

GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
MAY 2, 2011
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: 05-2-11

Approval of Regular Agenda:

3. Request for approval of refuse collection contract with Duncan Disposal.
4. Request for approval of a proposal from Superior Play for the installation of playground equipment at the Township hall property.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : May 2, 2011

| | |
|---|---------------------|
| TOWNSHIP GENERAL EXPENSES: Thru May 2, 2011 | \$72,475.60 |
| April 29, 2011 Bi Weekly Payroll | \$62,181.26 |
| May 2, 2011 Monthly Payroll | \$11,122.12 |
| OPERATING EXPENSES: Thru May 2, 2011 | \$116,052.34 |
| TOTAL: | <u>\$261,831.32</u> |

| <u>Check Number</u> | <u>Vendor No</u> | <u>Vendor Name</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|------------------|--------------------------------|-------------------|---------------------|
| 27304 | ARCHINAL | Michael Archinal | 04/21/2011 | 106.29 |
| 27305 | ESTRADA | Dave Estrada | 04/21/2011 | 26.97 |
| 27306 | GRAY | Renee Gray | 04/21/2011 | 29.19 |
| 27307 | Hagen | Debbie Hagen | 04/21/2011 | 22.38 |
| 27308 | Hanus | Carol Hanus | 04/21/2011 | 42.32 |
| 27309 | HUMPHT | Tesha Humphriss | 04/21/2011 | 42.00 |
| 27310 | HUNTR | ROBIN HUNT | 04/21/2011 | 36.93 |
| 27311 | LEDFORD | Jean Ledford | 04/21/2011 | 3.60 |
| 27312 | Lind | Tammy Lindberg | 04/21/2011 | 23.92 |
| 27313 | MCCRIRIE | Gary McCririe | 04/21/2011 | 81.68 |
| 27314 | Miller | David Miller | 04/21/2011 | 46.16 |
| 27315 | MORTENSE | H.J. Mortensen | 04/21/2011 | 7.20 |
| 27316 | MROCZKA | Laura Mrocza | 04/21/2011 | 47.31 |
| 27317 | ROJEWSKI | Debra Rojewski | 04/21/2011 | 62.16 |
| 27318 | RUTHIG A | Amy Ruthig | 04/21/2011 | 25.40 |
| 27319 | Saari | Karen Saari | 04/21/2011 | 24.00 |
| 27320 | Sitnar | Susan Sitner | 04/21/2011 | 34.95 |
| 27321 | SKOLAR P | Paulette Skolarus | 04/21/2011 | 88.33 |
| 27322 | SMITH T | Todd Smith | 04/21/2011 | 3.60 |
| 27323 | SMITHJ | Judith Smith | 04/21/2011 | 30.92 |
| 27324 | TATARAG | Greg Tatara | 04/21/2011 | 98.77 |
| 27325 | VanMarte | Kelly VanMarter | 04/21/2011 | 50.00 |
| 27326 | VANTASSE | Adam Vantassell | 04/21/2011 | 44.16 |
| 27327 | WildmanS | Steve Wildman | 04/21/2011 | 3.60 |
| 27328 | WILLIAMS | Angela Williams | 04/21/2011 | 50.97 |
| 27329 | Zerbyd | Diane Zerby | 04/21/2011 | 27.68 |
| 27330 | ACCIDENT | Accident Fund Company | 04/21/2011 | 13,676.00 |
| 27331 | ADT | ADT Security Services, Inc. | 04/21/2011 | 386.47 |
| 27332 | ATT& IL | AT&T | 04/21/2011 | 603.63 |
| 27333 | BLUE CRO | Blue Cross & Blue Shield Of Mi | 04/21/2011 | 23,314.80 |
| 27334 | BULLET | Bullet Handyman Services | 04/21/2011 | 375.00 |
| 27335 | CARDM | Chase Card Services | 04/21/2011 | 6,232.75 |
| 27336 | Chris Tr | Chris' Tree Service, LLC | 04/21/2011 | 7,000.00 |
| 27337 | DTE EN | DTE Energy | 04/21/2011 | 206.77 |
| 27338 | DTE LAKE | DTE Energy | 04/21/2011 | 712.58 |
| 27339 | EHIM | EHIM, INC | 04/21/2011 | 1,405.60 |
| 27340 | ETNA SUP | Etna Supply Company | 04/21/2011 | 2,670.00 |
| 27341 | FarmLand | FarmLand Services | 04/21/2011 | 5,000.00 |
| 27342 | LEO'S CU | Leo's Custom Sprinkler Service | 04/21/2011 | 371.00 |
| 27343 | Lincoln | Lincoln National Life Ins Co. | 04/21/2011 | 1,448.60 |
| 27344 | RUFFC | Connie Ruff | 04/21/2011 | 202.50 |
| 27345 | SIGNWRKS | Sign Works | 04/21/2011 | 330.00 |
| 27346 | Total En | Total Energy Systems, LLC | 04/21/2011 | 460.00 |
| 27347 | VERIZONW | Verizon Wireless | 04/21/2011 | 221.73 |
| 27348 | Administ | Total Administrative Services | 04/29/2011 | 869.19 |
| 27349 | Equitabl | Equivest Unit Annuity Lock Box | 04/29/2011 | 455.00 |
| 27350 | MISDU | Michigan State Disbursement Un | 04/29/2011 | 207.13 |
| 27351 | Equitabl | Equivest Unit Annuity Lock Box | 05/02/2011 | 20.00 |
| 27352 | Ackley | Amy Ackley | 05/02/2011 | 54.00 |
| 27353 | ARCHINAL | Michael Archinal | 05/02/2011 | 500.00 |
| 27354 | AT&TLONG | AT&T Long Distance | 05/02/2011 | 81.00 |
| 27355 | Beaton | James Beaton | 05/02/2011 | 40.00 |
| 27356 | Bedoway | Jessie Bedoway | 05/02/2011 | 20.00 |
| 27357 | Birecki | Dennis Birecki | 05/02/2011 | 20.00 |
| 27358 | Blumenau | Cynthia Blumenau | 05/02/2011 | 69.00 |
| 27360 | BradyK | Kevin Brady | 05/02/2011 | 40.00 |
| 27361 | Campbell | Michael Campbell | 05/02/2011 | 60.00 |
| 27362 | Clearwat | Clearwater Systems | 05/02/2011 | 51.60 |
| 27363 | Dunn | Amy Dunn | 05/02/2011 | 69.00 |
| 27364 | Fisher | Edward Fisher | 05/02/2011 | 20.00 |
| 27366 | HUMPHT | Tesha Humphriss | 05/02/2011 | 200.00 |
| 27367 | HUNTR | ROBIN HUNT | 05/02/2011 | 41.36 |

