanical or Plumbing) Code, in accordance with Section 8b(6) of 1972 PA 230, the Code Official of Genoa Charter Township is hereby designated as the enforcing agency to discharge the responsibility of the Genoa Charter Township under 1972 PA 230.

Section 3. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 4. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with provisions of the Act governing same.

Adopted this _____ day of _____, _____.

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

Date: _____, _____.

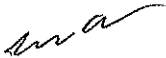
Signed: _____

Polly Skolarus
Clerk of Genoa Charter Township

Attested: _____

Gary McCririe
Supervisor of Genoa Charter Township

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 1/14/11
RE: Building Department Fee Schedule Adoption

At the 1/3/11 Board meeting we discussed building permit fees as part of an overall discussion of building department services. By State Statute we are not allowed to utilize permit fee revenues for other purposes. We are allowed to cover actual costs. These fees will be reviewed and audited annually to assure we are in compliance with the law. We have done research to assure that these fees are market competitive. Please consider the following action:

Moved by _____, supported by _____, to approve the FY 2011/2012 Building Department Fee Schedule as proposed.

Genoa Township, MI

Building Department Fee Schedule

Building Permit Fee Schedule:

Determination of Building Value

The determination of value or valuation for purposes of determining and assessing the applicable building permit fee shall be made by the Building Official. The value of a project will be based on the stated value on the building permit application, or by applying the most recent "Square Foot Construction Costs Table" data published twice yearly by the International Code Council, whichever is greater.

Building Permit and Plan Review Fees

Building permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$75.00 per hour ¹ (minimum charge – two hours)
2. Re-inspection fees.	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated	\$65.00 per hour ¹ (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans	\$65.00 per hour ¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both	Actual Cost ²
Building Plan Review Fees:	
1. Commercial plan review and administration fee equal 65% of the Building Permit Fee	
2. Residential plan review and administration fee equal 30% of the Building Permit Fee	
¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
² Actual costs include administrative and overhead costs.	

Electrical Permit Fee Schedule:

Determination of Electrical Value

The determination of value or valuation for purposes of determining and assessing the applicable electrical permit fee shall be made by the Building Official. Valuation shall be the total cost of materials, profit and labor. The Minimum valuation shall be at least 5% of the building valuation.

Electrical Permit and Plan Review Fees

Electrical permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$75.00 per hour ¹ (minimum charge – two hours)
2. Re-inspection fees.	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated	\$65.00 per hour ¹ (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans	\$65.00 per hour ¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both	Actual Cost ²

Plumbing Permit Fee Schedule:

Determination of Plumbing Value

The determination of value or valuation for purposes of determining and assessing the applicable plumbing permit fee shall be made by the Building Official. Valuation shall be the total cost of materials, profit and labor. The minimum valuation shall be at least 5% of the building valuation.

Plumbing Permit and Plan Review Fees

Plumbing permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$569.70 for the first \$50,000.00 plus \$5.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00

\$100,001.00 to \$500,000.00	\$824.70 for the first \$100,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$75.00 per hour ¹ (minimum charge – two hours)
2. Re-inspection fees.	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated	\$65.00 per hour ¹ (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans	\$65.00 per hour ¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both	Actual Cost ²

Mechanical Permit Fee Schedule:

Determination of Mechanical Value

The determination of value or valuation for purposes of determining and assessing the applicable mechanical permit fee shall be made by the Building Official. Valuation shall be the total cost of materials, profit and labor. The minimum valuation shall be at least 5% of the building valuation.

Mechanical Permit and Plan Review Fees

Mechanical permit and plan review fees shall be based on the following fee schedule, as applied to the valuation.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$42.50
\$501.00 to \$2,000.00	\$42.50 for the first \$500.00 plus \$2.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.50 for the first \$2,000.00 plus \$11.90 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$355.20 for the first \$25,000.00 plus \$8.58 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
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\$500,001.00 to \$1,000,000.00	\$2,524.70 for the first \$500,000.00 plus \$3.62 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$4,334.70 for the first \$1,000,000.00 plus \$2.55 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$75.00 per hour ¹ (minimum charge – two hours)
2. Re-inspection fees.	\$65.00 per inspection
3. Inspections for which no fee is specifically indicated	\$65.00 per hour ¹ (minimum charge – one hour)
4. Additional plan review required by changes, additions or revisions to plans	\$65.00 per hour ¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspection, or both	Actual Cost ²

violation or day that a violation continues, which may be assessed for a violation of this section. If the enforcing agency believes that an owner or operator has violated this section, it may issue a citation after discovery of the alleged violation. The citation shall be written and shall state with particularity the nature of the violation, the civil penalty established for the violation, and the right to appeal the citation pursuant to subsection (7). The citation shall be delivered or sent by registered mail to the alleged violator.

(7) Not later than 20 days after receipt of the citation, the alleged violator may petition the enforcing agency for an administrative hearing, which shall be held within 60 days after the enforcing agency receives the petition. The administrative hearing may be conducted by a hearing officer, who may affirm, dismiss, or modify the citation. The decision of the hearing officer is final and is not subject to appeal.

(8) A civil penalty assessed by the issuance of a citation under subsection (6) becomes final if a petition is not received within the time specified in subsection (7). A civil penalty imposed shall be paid to the governmental subdivision that has the responsibility of enforcing this section. A civil penalty may be recovered in a civil action brought by the governmental subdivision in the county in which the violation occurred or the defendant resides.

(9) This section applies to a board and room facility constructed or converted for use as a board and room facility after the effective date of this section. Beginning 6 months after the effective date of this section, this section also applies to a board and room facility constructed or converted for use as a board and room facility before the effective date of this section.

History: Add. 1994, Act 106, Imd. Eff. Apr. 18, 1994.

Popular name: Act 230

Popular name: Uniform Construction Code

125.1513d Requirements for stairwell geometry.

Sec. 13d. (1) Notwithstanding any provision in this act and until the promulgation of the complete building code update after October 15, 1999, a governmental subdivision shall not enforce a requirement for stairwell geometry in occupancies in use group R-3 structures and within dwelling units in occupancies in use group R-2 structures that differs from the stairwell geometry described in this section.

(2) As used in this section:

(a) "Stairwell geometry" refers to the configuration of a stairwell of a building in which the maximum riser height is 8-1/4 inches (210 mm), the minimum tread depth is 9 inches (229 mm), and a 1-inch (25 mm) nosing on stairwells with solid risers.

(b) "Use group R-2 structures" means all multiple-family dwellings having more than 2 dwelling units including, but not limited to, boarding houses and similar buildings arranged for shelter and sleeping accommodations in which the occupants are primarily not transient in nature and dormitory facilities that accommodate more than 5 persons over 2-1/2 years of age.

(c) "Use group R-3 structures" means all buildings arranged for occupancy as 1-family or 2-family dwelling units including, but not limited to, not more than 5 lodgers or boarders per family; multiple single-family dwellings where each unit has an independent means of egress and is separated by a 2-hour fire separation assembly; and a child care facility that accommodates 5 or less children of any age.

History: Add. 1999, Act 245, Imd. Eff. Dec. 28, 1999.

Popular name: Act 230

Popular name: Uniform Construction Code

125.1513e Sharing elevator between 2 buildings.

Sec. 13e. This act does not prohibit the sharing of an elevator between 2 buildings as long as the buildings are in compliance with this act, the code, and the following acts and rules promulgated under those acts:

(a) The fire prevention code, 1941 PA 207, MCL 29.1 to 29.34.

(b) 1976 PA 333, MCL 338.2151 to 338.2160.

(c) 1967 PA 227, MCL 408.801 to 408.824.

(d) Any other act or rules regulating elevators in buildings.

History: Add. 2005, Act 50, Imd. Eff. June 23, 2005.

125.1514 Construction board of appeals; creation; appointment, qualifications, and terms of members; appeal to board; hearing; decision; statement of reasons for decision; appeal to commission; copy of decision; additional powers or duties; procedures; conducting business at public meeting; notice; availability of certain writings to public.

Sec. 14. (1) A construction board of appeals for each governmental subdivision enforcing the code shall be created consisting of not less than 3 nor more than 7 members, as determined by the governing body of the

governmental subdivision. Unless otherwise provided by local law or ordinance, the members of the board of appeals shall be appointed for 2-year terms by the chief executive officer of a city, village, or township and the chairperson of the county board of commissioners of a county. A member of the board of appeals shall be qualified by experience or training to perform the duties of members of the board of appeals. A person may serve on the board of appeals of more than 1 governmental subdivision. If an enforcing agency refuses to grant an application for a building permit, or if the enforcing agency makes any other decision pursuant or related to this act, or the code, an interested person, or the person's authorized agent, may appeal in writing to the board of appeals. The board of appeals shall hear the appeal and render and file its decision with a statement of reasons for the decision with the enforcing agency from whom the appeal was taken not more than 30 days after submission of the appeal. Failure by the board of appeals to hear an appeal and file a decision within the time limit is a denial of the appeal for purposes of authorizing the institution of an appeal to the commission. A copy of the decision and statement of the reasons for the decision shall be delivered or mailed, before filing, to the party taking the appeal.

(2) This act does not prevent a governmental subdivision from granting its board of appeals additional powers or duties not inconsistent with this act, or from establishing procedures to be followed by its board of appeals insofar as the procedures do not conflict with this act. Except as otherwise provided by this act, or by other laws or ordinances, a board of appeals may by rules establish its own procedures.

(3) The business which the board of appeals may perform shall be conducted at a public meeting of the board of appeals held in compliance with Act No. 267 of the Public Acts of 1976. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(4) A record of decisions made by the board of appeals, properly indexed, and any other writing prepared, owned, used, in the possession of, or retained by the board of appeals in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976.

History: 1972, Act 230, Eff. Jan. 1, 1973;—Am. 1977, Act 195, Imd. Eff. Nov. 17, 1977;—Am. 1978, Act 442, Imd. Eff. Oct. 9, 1978.

Popular name: Act 230

Popular name: Uniform Construction Code

125.1515 Specific variance from code; requirements; breach of condition; permissible variance.

Sec. 15. (1) After a public hearing a board of appeals may grant a specific variance to a substantive requirement of the code if the literal application of the substantive requirement would result in an exceptional, practical difficulty to the applicant, and if both of the following requirements are satisfied:

(a) The performance of the particular item or part of the building or structure with respect to which the variance is granted shall be adequate for its intended use and shall not substantially deviate from performance required by the code of that particular item or part for the health, safety and welfare of the people of this state.