| <u>Check Number</u> | <u>Vendor No</u> | <u>Vendor Name</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|------------------|--------------------------------|------------------------------------|---------------------|
| 27368 | J.J.JINK | J.J. Jinkleheimer & Co. | 05/02/2011 | 200.00 |
| 27369 | Jacobs | Karen Jacobs | 05/02/2011 | 27.00 |
| 27370 | LarsonK | Keith Larson | 05/02/2011 | 20.00 |
| 27371 | Equitabl | Equivest Unit Annuity Lock Box | 07/01/2009 <i>error</i> | <u>20.00</u> |
| 27372 | Lind Bry | Bryan Lindberg | 05/02/2011 | 60.00 |
| 27373 | LINDBYRC | BRYCE LINDBERG | 05/02/2011 | 60.00 |
| 27374 | MASTER M | Master Media Supply | 05/02/2011 | 257.37 |
| 27375 | MICHAS | Michigan Assoc. of Planning | 05/02/2011 | 300.00 |
| 27376 | Net serv | Network Services Group, L.L.C. | 05/02/2011 | 45.00 |
| 27377 | PerryD | Dawn Perry | 05/02/2011 | 84.00 |
| 27378 | SHELL | Shell | 05/02/2011 | 883.59 |
| 27379 | SKOLAR P | Paulette Skolarus | 05/02/2011 | 58.50 |
| 27380 | TRI COUN | Tri County Cleaning Supply Inc | 05/02/2011 | 153.26 |
| 27381 | VanMarte | Kelly VanMarter | 05/02/2011 | 164.73 |
| 27382 | VERIZONW | Verizon Wireless | 05/02/2011 | 273.96 |
| 27383 | WALMART | Walmart Community | 05/02/2011 | 193.80 |
| 27384 | Warnecke | Penny Warnecke | 05/02/2011 | 77.00 |
| 27385 | WASTE MA | Waste Management | 05/02/2011 | 600.00 |
| 27386 | WildmanS | Steve Wildman | 05/02/2011 | 301.16 |
| 27387 | Boyajian | Karen Boyajian | 05/02/2011 | 20.00 |
| 27388 | Harrity | Lauri Harrity | 05/02/2011 | 47.00 |
| 27389 | Lauinger | Margaret Lauinger | 05/02/2011 | 60.00 |
| 27390 | COMCAST | COMCAST | 05/02/2011 | 94.03 |

Report Total:

72,495.60

20.00
72,475.60

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 04/21/2011 - 09:11

Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|-------|-----------|--------------------------------|------------|--------------------|--|
| 27348 | Administ | Total Administrative Services | 04/29/2011 | | 869.19 |
| | | | | Check 27348 Total: | 869.19 |
| 10080 | AETNA LI | Aetna Life Insurance & Annuity | 04/29/2011 | | 25.00 |
| | | | | Check 10080 Total: | 25.00 |
| 10081 | EFT-FED | EFT- Federal Payroll Tax | 04/29/2011 | | 6,776.51 2,485.72 3,669.38 858.17 858.17 |
| | | | | Check 10081 Total: | 14,647.95 |
| 10082 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 04/29/2011 | | 499.80 |
| | | | | Check 10082 Total: | 499.80 |
| 27349 | Equitabl | Equivest Unit Annuity Lock Box | 04/29/2011 | | 455.00 |
| | | | | Check 27349 Total: | 455.00 |
| 10083 | FIRST NA | First National Bank | 04/29/2011 | | 300.00 2,640.00 42,537.19 |

Check 10083 Total: 45,477.19

27350 MISDU Michigan State Disbursement Un 04/29/2011 FIPS 2616300 207.13

Check 27350 Total: 207.13

Report Total: 62,181.26

**First National
Direct Deposit
APRIL 29, 2011
Bi-Weekly Payroll**

| Employee Name | Debit Amount | Credit Amount |
|-----------------------|---------------------|----------------------|
| Genoa Township | \$45,477.19 | |
| Aaron Korpela | | \$978.27 |
| Adam Van Tassell | | \$1,098.40 |
| Alex Chimpouras | | \$1,882.31 |
| Amy Ruthig | | \$945.97 |
| Angela Williams | | \$0.00 |
| Caitlin Nims | | \$994.45 |
| Carol Hanus | | \$1,224.56 |
| Craig Bunkoske | | \$1,539.22 |
| Daniel Schlack | | \$941.62 |
| Dave Estrada | | \$1,348.90 |
| David Miller | | \$1,919.20 |
| Debbie Hagen | | \$591.54 |
| Deborah Rojewski | | \$2,394.05 |
| Dennis Smith | | \$268.27 |
| Diane Zerby | | \$619.13 |
| Duane Chatterson | | \$1,358.81 |
| Eric Hartman | | \$1,068.50 |
| Greg Tatara | | \$2,480.20 |
| Jeffrey Meyers | | \$1,081.81 |
| Joe Szabelski | | \$784.86 |
| Judith Smith | | \$1,194.14 |
| Karen J. Saari | | \$974.00 |
| Kelly VanMarter | | \$1,995.97 |
| Kyle Mitchell | | \$1,180.55 |
| Laura Mroczka | | \$1,677.86 |
| Martin Reich | | \$1,469.23 |
| Michael Archinal | | \$2,868.58 |
| Renee Gray | | \$1,124.26 |
| Richard Bigham | | \$1,710.96 |
| Robin Hunt | | \$1,343.73 |
| Scott Lowe | | \$1,567.72 |
| Steven Anderson | | \$1,605.81 |
| Susan Sitner | | \$866.01 |
| Tammy Lindberg | | \$980.38 |
| Tesha Humphriss | | \$1,397.92 |
| Total Deposit | | \$45,477.19 |

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 04/21/2011 - 11:35

Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|--------------------|-----------|--------------------------------|------------|------------|--|
| 10084 | EFT-FED | EFT- Federal Payroll Tax | 05/02/2011 | | 1,805.89 461.10 680.70 159.18 159.18 |
| Check 10084 Total: | | | | | 3,266.05 |
| 10085 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 05/02/2011 | | 212.66 |
| Check 10085 Total: | | | | | 212.66 |
| 27351 | Equitabl | Equivest Unit Annuity Lock Box | 05/02/2011 | | 20.00 |
| Check 27351 Total: | | | | | 20.00 |
| 10086 | FIRST NA | First National Bank | 05/02/2011 | | 7,573.41 50.00 |
| Check 10086 Total: | | | | | 7,623.41 |
| Report Total: | | | | | 11,122.12 |

**First National
Direct Deposit
MAY 2, 2011
Monthly Payroll**

| <u>Employee Name</u> | <u>Debit Amount</u> | <u>Credit Amount</u> |
|-----------------------------|----------------------------|---------------------------------|
| Genoa Township | \$7,623.41 | |
| Adam Van Tassel | | \$530.93 |
| Gary McCririe | | \$2,285.26 |
| H.J. Mortensen | | \$346.46 |
| Jean Ledford | | \$482.38 |
| Paulette Skolarus | | \$3,303.99 |
| Steve Wildman | | \$330.49 |
| Todd Smith | | \$343.90 |
| Total Deposit | | <u><u>\$7,623.41</u></u> |