(b) The specific condition justifying the variance shall be neither so general nor recurrent in nature as to make an amendment of the code with respect to the condition reasonably practical or desirable.

(2) A board of appeals may attach in writing any condition in connection with the granting of a variance that in its judgment is necessary to protect the health, safety and welfare of the people of this state. The breach of a condition shall automatically invalidate the variance and any permit, license and certificate granted on the basis of it. In no case shall more than minimum variance from the code be granted than is necessary to alleviate the exceptional, practical difficulty.

History: 1972, Act 230, Eff. Jan. 1, 1973.

Popular name: Act 230

Popular name: Uniform Construction Code

125.1516 Appeal to commission; time; hearing; quorum; effect of decision; copy of decision and statement of reasons; record of decisions; public inspection; referral of certain appeals to appropriate board; review of board's decision; petition.

Sec. 16. (1) An interested person, or the interested person's authorized agent, may appeal a decision of a board of appeals to the commission within 10 business days after filing of the decision with the enforcing agency or, in case of an appeal because of failure of a board of appeals to act within the prescribed time, at any time before filing of the decision. The hearing of an appeal based on the denial of a request for a variance by a board of appeals is within the sole discretion of the commission. If deciding an appeal, the commission may act either as a whole or by a panel of 3 or more of the commission members designated by the

GENOA CHARTER TOWNSHIP

RESOLUTION

At a regular meeting of the Board of Trustees of the Genoa Charter Township, Michigan, held in Township Hall of said Township on January 18th, 2011 at 6:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Board Member , and supported by Board Member .

Resolution Approving a New Personal Property Exemption Application for CRW Plastics USA, Inc.

WHEREAS, pursuant to P.A. 381 of 1996, after a duly noticed public hearing held on Oct. 19, 2009, the Township Board of Genoa Charter Township, an eligible local assessing district as defined in section 9f(7)(g) of P.A. 328 of 1998, as amended ("Act 328"), by Resolution, established an Industrial Development District located at Genoa Charter Township; and

WHEREAS, the applicant, CRW Plastics USA, Inc., an eligible business engaged in manufacturing and located within the eligible assessing district, filed an Application for Exemption of New Personal Property which it owns and/or leases; and

WHEREAS, before acting on said application, the Township Board of Genoa Charter Township held a public hearing on January 18, 2011, at the Township Hall at 6:30 p.m., at which the Applicant, the Township Assessor, and a representative of the affected taxing units who were given written notice and were afforded an opportunity to be heard on said application; and

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Genoa Charter Township:

1. The Township Board finds and determines that the granting of the Exemption of New Personal Property currently in force under P.A. 328 of 1998, as amended, shall not have the effect of substantially impeding the operating, or impairing the financial

soundness of the taxing unit which levies ad valorem property taxes in Genoa Charter Township; and

2. The New Personal Property Exemption when issued, shall be and remain in force and effect for a period of twelve (12) years, beginning December 31, 2011, and ending December 30, 2023; and

3. The application submitted by CRW Plastics USA, Inc. is for an Exemption of New Personal Property that will be located in the Industrial Development District (eligible district) in Genoa Charter Township.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of Genoa Charter Township, County of Livingston, Michigan, at a regular meeting held on January 18, 2011.

Paulette A. Skolarus, Genoa Charter Township Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of Genoa Charter Township, County of Livingston, State of Michigan, properly notified and held according to the Open Meetings Act on January 18, 2011.

Paulette A. Skolarus, Genoa Charter Township Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

GENOA TOWNSHIP
ASSESSING DEPT.

OCT 27 2010
RECEIVED

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) CRW Plastics USA, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3089	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5775 Brighton Pines Court		1d. City/Township/Village (indicate which) Howell/Genoa Township	1e. County Livingston
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located Howell	3b. School Code 47070
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

CRW Plastics USA, Inc. is a Michigan corporation, engaged in the developing of molds and construction of plastic automotive parts such as air vents, cup holders, and other plastic parts as the opportunities present themselves. CRW also develops molds and constructs non-auto related specialized plastic parts for compressors and credit card scanners.

6a. Cost of land and building improvements (excluding cost of land)	\$0.00
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures	\$1,722,829.47
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	\$1,722,829.47
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	<input type="checkbox"/> Owned	<input type="checkbox"/> Leased
Real Property Improvements	5/1/10	4/30/12	<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased
Personal Property Improvements				

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 58	10. No. of new jobs at this facility expected to create within 2 years of completion. 67
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in:

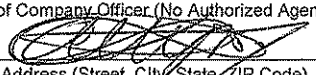
Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 10/19/09	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Lori K. Bianco	13b. Telephone Number (586) 979-7800	13c. Fax Number (586) 979-7180	13d. E-mail Address lori@biancocpa.biz
14a. Name of Contact Person Lori K. Bianco	14b. Telephone Number (586) 979-7800	14c. Fax Number (586) 979-7180	14d. E-mail Address lori@biancocpa.biz
▶ 15a. Name of Company Officer (No Authorized Agents) Derian Campos			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 545-5584	15d. Date 10/20/10
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5775 Brighton Pines Court, Howell, MI 48843		15f. Telephone Number (517) 518-0780	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CRW Plastics USA, Inc. - Fixed Asset List For IFT Exemption

Acquisition Date	Asset Name	Cost
5/1/10	SQL Server/(4) Think Pads	37,355.04
5/7/10	Intermec Printer	1,347.31
5/20/10	Windsor 28" Floor Scrubber	15,790.45
5/27/10	Kone Crane 3 Ton	3,995.00
6/30/10	Ergo 17" Disc Floor Buffer	2,047.59
8/31/10	Mold Machines	1,662,294.08
	Total	1,722,829.47

EXHIBIT A

LEGAL DESCRIPTION

Lot - 11-15-200-025

Part of the NE $\frac{1}{4}$ of Section 15, T2N-RSE, Genoa Township, Livingston County, Michigan being described as follows: Commencing at the East $\frac{1}{4}$ Corner of said Section 15, thence along the East line of said Section 15 and centerline of Dorr Road, N $02^{\circ}13'10''$ W, a distance of 905.97 feet; thence along the centerline of a 66 foot wide private easement for ingress, egress, and public utilities as described below. S $87^{\circ}46'50''$ W, a distance of 458.88 feet; thence continuing along said centerline, along a curve to the right, having a radius of 230.00 feet, arc chord length of 81.86 feet, delta angle of $20^{\circ}73'34''$, a chord bearing of N $82^{\circ}01'23''$ W, and a chord length of 81.43 feet; thence continuing along said centerline, N $71^{\circ}49'38''$ W, a distance of 233.37 feet to the center of a 75 foot radius cul-de-sac and Point of Beginning of the parcel to be described; thence S $51^{\circ}03'57''$ W, a distance of 448.89 feet; thence along the Northerly Right-of-Way line of I-96 Expressway (limited access), along a curve left, having a radius of 6772.50 feet, arc length of 2711.53 feet, delta angle of $02^{\circ}17'50''$, a chord bearing of N $52^{\circ}20'15''$ W, and a chord length of 271.53 feet; thence N $02^{\circ}19'26''$ W, a distance of 427.53 feet; thence N $88^{\circ}03'12''$ E a distance of 550.92 feet; thence S $05^{\circ}20'54''$ E a distance of 331.14 feet to the Point of Beginning and containing 6.235 acres, more or less, Subject to and including the use of a 66 foot wide private easement for ingress, egress and public utilities as described below.

Also subject to any other easements or restrictions of record.

Commonly known as 5775 Brighton Pines Court

Property Lease

This Lease is made on August 1, 2009 ("Effective Date"), by 5775 Brighton Pines Court, LLC, a Michigan limited liability company, of 317 Union Street, Ste. D, Milford, Michigan 48381 ("Landlord"), and CRW Plastics USA, Inc., a Michigan Corporation, of ("Tenant"), upon the following terms and conditions.

1. Description of the Premises. Landlord leases to Tenant real property commonly known as 5775 Brighton Pines Court, Howell, Michigan ("the Building") which is located in Genoa Township, Livingston County, Michigan as more fully described in the legal description and shown on the site plan attached as Exhibit A ("The Premises"). The Premises consists of approximately 61,535 square feet, located on approximately 6.0 acres (the "Property").

Landlord and Tenant each have agreed that Tenant is taking occupancy of The Premises in an "as is", "where is" condition. Landlord warrants that to the best of its actual knowledge the existing roof, HVAC system, electrical system, plumbing system, structural components, windows and seals serving The Premises are in good working condition.

2. Term, Occupancy, and Rent.

A. This Lease shall be for an Initial Term of five (5) years commencing on the date Tenant begins occupancy of the Premises which is to be August 1, 2009 (Lease Commencement Date) and ending on July 31, 2014 (the "Initial Term"). Tenant shall begin paying rent on August 1, 2009 (Rent Commencement Date) in the amounts shown in Paragraphs 3 and 4 below. A "lease year" is defined as the twelve (12) consecutive calendar months from the Rent Commencement Date. By no later than August 10, 2009, Landlord shall be paid the sum of \$100,000.00 in clear funds by Dr. Schneider Automotive Systems, Inc. or Tenant or their designee, or this Lease shall automatically terminate.

B. In the event that Tenant is not in default of any terms of this Lease upon the expiration of the Initial Lease Term. Tenant shall have an option to extend the term hereof for two (2) additional five-(5) year periods. The terms and conditions for the Extended Term shall be the same as the terms hereof provided that the Rent as hereinafter defined shall be increased as set forth hereinafter. Tenant may exercise this option by providing written notice to Landlord no later than six (6) months prior to the end of the Initial Lease Term or the First Extended Term, as the case may be. If said notice is not received on or before said six month period then the option to renew shall be deemed terminated, null and void.

3. Base Rent. Tenant shall pay, as Base Rent, the following amounts in equal monthly payments commencing on the Rent Commencement Date.

Year 1	08/01/09 – 07/31/10	\$261,523.75
Year 2	08/01/10 – 07/31/11	\$276,907.50
Year 3	08/01/11 – 07/31/12	\$286,137.75
Year 4	08/01/12 – 07/31/13	\$295,368.00
Year 5	08/01/13 – 07/31/14	\$304,598.25

In the event Tenant exercises its option for the Extended Term(s) as provided for in Paragraph 2B, the Base Rent shall be negotiated in good faith between the parties based on the then fair market rent ("Fair Market Rent") based on the current rent for comparable space in the same general area and similar use in the vicinity of the Premises, taking into account all market conditions including without limitation the cost of Tenant improvements, rent abatements, moving allowances, and customary brokers' commissions.