#503 DPW UTILITY FUND
Payment of Bills
April 13 through May 2, 2011

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|----------------------------------|---------------------------------|--------------------------|
| Check | 04/14/2011 | 1674 | Auto Zone | Inv 2170236056 | -9.59 |
| Check | 04/14/2011 | 1675 | Broner | Order # 923925-00 | -239.91 |
| Check | 04/14/2011 | 1676 | J.J.Jinkleheimer | Inv 26693 | -162.00 |
| Check | 04/14/2011 | 1677 | Jack Doheny Supplies, Inc. | Inv A47664 dated 4/1/2011 | -4,272.40 |
| Check | 04/14/2011 | 1678 | NORTHWEST ENERGY | Sale # 1266 dated 3/31/2011 | -557.83 |
| Check | 04/14/2011 | 1679 | LOWE'S | March 2011 statement | -276.61 |
| Check | 04/14/2011 | 1680 | SENSUS USA | Inv ZA12000122 yearly renewal | -1,452.00 |
| Check | 04/14/2011 | 1681 | SEVERN TRENT ENVIRONMENTAL | Inv #'s 2053200 & 2053059 | -11,188.56 |
| Check | 04/14/2011 | 1682 | TETRA TECH, INC. | Inv 50444596 | -2,487.68 |
| Check | 04/14/2011 | 1683 | Tractor Supply Co. | Acct 6035 3012 0324 0252 | -83.60 |
| Check | 04/20/2011 | 1684 | Chase Card Services | 3 Dell OptiPlex 780's DPW | -2,648.94 |
| Check | 04/27/2011 | 1685 | American Water Works Association | Eric Hartman renewal membership | -68.00 |
| Check | 04/27/2011 | 1686 | Verizon Wireless | cell phone charges DPW | -314.42 |
| Check | 04/27/2011 | 1687 | Victory Lane Quick Oil Change | Invoice 9954 | -35.98 |
| TOTAL | | | | | <u>-23,797.52</u> |

#504 DPW RESERVE FUND
Payment of Bills
April 13 through May 2, 2011

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

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
April 13 through May 2, 2011

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|----------------------------|--|--------------------------|
| Check | 04/14/2011 | 1927 | Brighton Analytical L.L.C. | March 28 - April 7, 2011 invoices | -231.00 |
| Check | 04/14/2011 | 1928 | Consumers Energy | Service from 3/8 - 4/5/11 | -784.33 |
| Check | 04/14/2011 | 1929 | Mancuso & Cameron | RE: Davita Matter | -75.00 |
| Check | 04/14/2011 | 1930 | City Of Brighton | Northstar #1 Conf/Northstar #2/Lake Edge | -13,478.61 |
| Check | 04/14/2011 | 1931 | SEVERN TRENT ENVIRONMENTAL | Inv STES 2053199 | -2,707.30 |
| Check | 04/14/2011 | 1932 | Tetra Tech Inc. | Inv # 50444607 | -135.42 |
| Check | 04/15/2011 | 1933 | AT&T | April 7 - May 6, 2011 | -264.97 |
| Check | 04/15/2011 | 1934 | G/O SEWER | Maintenance/Billing fees LE 4/10 - 4/11 | -6,560.56 |
| Check | 04/27/2011 | 1935 | AT&T | April 13 - May 12, 2011 | -46.12 |
| TOTAL | | | | | <u>-24,283.31</u> |

**#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
April 13 through May 2, 2011**

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|----------------------------|--------------------------------------|--------------------------|
| Check | 04/15/2011 | 2055 | BRIGHTON ANALYTICAL | March 28 - April 7, 11 invoices | -268.00 |
| Check | 04/15/2011 | 2056 | CORRPRO COMPANIES | Inv SS094871 | -500.00 |
| Check | 04/15/2011 | 2057 | NORTHWEST PIPE AND SUPPLY | Inv #s 109809, 109839, 109992 | -147.05 |
| Check | 04/15/2011 | 2058 | G/O SEWER AUTHORITY | Maintenance/billing fees - OP Inv 27 | -24,802.62 |
| Check | 04/15/2011 | 2059 | SEVERN TRENT ENVIRONMENTAL | Inv #'s STES 2053198, 204, 059 | -10,321.37 |
| Check | 04/15/2011 | 2060 | TETRA TECH, INC. | Inv 50444606 | -281.74 |
| Check | 04/15/2011 | 2061 | UIS PROGRAMMABLE SERVICES | Inv 530337368 | -684.00 |
| Check | 04/15/2011 | 2062 | WASTE MANAGEMENT | Inv 7110807-1389-6 | -60.65 |
| Check | 04/15/2011 | 2063 | AT & T | April 7 - May 6, 2011 phones | -446.14 |
| Check | 04/27/2011 | 2064 | AT & T | April 19 - May 18, 2011 phones | -211.92 |
| TOTAL | | | | | <u>-37,723.49</u> |

**#592 OAK POINTE W/S - Capital Improvement
Payment of Bills
April 13 through May 2, 2011**

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

**#595 PINE CREEK W/S FUND
Payment of Bills
April 13 through May 2, 2011**

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|---------------------|-----------------------------------|--------------------------|
| Check | 04/14/2011 | 2075 | City of Brighton | Acct 003054-000 JAN - MARCH, 2011 | -29,748.02 |
| Check | 04/14/2011 | 2076 | Etna Supply Company | Inv S1000086693.001 | -500.00 |
| TOTAL | | | | | <u>-30,248.02</u> |

GENOA CHARTER TOWNSHIP
Board of Trustees
Regular Meeting
April 18, 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 four persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 04-04-11

Approval of Regular Agenda:

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

3. Presentation from Eric J. Sheffer, P.E. regarding playground equipment on the Township hall property.

It was the consensus of the board to request that the Administrative Committee meet again with Mr. Sheffer and finalize the design and coordinate the colors for the construction and installation of the playground equipment for the township hall.