Notwithstanding the foregoing, Landlord acknowledges that it has received the Base Rent and the Additional Rent for the month of August, 2009.

4. Additional Rent: Operating Expenses / Real Property Taxes, Common Area Maintenance, Building Insurance and Management Fee.

A. Tenant shall also pay, as additional rent ("Additional Rent"), all of Landlord's real estate taxes, special and other assessments which become a lien on the land, Landlord's insurance expenses, 20% of Common Area Maintenance expenses which relate to a certain Private Road Maintenance Agreement as recorded with Livingston County Register of Deeds, and Landlord's management fee expense, as hereafter defined (collectively "Operating Expenses"), during the Term of this Lease. For year 1 of the Lease, Tenant shall pay Additional Rent for Operating Expenses in the estimated amount of \$83,880.00 paid in equal monthly installments of \$6,990.00. This estimate is based upon the following: \$68,882.00 for real estate taxes; \$700.00 for common area maintenance; \$5,310.00 for building insurance; and \$8,987.00 for management fee which is equal to twelve percent (12%) of the sum of annual real estate taxes, common area maintenance and building insurance. The first payment is due and payable when Tenant begins occupancy (Lease Commencement Date). If any assessment is permitted to be paid over a period of years, Landlord shall elect the extended payment plan and Tenant shall pay pursuant to such plan. Capital expenditures and capital repairs and replacements incurred or conducted after the Rent Commencement Date will be included as Operating Expenses solely to the extent of the amortized costs of same over the useful life of the improvement in accordance with generally accepted accounting principles and only to the extent such expenditures result in an actual reduction in Operating Expenses.

Notwithstanding the foregoing, the definition of "Operating Expenses" will not include any of the following:

- (1) Repairs or other work occasioned by any insured casualty or cause insured against or which reasonably should have been insured against by Landlord, or occasioned by the exercise of the right of eminent domain;

(2) Leasing commissions marketing, advertising and promotional expenditures, the cost to rent and operate a management office in the Building, accountants', consultants', auditors or attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with other tenants or prospective tenants or other occupants;

(3) Costs or expenses associated with the enforcement of any leases or the defense of Landlord's title to or interest in the real property or any part thereof;

(4) Costs incurred by Landlord in connection with construction of the Building and related facilities, the correction of defects in construction of the Building or the discharge of Landlord's Work;

(5) Salaries of any employees above Senior Property Manager level;

(6) Costs (including permit, licenses and inspection fees) incurred in renovating or otherwise improving or decorating, painting, or redecorating the Building or space for other tenants or other occupants or vacant space;

(7) Depreciation and amortization;

(8) Costs incurred due to a breach by Landlord or any other tenant of the terms and conditions of any lease;

(9) Overhead and profit increment paid to subsidiaries or affiliates of Landlord for management or other services on or to the Building or for supplies, utilities or other materials, to the extent that the costs of such services, supplies, utilities or materials exceed the reasonable costs that would have been paid had the services, supplies or materials been provided by unaffiliated parties on a reasonable basis without taking into effect volume discounts or rebates offered to Landlord as a portfolio purchaser;

(10) Costs incurred by Landlord in connection with any financing affecting the Property or Landlord's interest therein;

(11) Interest on debt or amortization payments on any mortgage or deeds of trust or any other borrowings and any ground rent;

(12) Ground rents or rentals payable by Landlord pursuant to any over-lease;

(13) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

(14) Costs incurred in managing or operating any "pay for" parking facilities located around the Property;

(15) Expenses resulting from the negligence of Landlord;

(16) Any fines or fees for Landlord's failure to comply with governmental, quasi-governmental, or regulatory agencies' rules and regulations;

(17) Legal, accounting and other expenses related to Landlord's financing, re-financing, mortgaging or selling the Property;

(18) Costs associated with any political, charitable or civic contribution or donation;

(19) Costs of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principals, except as provided in Section 4(A) above;

(20) Items, utilities and services for which Tenant or other tenants reimburse Landlord or pay third parties or that Landlord provides selectively to one or more tenants of the Building other than Tenant without reimbursement;

(21) Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy hazardous wastes, condition or asbestos-containing materials from the Property, except to the extent caused by Tenant.

(22) Any insurance policy "deductible" in excess of those customarily carried on similar buildings in the metropolitan area in which the Property is located.

Additional Rent shall be adjusted in each lease year thereafter and paid in monthly installments equal to one-twelfth (1/12th) of the adjusted Additional Rent for each lease year. The Base Rent and Additional Rent shall be referred to collectively, and sometimes individually as "Rent". The monthly installments of Base Rent and Additional Rent shall be referred to collectively, and sometimes individually, as "Monthly Rent". "Real estate taxes" shall mean all real property or real estate taxes and assessments, general, special, or otherwise, levied upon any part or all of the building and Property or real estate described in Exhibit A. In addition to the foregoing, any changes or payments made or due to Landlord under this Lease shall be deemed, "Additional Rent", and shall be due in the same manner as Base Rent for the Premises.

B. The Additional Rent provided to be paid in this paragraph shall be paid in the same manner as Base Rent, computed on the basis of each calendar year and shall be adjusted in January of each year, during the term of this Lease beginning the January following the Commencement Date. Tenant shall pay the increase in Landlord's Operating Expenses in monthly installments on or before the first day of each calendar

month, in advance, in an amount estimated by Landlord, subject to supporting data which shall be provided at Tenant's request. Notwithstanding anything in this Lease to the contrary, Tenant will be responsible for the Real estate taxes, insurance premiums, utilities, janitorial services, snow removal, landscape maintenance, and charges assessed against the Building pursuant to any covenants or owner's association ("Uncontrollable Expenses"), without regard to the level of increase in any or all of the above in any year or other period of time. Tenant's obligation to pay all other Operating Expenses that are not Uncontrollable Expenses (herein "Controllable Expenses") shall be limited to a five percent (5%) per annum increase over the amount the Controllable Expenses per square foot for the immediately preceding calendar year would have been had the Controllable Expenses per square foot increased at the rate of five percent (5%) in all previous calendar years beginning with the actual Controllable Expenses for the year ending December 31, 2009.

C. Landlord shall furnish Tenant a written statement itemizing Landlord's operating expenses for the prior calendar year, and a written statement of the amount of Tenant's increase in those operating expenses (the "Annual Statement"). Landlord will use its reasonable efforts to provide Tenant with the aforesaid statements on or before April 30 of each Lease Year. If the total amount paid by Tenant for the prior calendar year is less than the actual amount due from Tenant for the year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due (the "Undercharge Amount"). If the total amount paid by Tenant for the prior calendar year exceeds the actual amount due from Tenant for the year, Tenant shall receive a lump sum credit for the excess, or a refund in the case of the last year of its tenancy. Notwithstanding anything to the contrary contained herein, the Undercharge Amount will not be due and payable until Tenant has received the documentation substantiating the Annual Statement.

D. Tenant will have the right, at its sole cost and expense, to audit or otherwise review or have its appointed accountant or other consultant audit or otherwise review Landlord's records related to Operating Expenses provided that an audit may not occur more frequently than once each calendar year. In the event Tenant's audit discloses any discrepancy, Landlord and Tenant will use reasonable efforts to resolve the dispute and make an appropriate adjustment, failing which, they will submit any such dispute to arbitration pursuant to the rules and under the jurisdiction of the American Arbitration Association in the metropolitan where the Premises is located. The decision rendered in such arbitration will be final, binding and non-appealable. The expenses of arbitration, other than individual legal and accounting expenses, which will be the respective parties' responsibility, will be divided equally between the parties.

E. Tenant will have the right to contest the amount or validity, in whole or in part, of any Real estate taxes by appropriate proceedings diligently conducted in good faith, only after paying such Real estate taxes or posting security that Landlord reasonably requires in order to protect the Premises against loss or forfeiture. Upon the termination of any proceedings, Tenant will pay the amount of the Real estate taxes or part of the Real estate taxes as finally determined, the payment of which may have been

deferred during the prosecution of the proceedings, together with any costs, fees, interest, penalties, or other related liabilities. Landlord will not be required to join in any contest or proceedings unless the provisions of any law or regulations then in effect require that the proceedings be brought by or in the name of Landlord. In that event Landlord will join in the proceedings or permit them to be brought in its name; however, Landlord will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings, and Tenant will indemnify Landlord against and save Landlord harmless from any costs and expenses.

5. **Late Rent Fees.** If Tenant fails to pay any amount it owes to Landlord under this Lease, that amount shall be assessed a five (5) percent late fee that shall be immediately due and payable on the fifth (5th) day past due in addition to all other Rent owed. Thereafter, a \$25 per day additional late fee shall accrue until the full amount of all past due amounts, rent, and late fees are fully paid.

6. **Use.** Tenant shall use and occupy the Premises for only its business consisting of manufacturing, assembly, office, warehousing and other uses incidental and directly related thereto (the "Permitted Use"). Tenant shall not intentionally and knowingly use The Premises for any other purpose without Landlord's prior written consent or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by federal, state, county, or municipal body or other governmental agency. Tenant represents and warrants that it shall not cause or permit any hazardous waste or material as defined by any local, state, or federal law to be placed or used on The Premises except in compliance with all applicable laws and regulations. Tenant shall be responsible for obtaining and maintaining all necessary permits and approvals to conduct its business on The Premises, excluding any occupancy permits for the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, suits, liabilities, attorney fees, losses, damages, clean-up or remedial work, or other costs that arise out of or relate to Tenant's use of the Premises. Any obligation, liability, or responsibility of Tenant, and/or its agents, employees, contractors, subcontractors, or invitees (the foregoing individually and collectively the "Tenant Parties"), including but not limited to any indemnification, will extend only to such hazardous, toxic, controlled, dangerous, or radioactive substances, materials or wastes regulated as such under applicable laws which Tenant or the Tenant Parties introduce and / or permit, through act or omission, onto the Premises or generate there from substances or materials introduced and / or permitted, through act or omission, onto the Premises by them.

7. **Taxes.** Tenant shall timely pay all personal property taxes assessed against any personal property owned by Tenant on The Premises before any penalty attaches.