4. Discussion of the Township's participation in the Southeast Livingston County Recreation Authority.

Archinal – At the last meeting there was discussion indicating the Board's willingness to renew participation in SELCRA. I recommend that we become full members with voting privileges.

Board members raised the following concerns: Exposure to existing and future liabilities is a primary concern, the repair of the soccer field that was damaged when SELCRA leased the site to others, that the township be a full voting member of SELCRA, the chairman of the board should be an elected member of a municipality, and an option to withdraw from membership

every year. Archinal was asked to again contact SELCRA to discuss with them the concerns raised this evening and negotiate terms that would be a benefit to Genoa Charter Township.

Moved by Skolarus, supported by Mortensen, to table the discussion concerning participation in SELCRA until existing issues could be discussed with members of SELCRA reaching an amicable agreement with the authority. The motion carried unanimously.

5. Discussion regarding the Township's refuse collection contract.

Moved by Smith, supported by Mortensen, to direct staff to prepare a contract between Genoa Charter Township and Duncan Disposal for township wide refuse collection and disposal, including recycling. The contracts should be for five years or three years with an option to renew and right of first refusal. Further, to resolve the cart issue with Waste Management. The motion carried unanimously.

Archinal – The administrative committee met with residents of Pine Creek concerning a request to privatize the roads within their community and put up a gate. The development was designed as a Planned Unit Development and the township board would need to approve any amendments to that PUD. The committee discussed speed bumps to limit the speed. Should the roads be closed to thru traffic, residents would need to seek alternate means of traversing from one section of the community to another. Paving Bauer Road would be an excellent alternative, however Bauer Road extends into Hamburg Township and they have been reluctant in the past to discuss paving that road. It was the consensus of the board to explore the installation of speed bumps to alleviate the problem. The township chose to provide activity through Pine Creek when negotiations with the developer were agreed upon in the initial development.

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



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 04/22/2011)

CONTRACT FOR REFUSE REMOVAL AND RECYCLING SERVICES

THIS AGREEMENT, made this ____ day of _____, 2011, by and between Genoa Charter Township, a Michigan municipal corporation, with offices located at 2980 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as the "Township", and DUNCAN DISPOSAL SYSTEMS, INC., a Michigan corporation, hereinafter referred to as the "Contractor", whose principal place of business is located at 23333 Griswold Road, South Lyon, Michigan 48178.

WHEREAS, the Township is desirous of providing to all of its residents a rubbish, garbage and recycling pick-up service pursuant to authority granted to general law townships by the Waste Management and Resource Recovery Finance Act of 1978, Act 345 of 1978, and pursuant to the Township Ordinance for Operation of the Waste Management Project, Ordinance No. 900102;

WHEREAS, Contractor is an insured garbage and refuse handler with 35 years of experience in the industry;

WHEREAS, the Township Board, by motion made at a regular meeting on _____, 2011 resolved to enter into this Contract for Refuse Removal and Recycling Services with Contractor; and

WHEREAS, the Contractor has agreed to perform such services for all residences located with the Township and the Township has agreed to pay for same, in accordance with the terms and conditions hereinafter described and set forth.

NOW, THEREFORE, in consideration of the mutual promises made by each of the parties hereto, it is agreed as follows:

1. **TERM:**

(a) The term of this Contract is for the period commencing August 1, 2011 and continuing through July 31, 2016.

(b) No cause shall be necessary for termination of this Contract. This Contract may be terminated without cause by either party by giving one-hundred eighty (180) days written notice to the other party.

(c) The term of this Contract may be extended for an additional term of two years at a contract rate to be mutually agreed upon by the parties.

2. **TOWNSHIP ORDINANCE 900102:**

This Agreement is subject to the provisions of the Township's ordinance 900102, as amended from time to time, provided that any amendment does not significantly increase Contractor's obligations. Contractor shall abide by the provisions of said ordinance, as amended, that are applicable to Contractor.

3. CONTRACT RATE AND ADJUSTMENTS:

(a) Contract Rate. The Township agrees to pay Contractor and the Contractor agrees to accept in full consideration of services rendered, the following rates:

| | |
|-------------------------|----------------------------|
| 08/01/2011 – 07/31/2012 | \$11.04 per month per unit |
| 08/01/2012 – 07/31/2013 | \$11.21 per month per unit |
| 08/01/2013 – 07/31/2014 | \$11.37 per month per unit |
| 08/01/2014 – 07/31/2015 | \$11.55 per month per unit |
| 08/01/2015 – 07/31/2016 | \$11.72 per month per unit |

A "unit" is a single family residential household.