8. **Maintenance, Repair and Replacement.**

A. **Landlord's obligations.** Landlord shall maintain, keep in good condition and repair, and replace, if necessary, the foundation, roof and four exterior walls of the Premises, (not including doors, door frames, door closure devices, door-

jamb, windows, window frames, window-casings and window-treatments), and the heating and air conditioning system, provided the maintenance, repair and replacement is not caused by any act or negligence of Tenant. If the Premises requires maintenance, repair or replacement for which Landlord is responsible, Tenant shall give a 30-day written notice to Landlord. If Landlord fails to make or diligently pursue the necessary repairs within the 30 day period, Tenant may do so after written notice, and assess Landlord for the cost of the repairs, together with late fees as set forth in Section 5 hereof, interest and all costs and attorney's fees actually incurred, if any. If Tenant sustains any loss or damages caused by Landlord's negligence, Landlord will have no liability for any consequential, incidental, or ancillary damages.

B. Tenant's obligations. Tenant shall maintain, keep in good condition and repair and replace, if necessary, The Premises, including, but not limited to, the exterior and interior portion of all doors, door frames, windows, window frames, plate glass, storefront, floor slab, all plumbing and sewage facilities and fixtures within the Premises (including free flow up to the main sewer line), grease traps, air traps, all electrical fixtures and systems, fire suppression system, walls, floors and ceilings, driveways, parking lots, sidewalks, and irrigation system for landscaping. Tenant shall contract with and pay for a licensed mechanical HVAC contractor, approved by Landlord, to conduct preventive maintenance and repair of all heating, ventilating and air conditioning equipment servicing the Premises on no less than a quarterly basis. Tenant shall pay all costs of each inspection and routine repairs recommended by such contractor. Upon request, Tenant shall provide a copy of the contract and any report to the Landlord. The plumbing and sewage facilities serving the Premises shall not be used for any purpose other than that for which they are constructed, nor shall Tenant introduce any matter which results in blocking these facilities. Tenant shall pay all costs incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision. Tenant shall install and maintain, at its sole expense, fire extinguishers and other fire protection devices as may be required by any governmental agency and the insurance underwriters insuring the building. Tenant shall not enter upon the roof without the Landlord's prior written consent. Notwithstanding anything contained in this Section 8(B) to the contrary, Tenant will not be responsible to make any repairs, alterations and/or modifications to the Premises which result from a change in any rule or regulation or law applicable to the Building or which would be deemed a capital expenditure. The foregoing shall not in any way limit Tenant's obligation to pay for Operating Expenses as provided in Section 4A herein. By the Expiration Date, Tenant will surrender the Premises in good condition, reasonable wear and tear excepted.

Tenant shall be solely responsible for and pay all costs and expenses for landscaping and grounds maintenance, removal of snow, ice and debris, and trash removal.

C. If Landlord reasonably determines that any item(s) of maintenance, repair, or replacement, should be performed by Tenant, and after written notice, Tenant fails or refuses to perform such work within a reasonable period not to exceed thirty (30) days (or to commence such work if it cannot responsibly be performed within such thirty

(30) day period), then Landlord may, at its option, perform such work and assess Tenant based upon reasonable market rate costs actually incurred by Landlord. Tenant shall pay such assessment within 10 days of receipt of same.

D. Tenant will have the Premises inspected once a year by a qualified mold inspector in an effort to prevent the growth of mold and related bacteria and prevent moisture from entering or penetrating the walls, and any other part of The Premises. If mold or moisture is discovered due to Tenant's use, operation or failure to conduct such inspections, Tenant will be responsible for all costs necessary to eliminate it.

9. **Assignment and Subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet The Premises or any portion of The Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Provided however, Landlord's written consent to a proposed assignment will not be unreasonably withheld or delayed if Tenant assigns the Lease to a company or business entity with which it may merge or consolidate, or with any subsidiary of Tenant, or to a purchaser or substantially all of Tenant's assets, if the assignee, and/ or assignee acquiring entity, or purchaser has assets and credit worthiness substantially equal to or greater than Tenant's and if the assignee executes an agreement required by Landlord assuming all of Tenant's obligations under this Lease.

10. **Utilities.** Tenant shall have all utilities servicing The Premises, including water, electric, gas, and sewer services, metered in its own name, and shall pay and be responsible for all charges and deposits for the utilities provided to or used in The Premises during the term of this Lease. Tenant shall also pay and be responsible for the full cost of the disposal of all trash generated by its business.

11. **Insurance, Indemnification and Hold Harmless.**

A. Tenant indemnifies Landlord and/or its agents, and save it harmless (except for loss or damage resulting from the negligence of Landlord, its agents, employees visitors and contractors) from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence within the Premises that was occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, customers or licensees. Landlord indemnifies Tenant and/or its agents, employees, visitors and contractors and will save it harmless (except for loss or damage resulting from the negligence of Tenant, its agents, employees, visitors and contractors) from and against any and all claims, actions, damages, liability and expense, including reasonable attorney fees, in connection with loss of life, personal property and/or damage to property arising from or out of any occurrence in, upon or at the common areas of the Property or any other portion of the Property not hereby leased to Tenant or arising from or out of Landlord's failure to comply with the terms of this Lease or occasioned wholly or in part by any act or omission of Landlord, its agents, employees, visitors and contractors.

B. In addition to the insurance otherwise required for Tenant's work, Tenant shall pay for and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of not less than \$2,000,000.00 for injury or death to any person, \$2,000,000.00 for injury or death to more than one person, and \$2,000,000.00 for damage to property. Tenant shall furnish Landlord with certificates or other evidence reasonably acceptable to Landlord indicating that the insurance is in effect and providing that Landlord is an additional and named insured and shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy.

C. Landlord shall insure the premises against loss or damage under a policy of fire or extended coverage insurance pursuant to a policy of insurance and in amounts that Landlord deems appropriate not to exceed 100% of the replacement costs of the Premises without taking into account any depreciation, i.e. not to exceed 100% of the actual costs to replace, rebuild, and/ or repair any loss at any time during the term hereof, which amount shall be at Landlord's reasonable discretion, but with limits of property damage liability not less than \$2,000,000 and which shall be adjusted from time to time during the term as the replacement value changes. Further Landlord agrees to maintain in full force and effect a policy of public liability with respect to the Premises in which the limits of public liability will not be less than \$2,000,000 per occurrence. Upon request, Landlord will provide evidence of such insurance to Tenant.

D. Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy.

12. Acceptance of Premises.

A. The Landlord has obtained all necessary permits, licenses and approvals from any and all applicable governmental authorities to own and operate the Property. Landlord warrants that it has complied with all applicable regulations, rules, laws, zoning ordinances and other items concerning Tenant's use and occupancy. Landlord represents that the Property and the Premises are not in violation of any applicable rules, regulations, laws and ordinances. Notwithstanding the foregoing, Tenant understands that there are three (3) outstanding permitting issues relating to improvements to the Premises conducted by a prior tenant, and Tenant shall be responsible to resolve such outstanding matters with the appropriate governmental authorities.

B. Subject to the other terms and conditions of this Lease and the representations of the Landlord contained herein, the occupancy, use and opening by Tenant of its business in The Premises shall constitute an acknowledgment by Tenant that The Premises are in an acceptable condition and Landlord has satisfied all of its obligations under this Lease. Tenant acknowledges that before entering into this Lease, it

made an independent investigation and satisfied itself of any and all concerns related to The Premises.

13. Damage or Destruction.

A. If the Premises, the Building in which the Premises are located or any associated improvements on the Property, becomes partially or totally destroyed by fire or other casualty as to become partially or totally unusable for operation of Tenant's business, the damage to the Premises and/or the Building will be promptly (within 180 days of such casualty) repaired by Landlord. If such damage is to the Premises, a just and proportionate part of the Rent and all other charges will be abated until so repaired. If Landlord shall be unable to restore the premises within 180 days, Tenant may terminate this Lease.

B. If, during the term of this Lease, the Building is partially or totally destroyed by fire or other casualty, and cost of restoring the Building to its prior condition equals or exceeds fifty (50%) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord or Tenant shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within forty-five (45) days after the date on which the damage occurred (or as soon as reasonably may be given following receipt of the insurance adjustor's report, if later), and upon the giving of the notice, the Lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord is not given, this Lease shall continue and Landlord shall cause the Premises or the building to be repaired or restored with due diligence.

C. Landlord shall act diligently with the adjustors to assess the extent of any damage or destruction.

14. Condemnation. If the whole or any part of The Premises is taken by public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this Lease shall cease on the part of The Premises to be taken from the day the possession of that part shall be acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion of The Premises substantially impairs the usefulness of The Premises for the purpose for which The Premises were Leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of the Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of The Premises. However, Landlord shall not be entitled to any award made to Tenant for the costs of removing fixtures, for business interruption, or for relocation expense in case of condemnation.

15. **Alterations.** No structural improvements, alterations, additions, or physical changes shall be made on The Premises or to Landlord's Building by Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant may paint or decorate any part of the interior of the Premises or attach or hang any curtains, blinds, shade, screens, awnings, or other projections to the interior of any window of the Premises provided they are in accordance with applicable law and building codes. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of Landlord's Building or on any window or door of the Premises in violation of any local ordinances. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant, but not removed by Tenant at the termination of its Tenancy, shall be the property of Landlord. At termination, Tenant may remove those improvements if it can be done so without permanent damage and shall do all necessary repair and restoration if damages are caused. All alterations and improvements shall be the responsibility of Tenant. Landlord's consent to any alteration or improvement shall not be interpreted to mean that it is required under the Lease. Tenant shall indemnify, defend, and hold Landlord harmless from any claims, suits, or liabilities relating to any alterations or improvements made by Tenant. Any claim of lien recorded against the Premises shall be removed within 21 days after Tenant received notice of recording, by payment or bond, otherwise, Tenant shall be in default under the Lease.

16. **Signs.** Landlord may, in Landlord's sole discretion, permit an appropriate sign on the exterior of the building subject to Tenant obtaining full permit approval from the appropriate governmental authorities and subject to Landlord approving the quality and design of the sign. Tenant shall, at its own expense, be responsible for any of its signs on the exterior of The Premises. When the Lease is over, Tenant will, at its sole cost, remove its sign and repair any damage caused by the removal.

17. **Remedies and Default.** As used throughout this Lease, the following shall be deemed a "default" by Tenant:

A. defaults in performing any non-monetary term of this Lease and does not cure same within 30 days after written notice from Landlord specifying the default; or

B. defaults in performing any monetary term of this Lease, including without limitation, payment of Base Rent and Additional Rent and fails to cure the same within ten (10) days after written notice from Landlord specifying the default; or

C. becomes insolvent, files a Chapter 7 or 11 Bankruptcy Petition, ceases operations, makes any assignment for benefit of creditors; or has a trustee or receiver appointed; or

D. prematurely terminates this Lease as a result of vacating possession before expiration in a manner which causes termination of insurance, then Landlord may declare a default and at its sole option, recover possession with or without

a court order if possible or terminate this Lease, and shall retain all its rights as against Tenant and any Guarantor for any loss and/or damage sustained. Upon termination as a result of a default, Landlord shall also be entitled to a money judgment against Tenant which may include all unpaid obligations under the Lease, interest, the reasonable rental value for the remainder of the Lease, actual attorney fees, and any other cost or expense necessary to compensate Landlord for the damages caused by Tenant's failure to perform (i.e. commissions, expenses of reletting). Landlord shall attempt to mitigate its damages to the fullest extent possible. In determining Landlord's total damages, Tenant shall be credited with any monies received by Landlord in mitigation of its damages.

18. Access to Premises. Landlord shall have the right to enter The Premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's business. Landlord shall provide Tenant with reasonable notice in advance of the intent to enter except in the case of an emergency. In the event of Tenant's failure to perform as required in this Lease, Landlord shall have the right to enter upon and use all or any part of The Premises to install, maintain, use, repair and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all components of and/or fixtures serving The Premises provided the same does not materially interfere with the Tenant's commercial use of The Premises. For five (5) months before the termination of this Lease or any removal, Landlord may show The Premises to any prospective tenant upon reasonable notice and may display "To Rent/Lease" signs.

19. Waiver. Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Lease. This Lease may not be changed, modified or discharged orally.

20. Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease will be given only (a) by personal delivery; (b) by deposit in any depository regularly maintained by the United States Postal Service, postage pre-paid, certified mail, return receipt requested, addressed in accordance with this Section, in which event it will be deemed received on the 3rd business day after deposit; or (c) by nationally recognized courier service that provides written evidence of the date of delivery, in which event it will be deemed received on the day of delivery. All such notices will be sent to the addresses set forth below or to such other address as either party hereto may hereinafter designate in writing.

Landlord: 5775 Brighton Pines Court L.L.C., 317 Union Street, Suite D,
Milford, MI 48381

Tenant: CRW Plastic USA Inc., attention Derian Compos, 5775 Brighton
Pines Court, Genoa Township, MI

Notices may be given by an agent on behalf of Landlord or Tenant. If a notice is given by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section. If a notice is given to more than one recipient, it will be deemed received only upon the date of receipt by Landlord or Tenant, as the case may be, and not any other recipient.

21. Quiet Enjoyment. Landlord covenants and agrees with Tenant and Landlord hereby agrees to warrant and defend Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess and enjoy the Premises for the full term of this Lease.

22. Landlord's Right to Mortgage and Tenant's Subordination of Lease to Mortgage.

A. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed on The Premises by Landlord. Any mortgage now or later placed upon any property of which the Premises are apart shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the Leasehold estate created by this Lease to the lien of any mortgage of Landlord. Tenant shall, at Landlord's request, sign any additional documents necessary to indicate this subordination provided that the subordination documents are reasonable and all costs paid for by Landlord. Notwithstanding the foregoing, Tenant's subordination of the lien of this Lease will not be effective unless and until Landlord has made its best efforts to obtain a non-disturbance agreement reasonably acceptable to Tenant and Lender, recognizing all of Tenant's rights under this Lease, and signed by the holder of any mortgages or deeds of trust upon the Premises (a "Non-Disturbance Agreement").

B. Tenant's possession of The Premises under this Lease shall not be disturbed by any mortgagee, trustee under a trust deed, owner, or holder of a note secured by a mortgage or trust deed now existing or later placed on The Premises, unless Tenant breaches any of the provisions of this Lease beyond applicable notice and cure provisions and the Lease term of Tenant's right to possession is lawfully terminated in accordance with the provisions of this Lease.

23. Changes by Landlord. Landlord reserves the right at any time, at its own expense, to make changes or revisions to the Premises, parking lot, driveways, signs, landscaping, and sidewalks, provided that the changes do not constitute waste, increase maintenance costs, interfere with Tenant's ingress and/or egress to the Premises or materially alter the Tenant's use of The Premises and provided the costs are not assessed against Tenant.

24. **Holding Over.** If Tenant remains in possession of The Premises after the expiration or termination of the Lease and without signing a new Lease, it shall be deemed to be occupying The Premises as a Tenant from month to month subject to all the conditions, provisions and obligations of this Lease, except that each monthly installment of Base Rent shall be at the rate of one hundred fifty (150%) percent of the Base Rent in effect as of the last month of the Lease.

25. **Recording.** Tenant shall not record this Lease without the written consent of Landlord. However, Tenant may record an Affidavit to show its interest in the Premises.

26. **Captions and Headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

27. **Applicable Law and Savings Clause.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this shall, to any extent, be declared invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

28. **Successors.** This Lease and its covenants and conditions shall inure to the benefit of and be binding on the successors, assigns, and heirs of Landlord and Tenant.

29. **Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

30. **Amendment.** Any amendment to this Lease must be in writing signed by both parties.

31. **Entire Agreement.** All of the terms of this Lease shall represent the full, final, and complete agreement of the parties and no oral representations, terms, or understandings are included or relied upon.

32. **Security Deposit.** Tenant shall pay Landlord upon the signing of this Lease a security deposit in the amount of \$21,793.65 – representing approximately one (1) month's Base Rent – to assure Tenant's full performance under this Lease. Landlord is not obligated to apply the security deposit to any rent, additional rent, or other charges at the termination of this Lease but may use the security deposit at any time, if warranted, to compensate Landlord for losses or damages. Tenant shall be returned the security deposit when the Lease has expired, possession is returned, and there is no unpaid rent or other unpaid charges due to Landlord. Landlord may commingle the security deposit with Landlord's funds and shall have no obligation to keep in a separate fund or accrue interest.

33. Personal Guarantee. Not Applicable.

34. Arbitration. Except for Landlord claims for nonpayment of any Base or Additional Rent and termination of this Lease and actions for specific enforcement or injunctive relief, any claims and disputes arising out of or related to this Lease shall be decided by binding arbitration with a single arbitrator knowledgeable about commercial leases and using the American Arbitration Association Commercial Industry Rules. The award of the arbitrator may include interest, costs, and attorney fees to the prevailing party. A judgment on the award may be entered in any court of competent jurisdiction.

35. Representations and Warranties of Landlord. Landlord represents and warrants to Tenant, which representations and warranties shall be true upon and survive the execution and termination of this Lease, as follows:

A. No Suits, Violations. Landlord has received no written notice that any actions, suits, claims or proceedings have been instituted or threatened in connection with any matter related to the Premises in any federal, state, or local court or before any municipal or other governmental department or agency.

B. Foreign. Landlord is not a "foreign person" as that term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.

C. Condemnation/Zoning/Assessments. Landlord has received no written notice of taking, condemnation or assessment, actual or proposed, with respect to the Premises, and Landlord has no knowledge that any such taking, condemnation or assessment has been proposed or is under consideration. To the best of Landlord's knowledge, there is no existing, pending, contemplated, threatened or anticipated change in the zoning of the Premises, nor are there any special assessments, recapture fees, permit fees, or special districts assessed, pending or contemplated.

D. Authorization. Each of the parties represents and warrants that the undersigned is/are duly authorized to enter into this Agreement on behalf of Landlord and Tenant and to consummate all transactions contemplated pursuant to the terms hereof.

E. Landlord's Covenant. Landlord shall immediately notify Tenant if Landlord becomes aware of any transaction or occurrence, which would render any of the representations and warranties of Landlord untrue or misleading in any material respect.

36. Option to Purchase. So long as Tenant is not in default under any of the terms, covenants or conditions of this Lease, including without limitation real estate tax or insurance obligations, as consideration for entering into this Lease, Landlord hereby grants Tenant an option to purchase The Premises any time during the Initial or Extended Terms of the lease. Notice of Tenant's intention to exercise said option must be in writing and delivered to Landlord and at least one hundred twenty (120) days prior to closing, by registered mail, return receipt requested, accompanied by a non-refundable

deposit, payable by cash or certified check in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars to be applied to the purchase price at closing. In the event Tenant is unable to complete the purchase of The Premises, except as otherwise provided in this section, then Tenant shall forfeit said deposit, the option shall be deemed expired and terminated, and neither party shall have any future liability to the other with respect to such option, however, all other provisions of this Lease shall continue in full force and effect. If Tenant does not give notice of exercise of the option as required hereunder, then the option to purchase granted in this Lease is deemed terminated, null and void, and of no further force and effect.

A. If such option to purchase is exercised, the purchase price shall be \$4,469,947.00 plus loan prepayment penalties, if any, prior to the end of Year 1 of the Initial Term escalating at three percent (3.0%) annually throughout the life of the Lease (the "Purchase Price"). The Premises shall be conveyed to Tenant by Warranty Deed subject to any existing easements, building and use restrictions or ordinances, other than voluntary mortgages placed on The Premises by Landlord.

B. If Tenant exercises its option to purchase The Premises as provided herein, Landlord shall, at its own cost, furnish Tenant, within thirty (30) days after receipt of written notice, a commitment for an Owners Policy of Title Insurance without standard exceptions ("Commitment") issued by a reputable Title company in an amount not less than the full purchase price guaranteeing title in the condition required hereunder, the Title Policy shall be ordered at closing at and paid for by Tenant.

C. If objection to title is made based upon written opinion of Tenant's attorney that the title is not in the condition required for performance hereunder, Tenant shall notify Landlord in writing of the particular defects claimed to remedy the title within fifteen (15) days after receipt of said Commitment. Seller shall use its best efforts to remedy the noted title defects. If Landlord remedies the title within thirty (30) days after notice of the objection is given, Tenant agrees to complete the sale in accordance with the preceding paragraphs. If Landlord does not or refuses to remedy the title, Tenant shall have the option to (i) either proceed with the purchase, or (ii) to cancel and terminate its exercise of the option, in which latter event this Lease shall continue in full force and effect and the deposit made by Tenant pursuant to paragraphs above shall be promptly refunded and the grant of option to purchase shall be deemed terminated, null and void and held for naught, and of no further force and effect.

D. If Tenant elects to purchase The Premises, the purchase and sale shall be consummated at a location and time to be mutually agreed upon by the Landlord and Tenant, provided however, the closing shall occur no later than forty-five (45) days after the expiration of the later of: (i) the period for objection to title; or (ii) if applicable, the fifteen (15) day cure period.

E. At the Closing, Landlord shall execute and deliver to Tenant (as the case may be) and Tenant shall execute and deliver to Landlord (as the case may be), the following:

(i) Landlord shall execute and deliver to Tenant a good and sufficient Warranty Deed.