(b) Unit Count. A complete list of unit stops shall be provided by the Township prior to the commencement of the Contract term. The Township represents that there are 6,860 units as of the date of this Contract.

(c) Adjustment of Unit Count. The unit count shall be adjusted as of the first of the month following any additional pickup(s) and the unit rate shall be prorated for the first month of service for a new unit based on the number of weeks the new unit was serviced in the first month. Thereafter the full unit rate shall be paid for such unit. Likewise, the unit count shall be adjusted as of the first of the month following any units no longer serviced because of demolition and the unit rate shall be prorated for the first month of termination of service for a demolished unit based on the number of weeks the demolished unit was not serviced in the first month. Each adjustment to the unit count shall be effective for the remainder of the contract term and the effect of such adjustments shall be cumulative.

4. PAYMENT TERMS:

Contractor shall submit an invoice to the Township on or before the first (1st) of each month for the services to be performed during the coming month. Such invoice shall be based on the number of residential units to be serviced during the coming month with an appropriate adjustment for new units serviced during the prior month in accordance with Section 1(c) above. Payment by the Township shall be due and payable on the last day of the month.

5. NOTICE TO UNITS TO BE SERVICED:

(a) At least ____ days prior to commencement of the Contract term, the Township will provide Contractor with a complete list of all units to be serviced including owner names

and addresses. In addition, the Township will also provide Contractor with a list of households presently renting a cart from the current waste hauler, Waste Management, and the amount which each such household has prepaid past August 1, 2011. The Township will notify the present waste hauler that as of August 1, 2011 their provided carts will not be serviced by Duncan. The Township will also instruct the present hauler to refund any unused portion of the cart rental fee to the homeowner who has prepaid past August 1, 2011. As an alternative, Waste Management may choose to pay Duncan directly for the total prepaid amount and Duncan will credit the prepaid customers the appropriate amounts due them for their prepayment.

(b) Prior to initiating collection under this Contract, Contractor will prepare and mail a notice to each household setting forth pertinent information including requirements for curbside collection, information regarding any change of pickup day, existing cart replacement procedure, recycling bin and rental cart delivery and other pertinent information. The notice shall also contain the hours of operation and telephone number for contacting Contractor. The Township will provide mail labels and/or an electronic Excel file to the Contractor for this initial notification.

(c) Contractor will provide the Township with flyers regarding Contractor's services. The Township shall include such flyer as an insert that will be mailed out with the Township's June 2011 tax statements.

6. CARTS AND RECYCLING BINS:

(a) Contractor shall provide one (1) 18-gallon recycling bin to each household at no charge to the resident. Contractor shall retain ownership of the bins. The Contractor may charge a resident for any replacement or additional bins requested by the homeowner.

(b) Contractor will provide each household that requests it, one (1) 95- gallon cart at an annual rental charge of \$36.00 per year. Those households currently renting a cart from Waste Management will be delivered a cart from Duncan by August 1, 2011. Contractor shall be responsible for billing each household and collecting the rental charge. Contractor shall retain ownership of the cart.

7. LARGE ITEM COLLECTION AND DISPOSAL. Contractor shall collect and dispose of large household items and furniture that are in excess of the volume and/or weight limits of the 95-gallon cart. Such items shall have a bulk item sticker attached before being removed for disposal. The Contractor shall sell bulk item stickers at \$10.00 per sticker. Any air conditioner, refrigerator or other item containing Freon shall be collected only if such item has a Freon sticker attached. The Contractor shall sell Freon stickers at \$50.00 per sticker. The Township agrees to sell the stickers and collect the fees at the Township Offices and reimburse the Contractor said fees on a monthly basis.

8. HOUSEHOLD SUBSCRIPTION FOR COLLECTION AND REMOVAL OF COMPOSTABLE MATERIALS. Contractor shall provide a subscription program available to

Township residents to have yard wastes removed once per month during the period from April 1 through November 30. The subscription shall be at a cost of \$10 per each month that a resident subscribes to the service with an extra charge of \$1.00 for each bag over 10 that are picked up. All yard waste subscription fees shall be billed to and paid by each resident who elects to participate in the program. "Yard Wastes" shall mean organic wastes resulting from landscaping a home such as garden waste materials, soil incidental to minor planting and other waste resulting from lawn maintenance and trees. All households participating must comply with the standards which are provided by the Contractor, which includes that materials must be placed in brown yard waste bags, and no plastic nor biodegradable plastic bags will be accepted.