(ii) Landlord and Tenant shall execute and deliver to each other a closing statement showing the amounts by which the cash portion of the Purchase Price shall be adjusted as of the Closing.

(iii) The parties shall execute and deliver any and all other documentation reasonably required by Tenant, the Landlord, their attorneys, and/or the title company, to consummate the transaction described herein and to cause the title insurance policy to be issued and delivered to the Tenant.


F. Tenant, agrees to purchase The Premises in an "as is", "where is" condition as of the date of closing, and shall continue to pay and be responsible for all such taxes, assessments and utility charges without proration, except that Rent and taxes shall be prorated as of the date of closing.

G. If Tenant exercised its option to purchase Demised Premises, as provided herein, Tenant shall, at its own cost, be responsible, if applicable, for payment of Landlord's mortgage prepayment penalty.

H. If Landlord defaults under this Option to Purchase and refuses to close under this option, in default of the terms of this option, then Tenant may specifically enforce its rights hereunder. If Tenant defaults under the terms of this option, then Landlord shall retain the \$50,000.00 deposit referenced in this paragraph as liquidated damages and shall constitute the Landlord's sole remedy for such a default. The parties agree that the \$50,000.00 liquidated damages is reasonable and not intended as a penalty.

LANDLORD:

5775 Brighton Pines Court, LLC
a Michigan limited liability company

By: 

Steven P. Varilone

Its: Manager/Member

TENANT:

CRW Plastics USA Inc.

By: 

Its: Derian Campos
President

EXHIBIT A
LEGAL DESCRIPTION

Lot 2 11-15-200-065

Part of the NE 1/4 of Section 15, T2N-R5E, Genoa Township, Livingston County, Michigan being described as follows: Commencing at the East 1/4 Corner of said Section 15, thence along the East line of said Section 15 and centerline of Darr Road, N 02°13'10" W, a distance of 905.97 feet; thence along the centerline of a 88 foot wide private easement for ingress, egress, and public utilities as described below, S 87°46'50" W, a distance of 458.98 feet; thence continuing along said centerline, along a curve to the right, having a radius of 230.00 feet, arc length of 87.86 feet, delta angle of 20°23'34", a chord bearing of N 82°01'23" W, and a chord length of 81.43 feet; thence continuing along said centerline, N 71°48'38" W, a distance of 233.37 feet to the center of a 75 foot radius cut-de-sac and Point of Beginning of the Parcel to be described; thence S 51°05'57" W, a distance of 446.89 feet; thence along the Northerly Right-of-Way line of I-96 Expressway (limited access), along a curve left, having a radius of 6772.50 feet, arc length of 271.53 feet, delta angle of 02°17'50", a chord bearing of N 53°20'15" W, and a chord length of 271.53 feet; thence N 02°19'26" W, a distance of 427.93 feet; thence N 88°03'12" E, a distance of 550.92 feet; thence S 05°20'54" E, a distance of 331.14 feet to the Point of Beginning and containing 6.233 acres, more or less. Subject to and including the use of a 88 foot wide private easement for ingress, egress, and public utilities as described below. Also subject to any other easements or restrictions of record.

commonly known as 5775 Brighton Pines Court



Genoa Charter Township

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

December 9, 2010

REVISED

To: CRW Plastics & All Involved Taxing Authorities

From: Debra L. Rojewski, Assessor

RE: Application for Industrial Facilities Tax Exemption Certificate

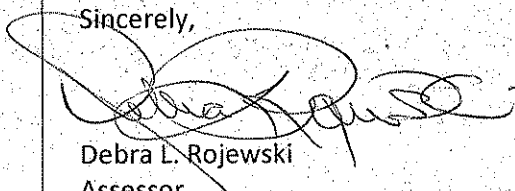
Pursuant to PA 198 of 1974, 207.555- Section 5 (2) hereby being notified of the following:

On January 18, 2011 the Genoa Charter Township Board will be meeting to consider an application from CRW Plastics for an Industrial Facilities Tax (IFT) Exemption Status. If granted the personal property for CRW Plastics would be placed on the IFT roll and taxed at 50% of the ad-valorem rate for a period up to 12 years.

As an involved party/taxing authority you have the right to be present for this hearing and address the Board members if you wish. The Board meeting will be held in the Genoa Charter Township Hall at 2911 Dorr Road in Brighton Michigan. The Board meeting will begin at 6:30 p.m.

If you have any additional questions, I can be reached at (810)227-5225. I can also be reached by e-mail at duffy@genoa.org

Sincerely,


Debra L. Rojewski
Assessor

Cc: Michael Archinal, Township Manager
Robin Hunt, Treasurer
State Tax Commission
Livingston County Treasurer
Livingston Intermediate School
Howell Public Schools
Brighton Area Fire Authority
Howell Library

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

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 1/14/11

RE: East and West Crooked Lakes Weed Control S.A. D.

Please find attached a letter from the President of the Tri-Lakes Riparian Association. He is requesting that the Township establish a special assessment district for weed control for West and East Crooked Lakes. He expresses frustration in the effort to gather signatures supporting the project (snowbirds/weekend cottages etc.). Because the petition language references a year for tax levy Township Counsel has opined that the signatures must be collected within one year. Some of the signatures on the information provided are from 2007. Considerable staff time has been expended in trying to determine whether signatures are valid and whether the signers still occupy their homes.

Under Public Act 188 a special assessment district may be established in one of two ways:

1. The Township can be the volition of the process, hold statutory public hearings and proceed so long as a blocking petition from 20% or more of the properties is not received. If a blocking petition is received the project cannot move forward until 51% of the properties express their support in written form.
2. The property owners are the volition of the process and provide signatures of support by more than 51% of the affected properties.

It should be noted that under either scenario the Township Board may, but is not obligated to, proceed. Typically Genoa has not been the volition of a special assessment district unless there is some compelling health safety issue such as sewers around lakes or water main in industrial parks. Our estimate from the information provided is that at least 37% of the property owners have signed a valid petition. The actual level of support is most likely significantly higher.

I recommend the Township initiate this project for the following reasons:

1. The pro-rata financial burden associated with a weed control project is much less than a road, water or sewer project.
2. The external implications of the district are minimal. As opposed to a lake level augmentation well.
3. We have a solid history of doing weed control special assessments on other Township lakes and they are popular and successful.

4. A significant amount of staff time has been expended in trying to verify signatures. A large amount of resource expense will be necessary if the district is owner initiated.
5. Clearly a significant amount of support for the project exists.
6. Trying to track down seasonal and occasional property users is an extreme burden on the petition circulators.
7. The process requires individual and public notice. If a significant amount of opposition is received at the public hearings you are not obligated to move forward. At that time you could require signatures from a majority of the property owners.

Please consider the following action:

Moved by _____, supported by _____, to direct staff to initiate a special assessment district for weed control for East and West Crooked Lakes.

Genoa Tri-Lakes Riparian Association
c/o 4828 Grover Drive – Brighton, MI 48116

January 13, 2011

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

Dear Mr. McCririe,

I am writing you and the township board as president of the Genoa Tri-Lakes Riparian Association for possible action on behalf of the 400 home owners surrounding East and West Crooked lakes. As I understand it you and the board have the power to make certain improvements by the township through Public Improvement Act 188 of 1954.

We have tried for two years to collect enough signatures (at least 50%) to initiate a weed management program through the DEQ approved use of chemical treatments. Our drive has collected some 210 deed holder signatures but now is told that because it did take us two years to collect the signatures that the petitions are not valid. Some petitions were missing a second (spouse) signature and others did not have the signature of the Circulator. The wording on the petition called for the work to be done in 2009 but we did not have enough signatures by then so your legal advisors told us that they are invalid.

Regardless, it is our position that at least 51% of the residents want the treatment. We have had several open meetings for residents to discuss the treatment and to answer questions they might have of the procedure. Much to my amazement we have had approximately 20 homeowners that have treated their immediate area themselves as has the Oak Pointe Marina. We hope that you see the benefit of having, I believe, the last lake in the area to be treated professionally so we all can benefit from the improved quality of the lakes.

Thank you in advance for your assistance in this matter. Please feel free to contact me at anytime at 248-709-1385 or through my email mikebreazeale@thepromotionagency.com

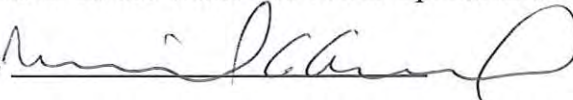
Submitted by

Mike Breazeale, President
Genoa Tri-Lakes Riparian Association



MEMO

TO: Honorable Members of the Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: January 12, 2011
RE: Approval of In-House Water and Sewer Operational Services

MANAGER REVIEW: 

.....

For consideration at tonight's Board Meeting is the approval of the expansion the Utility Department to include the employment of sewer and water operations personnel. Since Genoa Township began providing sewer and water services to residents in the late 1980s, operational services have been contracted out to Tetra Tech, OMI, Inc., and most recently Severn Trent Services. However, Genoa Township has been steadily increasing in-house capabilities, first through offering billing services, and subsequently through the addition of the director, engineer, and deputy director positions. Each of these additions has improved operational knowledge, reliability, asset management, and service to customers over what was obtained through contract operations alone.

Currently, the combination of contract operations and internal staff are responsible for Operation, Maintenance, Construction, Billing, Data Management, Financial Management, and Improvement Projects for:

- Three sanitary sewer and two water systems
- A customer base of over 20,000 people
- Approximately 300 miles of pipe, 1,600 fire hydrants, and 700 grinder pumps
- 56 lift stations, 7 water towers, & 4 water booster stations
- Approximately 72 square miles of geographic area
- Asset management of over \$1-billion in infrastructure

The current contract with Severn Trent Services is set to expire on April 10th, 2011. To save money and to improve management and control of the systems, we are recommending expanding the Township's existing Utility Department to include the addition of the sewer and water operations staff.

Supporting Documentation

Prior to making this recommendation, we performed a thorough evaluation of the benefits, drawbacks, and financial implications of bringing the operations staff in-house.

- *Attachment 1* contains a summary of the research we performed regarding other municipalities experiences of bringing utility operations in house. In summary, these municipalities observed cost savings, more control over their systems, and improved asset management of the infrastructure.