Contractor agrees that on two Saturdays during each spring and two Saturdays during each fall of the contract term, on dates mutually agreed upon with the Township, Contractor will collect one free truckload of drop off yard waste at no additional charge to the Township. Drop off is to be scheduled for no more than four (4) hours at the Township Hall. Any additional loads beyond the one free load will be billed at the following rates:

| | |
|-------------------------|-----------------------------------|
| 08/01/2011 – 07/31/2012 | \$550.00 per each additional load |
| 08/01/2012 – 07/31/2013 | \$560.00 per each additional load |
| 08/01/2013 – 07/31/2014 | \$570.00 per each additional load |
| 08/01/2014 – 07/31/2015 | \$580.00 per each additional load |
| 08/01/2015 – 07/31/2016 | \$590.00 per each additional load |

9. **NO ASSIGNMENT.** Contractor shall faithfully perform its work and shall not assign or subcontract the work or any part thereof without previous consent of the Township Board, and shall not assign any monies payable under this agreement, or its claim thereto, unless by and with the consent of the Township Board. Any unauthorized assignment of this Agreement or of Contractor's duties hereunder shall be void.

10. **TERMINATION FOR CAUSE.** The purpose of this Contract is to provide for the removal and disposal of garbage, refuse and recycling and in the event that the Contractor shall fail to abide by the terms contained herein and fail to correct any such failures promptly upon notice, the Township Board may, at its discretion by motion, terminate its obligations herein as of the date of the making and carrying of such motion, when deemed to be in the interest of public health, safety general welfare and convenience of the township residents. Any such termination shall be effective upon the Township providing written notice of the Township Board's decision to Contractor.

11. **INDEMNIFICATION.** If another person, persons, or legal entity sustains loss, damages or injury resulting from the negligence of Contractor, or its assigns, and said loss, damage, or injury arises out of the operation of Contractor's business in connection with the performance of services for the Township, Contractor shall indemnify and save harmless the Township from any and all claims and judgment for damages and from costs and expenses, including reasonable attorney fees, to which the Township may be subject, or which it may suffer or incur by reason of such negligence.

12. **INSURANCE.** Contractor shall carry public liability insurance in an amount of at least \$1,000,000.00 for bodily injury for each accident, and \$1,000,000.00 for each incident of property damage for injuries and/or loss sustained by reason of the carrying on of the work, \$1,000,000.00 comprehensive general liability insurance and workers' compensation insurance as required by law. The Contractor shall deliver said policy to the Township prior to the commencement of work under the terms of this Contract.

13. **COMPLIANCE WITH LAWS.** Contractor agrees to comply in all respects with the laws of the State of Michigan appertaining to:

- (a) The transport, handling and disposal of refuse;
- (b) Regulation of labor and worker's compensation; and
- (c) Fair employment practices, township ordinances and administrative rules and regulations having the force of law.

14. **DUTIES OF CONTRACTOR.** The Contractor agrees as follows:

- (a) To service each residential unit within the Township of Genoa as directed by the Township with a once weekly garbage, refuse and recycling pick-up service at the curb or roadside. In addition, the Contractor agrees to service up to 30 households within the Township who, because of physical disabilities, are unable to deliver their refuse to the curb or roadside. The Township will determine which households qualify for this additional service. The regular pick-up days will be Monday through Friday and shall be by a schedule set by mutual agreement of Township and Contractor. During any work week containing a legal holiday, all scheduled pick-ups on or following that holiday will be one day behind the normal day for the remainder of that week.
- (b) To pick-up and properly dispose of discarded Christmas trees on regular pick-up days for three (3) consecutive weeks, beginning no earlier than January 1st for said holiday.
- (c) To provide and maintain safe, clean, watertight, enclosed packer trucks at all times in such condition as meets the approval MPSC Motor Carrier Division.
- (d) To pay the cost of disposing of all garbage, rubbish, and waste materials at a state licensed disposal facility.
- (e) To clean up the pick-up sites when pick-up is delayed or late for any reason and debris is scattered due to the delay.

(f) To make regular communication with the Township through the person designated by the Township Board for the purpose of receiving and responding to any questions and/or complaints regarding the Contractor's service.

(g) To maintain a business office and give telephone number for the purpose of receiving and resolving all complaints regarding the Contractor's service.

(h) To handle promptly and in a businesslike manner, citizen complaints regarding non-collection or inadequate collection of refuse or recycling.

(i) To collect refuse during the "Frost Law" period in a manner equal to collection during other periods of the years, as per paragraph 13 (a) and (b) hereinabove set forth, and in compliance with the rules and regulations of authorities governing those laws.

(j) To make collections on private roads within the Township.

(k) That in the event a private road becomes impassable by reason of the failure to maintain such road, as determined by notice sent, by first class mail, seven (7) days in advance of termination of service that Contractor shall cease collection of garbage and refuse along such road.

(l) The Contractor agrees to provide to Genoa Township residents during the primary term of the Contract, or any extension thereof, pick-up service for disposal of large items of refuse of the nature of household goods and furniture in accordance with paragraph 6 above.

(m) To comply with the applicable requirements of the Township Ordinance number 900102.

15. **DUTIES OF TOWNSHIP.** The Township further agrees as follows:

(a) Not to require the Contractor to pick-up garbage, rubbish or waste materials each week in more than four (4) thirty gallon plastic garbage bags or equivalent volume in plastic garbage bags, or three (3) thirty gallon garbage cans, or one (1) 95-gallon curb cart from any single unit. Further, Contractor shall not be required to pick up garbage, rubbish or waste materials in any cart which is currently, or was previously, owned by Waste Management.

(b) Not to require the Contractor to pick-up any container having a weight in excess of 60 lbs. or a curb cart which has a total weight in excess of two hundred (200) pounds.

(c) Not to require the Contractor to pick-up a container containing hot ashes.

(d) Not to require the Contractor to pick-up bulky items, building materials, stoves, sofas, etc., not normally considered household refuse except in accordance with Section 6 above.

(e) Not to require the Contractor to pick-up grass, leaves, twigs, brush, and other items, except in accordance with subscription program referenced in Section 7 above

(f) To give free and clear access over roads, streets, and drives within the Township within the recognized restraints imposed by the statutes promulgated by other municipal bodies having control of such ways.

(g) To assume the responsibility of informing all residents to abide by the rules and regulations established under this Contract.

15. **CONTRACTOR'S BREACH AND LIQUIDATED DAMAGES.** The time specified for pick-up is of the essence of this Contract and in the case that Contractor shall fail to make ten (10) or more regular pick-up stops within twenty-four (24) hours of the regular pick-up schedule, with the exception of legal holidays and delays caused by causes beyond the Contractor's control, said failure shall be deemed to be a breach of contract and Contractor agrees to pay the Township the sum of One Hundred and 00/100 (\$100.00) Dollars for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose. Said sum, in view of the difficulty in ascertaining the loss and inconvenience which the Township suffers by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that Township will suffer by reason of delay, and is not a penalty; and the Township shall deduct and retain the amount of liquidated damages out of money which may be due or become due under this Contract. Two or more occasions of late pick-ups (as defined above) in any 12-month period shall be considered grounds for immediate termination of the Contract at the option of the Township. Waiver of assessment of the liquidated damages by the Township Board on any occasion arising shall not be deemed a waiver of the right of the Township to access damages pursuant to this paragraph for any breach of the time limits imposed herein.

IN WITNESS WHEREOF, Genoa Charter Township has caused the Contract to be executed by its duly elected Township Supervisor and Township Clerk, under authority contained in a Board of Trustees resolution dated _____, 2011, and the Contractor has hereunto duly signed and executed this Contract on the date first above written.

WITNESSES:

GENOA CHARTER TOWNSHIP a
Michigan municipal corporation,

By: _____

Its Supervisor

By: _____

Its Clerk

Duncan Disposal Systems, Inc.

By: _____

Christopher S. Duncan

Its: Vice-President

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the Supervisor, and _____, the Clerk of the Township of Genoa, a Michigan general law township, with authority to do so.

Notary Public
_____ County, MI
My commission expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Christopher S. Duncan, as Vice-President of Duncan Disposal Systems, Inc., a Michigan corporation, on behalf of said company.

Notary Public

_____ County, MI

My commission expires: _____

Acting in the County of _____

Trash and Recycling 3 Year Option (Unit Monthly charge)

| Year | Trash if Recycling is provided for the entire Twp | Recycling if Recycling is provided for the entire Twp | Total if Recycling is provided for the entire Twp |
|-----------|--|--|--|
| 8/11-7/12 | \$11.47 | \$2.04 | \$13.51 |
| 8/12-7/13 | \$11.58 | \$2.12 | \$13.70 |
| 8/13-7/14 | \$11.69 | \$2.20 | \$13.89 |

The quote on a 3 year proposal would dramatically increase the price of the service as you see above. The reason for such a large increase in rates is due to the nature of the work being so capital intensive. The start up costs for the project exceeds \$1,000,000 which we expect (and so does the bank!) to have recouped over the length of the contract. When the length of the contract is shorter than the industry standard of 5 years, it forces the rate to increase enabling the revenue to cover the initial capital costs before the expiration of the contract.



Genoa Charter Township

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

Tuesday, April 19, 2011

Charter Communications
7936 M-36, Suite C
Whitmore Lake MI 48189

RE: Service Extension

Dear Sir or Madam,

I am the Township Manager of Genoa Charter Township in Livingston County. We have an area in the Southwestern portion of our community that is not served by Comcast. I have recently received a number of requests for cable service. Comcast has been contacted several times over the years about extending service but they have repeatedly expressed an unwillingness to do so.

I am aware that Charter Communications provides service to Marion Township very close to the area in question. I would like to explore, with a representative of your company, the possibility of having Charter Communications provide service to some of our residents. Please contact me at your earliest convenience so that we may discuss this matter. Thank you in advance for your assistance.

Best regards,

Michael Archinal
Manager

Bob Hanvey, Marion Township Supervisor
Genoa Township Board

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