- *Attachment 2* is a table that compares in-house cost estimates to Severn Trent's proposed rates. We evaluated the cost of existing personnel, overtime, benefits, vehicles, fuel, and training. In summary, savings of approximately \$124,000 can be achieved in the first year, and potentially over \$900,000 over a five year term. These savings are attributable to the removal of redundant management and administrative staff and the elimination of profit with the contract operations firm. The financial figures utilized in the preparation of these estimates were reviewed by Ken Palka.
- Since the operations personnel will be employed by Genoa Township, we researched the existing staff's rates and found them to be in general conformance with the regional averages. In addition, there will be *no* inherited legacy costs with the addition of this staff as they will be hired as new employees to Genoa Township.
- *Attachment 3* is the existing line item budget for the Genoa Township DPW Fund, which is separate from the General Fund. Currently, the contract operations firm is paid out of each of the separate utility funds (MHOG, Genoa Oceola, Lake Edgewood, and Oak Pointe). To evaluate the impact of expanding the utility department to include operational personnel we have modified the existing DPW Fund. As *attachment 3* shows, we have increased the reimbursement from the DPW Fund to the Genoa General Fund from \$20,000 to \$50,000 to cover the additional burden on the existing support staff for payroll and associated functions.
- *Attachment 4* is the proposed organizational chart for the expanded Genoa Township Utility Department. In many ways, this organization chart documents the manner in which we have been operating for the past several years as the existing internal staff has directed, supported, and evaluated the work of the current contract operators.

As shown on attachment 3, the MHOG and Genoa Oceola Boards contribute over 70% of the funding for the expanded Genoa Township Utility Department. We are pleased to report that both the MHOG and Genoa Oceola Boards approved hiring Genoa Township to provide operational services at their December 2010 meetings.

Conclusion

This consolidation to bring operations in house exhibits how three independent governing bodies comprising four separate townships and five utility systems can work together to provide efficiency in government that will result in:

1. Cost savings for the residents served by the systems
2. Improved service for the residents of the systems
3. Improved level of expertise and staffing that the systems could not support individually
4. Improved data management for each of the systems
5. Ability to add equipment that can be shared among all systems, providing services that cannot be performed individually
6. Longer staff retention which allows improved internal skill development reducing costs from outside services such as mechanical contractors and electricians.

Based on the above explanation and the attached documents, please consider the following motion:

Moved by _____, supported by _____ to expand the Township Utility Department to include the addition of sewer and water operational staff with a start date of April 10, 2011.

Attachment 1

**Review of Municipality Experience
with
Contract Operations**

Contract Operations Review of Municipalities Experiences

Prior to evaluating the potential of bringing sewer and water operational services in-house, we evaluated available literature from other municipalities regarding the benefits of contract services from in-house operations. Following is a summary of some of the concerns of contract operations. Throughout the 20 years that our systems have been operated by outside firms, we have experienced each of these at one time or another:

- 1) Inadequate performance
- 2) Higher cost
- 3) Reduced control
- 4) Difficulty negotiating a contract with clear language that addresses all issues
- 5) No capital investment in facilities
- 6) Difficult to protect the infrastructure in the long term
 - a. Deficiencies in maintenance
 - b. Poor condition of facilities
- 7) Liability still with municipality
- 8) No assistance with collection system violations
- 9) Greater employee turnover
- 10) Started Off Great – Lost Resources, Didn't perform Maintenance, Quicker Deterioration of Infrastructure

From our research, there were three key conclusions drawn from Municipalities that brought operational resources in house:

- 1) Cost Savings
- 2) Enjoyed More Control over Systems
- 3) Improved Asset Management

SOURCES:

U.S. Wastewater Contract Operations: Contract Details and Views of Contracting, Houtsma et.al., ERSA 2003 Congress.

City of Rockland, Maine

Creating Public-Private Partnerships in Wastewater Treatment, Mays and Roy, OMI, Inc.

Journal of Water Pollution Control Federation , Vol. 57, No. 7

Attachment 2

Utility Department Savings per Year

DPW Estimated Savings Per Year vs. Contract Operations

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL cost over 5 years
DPW (includes OT,BENEFITS)	\$1,223,160.44	\$1,233,209.48	\$1,243,359.02	\$1,253,610.05	\$1,263,963.59	\$6,217,302.58
Vehicles Payback (5yrs FIX RATE)	\$65,800.00	\$65,800.00	\$65,800.00	\$65,800.00	\$65,800.00	\$329,000.00
Fuel	\$49,000.00	\$49,490.00	\$49,984.90	\$50,484.75	\$50,989.60	\$249,949.25
Training, Uniform, etc.	\$86,500.00	\$87,365.00	\$88,238.65	\$89,121.04	\$90,012.25	\$441,236.93
<i>DPW COST</i>	\$1,424,460.44	\$1,435,864.48	\$1,447,382.57	\$1,459,015.83	\$1,470,765.43	\$7,237,488.76
<i>STES COST (@2.5% inc. yr)</i>	\$1,548,793.00	\$1,587,512.83	\$1,627,200.65	\$1,667,880.66	\$1,709,577.68	\$8,140,964.81
Projected DPW Savings	\$124,332.56	\$151,648.34	\$179,818.08	\$208,864.83	\$238,812.25	\$903,476.05

Attachment 3

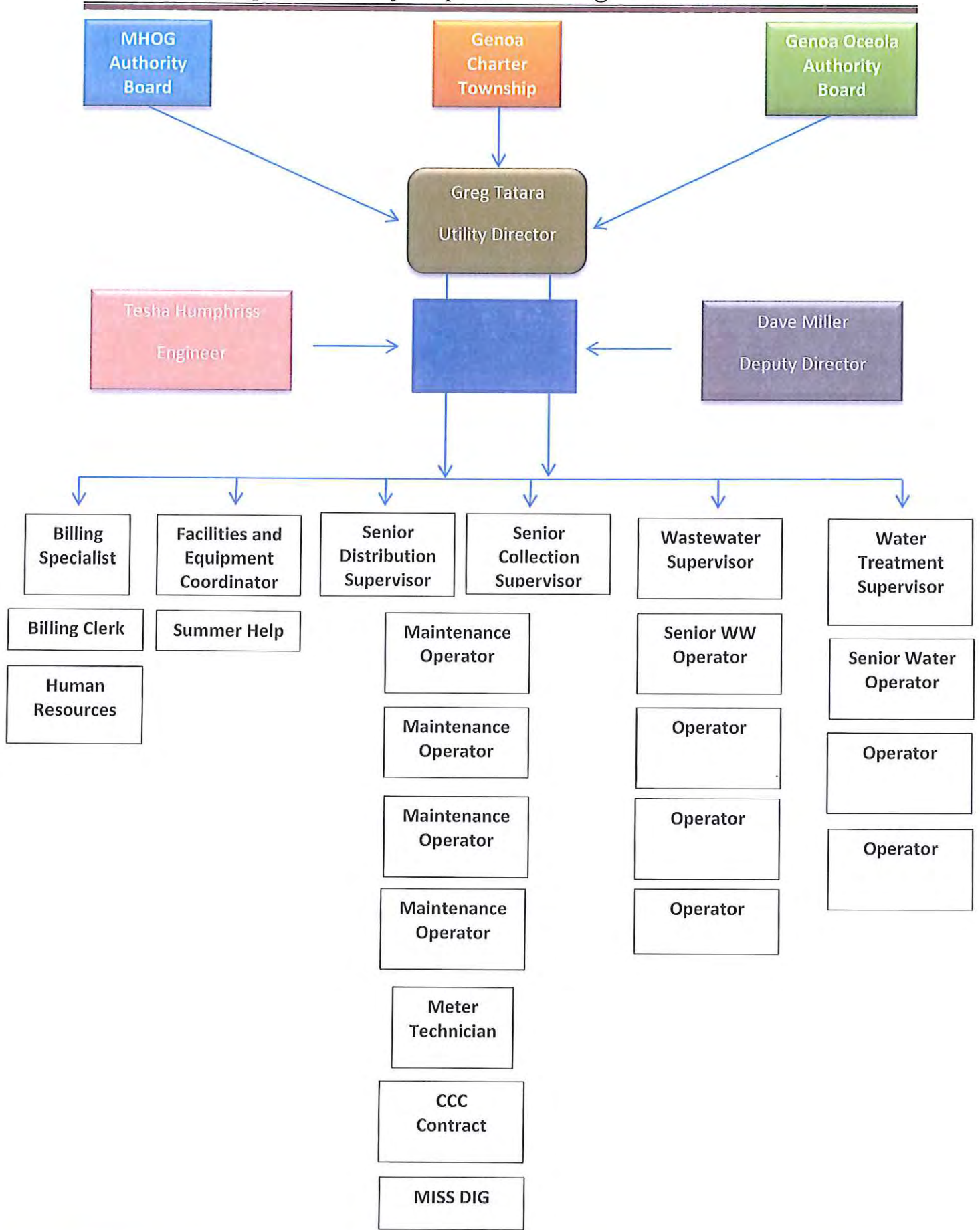
Genoa Township DPW Fund

GENOA TOWNSHIP - DPW FUND #503
 BUDGET WORKSHEET
 ESTIMATE FOR IN HOUSE DPW SERVICES

ACCOUNT#	ACCOUNT DESCRIPTION	PROPOSED ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2011	In-House DPW ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012	STES ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/2012	Annual Savings
REVENUES					
402	FEES - MARION SEWER	14,500	14,500	14,500	
404	FEES - G/O SEWER	168,000	185,500	185,500	
406	FEES - OP WATER/SEWER	65,000	72,500	72,500	
408	FEES - LE WATER/SEWER	26,000	31,000	31,000	
410	FEES - PC WATER/SEWER	14,000	14,000	14,000	
412	FEES - MHOG WATER	175,000	195,000	195,000	
414	FEES - GENOA TWP - GF/ESCROWS	27,000	27,000	27,000	
420	OTHER INCOME	500	500	500	
440	INTEREST INCOME	75	75	75	
460	TRANS IN - OTHER FUNDS	0	0	0	
461	MHOG Labor Fees		596,879	664,366	67,487
462	G-O Labor Fees		370,318	412,189	41,871
463	Oak Pointe Sewer Labor Fees		189,682	211,129	21,447
464	Oak Pointe Water Labor Fees		145,984	162,490	16,506
465	Lake Edgewood Labor Fees		88,787	98,826	10,039
	TOTAL REVENUES	490,075	1,931,726	2,089,075	157,349
EXPENDITURES					
600	AUDIT/ACCOUNTING SERVICES	6,200	6,200	6,200	
601	AUTO ALLOWANCE	6,000	6,000	6,000	
602	ADMINISTRATIVE EXPENSES	20,000	50,000	20,000	
604	CONFERENCES/DUES	4,000	4,000	4,000	
606	CONTINGENCY	5,000	5,000	5,000	
608	EMPLOYERS SHARE FICA	24,000	29,000	29,000	
609	COMPUTER EXPENSES	5,000	5,000	5,000	
612	INSURANCE BCBS/OTHER	55,000	67,000	67,000	
613	LEGAL	1,500	1,500	1,500	
614	METER SERVICES - CONTRACTOR	1,000	1,000	1,000	
617	OFFICE EXPENSES	4,000	4,000	4,000	
618	OTHER EXPENSES	1,000	1,000	1,000	
619	POSTAGE/SHIPPING	7,000	7,000	7,000	
625	REPAIRS & MAINTENANCE	1,000	1,000	1,000	
627	RETIREMENT	30,000	36,000	36,000	
628	STORM WATER	5,000	2,500	2,500	
630	SUPPLIES & TOOLS	10,000	10,000	10,000	
631	SALARY - DEPUTY DIRECTOR		60,000	60,000	
632	SALARY - DIRECTOR	83,000	82,500	82,500	
633	SALARY - IN HOUSE ENGINEER	75,000	45,000	45,000	
634	SALARY - OTHER	112,000	112,000	112,000	
635	SALARY - SODIUM INSPECTIONS	1,500	1,500	1,500	
650	TRAILER UTILITIES	0	0	0	
652	TELEPHONE - CUSTOMER LINE	2,000	2,000	2,000	
654	TELEPHONE - G/O PLANT	0	0	0	
656	TELEPHONE - MOBILE PHONES	4,100	4,100	4,100	
658	TRUCK/AUTO EXPENSES	7,500	7,500	7,500	
660	TRAILER RENTAL	0	0	0	
665	CAPITAL OUTLAY (TRUCK/EQUIP)	0	0	0	
670	TRANSFER TO DPW RESERVE FUND #504	10,000	10,000	10,000	
675	UNIFORMS & PROTECTIVE CLOTHING	2,600	2,600	2,600	
676	DPW Expenses		1,341,651	0	
677	STES Expense		0	1,549,000	
	TOTAL EXPENDITURES	483,400	1,905,051	2,082,400	
	CHANGE IN FUND BALANCE	6,675	26,675	6,675	
	BEGINNING FUND BALANCE	21,055	21,055	21,055	
	ENDING FUND BALANCE	27,730	47,730	27,730	

Attachment 4
Organization Chart

Proposed Utility Department Organization Chart





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: January 14, 2011
Re: Planning Commission Ordinance Adoption

Manager Review: 

Dear Honorable Officials and Trustees,

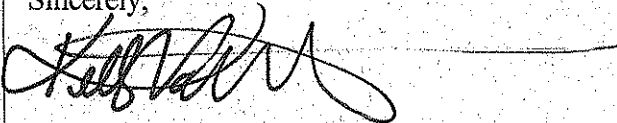
The new Michigan Planning Enabling Act (P.A. 33 of 2008, as amended) requires that all Planning Commissions in the State of Michigan are formed by ordinance. The Act requires Township's whose Planning Commissions were formed by Resolution to repeal said resolution and adopt an ordinance. The deadline for this action in the statute is July 1, 2011. Attached please find the 1971 Resolution creating the Planning Commission and the proposed Ordinance to repeal and recreate the Commission under the current statute. The January 18, 2011 Board Meeting should be the first reading of the proposed Ordinance. The Ordinance should be considered for adoption at the February 7, 2011 meeting.

Staff recommends the following action on agenda item #12:

Moved by _____, supported by _____ to introduce the proposed "Genoa Charter Township Planning Commission" ordinance and to set the date for consideration of the ordinance for adoption on February 7, 2011.

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

Sincerely,



Kelly VanMarter
Planning Director

1 Supervisor
Gary T. McCrie

Clerk
Paulette A. Skolaris

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

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



GENOA TOWNSHIP
Livingston County, Michigan

71-2

No. 71-2

RESOLUTION

At a regular meeting of the Genoa Twp. Board called to order by Sherman Haller, Supervisor on Friday *February 12, 1971* at 8:00 P.M. the following Resolution was offered:- moved by *Dorothy Musch* supported by *Lucille Flynn*

That the Township of Genoa, Livingston County, Michigan, hereby declares intent to create a Twp. Planning Commission with power to make, adopt, extend, add to or otherwise amend, and carry out plans for the unincorporated portions of the township as provided in Act. No. 168 of the Public Acts of 1959, and that the twp. further by resolution, may transfer to the Planning Commission all powers, duties and responsibilities provided by Act No. 184 of Public Acts of 1943, as amended, being Sections 125.271 to 125.301 of the compiled Laws of 1948, for Zoning Boards created thereunder,

be considered for	Approval	Disapproval
	Yeas: 4	Yeas: 0
	Nays: 0	Nays: 0
	Absent: 1	Absent: 0

It is the consensus of this legislative body that the application be for issuance.

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Genoa Twp Board at a regular meeting held on *February 12, 1971*.

Subscribed, sworn to and acknowledged before me this 12th day of FEBRUARY 1971
Robert W. Fendley
 Notary Public

Dorothy Verellen
 Dorothy Verellen,
 Genoa Twp. Clerk

My Commission expires:
 JULY 14, 1974

3430 Dorr Rd., Brighton, Michigan 48116

ORDINANCE NO. _____

PLANNING COMMISSION ORDINANCE
GENOA CHARTER TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN

WHEREAS, GENOA CHARTER TOWNSHIP DID ESTABLISH THE GENOA TOWNSHIP PLANNING COMMISSION BY RESOLUTION NO. 71-2 ON FEBRUARY 12, 1971, AND IT IS NOW DESIRED TO REPEAL THE EXISTING RESOLUTION AND ADOPT THIS ORDINANCE TO INSURE PROPER RECORD OF THE ACTION IS CREATED, NOW THEREFORE, GENOA CHARTER TOWNSHIP ORDAINS THAT SAID ORDINANCE SHALL READ AS FOLLOWS:

GENOA CHARTER TOWNSHIP PLANNING COMMISSION ORDINANCE

AN ORDINANCE to create a Planning Commission for Genoa Charter Township as authorized by P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.* for the purpose of having planning and zoning in Genoa Charter Township, to create, organize, enumerate powers and duties, and to provide for the regulation and subdivision of land, coordinated and harmonious development of Genoa Township; and to function in cooperation with other constituted authorities of incorporated and unincorporated areas within the state where Genoa Charter Township exists.

GENOA CHARTER TOWNSHIP ORDAINS:

Section 1. Creation. There shall be a Genoa Charter Township Planning Commission pursuant to P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, M.C.L. 125.3801 *et. seq.*, hereinafter referred to as the Commission with the powers and duties as therein set forth and as hereinafter provided. This ordinance shall be officially known and described as the "Genoa Charter Township Planning Commission Ordinance."

Section 2. Membership.

- A. The Commission shall consist of 7 members appointed by the Township Supervisor, subject to approval by the majority of the members of the Township Board of Trustees. To be qualified to be a member and remain a member of the Planning Commission, the individual shall be a qualified elector of Genoa Charter Township, except that one member may be a non-qualified elector.
- B. Members shall be appointed for three-year terms. If a vacancy occurs, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment. As nearly as possible, the terms of $\frac{1}{3}$ of all Commission members should continue to expire each year.

- C. One member shall also be a member of the Township Board of Trustees, whose term of office shall coincide with his or her elected term of office on the Township Board of Trustees.
- D. The membership shall be representative of the important segments of the community, such as the economic, governmental, educational, and social development of Genoa Charter Township, in accordance with the major interests as they exist in the Township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce.
- E. The membership shall also be representative of the entire geography of the Township to the extent practicable, and as a secondary consideration to the representation of the major interests.

Section 3. Removal from Office. The Board of Trustees may remove a member of the Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure to disclose a potential conflict of interest shall be considered malfeasance in office. Failure to repeatedly attend Commission meetings shall be considered nonfeasance in office.

Section 4. Membership; Vacancies. The Township Board shall fill any vacancy in the membership of the Commission for the unexpired terms in the same manner as the initial appointment.

Section 5. Membership; Compensation. All members of the Planning Commission shall be compensated as provided by separate Resolution of the Genoa Charter Township Board of Trustees.

Section 6. Meetings.

- A. The Commission shall meet at least four times a year and a majority of the Commission shall constitute a quorum for the transaction of the ordinary business of said Commission and all questions which shall arise at their meetings shall be determined by a vote of the majority of the members of the Planning Commission.
- B. The affirmative vote of $\frac{2}{3}$ of the total number of seats for members of the Commission, regardless if vacancies or absences exist or not, shall be necessary for the adoption, or recommendation for adoption, of any plan or amendment to a plan.

Section 7. Meetings; Records. The Commission shall adopt Bylaws for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record.

Section 8. Capital Improvements Program. The Planning Commission shall be exempted from the requirement of PA 33 of 2008, MCL 125.3865, requiring annual preparation and submission to the Board of Trustees of a capital improvements program. The Township Board of Trustees shall delegate the preparation of the capital improvements program, separate from or as part of the annual budget, to the chief elected official or a non-elected administrative official, subject to final approval and adoption by the Board of Trustees.

Section 9. Approval, Ratification, and Reconfirmation. All official actions taken by the Genoa Charter Township Planning Commission preceding the Commission created by this ordinance are hereby approved, ratified and reconfirmed. Any project, review, or process taking place at the effective date of this Ordinance shall continue with the Commission created by this Ordinance, subject to the requirements of this Ordinance, and shall be deemed a continuation of any previous Genoa Township Planning Commission. This Ordinance shall be in full force and effect from and after its adoption and publication.

Section 10. Repeals. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 11. Severability. Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

Section 12. Effective Date. This Ordinance was adopted by the Genoa Charter Township Board of Trustees at the regular meeting held on _____ and ordered to be given publication in the manner required by law. This ordinance shall be effective upon publication.

Copies of the Ordinance may be obtained from the Genoa Township Hall, located at 2911 Dorr Road, Brighton, Michigan 48116.

On the motion to adopt the Ordinance the following vote was recorded:

Yeas:

Nays:

Absent:

I hereby approve the adoption of the foregoing Ordinance this ____ day of _____, 2011.

Paulette Skolarus
Township Clerk

Gary McCririe
Township Supervisor

Township Board First Reading: January 17, 2011

Date of Publication of Proposed Ordinance:

Township Board Second Reading and Adoption:

Date of Publication of Ordinance Adoption:

Effective Date: