

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
JUNE 6, 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: 05-16-11
3. Consider authorization of the purchase of a Heartstart defibrillator in the amount of \$1522.
4. Consideration of a request to approve a revised employment contract with Dennis Smith.
5. Consideration of a request to approve revised Construction Board of Appeals procedures.
6. Consideration of a request to approve a revised contract between Genoa Charter Township and Safebuilt to provide building inspection and plan review services as presented.
7. Consideration of a request to approve a revised Building Department Fee Schedule.

Approval of Regular Agenda:

8. Consideration of a request for a fireworks display on Lake Chemung that is requested by Curt Price.
9. Consideration of a request for a fireworks display on West Crooked Lake that is requested by Pepper Bergin.
10. Consideration of a request for a fireworks display on West Crooked Lake that is requested by Michael Freeland, Ace Pyro, LLC.
11. Receive report related to Unsafe Structures.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : June 6, 2011

TOWNSHIP GENERAL EXPENSES: Thru June 6, 2011	\$278,362.26
May 27, 2011 Bi Weekly Payroll	\$63,057.30
June 1, 2011 Monthly Payroll	\$11,757.59
OPERATING EXPENSES: Thru June 6, 2011	\$96,170.09
TOTAL:	<u>\$449,347.24</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27431	Szabelsk	Joseph Szabelski	05/12/2011	925.87
27432	AT&TLONG	AT&T Long Distance	05/18/2011	99.57
27433	ATT& IL	AT&T	05/18/2011	605.83
27434	Aviv	Aviva Life and Annuity Co.	05/18/2011	867.50
27435	BLUE CRO	Blue Cross & Blue Shield Of Mi	05/18/2011	23,314.80
27436	CONSUMER	Consumers Energy	05/18/2011	241.22
27437	DEL BUS	Deluxe Business Forms	05/18/2011	228.46
27438	DTE EN	DTE Energy	05/18/2011	202.62
27439	DTE LAKE	DTE Energy	05/18/2011	588.68
27440	DYKEMA	Dykema Gossett PLLC	05/18/2011	720.00
27441	FED EXPR	Federal Express Corp	05/18/2011	56.90
27442	GENOA TW	Genoa Township	05/18/2011	488.40
27443	GENOADPW	Genoa Township DPW Fund	05/18/2011	3,245.00
27444	LYON M	Mike Lyon	05/18/2011	384.00
27445	MASTER M	Master Media Supply	05/18/2011	330.60
27446	VERIZONW	Verizon Wireless	05/18/2011	219.92
27447	WallaceD	Deborah Wallace	05/18/2011	15.00
27448	JohnDee	John Deere Landscapes	05/19/2011	1,207.39
27449	Administ	Total Administrative Services	05/27/2011	869.19
27450	Equitabl	Equivest Unit Annuity Lock Box	05/27/2011	455.00
27451	MISDU	Michigan State Disbursement Un	05/27/2011	207.13
27452	VION	Vion Holdings LLC	05/27/2011	76.12
27453	Equitabl	Equivest Unit Annuity Lock Box	06/01/2011	20.00
27454	BORDINE	Bordine Nursery	05/24/2011	93.23
27455	SOM-TRE	State Of Mich- Dept Of Treasur	05/24/2011	5,395.62
27456	CARDM	Chase Card Services	05/24/2011	429.40
27457	COMCAST	COMCAST	05/24/2011	94.04
27458	SHELL	Shell	05/24/2011	90.84
27459	VERIZONW	Verizon Wireless	05/24/2011	274.18
27460	WALMART	Walmart Community	05/24/2011	152.53
27461	MTA/WCSI	MTA/WCIF	05/25/2011	5,046.50
27467	Allor	Stephanie Allor	06/06/2011	35.00
27468	Allstar	Allstar Alarm LLC	06/06/2011	1,745.00
27469	ARCHINAL	Michael Archinal	06/06/2011	500.00
27470	B S & A	B S & A Software, Inc.	06/06/2011	18,965.00
27471	Beaton	James Beaton	06/06/2011	37.00
27472	Bishop	Shannon Bishop	06/06/2011	47.00
27473	Bogner	Jennifer Bogner	06/06/2011	72.00
27474	Bongero	Kelly Bongero	06/06/2011	25.00
27475	Breneman	Wayne Breneman	06/06/2011	42.00
27476	Clearwat	Clearwater Systems	06/06/2011	51.60
27477	CooperBr	Bradley Cooper	06/06/2011	45.00
27478	COOPERST	Cooper's Turf Management LLC	06/06/2011	6,887.49
27479	Delcamp	James Delcamp	06/06/2011	47.00
27480	Duncan	Duncan Disposal Systems	06/06/2011	315.00
27481	EHIM	EHIM, INC	06/06/2011	2,124.76
27482	FONSON	Fonson, Inc.	06/06/2011	186,279.50
27483	Fort	Colleen Fort	06/06/2011	79.00
27484	Halabick	Joseph Halabicky	06/06/2011	20.00
27485	Hennip	Rachelle Hennip	06/06/2011	42.00
27486	HUMPHT	Tesha Humphriss	06/06/2011	200.00
27487	Konieczn	Melissa Konieczny	06/06/2011	35.00
27488	Kopczyk	Tracy Kopczyk	06/06/2011	10.00
27489	LazzariB	Bob Lazzari	06/06/2011	47.00
27490	LincolnJ	Janene Lincoln	06/06/2011	37.00
27491	Lozano	Mary Willy Lozano	06/06/2011	47.00
27492	MacLenn	Lisa MacLennan	06/06/2011	35.00
27493	MI CHLOR	Michigan Chloride Sales LLC	06/06/2011	3,997.00
27494	MI TW AS	Michigan Township Assoc	06/06/2011	5,885.00
27495	Mihocko	Emily Mihocko	06/06/2011	47.00
27496	Net serv	Network Services Group, L.L.C.	06/06/2011	45.00
27497	Nixon	Jennifer Nixon	06/06/2011	35.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27498	Perri	Beth Perri	06/06/2011	70.00
27499	PETTYCAS	Petty Cash	06/06/2011	167.87
27500	PFEFFER	Pfeffer, Hanniford, Palka	06/06/2011	1,400.00
27501	Richards	Beth Richardson	06/06/2011	42.00
27502	RossS	Sarah Ross	06/06/2011	99.00
27503	Sciore	Antonio Sciore	06/06/2011	42.00
27504	WASTE MA	Waste Management	06/06/2011	1,692.00
27505	WasteMan	Waste Management of Michigan	06/06/2011	37.50
27506	Zupkoff	Jodi Zupkoff	06/06/2011	87.00

Report Total: 278,362.26

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 05/20/2011 - 12:28

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27449	Administ	Total Administrative Services	05/27/2011		869.19
Check 27449 Total:					869.19
10094	AETNA LI	Aetna Life Insurance & Annuity	05/27/2011		25.00
Check 10094 Total:					25.00
10095	EFT-FED	EFT- Federal Payroll Tax	05/27/2011		6,597.85 2,518.05 3,717.12 869.34 869.34
Check 10095 Total:					14,571.70
10096	EFT-PENS	EFT- Payroll Pens Ln Pyts	05/27/2011		499.80
Check 10096 Total:					499.80
27450	Equitabl	Equivest Unit Annuity Lock Box	05/27/2011		455.00
Check 27450 Total:					455.00
10097	FIRST NA	First National Bank	05/27/2011		300.00 2,770.00 43,283.36

Check 10097 Total: 46,353.36

27451 MISDU Michigan State Disbursement Un 05/27/2011
FIPS 2616300 207.13

Check 27451 Total: 207.13

27452 VION Vion Holdings LLC 05/27/2011
SS 367-92-7487 76.12

Check 27452 Total: 76.12

Report Total: 63,057.30

**First National
Direct Deposit
MAY 27, 2011
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$46,353.36	
Aaron Korpela		\$1,079.52
Adam Van Tassell		\$1,098.40
Alex Chimpouras		\$1,882.31
Amy Ruthig		\$1,062.86
Angela Williams		\$645.85
Caitlin Nims		\$915.71
Carol Hanus		\$1,209.36
Craig Bunkoske		\$1,151.09
Daniel Schlack		\$1,050.43
Dave Estrada		\$1,164.63
David Miller		\$1,919.20
Debbie Hagen		\$616.77
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.27
Diane Zerby		\$530.69
Duane Chatterson		\$1,497.75
Eric Hartman		\$1,040.37
Greg Tatara		\$2,480.20
James Aulette		\$542.38
Jeffrey Meyers		\$1,081.81
Joe Szabelski		\$732.75
Judith Smith		\$1,194.14
Karen J. Saari		\$974.00
Kelly VanMarter		\$1,995.97
Kyle Mitchell		\$828.35
Laura Mrocicka		\$1,677.85
Luke Brown		\$731.56
Martin Reich		\$960.20
Michael Archinal		\$2,868.58
Michael Maahs		\$748.46
Renee Gray		\$1,124.26
Richard Bigham		\$1,855.19
Robin Hunt		\$1,364.41
Scott Lowe		\$1,294.33
Steven Anderson		\$1,750.03
Susan Sitner		\$493.15
Tammy Lindberg		\$980.38
Tesha Humphriss		\$1,148.10
Total Deposit		\$46,353.36

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 05/23/2011 - 09:32

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10098	EFT-FED	EFT- Federal Payroll Tax	06/01/2011		1,799.14 484.24 714.85 167.17 167.17
Check 10098 Total:					3,332.57
10099	EFT-PENS	EFT- Payroll Pens Ln Pyts	06/01/2011		212.66
Check 10099 Total:					212.66
27453	Equitabl	Equivest Unit Annuity Lock Box	06/01/2011		20.00
Check 27453 Total:					20.00
10100	FIRST NA	First National Bank	06/01/2011		8,142.36 50.00
Check 10100 Total:					8,192.36
Report Total:					11,757.59

**First National
Direct Deposit
JUNE 1, 2011
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$8,192.36	
Adam Van Tassel		\$530.93
Gary McCririe		\$2,285.26
H.J. Mortensen		\$519.68
Jean Ledford		\$323.90
Paulette Skolarus		\$3,362.49
Steve Wildman		\$330.49
Todd Smith		\$839.61
Total Deposit		<u><u>\$8,192.36</u></u>

1:19 PM
05/31/11

#504 DPW RESERVE FUND
Payment of Bills
May 12 - 31, 2011

Type Date Num Name Amount

no checks issued

05/31/11

#503 DPW UTILITY FUND
Payment of Bills
May 12 - 31, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	05/12/2011	1717	Staples Credit Plan	Acct 6035 5178 6145 0400	-71.98
Check	05/18/2011	1718	LOWE'S	Acct 9900 641641 8 - April 2011	-1,068.16
Check	05/18/2011	1719	Tractor Supply Co.	Acct 6035 3012 0324 0252 April 2011	-1,971.76
Check	05/18/2011	1720	Chase Card Services	ACCT 5582 5086 3893 2167	-328.35
Check	05/18/2011	1721	D&G Equipment, Inc.	Inv 06 6101963	-539.00
Check	05/18/2011	1722	Occupational Health Centers	Inv 707708340	-97.00
Check	05/18/2011	1723	Red Wing Shoe Store	Inv 5170000000943	-200.00
Check	05/18/2011	1724	TETRA TECH, INC.	Inv 50451637	-511.92
Check	05/24/2011	1725	Chase Card Services	Laptop for David Miller - Deputy Util Director	-484.99
Check	05/24/2011	1726	Pfeffer-Hanniford-Palka	Services from Feb 11 - May 10, 2011	-500.00
Check	05/24/2011	1727	Shell Fleet Plus	Inv # 065332306105 dated 5/13/2011	-4,289.77
Check	05/24/2011	1728	Verizon Wireless	Phone purchases and monthly billing	-1,084.22
Check	05/25/2011	1729	Chase Card Services	Quickbooks Premier 2011	-1,599.98
Total					-12,747.13

2:50 PM
05/31/11

#595 PINE CREEK W/S FUND
Payment of Bills
May 12 - 31, 2011

Type	Date	Num	Name	Memo	Amount
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no checks issued

2:41 PM
05/31/11

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
May 12 - 31, 2011

Type	Date	Num	Name	Memo	Amount
Check	05/12/2011	1939	Consumers Energy	Service from 4/7/ - 5/6/2011	-310.81
Check	05/18/2011	1940	Chase Card Services	Parking fees Lansing, MI	-3.00
Check	05/18/2011	1941	AT&T	May 7 - June 6, 2011	-260.97
Check	05/18/2011	1942	Brighton Analytical L.L.C.	Inv #'s 0411-72101 & 0511-72155	-154.00
Check	05/18/2011	1943	PVS NOLWOOD CHEMICALS, INC	Invoices and credits noted below	-1,849.00
Check	05/18/2011	1944	Motion Industries	Inv MI09-425514	-827.60
Check	05/18/2011	1945	Tetra Tech Inc.	Inv # 50443383	-248.19
Check	05/18/2011	1946	GENOA TWP-DPW FUND	Maintenance Billing fees May 2011	-9,897.77
Check	05/18/2011	1947	GENOA TWP-DPW FUND	Eng. Director & Deputy Director Jan-March 11	-4,914.00
Check	05/24/2011	1948	AT&T	517-552-0012	-46.89
Total					-18,512.23

2:44 PM
05/31/11

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
May 12 - 31, 2011

Type	Date	Num	Name	Memo	Amount
Check	05/12/2011	2065	ALEXANDER CHEMICAL CORPORATION	Inv 0452757-IN	-390.00
Check	05/12/2011	2066	AT & T	April 22 - June 6, 2011	-518.92
Check	05/12/2011	2067	BRIGHTON ANALYTICAL	April - May 2011 invoices	-603.00
Check	05/12/2011	2068	CONSUMERS ENERGY	Billing from 3/29/11 - 4/27/2011	-403.33
Check	05/12/2011	2069	DTE ENERGY	Electric Service March 31 - May 2, 2011	-6,863.47
Check	05/12/2011	2070	Detroit Pump & Mfg. Co.	Inv 1009340	-764.00
Check	05/12/2011	2071	FASTENAL	Inv MIBRG59714	-14.14
Check	05/12/2011	2072	FONSON, INC.	Inv 9386	-1,912.82
Check	05/12/2011	2073	M & K Jetting and Televising	Inv 11168 dated 5/5/2011	-1,305.00
Check	05/12/2011	2074	NORTHWEST PIPE AND SUPPLY, INC.	Inv #'s 110402, 110427, 110433	-213.38
Check	05/12/2011	2075	Staples Credit Plan	6035 5178 6145 0400	-159.99
Check	05/12/2011	2076	STANDARD ELECTRIC	Inv 1713139-00	-58.21
Check	05/12/2011	2077	USA Bluebook	Inv #'s 383692 & 384466	-1,115.20
Check	05/12/2011	2078	HOWELLTRUE VALUE HARDWARE	Inv 051165	-15.38
Check	05/12/2011	2079	HARTLAND SEPTIC SERVICE, Inc.	Inv 04191101 dated 4/19/2011	-1,800.00
Check	05/12/2011	2080	WASTE MANAGEMENT	Inv 7137072-1389-6	-61.17
Check	05/19/2011	2081	GENOA TWP UTILITY FUND	I Director, Deputy Director fees	-11,228.00
Check	05/19/2011	2082	GENOA TWP UTILITY FUND	Maintenance Billing fees - May 2011	-37,419.14
Check	05/24/2011	2083	AT & T	May 13 - June 12, 2011	-85.58
Total					-64,930.73

GENOA CHARTER TOWNSHIP
Board of Trustees
Regular Meeting
May 16, 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.

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. The motion carried unanimously.

1. Payment of Bills

2. Request to approve minutes: 05-2-11

Approval of Regular Agenda:

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

3. Request for approval of special use application, environmental impact assessment and site plan for a proposed 14,083 sq. ft. warehouse addition on an existing building located at 1244 Grand Oaks, Howell, petitioned by Precision Stamping Company, Inc.

A. Disposition of special use permit

Moved by Skolarus, supported by Wildman, to approve the special use permit with the following conditions:

1. The existing outdoor storage will be relocated inside or removed from the site once the building is completed and prior to the issuance of an occupancy permit;
2. The wall lights will be full cut-off fixtures;
3. The requirements in the Township Engineer letter dated 5/4/11 and Fire Department letter dated 5/5/11 will be complied with;
4. This recommendation for approval is given because it is the natural extension of the existing use. It is in an industrial area and meets the general requirements of section 19.03 of the Township Zoning Ordinance;

B. Disposition of environmental impact assessment (revised 4/25/11)

Moved by Ledford, supported by Skolarus, to approve the environmental impact assessment as submitted. The motion carried unanimously.

C. Disposition of site plan

Moved by Hunt, supported by Ledford, to approve the site plan with the following conditions:

- 1 The existing outdoor storage will be relocated inside or removed from the site once the building is completed and prior to the issuance of an occupancy permit;
- 2 The wall lights will be full cut-off fixtures;
- 3 The requirements in the Township Engineer letter dated 5/4/11 and Fire Department letter dated 5/5/11 will be complied with;

4. Request for approval for a contract amendment with TTMPs to provide engineering survey for sidewalk installation on Grand River Avenue.

Moved by Mortensen, supported by Skolarus, to approve the contract as requested. The motion carried unanimously.

The board discussed the hiring of William J. Perrone of Dykema with regard to a recent denial from the State of Michigan for the establishment of a building department in Genoa Township. It was the consensus of the board to allow the Administrative Committee to review a proposal from Perrone and a cost sharing with Safe Built related to attorney fees for a second application to the State. The State cited 15 points based on their denial of the township's recent application but was unwilling to discuss with Township Officials the reasons behind their action.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:05 p.m.



Paulette A. Skolarus
Genoa Township Clerk


(Press/Argus 05/20/2011)

MEMORANDUM

TO: Township Board

FROM: Michael Archinal

DATE: 6/3/11

RE: Township Hall Defibrillator 

We have sought quotes for the installation of a defibrillator at the Township Hall. Copies of the quotes are attached and Philips Healthcare is the lowest bidder. They were recommended by the Brighton Area Fire Authority and have installed a number of these devices in the Livingston County. Training for the equipment is provided by the Red Cross. Please consider the following action:

Moved by _____, supported by _____, to authorize the purchase of a Heartstart FRX Defibrillator from Philips Healthcare in the amount of \$1,522.



BUDGETARY QUOTATION

Quote Date: May 18, 2011

Quote:

Not binding until accepted in writing by Philips in Andover or invoiced by Philips. Any purchase order or resulting agreement shall be subject to the Philips Terms and Conditions and the following terms which customer accepts.

For certain agreements, Philips may conduct a qualification inspection to verify that customer is suitably trained, the equipment is in serviceable condition, and all like equipment is covered by a valid Philips warranty or service agreement. Any resulting agreement is subject to cancellation by Philips if customer fails to satisfy these conditions during the term.

QUOTATION SUMMARY	
Total Equipment List Price	\$2,372
Less 35.82% Discount (on discountable items)	\$850
	\$1,522
0.00% Tax	0
Net Equipment Total	\$1,522

The information set forth herein is for budgetary purposes only. This document does not constitute an offer to sell on the part of Philips Healthcare. Philips Healthcare makes no representations or guarantees of any kind with respect to price, availability, delivery, or other information contained herein, and all such information is subject to change without notice. Philips Healthcare will be happy to provide a formal quotation on request.

Please Note: Prices in this document are rounded to the nearest whole dollar amount. Please do not use these prices as the basis to generate a purchase order.



BUDGETARY QUOTATION

Quote Date: May 18, 2011

Quote:

For: Brightons Township
4363 Buno Rd
Brighton Townshihp, MI 48114

From: Philips Healthcare
3696 Echo Place
Powell, OH 43065

Attn: Amy Ruthig
Phone: 810-227-5225
amy@genoa.org

Prepared By: Doug Graham
Indirect Channel Manager
Phone: 614-315-5194
doug.graham@philips.com

Qty	Product/Option	Description	List Price	Disc. %	Extended Price
HEARTSTART AEDS					
1	989803136531	DEFIBRILLATOR CABINET, BASIC	\$236	35	\$153
1	861304	HEARTSTART FRX DEFIBRILLATOR	\$1,952	36	\$1,249
1	989803139261	HEARTSTART SMART PADS II (1 SET)	\$50	35	\$32
1	989803139251	CARRYING CASE, FRX DEFIBRILLATOR	\$134	35	\$87

PHILIPS

State of Michigan Price List: RFP 07110200008 January 2010 Revision

HeartStart FRx Defibrillator

HeartStart FRx Defibrillator

REF	DESCRIPTION	Michigan PRICE
861304	HeartStart FRx Defibrillator	\$1,249.28
Opt A01	HeartStart FRx Defibrillator Aviation Bundle	\$1,262.72

The HeartStart FRx Defibrillator includes an Owner's Manual, Battery, SMART Pads II (1 set), and a Quick Reference Guide. The HeartStart FRx Defibrillator device includes a 5 year manufacturer's warranty at no charge. Battery includes 4 year warranty; pads are warranted until expiration date. Other accessories include a 1 year warranty.

HeartStart FRx Defibrillator Accessories

REF	DESCRIPTION	Michigan PRICE
M5070A	Battery, Long Life LiMnO2 for HS1/FRx	\$99.45
989803139301	Aviation Battery, HeartStart FRx (complies with TSO C-142)	\$110.50
989803139261	HeartStart SMART Pads II (1 set)	\$32.50
989803139311	Infant/Child Key	\$63.70
68-PCHAT	Fast Response Kit	\$27.30

HeartStart Cases and Wall Mounts

REF	DESCRIPTION	Michigan PRICE
989803136531	Defibrillator Cabinet, Basic	\$153.40
PFE7023D	Defibrillator Cabinet, Semi-recessed	\$284.70
PFE7024D	Defibrillator Cabinet, Wall Surface	\$267.15
M3857A	Wall Mount Bracket	\$59.80
M3858A	Defibrillator Wall Sign	\$21.45
M3859A	Secure Pull Seal, 10-pack	\$6.50
989803139251	Carrying Case, FRx Defibrillator	\$87.10
YC	Carrying Case, Plastic Waterproof Shell	\$133.90

HeartStart FRx Training Materials and Learning Products

REF	DESCRIPTION	Michigan PRICE
861306	HeartStart FRx Trainer	\$224.25
989803139321	FRx Training Toolkit (Includes PowerPoint presentations, presenter's guide, student guide and training DVD)	\$20.15
989803139341	FRx Product Training DVD	\$9.75
989803138731	FRx Owner's Manual	\$13.65
989803138601	FRx Quick Reference Guide	\$3.25
989803139271	Training Pads II (Note: for Infant/Child training applications, buy the Infant/Child Key separately)	\$50.05
989803139291	Replacement Training Pads II (includes pads, wire and plug)	\$20.15
M5088A	Internal Manikin Adapters (Compatible with HeartStart FRx Trainer 861306 only)	\$20.15
M5089A	External Manikin Adapter, 5-pack	\$33.80
M5090A	Adult Pads Placement Guide	\$16.90
989803139281	Infant/Child Pads Placement Guide	\$16.90

FRx Cross-Compatibility

REF	DESCRIPTION	Michigan PRICE
05-10000	HeartStart Pads Adapter (QUICK-COMBOTM)	\$25.35
05-10100	HeartStart Pads Adapter (ZollTM)	\$25.35
05-10200	HeartStart Pads Adapter (Barrel-style)	\$25.35

HeartStart Event Review Software

REF	DESCRIPTION	Michigan PRICE
861311	Option A01 – HeartStart Review Express Connect Software	\$57.20
ACT-IR	Infrared Data Cable	\$87.10
M3834A	HeartStart Event Review Software, Single PC	\$264.55
989803141811	HeartStart Event Review Software, Organization-wide License	\$666.25
989803143051	HeartStart CaseCapture Palm™ data download software	\$52.65
989803143041	HeartStart Configure Palm™ & Pocket PC configuration software	\$52.65
861431	Option A01 – HeartStart Event Review Pro Software, Single PC	\$1,670.50
861431	Option A03 – HeartStart Even Review Pro Software, Site License	\$4,013.75
861436	Option A01 – HeartStart Event Review Pro Upgrade, Single PC	\$666.25
861436	Option A03 – HeartStart Even Review Pro Upgrade, Site License	\$1,335.75

Pricing: The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.

Shipping: Shipping costs are included in all pricing – FOB destination. Supply only orders totaling less than \$300 may be subject to a shipping and handling charge. Rush shipping is available for an additional fee.

Return Process: A Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain an RGA number, call Customer Service. The RGA number must appear on the outside of the box. All returns are subject to a restocking fee. For more details on Philips Return Policy, contact Customer Service.

Customer Service: Phone: (800) 934-7372 Fax (800) 947-3299

Address: Philips Healthcare, 3000 Minuteman Rd, Andover, MA 01810



For those who get there first

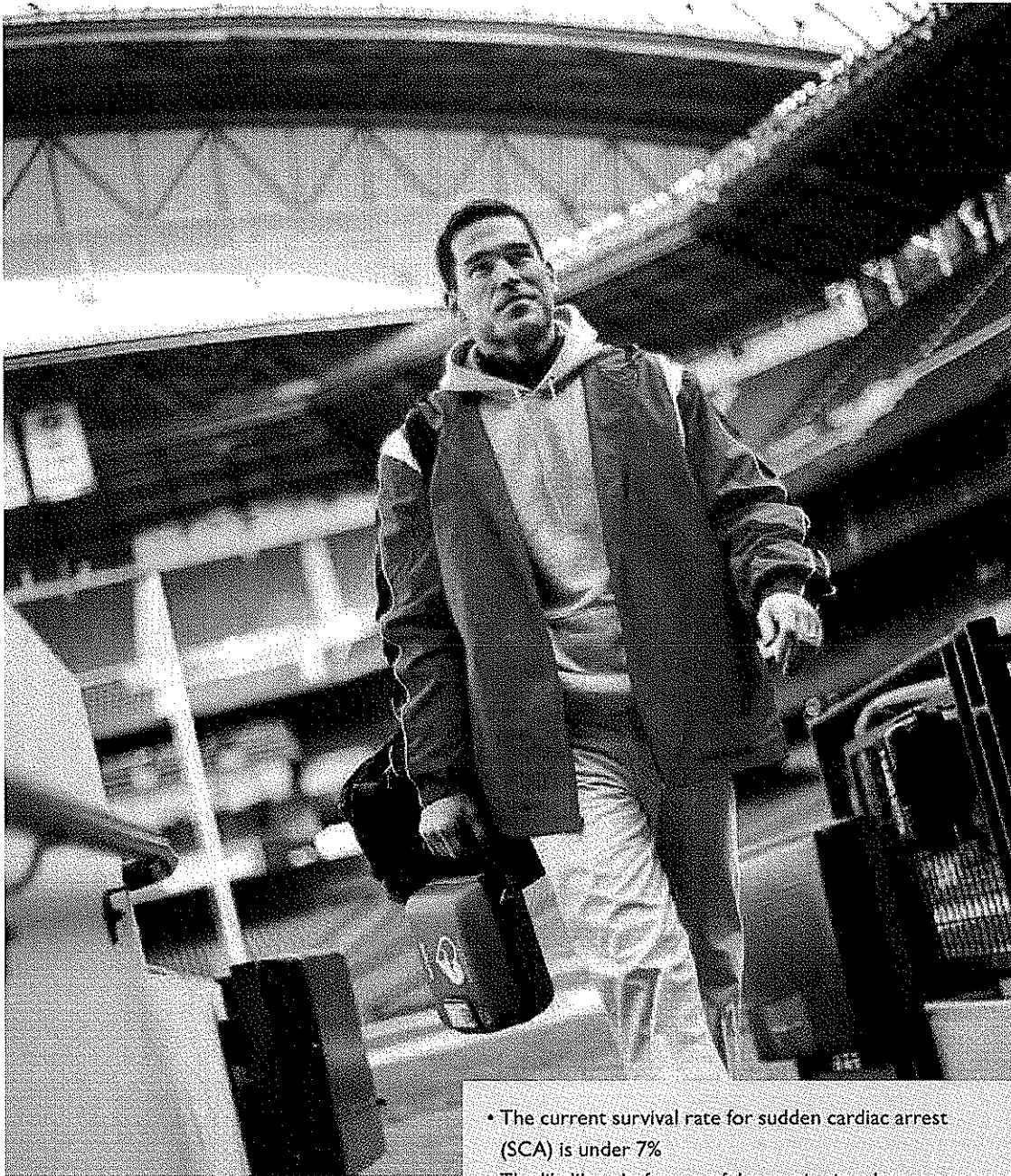
Philips HeartStart FRx Defibrillator

PHILIPS

sense and simplicity

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Anyone, anywhere,



- The current survival rate for sudden cardiac arrest (SCA) is under 7%
- The likelihood of successful resuscitation decreases by about 10% with every minute that passes
- It is estimated an additional 40,000 lives could be saved each year in the U.S. alone with widespread access to AEDs!

anytime

Power to save a life

Each year sudden cardiac arrest (SCA) strikes nearly 300,000 people in the US, 700,000 people in Europe, and hundreds of thousands more worldwide. More people die from SCA than from breast cancer, prostate cancer, house fires, handguns, traffic accidents, and AIDS combined.

SCA can happen to anyone, anytime, anywhere and sometimes in extreme conditions. Rely on the Philips HeartStart FRx Defibrillator to be up to the task. In the hands of those who get there first, it provides the power to help save a life.



Coming to the rescue

In many emergency situations, police are often the first to arrive on the scene, and early defibrillation by these first responders has been shown to improve survival.^{2,3}



Taking care of business

Thirteen percent of workplace fatalities reported in 1999 and 2000 were due to cardiac arrest.⁴



Protecting kids, parents and teachers

An estimated 5,000-7,000 children in the U.S. succumb to sudden cardiac arrest annually,⁵ many related to sporting events.

Rugged and reliable



Prescription required.

The Philips FRx Defibrillator features technological advancements to help in treating the most common cause of SCA. It's designed to be easy to set up and use, as well as rugged and reliable for those who get there first. On the scene with law enforcement, on the field with student athletes or on the job with employees, the FRx Defibrillator is the solution for treating SCA in environments and conditions too demanding for other defibrillators.

Bringing innovation to the treatment of cardiac arrest

Preconnected SMART Pads II

SMART Pads II can be used for both adults and children. They eliminate the expense of having to purchase different sets of pads for different patient types. SMART Pads II enable the FRx to keep pace with responders by adjusting to their actions.

Infant/Child key

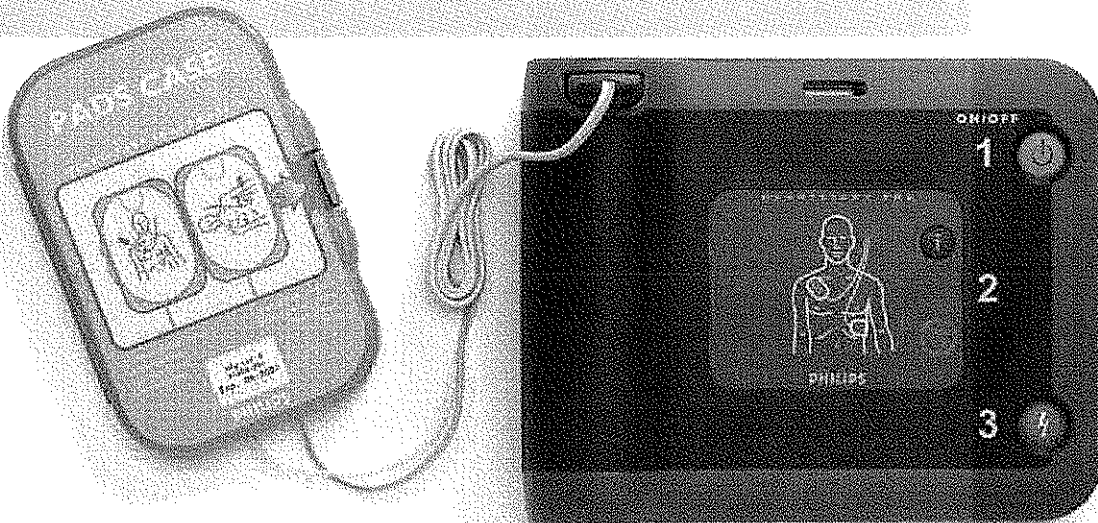
Simply insert the Infant/Child key into the FRx to signal to the device that you're treating an infant or a child. The defibrillator adjusts to provide special pads placement and CPR instructions. The pads icons also flash to show you the optimized pads placement, and the device reduces the shock energy to a level more appropriate for an infant or a child.

Intuitive

Clean design and clear voice instructions, including CPR coaching, are designed to help instill the confidence that's needed when treating a person in cardiac arrest.

Wireless Data Transfer

Infrared data port for easy transmission to a Smartphone or PC running Event Review software, without cables or hardware compatibility issues.



Proven therapy

At the core of all HeartStart Defibrillators is SMART Biphasic technology. The Philips SMART Biphasic waveform is highly effective, yet minimizes harmful side effects. Its effectiveness is backed by over 40 published, peer-reviewed studies.⁶

SMART Analysis automatically assesses the victim's heart rhythm and is designed not to deliver therapy unless the rhythm is determined to be shockable – even if the Shock button is pressed. And with patented Quick Shock, the FRx is among the fastest in class at delivering a shock after CPR. Studies show that minimizing time to

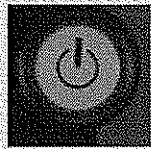
shock after CPR may improve survival.^{7,8,9,10,11}

As American Heart Association Guidelines 2005 note, "Reduction in the interval from compression to shock delivery by even a few seconds can increase the probability of shock success."¹²

Designed for real world use

The Philips HeartStart FRx Defibrillator is exceptionally rugged. Designed to surpass rigorous testing requirements, the FRx withstands jetting water, loads up to 500 pounds, and a one-meter drop onto concrete.

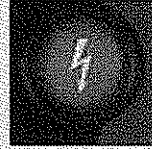
Easy as 1 – 2 – 3 in an emergency



1 Press the green On/Off button, which activates voice instruction and visual icons.



2 Place the pads on the patient as directed.



3 When advised by the device, press the orange Shock button.

Reliability backed by Philips

Every HeartStart FRx goes through a 120-point quality test before it leaves the factory. The HeartStart FRx Defibrillator is powered by an easy-to-install, long-life (four-year) battery, so you know the device is charged and ready. The device's automated daily, weekly, and monthly self-tests check pad readiness, and verify functionality and calibration of circuits and systems. With over 85 tests, the FRx is one of the most comprehensive self-testing devices on the market and is virtually maintenance-free. The blinking green "Ready" light on the defibrillator is your assurance that the device has passed its last self test and therefore is ready for use.

Built on a platform of proven ease-of-use

The HeartStart FRx Defibrillator was designed to be as easy to use as the HeartStart OnSite Defibrillator and shares many of its features, including CPR coaching and intuitive icon-driven operation. Small and lightweight – just 3.5 lbs/1.5 kg – the FRx is equipped to direct you through the resuscitation of a SCA victim.

The HeartStart FRx guides you through every step with clear, calm voice commands and descriptive visual icons. The FRx even reminds you to call emergency medical services (EMS). Pressing the blue i-button activates HeartStart CPR Coaching for assistance with CPR. The flashing icons and the quick reference guide can be used to lead you through the defibrillation steps – even in situations where hearing voice instructions is a challenge.

Once EMS arrives, hand-off is fast and easy because the FRx is compatible with advanced defibrillators like the HeartStart MRx. With HeartStart adapters, our pads can be plugged into devices from other manufacturers to ensure continuity of care.

Designed to be the easiest-to-own AED

Easy to set up

The HeartStart FRx Ready-Pack configuration arrives to you complete and virtually ready to rescue. Just pull the green tab to initiate the FRx self-test, confirming its readiness for use, and put the device right into service. The FRx Ready-Pack comes with the FRx already inside its carry case, pads pre-connected, battery inserted, and a set of spare pads in place. Set-up is easy, and you have the peace of mind of knowing the device is deployed correctly.

Establishing a successful program from the start

As the world leader in automated external defibrillators (AEDs), we're also a leader in providing products and services designed to help you establish and maintain a successful AED program, including SMART Track AED program management, medical direction, access to training providers, and post-event support options.

Our customers agree that with Philips, you're well prepared, even across multiple sites with hundreds or thousands of employees. Philips experts have helped define industry best practices in AED program management, and we support American Heart Association and European Resuscitation Council guidelines for early defibrillation programs.

HeartStart FRx Defibrillator specifications

Defibrillator	
Defibrillator family	Order 861304. Defibrillator, battery, SMART Pads II (1 set), Setup and Maintenance Guides, Owners Manual, Quick Reference Guide, Date sticker
HeartStart FRx Ready-Pack configuration	Order Option R01. Defibrillator, battery, carry case, SMART Pads II (1 pre-connected set, 1 spare set), Setup and Maintenance Guides, Owners Manual, Quick Reference Guide, Date Sticker
Waveform	Truncated Exponential Biphasic. Waveform parameters adjusted as a function of each patient's impedance
Therapy	Adult defibrillation: Peak current 32A (150 J nominal into a 50-ohm load). Pediatric defibrillation with optional FRx Infant/Child key installed: Peak current 19A (50 J nominal into 50-ohm load)
Protocol	Device follows preconfigured settings. Defibrillation and CPR protocol can be customized using HeartStart Event Review software

User interface	
Instructions	Detailed voice prompts and visual icons guide responder through use of the defibrillator
CPR coaching	Voice coaching for adult and infant/child CPR provides instructions and audio cues for the appropriate number, rate and depth of chest compressions, as well as for each breath
Controls	Green On/Off button, blue i-button, orange Shock button, optional Infant/Child key
Indicators	Ready light, blue i-button, caution light, illuminated pads, icons, Shock button lights up when shock is advised

Physical	
Size	2.4" x 7.1" x 8.9" (6 cm x 18 cm x 22 cm) D x H x W
Weight	With battery and pads case: 3.5 lbs. (1.5 kg)

Environmental/physical requirements	
Sealing	Waterjet proof IPX5 per IEC60529 Dust protected IP5X per IEC60529
Temperature	Operating/Standby: 32° - 122° F (0° - 50° C)
Altitude	0 to 15,000 feet
Aircraft	Device: RTCA/DO-160D;1997
Crush	500 pounds
Vibration	Operating: meets MILSTD 810F Fig.514.5C-17, random; Standby: meets MILSTD 810F Fig.514.5C-18, swept sine
EMI (radiated/immunity)	CISPR II Group I Class B, IEC 61000-4-3, and IEC 61000-4-8

Data recording and transmission	
Infrared	Wireless transmission of event data to a Smartphone or PC, using the IrDA protocol
HeartStart Event Review software	Data management software (optional) for download and review of data retrieved through defibrillator's infrared data port
Data stored	First 15 minutes of ECG and the entire incident's events and analysis decisions

Patient analysis system	
Patient analysis	Evaluates patient ECG to determine if a rhythm is shockable. Rhythms considered shockable are ventricular fibrillation (VF) and certain ventricular tachycardias (VT) associated with lack of circulation. For safety reasons, some VT rhythms associated with circulation will not be interpreted as shockable, and some very low-amplitude or low-frequency rhythms will not be interpreted as shockable VF
Sensitivity/specificity	Meets AAMI DF80 guidelines and AHA recommendations for adult defibrillation
Shock advised	Able to deliver a shock as soon as the device indicates a shock is advised
Quick Shock	Able to deliver a shock after the end of a CPR interval, typically in 8 seconds
Shock-to-Shock cycle time	Typically less than 20 seconds between shocks in a series
Artifact detection	Allows accurate ECG analysis even in the presence of most pacemaker artifact and electrical noise sources. Other artifacts are detected and corrective voice prompts issued

Battery (M5070A)	
Item number(s)	Standard: M5070A Aviation:989803139301 (TSO C-142-U.S. only)
Type	9 Volt DC, 4.2 Ah, lithium manganese dioxide, disposable long-life primary cell
Capacity	Minimum 200 shocks or 4 hours of operating time (EN 60601-2-4:2003)
Install-by date	Battery is labeled with an install-by date of at least 5 years from date of manufacture
Standby life	Four years typical when battery is installed by the install-by date. (Will power the AED in standby state within the specified standby temperature range, assuming 1 battery insertion test and no defibrillation uses)

SMART Pads II	
Item number	989803139261
Active surface area	12.4"² (80 cm²) each 13.2"² (85 cm²) each
Cable length	48" (121.9 cm)
Use-by date	Pads case is labeled with a use-by date of at least 2 years from date of manufacture
Infant/Child Key	Item # 989803139311

Training Pads II	
Item number	989803139271
Function	Special pads place HeartStart FRx into training mode and disable its energy delivery capability. Features eight real-world training scenarios

Automated and user-activated self-tests	
Daily automatic self-tests	Tests internal circuitry, waveform delivery system, pads, and battery capacity
Pads integrity test	Specifically tests readiness-for-use of pads (gel moisture)
Battery insertion test	Upon battery insertion, extensive automatic self-tests and user-interactive test check device readiness
Status indicators	Blinking green "Ready" light indicates ready for use. Audible "chirp" indicates need for maintenance

* Refer to the HeartStart FRx Defibrillator Owner's Manual for detailed product instructions.
All specifications based on 25° C unless otherwise noted. The defibrillator and its accessories are made of latex-free materials.

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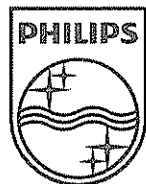
Philips is a Global 500 company and one of the world's largest medical products companies.

Philips has shipped nearly three-quarters of a million AED units.

Philips HeartStart defibrillators are deployed on airlines and in airports, workplaces, schools, healthcare facilities, and communities worldwide.

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Please visit www.philips.com/FRx for more information

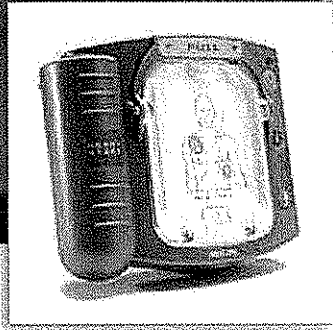


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Ordinary person, extraordinary moment

Philips HeartStart OnSite Defibrillator

PHILIPS
sense and simplicity

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Anyone, anywhere,



- The current survival rate for sudden cardiac arrest (SCA) is under 7%
- The likelihood of successful resuscitation decreases by about 10% with every minute that passes
- It is estimated that an additional 40,000 lives could be saved each year in the U.S. alone with widespread access to defibrillators!

anytime

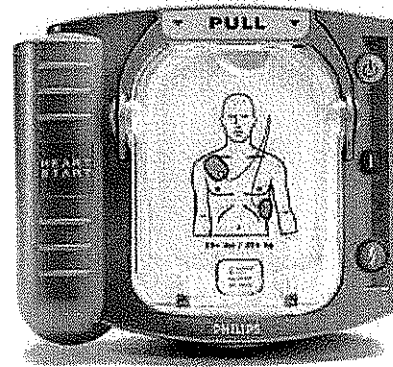
Power to save a life

Each year sudden cardiac arrest (SCA) strikes nearly 300,000 people in the US, 700,000 people in Europe, and hundreds of thousands more worldwide. The majority of these people have no warning, since they show no prior symptoms. And sadly, less than seven percent survive, often because emergency medical services cannot reach them in time.

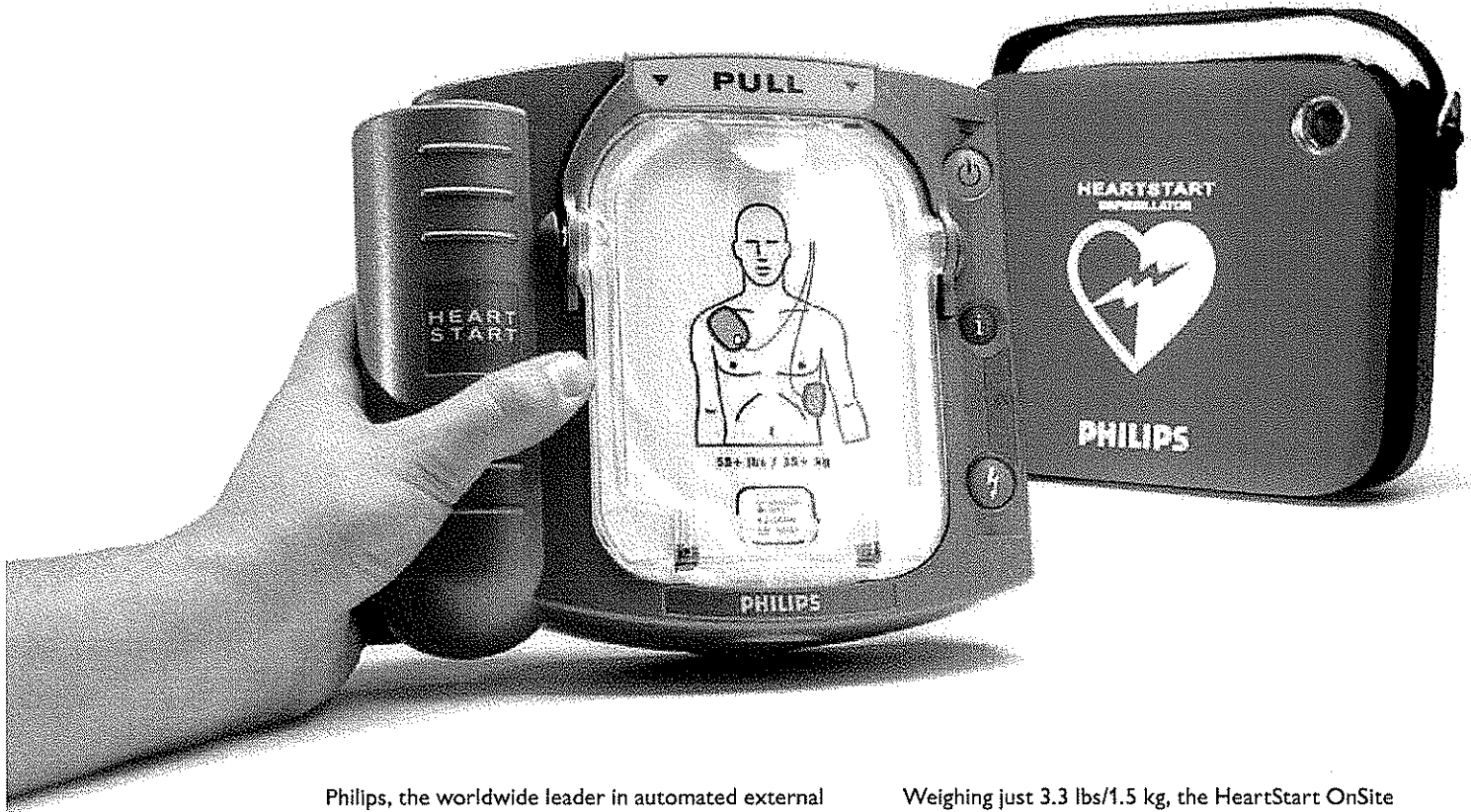
SCA most often occurs when the electrical system of the heart becomes chaotic, causing it to stop beating effectively. Lacking proper blood flow, the person becomes unresponsive, stops breathing normally, and will likely die unless promptly treated.

CPR is important, but it alone cannot restore a normal heart rhythm. A shock from a defibrillator is the most effective way to restore the heart's normal pumping rhythm. The victim's best chance of survival is to receive that shock within five minutes of collapse. A defibrillator will not save every SCA victim, but more lives could be saved if victims were reached more quickly.

Philips HeartStart Defibrillators enable virtually anyone to treat the most common cause of SCA by delivering a shock quickly and effectively, wherever it happens – at work, at play, while traveling – providing the power to save a life.



Guides you through every step



Philips, the worldwide leader in automated external defibrillators (AEDs), designed the HeartStart OnSite Defibrillator for the ordinary person in the extraordinary moment. The first and only AED available without a prescription, the OnSite is designed to be the easiest to set up and use and the most reliable defibrillator available.^{2,3} Our innovative technology, based on extensive research and user feedback, has produced a defibrillator so easy to use that you can potentially save the life of a coworker, friend, or anyone else stricken with sudden cardiac arrest.

Weighing just 3.3 lbs/1.5 kg, the HeartStart OnSite Defibrillator is small and lightweight. Using clear, calm voice instructions, it guides you through each step of defibrillation, including CPR coaching. Integrated SMART Pads placed on the victim's bare skin sense and adapt the defibrillator's instructions to your actions every step of the way.

HeartStart OnSite includes highly proven Philips technologies for heart rhythm assessment (SMART Analysis) and defibrillation energy delivery (SMART Biphasic). And like all HeartStart Defibrillators, it can be used to treat infants and children as well as adults.⁴

Easy to set up

The Philips HeartStart OnSite Ready-Pack configuration is virtually ready to rescue out of the box. Enjoy peace of mind knowing your device is deployed correctly and is ready when needed:

- Arrives with pads cartridge and battery already installed
- Device positioned inside carry case with spare pads cartridge in place
- Just pull the green tab to launch the initial self-test
- Automatic daily self-tests, including pads, help ensure continued readiness

Easy to use

Using the HeartStart OnSite Defibrillator is simple. Pulling the green handle activates the defibrillator and its voice instructions and visual icons. These instructions are paced to your actions, to help guide you through the entire process – from placing each pad on the patient to delivering a defibrillation shock and performing CPR.



Determines if a heart rhythm is shockable

If a shock is advised, the defibrillator directs you to press the flashing orange Shock button.

The OnSite also advises you to call emergency services and perform CPR. While performing CPR, the defibrillator's voice instructions can be activated to coach you on the frequency and depth of compressions as well as breaths.

Should EMS need a summary of care, it can be retrieved from the defibrillator's internal memory. An EMS provider simply presses the i-button and HeartStart OnSite verbally recounts events from its last clinical use.

Establishing a successful program from the start

As the world leader in automated external defibrillators (AEDs), we're also a leader in providing products and services designed to help you establish and maintain a successful AED program, including SMART Track AED program management, medical direction, access to training providers, and post-event support options.

Our customers agree that with Philips, you're well prepared, even across multiple sites with hundreds or thousands of employees. Philips experts have helped define industry best practices in AED program management, and we support American Heart Association and European Resuscitation Council guidelines for early defibrillation programs.

Smart for a reason

Replaceable SMART Pads Cartridges

The cartridge contains two adhesive pads that are placed on the patient's bare skin as indicated by the pictures on the pads. The pads are "smart" because they sense when they have been removed from the cartridge and when each has been applied to the patient, adjusting the voice instructions to your actions.

The HeartStart OnSite can be used on patients of any age, including infants and children. OnSite senses when the special infant/child SMART Pads Cartridge is installed. It automatically adjusts to a lower energy level more appropriate for infants and children, and also provides coaching for performing infant/child CPR.

To practice your skills, a special training pads cartridge (adult or infant/child) can be installed in the defibrillator. It disables the defibrillator's ability to shock, while walking you through patient care scenarios.

HeartStart user considerations

- You cannot use the HeartStart OnSite to treat yourself.
- Responding to cardiac arrest may require you to kneel

Designed to help save a life in extraordinary circumstances

Lightweight

Just 3.3 lbs/1.5 kg ready for use.

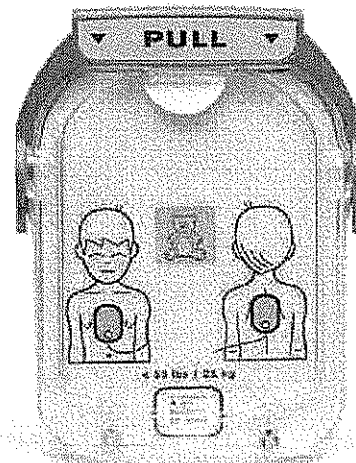
Intuitive

Clean design and clear voice instructions, including CPR coaching, are designed to help instill the confidence that's needed when treating a person in cardiac arrest.

Effective

The first Biphasic therapy with sufficient evidence to be classed "standard of care" and "intervention of choice" by the American Heart Association, SMART Biphasic effectiveness is backed by over 40 published, peer-reviewed studies.⁵

And with patented Quick Shock, the OnSite is among the fastest in class at delivering a shock after CPR. Studies show that minimizing time to shock after CPR may improve survival.^{6,7,8,9,10} As American Heart Association Guidelines 2005 note, "Reduction in the interval from compression to shock delivery by even a few seconds can increase the probability of shock success."¹¹



HeartStart OnSite Defibrillator specifications

Defibrillator	
Defibrillator family	HS1. Order M5066A
Standard configuration	Defibrillator, battery, adult SMART Pads cartridge (1 set), Setup and Maintenance Guides, Owners Manual, Quick Reference Guide, Date sticker
HeartStart OnSite Ready-Pack configuration	Order option R01. Defibrillator, battery, carry case, adult SMART Pads (1 pre-installed set, 1 spare set), Setup and Maintenance Guides, Owners Manual, Quick Reference Guide, Date Sticker
Waveform	Truncated Exponential Biphasic. Waveform parameters adjusted as a function of each patient's impedance
Therapy	Adult defibrillation: Peak current 32A (150 J nominal into a 50-ohm load). Pediatric defibrillation with optional Infant/Child pads cartridge installed: Peak current 19A (50 J nominal into 50-ohm load)
Shock-to-Shock cycle time	Typically less than 20 seconds between shocks in a series
Quick Shock	Able to deliver a shock after the end of a CPR interval, typically in 8 seconds
Voice instructions	Detailed voice messages guide responder through use of the defibrillator
CPR coaching	Instructions for adult or infant/child CPR available at user's option
Shock delivery	Via adhesive pads placed on patient's bare skin as illustrated on pads
Controls	Green SMART Pads cartridge handle, green On/Off button, blue i-button, orange Shock button
Indicators	Ready light; blue i-button; caution light, Shock button lights up when shock is advised
Physical	
Size	2.8" x 7.4" x 8.3" (7 cm x 19 cm x 21 cm) D x H x W.
Weight	With battery and pads cartridge: 3.3 lbs. (1.5 kg) Without battery or pads cartridge: 2.4 lbs. (1 kg)
Environmental/Physical Requirements	
Sealing	Solid objects per EN60529 class IP2X Drip-proof per EN60529 class IPX1
Temperature	Operating: 32° - 122° F (0° - 50° C) Standby: 50° - 109° F (10° - 43° C).
Humidity	Operating: 0% to 95% relative, non condensing Standby: 0% to 75% relative, non-condensing
Altitude	Operating: 0 to 15,000 feet Standby: 0 to 8,500 feet > 48 hours and 8,500 to 15,000 feet < 48 hours
Shock/drop abuse	Withstands 1-meter drop to any edge, corner or surface
Vibration	Meets EN1789 random and swept sine, road ambulance specification in operating and standby states
EMI (radiated/immunity)	Meets EN55011 Group 1 Level B Class B and EN61000-4-3
Data Recording and Transmission	
Infrared	Wireless transmission of event data to a Smartphone or PC, using the IrDA protocol
Data stored	First 15 minutes of ECG and the entire incident's events and analysis decisions

Patient analysis system	
Patient analysis	Evaluates patient ECG to determine if a rhythm is shockable. Rhythms considered shockable are ventricular fibrillation (VF) and certain ventricular tachycardias (VT) associated with lack of circulation. For safety reasons, some VT rhythms associated with circulation will not be interpreted as shockable, and some very low-amplitude or low-frequency rhythms will not be interpreted as shockable VF
Quick Shock	Able to deliver a shock after the end of a CPR interval, typically in 8 seconds
Sensitivity/specificity	Meets AAMI DF80 guidelines and AHA recommendations for adult defibrillation (Circulation 1997;95:1677-1682)
Artifact detection	The effects of pacemaker artifact and electrical noise are minimized
Battery (M5070A)	
Type	9 Volt DC, 4.2 Ah, composed of disposable long-life lithium manganese dioxide primary cells
Capacity	Minimum 200 shocks or 4 hours of operating time (EN 60601-2-4:2003)
Install-by date	Battery is labeled with an install-by date of at least 5 years from date of manufacture
Standby life	Four years typical when battery is installed by the install-by date. (Will power the AED in standby state within the specified standby temperature range, assuming 1 battery insertion test and no defibrillation uses)
SMART Pads	
Adult SMART Pads cartridge	M5071A defibrillation pads for patients 8 years of age and older or 55 lbs. (25 kg) and over
Infant/child SMART Pads cartridge	M5072A defibrillation pads for patients under 8 years of age or 55 lbs. (25 kg). By prescription only
Active surface area	13.2"² (85 cm²) each
Cable length	Adult pads: 54" (137.1 cm) Infant/Child pads: 40" (101.6 cm)
Use-by date	Cartridge is labeled with a use-by date of at least 2 years from date of manufacture
Training Pads	
M5073A	Adult Training Pads cartridge
M5074A	Infant/Child Training Pads cartridge
Function	Training pads feature 8 real-world training scripts. Used with training mat (included) or with adapters on manikins
Automated and User-activated Self-tests	
Daily automatic self-tests	Tests internal circuitry, waveform delivery system, pads cartridge, and battery capacity
Pads integrity test	Specifically tests readiness-for-use of pads (gel moisture)
Battery insertion test	Upon battery insertion, extensive automatic self-tests and user-interactive test check device readiness
Status Indicators	Blinking green "Ready" light indicates ready for use. Audible "chirp" indicates need for maintenance

* Refer to the HeartStart OnSite Defibrillator Owner's Manual for detailed product instructions. All specifications based on 25° C unless otherwise noted. The defibrillator and its accessories are made of latex-free materials.

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800 263 3342 (toll free, US only)

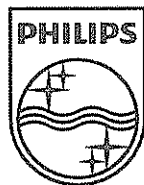
Philips is a Global 500 company and one of the world's largest medical products companies.

Philips has shipped nearly three-quarters of a million AED units.

Philips HeartStart defibrillators are deployed on airlines and in airports, workplaces, schools, healthcare facilities, and communities worldwide.

1. About Sudden Death and Cardiac Arrest. American Heart Association. Available at: <http://www.americanheart.org/presenter.jhtml?identifier=604>. Accessed July 28, 2010.
2. Andre, et al. Automated External Defibrillator Use by Untrained Bystanders: Can the Public-use Model Work? *Prehospital Emergency Care*. 2004;8:284-291.
3. Snyder. Time to Shock vs. Volce Prompt Duration: Optimization of Defibrillators for Public Access and Home Deployment. 6th Scientific Congress of the European Resuscitation Council. Oct 2002.
4. The Infant/Child pads cartridge is sold separately, and available only under the order of a physician, by prescription only.
5. Philips Medical Systems. SMART Biphasic Studies, listed alphabetically by study author: http://www.healthcare.philips.com/au_en/products/resuscitation/biphasic_technology/references.wpd
6. Yu et al. Adverse Outcomes of Interrupted Precordial Compression During Automated Defibrillation. *Circulation*. 2002;106:368-372.
7. Eftesol T, Sunde K, Steen PA. Effects of Interrupting Precordial Compressions in the Calculated Probability of Defibrillation Success During Out-of-Hospital Cardiac Arrest. *Circulation*. 2002;105:2270-2273.
8. Snyder et al. Biphasic Defibrillation Waveform Combined with AED-Imposed "Hands-Off" Intervals Significantly Affect Outcome Following Prolonged Cardiac Arrest. Abstract from 7th Scientific Congress of the European Council. 2004.
9. Snyder & Morgan. CPR Interruption Interval Varies Widely Among Commercially Available AEDs. Abstract from 7th Scientific Congress of the European Council, 2004.
10. Snyder, D.E. and Morgan, C. Wide Variations In Cardiopulmonary Resuscitation Intervals Among Commercially Available Automated External Defibrillators May Affect Survival Despite High Defibrillation Efficacy. *Critical Care Medicine*. 2004;32(9) Supplement:S421-S424.
11. American Heart Association. 2005 American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. *Circulation*. 2005, 112:IV-36.

Please visit www.philips.com/OnSite for more information



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Printed in The Netherlands.
4522 962 61611 * JUL 2010

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Products and services, maximizing defibrillator performance

Philips HeartStart OnSite Defibrillator supplies and accessories

PHILIPS
sense and simplicity

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Carry cases

There are three carry cases available for the HeartStart OnSite Defibrillator : the Standard Carry Case, the Slim Carry Case and the Hard-shell waterproof case. The Standard and Slim cases are constructed with semi-rigid materials and covered in durable red Cordura.® A window pocket inside both cases, the Standard and Slim, holds the OnSite Quick Reference Guide.



Standard Carry Case

Item # M5075A

In addition to the OnSite Defibrillator, the Standard Carry Case can accommodate one spare pads cartridge and a spare battery. It also comes equipped with a pair of paramedic scissors.

Dimensions:

9.5" (24 cm) w, 8.5" (21 cm) h, 4.8" (12 cm) d



Slim Carry Case

Item # M5076A

The Slim Carry Case (M5076A) holds the OnSite Defibrillator and a pair of paramedic scissors.

Dimensions:

9.5" (24 cm) w, 8.5" (21 cm) h, 3.5" (9 cm) d



Hard-Shell Carry Case

Item # YC

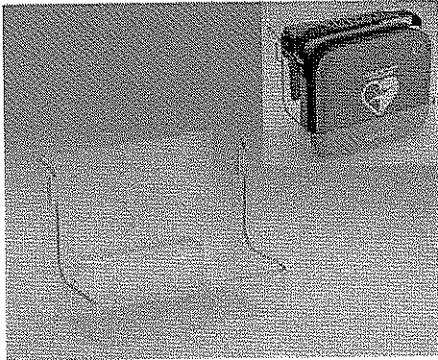
Our waterproof carry case made of hard-shell plastic is suited for more rigorous use, particularly in wet outdoor settings. It can also accommodate a spare battery, spare pads cartridge, and the contents of the Fast Response Kit.

Dimensions:

13.5" (34 cm) w, 12" (30 cm) h, 6" (15 cm) d

Wall mounting solutions

Philips Wall Mount Bracket and Defibrillator Cabinets let you strategically place defibrillators for fast access and response.



Wall Mount Bracket

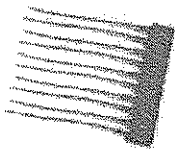
Item # 989803170891

The Wall Mount Bracket is designed specifically for housing a Philips HeartStart defibrillator and its accessories. The defibrillator's carry case can be tethered to the Wall Mount Bracket with a breakaway Secure-Pull Seal (M3859A) to discourage tampering. A broken seal indicates that the defibrillator has been removed from the Wall Mount and accessories may need to be replenished. The Fast Response Kit (68-PCHAT) tucks neatly behind the Defibrillator Case.

Dimensions:

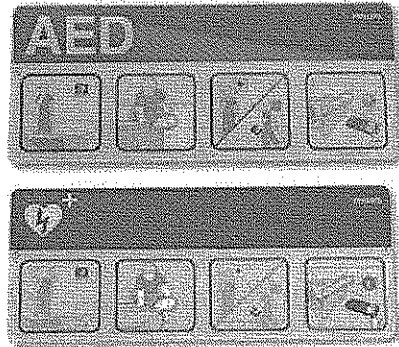
10.5" (27 cm) w, 8" (20 cm) h, 6.9" (17 cm) d

Weight: 18.4 ounces (0.52 kg)



Secure-Pull Seal

Item # M3859A



AED Awareness Placard

Item # 989803170901 (Red)

Item # 989803170911 (Green)

Raise AED awareness by putting an AED Awareness Placard above every AED located in a public area. Easy-to-understand graphics raise awareness of passers-by about how to use an AED in an emergency. Great for office settings, sports clubs, public facilities, school settings and more.

Dimensions:

10.25" (26 cm) w, 4.5" (11 cm) h



AED Awareness Poster Pack

Item # 861476 Opt. ABA (English)

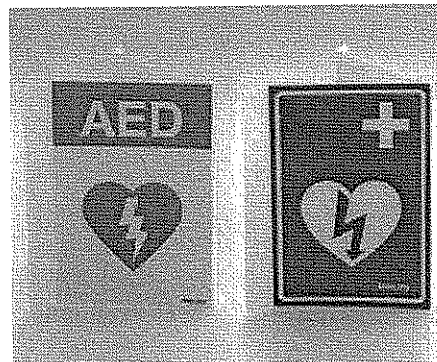
Opt. ABE (Spanish)

Opt. ABF (French)

Place these posters away from the AED, in break areas, copy rooms or locker rooms – anywhere that employees or members of the public can take a moment to raise their awareness about AEDs. Includes space for the AED coordinator to write-in the location of the nearest AED. Pack of four posters.

Dimensions:

11" (28 cm) w, 17" (43 cm) h



AED Wall Sign

Item # 989803170921 (Red)

Item # 989803170931 (Green)

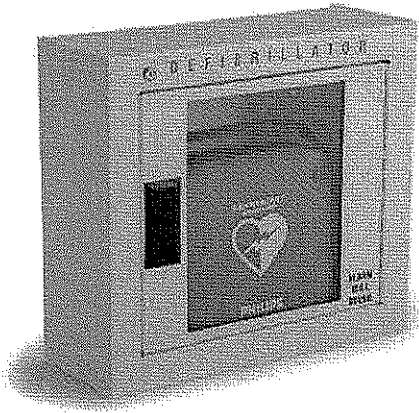
An AED Wall Sign hanging above a Wall Mount Bracket or Defibrillator Cabinet gives even greater visibility to the defibrillator. Can be mounted three different ways to maximize visibility: T-mount, V-mount or Corner Mount.

Face dimensions:

9" (23 cm) h, 6.1" (15 cm) d

Wall mounting solutions

To help mobilize an emergency medical response or deter AED theft, Philips offers three different battery-operated, alarmed wall cabinets. The basic cabinet has a simple audible alarm. Also available are two premium cabinets: a wall surface mounted cabinet and a semi-recessed cabinet that is inserted into a wall cut-out for a less obtrusive look.* The premium cabinets feature combination audible and flashing light alarms. They are made of sturdy heavy-gauge steel, and are large enough to accommodate additional medical supplies, such as oxygen. You can also connect the premium cabinets' alarms to your internal security system so that a more coordinated emergency response can be mobilized centrally.

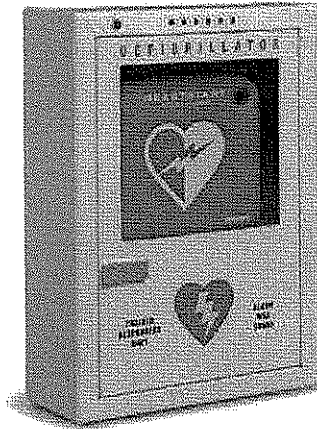


Basic Surface Mounted Cabinet

Item # 989803136531

Dimensions:

16.5" (42 cm) w, 15" (38 cm) h, 6" (15 cm) d

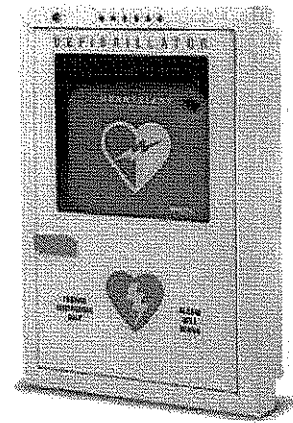


Premium Surface Mounted Cabinet

Item # PFE7024D

Dimensions:

16" (41 cm) w, 22.5" (57 cm) h, 6" (15 cm) d



Premium Semi-recessed Cabinet

Item # PFE7023D

Dimensions:

Recessed Compartment

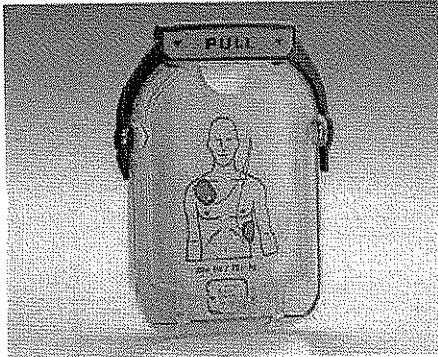
14" (36 cm) w, 22" (56 cm) h, 6" (15 cm) d

Footprint on wall

16.5" (42 cm) w, 24.5" (62 cm) h, 2.5" (6 cm) d

* The Americans with Disabilities Act requires that objects not protrude more than 4" into foot traffic areas of open aisles and walkways unless the object's bottom edge is no higher than 27" from the ground.

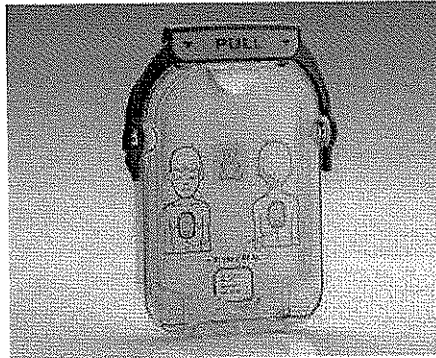
SMART Pads Cartridges



Adult SMART Pads Cartridge

Item # M5071A

HeartStart Adult SMART Pads are appropriate for cardiac arrest victims weighing 55 pounds (25 kg) or more.



Infant/Child SMART Pads Cartridge

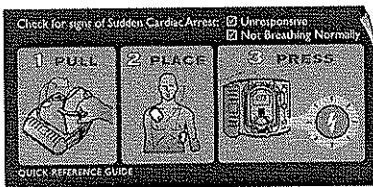
Item # M5072A

Children under 8 years of age or weighing less than 55 pounds (25 kg), including infants, should be treated using HeartStart Infant/Child SMART Pads, if available. These pads instruct the defibrillator to provide voice instructions appropriate for a pediatric patient, and to

1. Tang, et al. Pediatric Fixed Energy Biphasic Waveform Defibrillation Using a Standard AED and Special Pediatric Electrodes. Supplement to Circulation, Vol 102, No 18, October 31, 2000, II-437.
2. Cecchin, et al. Is Arrhythmia Detection by Automatic External Defibrillator Accurate for Children? Sensitivity and Specificity of an AED Algorithm in 696 Pediatric Arrhythmias. Circulation 2001; 103:2483-2488, May 22, 2001.

reduce the energy of its shock from 150 to 50 Joules (J), a more appropriate dosage.^{1,2} The Infant/Child Pads cartridge is marked with an indication of patient weight and with a teddy bear icon for easy identification. Purchase of this product requires a prescription.

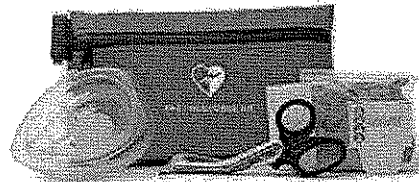
Additional accessories



Quick Reference Guide

Item # M5066-97800

The Quick Reference Guide provides a brief overview of defibrillator operation. Its short captions and straightforward drawings break down each step of the defibrillation process.



Fast Response Kit

Item # 68-PCHAT

The Fast Response Kit contains tools and supplies typically needed for patient care and personal protection: two pairs of hypoallergenic nitrile gloves, a pocket breathing mask, paramedic scissors, a chest hair razor, and a large extra-absorbent paper towel. These items are housed in a zippered pouch which attaches securely to the handle of the carry case.

Dimensions:

9.5" (24 cm) w, 5.5" (14 cm) h

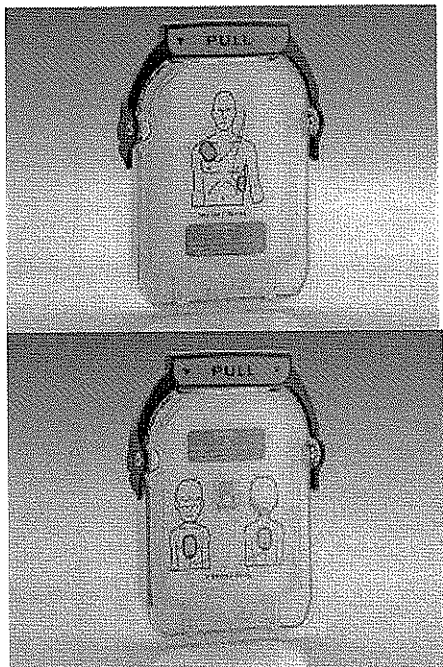


Long-life Battery

Item # M5070A

The OnSite Defibrillator uses a disposable, lithium manganese dioxide, long-life battery with a five-year shelf life plus a (typical) four-year installed life. A spare battery should be stored with the defibrillator. Additional batteries should be purchased for defibrillators used frequently for training and/or demonstrations.

Training tools



Training Cartridges

Item # M5073A (Adult)

Item # M5074A (Infant/Child)

To facilitate training on the OnSite Defibrillator, Adult and Infant/Child Training Pads Cartridges are available. These special purpose pads are installed in the HeartStart OnSite and the HeartStart Trainer. When installed in the OnSite, they suspend the defibrillator's ability to deliver a shock and activate its training mode, enabling the user to run any of eight emergency scenarios. Depending on which cartridge is used – Adult or Infant/Child – the defibrillator's voice instructions, including cardiopulmonary resuscitation (CPR) coaching, will be appropriate for treating the simulated victim.

Each training pads cartridge consists of a removable clear protective lid with a handle, a resealable film cover, and a pair of reusable adhesive pads.* It is packaged with a Pads Placement Guide (either Adult or Infant/Child) and illustrated instructions for installing the cartridge, using the Pads Placement Guide, and repackaging the cartridge after using it. A training pads cartridge can also be used on a manikin, connected with an internal (M5088A) or external (M5089A) manikin adapter.



HeartStart Trainer

Item # M5085A

For training many responders simultaneously, the Philips HeartStart Trainer is a flexible and economical solution. The HeartStart Trainer helps your responders learn to use the OnSite Defibrillator. With voice instructions matching those of the OnSite Defibrillator and eight preconfigured scenarios, the Trainer simulates how the defibrillator would operate during real-life situations the responders might encounter.

The HeartStart Trainer comes with a nylon carrying case, one reusable Adult Training Pads Cartridge (M5073A) and one External Manikin Adapter. Optional accessories include the Internal Manikin Adapter (M5088A) for use on selected manikins, the External Manikin Adapter 10-pack (M5089A) for use on all manikins, the Adult Pad Placement Guide (M5090A), and the Infant/Child Training Pads Cartridge (M5074A).

Instructor's Training Toolkit

Item # M5066-89100

The training toolkit includes instructional aids such as videos on DVD and presentations on CD for teaching groups of people to operate the HeartStart OnSite defibrillator.

* Replacement pads are available for training cartridges: Adult, M5093A and Infant/Child, M5094A.

Data management

Philips provides a broad range of tools to help you efficiently and effectively configure your HeartStart Defibrillators and then download, transmit, share, analyze, and report resuscitation data, so you and your medical director can fine tune your response to cardiac emergencies. Whether you manage a community public access program, a school AED program, a corporate emergency response team, an EMS system, or your hospital's resuscitation committee, the Event Review software suite has the tools you need to manage your defibrillator data.

HeartStart Review Express

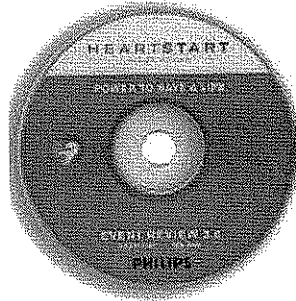
Our simplest data management product for a quick look at defibrillator data, Review Express lets you download an ECG from your defibrillator, view it and print it. The program can be downloaded from the Philips data management website at no charge. (www.medical.philips.com/goto/eventreview)

Data Messenger

Item # PN 861451 Opt A01
HeartStart Data Messenger helps you move defibrillator cases to where they need to be. Its ideal for fire departments and EMS organizations who want to download defibrillator cases from their AEDs and forward them on to a central data administrator or medical director for retrospective review on Event Review or Event Review Pro. You can configure it to operate automatically in the background. Alternatively, you can configure it to be an easy-to-use wizard that guides you step by step in downloading, viewing and forwarding cases. Runs on a PC or Smartphone.

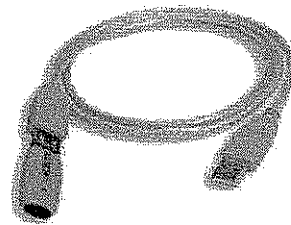
Event Review

Item # M3834A (single PC)
or 989803141811 (organization-wide)
Event Review allows you to download patient data from your defibrillator, and view it on your PC screen, annotate it with your comments, and add basic response and patient status information. You can save the case to a file or to a database, allowing ad hoc case queries, and case reports. You can also configure your OnSite with Event Review.* It is available with single PC pricing or unlimited organization-wide pricing.



Event Review Pro

Item # 861431 Option A01 – Single PC
Item # 861431 Option A03 – Site license
Event Review Pro is our comprehensive case management tool for the most demanding data managers and medical directors, with even more detailed data entry screens to record every aspect of the response, including detailed response times, interventions, and patient observations. In addition to the individual case reports, you get Utstein reporting and graphical summaries of your system's overall response times to help you manage your service levels more efficiently.



The Infrared Data Cable

Item # ACT-IR
Connected to a PC running HeartStart Review Express, Review Express Connect, Event Review or Event Review Pro, the Infrared Data Cable allows you to retrieve patient data from your OnSite Defibrillator for permanent storage as well as for viewing and reporting.

HeartStart Configure

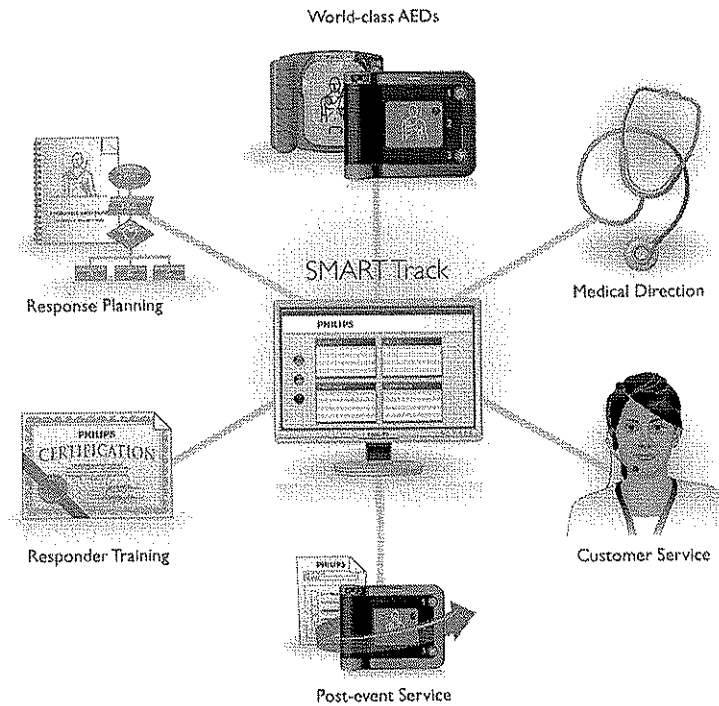
Item #989803143041
HeartStart Configure enables you to review and change the configuration of your FRx or HS1 using your Pocket PC.* You can retrieve the current configuration from your defibrillator, reset the configuration to default values or revise individual settings according to your medical director's preferences, and transmit them to the defibrillator. To more efficiently manage configuration for your defibrillator program, you can save values to a file on your Smartphone. This lets you transmit the same configuration to all your AEDs as well as maintain a record of allowable settings.

* Changes to default values should be done only by authorized personnel under the oversight of a medical professional. Purchase of this product requires a prescription.

HeartStart AED Services*

We provide management tools and resources to support the needs of your AED program. Whatever your needs, we will work with you to find the services that are right for your situation. We can help you seamlessly manage important components of your AED program, including:

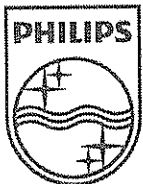
- SMART Track online program management
- Medical direction
- Training
- Maintenance
- Regulatory support
- Post-event support
- Customer service



Philips can help you implement a successful AED program at a single site or at multiple sites globally.

*Where available.

Please visit www.philips.com/OnSite



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HeartStart Defibrillators
+1 978 659 3332
800 263 3342 (toll free, US only)

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Estimate

Date	Estimate #
5/13/2011	806

Name / Address
Genoa Charter Township Amy Ruthig 2911 Dorr Road Brighton, MI 48116

Item	Description	Qty	Cost	Total
FRx State Contract	HeartStart FRx Defibrillator-State Contract Price	1	1,249.28	1,249.28
FRx Carrying Ca...	FRx Carrying Case-State Contract Price	1	87.10	87.10
FRx Pads State C...	HeartStart FRx SMART Pads-State Contract Price	1	32.50	32.50
FRx Pediatric Ke...	FRx Pediatric Key-State Contract Price	1	63.70	63.70
Fast Kit-State Co...	Fast Response Kit: 2 pairs of nitrile gloves, 1 CPR mask, 1 paramedic scissors, 1 prep razor, 1 large reinforced paper towel, 1 zippered pouch-State Contract Price	1	27.30	27.30
Cabinet Basic	Basic AED Wall Mounted Cabinet with Alarm	1	189.00	189.00
Phone #	Fax #	E-mail	Subtotal	
(248) 393-1326	(248) 393-0658	brian@cprconnection-na.com	\$1,648.88	
			Sales Tax (0.0%)	
			\$0.00	
			Total	
			\$1,648.88	

Amy Ruthig

From: Brian Gothard <brian@cprconnection-na.com>
Sent: Thursday, May 12, 2011 9:15 PM
To: Amy Ruthig
Subject: RE: AED for Genoa Township

Amy,

Please let me know the setting the AED will be used in (i.e. building or vehicle). The AED is available for State of Michigan contract pricing and is 35% off of list price. The cost for the AED is \$1,430.00 and \$200.00 for a cabinet to go with it for a building.

I look forward to hearing from you.

Brian

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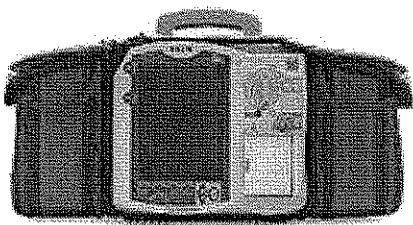
Brian D. Gothard, EMT-P
Manager, EMS and Monitoring Division
CPR Connection of North America
(248) 396-7120 Mobile
(248) 393-1326 Office
(248) 393-0658 Fax

OnSite demo: www.Philips.com/OnSiteDemo

FRx demo: www.Philips.com/FRxDemo

MRx demo: www.Philips.com/MRxDemo

Data Management: www.Philips.com/DataManagement



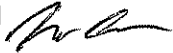
From: Amy Ruthig [mailto:amy@genoa.org]
Sent: Wednesday, May 11, 2011 1:58 PM
To: Brian Gothard
Subject: AED for Genoa Township

Good Afternoon,

I was referred to you by the Livingston County EMS. We are looking at purchasing a AED for Genoa Township. Any information that you could provide would be very helpful.

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 6/3/11

RE: Building Department Document Revisions

- Employment Contract with Dennis Smith
- Construction Board of Appeals Procedures
- Contract between Genoa Charter Township and SafeBuilt
- Fee Schedule

Attached you will find a copy of the decision by the State Construction Code Commission relative to our request to enforce the building code within Genoa Township. We have met with Counsel and have revised the above noted documents according to their direction to address the concerns of the Commission. On the consent agenda are four items for your consideration. Please consider the following actions:

Moved by _____, supported by _____, to approve an employment contract with Dennis Smith as presented.

Moved by _____, supported by _____, to approve Construction Board of Appeals Procedures as presented.

Moved by _____, supported by _____, to approve a contract between Genoa Charter Township and SafeBuilt to provide building inspection and plan review services as presented.

Moved by _____, supported by _____, to approve a Building Department Fee Schedule as presented.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF CONSTRUCTION CODES
CONSTRUCTION CODE COMMISSION
2501 Woodlake Circle
Okemos, MI 48864

Mailing Date: May 2, 2011

Genoa Charter Township (Livingston Co) Application to Administer and Enforce
2611 Dorr Road CCC Document No. 11-09 (c)
Brighton, MI 48116

DECISION OF THE MICHIGAN CONSTRUCTION CODE COMMISSION

On April 6, 2011, the Construction Code Commission reviewed Genoa Charter Township's Application to Administer and Enforce as prescribed in the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501. The application and all supplemental materials received before the meeting date were provided to all parties. The Michigan Association of Home Builders (MAHB) distributed a memorandum dated April 5, 2011. This document was also distributed electronically to all construction code commission members on the evening of April 5, 2011. The Home Builders Association of Livingston County (HBALC) distributed a compilation of data tracking construction permits in Livingston County from 2006 to 2010. The decision is issued pursuant to Section 8b (6) of 1972 PA 230, MCL 125.1508b (6).

FINDINGS

1) Section 1.6 of the contract identifies that SAFEbuilt will determine the fees for permits that shall be approved by the Building Official and Township Board. The legislative body of the governmental subdivision shall establish reasonable fees as prescribed in ~~MCL 125.1522-(1); not a private contractor.~~

2) Within the same section the contract defines what should be included in the building valuation utilized as the basis for determining a permit fee. Items that have no bearing on the effort for inspection such as contractor's profit and architectural fees should not be utilized to calculate a permit fee.

3) Referring to Attachment A of the contract under Building Department Services, Item No. 4 indicates that SAFEbuilt will interpret codes to provide clarification as needed. This is not a function of a private contractor. Code interpretations should be rendered by the building official for the enforcing agency or the Construction Code Commission.

4) Referring to Attachment A of the contract under Plan Review Services, SAFEbuilt indicates they will accept and perform plan reviews electronically. However, Article 20 of 1980 PA 299 requires that all documents prepared by licensed architects and engineers have an original seal and signature. The statute does not at this point in time acknowledge electronic submission of architectural and engineering documents.

5) Additionally, there is language within Attachment A that indicates SAFEbuilt will perform plan reviews on agricultural buildings. Under Section 2a (a) (f) and (z) of the Act, structures incidental to the purposes of agriculture are exempt from such regulation.

6) Referring to Attachment B of the contract, SAFEbuilt receives 85% of fees for permits and inspections with the Township receiving 15% of the fees. The fee arrangement does not reflect the actual cost of providing the service to the public.

7) Referring to Modified Attachment E the Building Permit Fee Schedule indicates that the fee for a commercial plan review would be 65% of the building permit fee. It is the determination that 65% of the building permit fee is excessive for a plan review fee.

8) It is also indicated that the building permit fee would be based on the building valuation for new construction in accordance with the ICC table or in accordance with the total valuation of the project, whichever is higher. It is determined that this could lead to abuse and manipulation in order to set and recover higher fees. Additionally, utilizing the building valuation method presents confusion for calculating permit fees for renovations, alterations and repairs. The bureau believes that the Township should decide upon a specific method and provide a formula to indicate how the building permit fee will be calculated. Additionally, there is not a method within the fee schedule to determine plan review and permit fees for pre-manufactured units.

9) Electrical, mechanical, and plumbing trade permit fees are based upon the building valuation. This is not the appropriate method to determine the trade permit fee. The fee for these permits should be based upon the equipment installed and the effort to inspect the equipment and systems authorized and installed under the permit. Additionally, basing the trade permit fee upon total building valuation presents problems for calculating fees for renovations, alterations, and repairs.

10) The fee charged for the use of outside consultants for plan checking and inspection indicates that the applicant will be billed at the actual cost that include administrative and overhead costs. It would not be clear to the public as to when this fee would be incurred.

11) Referring to Section (a) (1) Modified Attachment F, Construction Board of Appeals General Powers and Duties, this section should also indicate that the board of appeals has no authority to waive any requirements of the Michigan Construction Code.

12) Referring to the Services Agreement, the building official will work 5 hours per week. If there is only enough work to justify 5 hours a week, there is not enough to justify the authority to administer and enforce the code.

13) The construction industry represented by MAHB, HBALC, Michigan Mechanical and Plumbing Contractors Association, and the Sheet Metal Air Conditioning Contractors National Association testified that the Livingston County Building Department provides construction regulation service that they were pleased with. They further testified that duplication of service was unnecessary and would lead to higher fees


14) Referring to Section 2.2 of the contract, the language explicitly states that SAFEbuilt is not an agent of the township and the township does not direct the means and methods of SAFEbuilt. This violates the fiduciary responsibility to the public regarding the authority as an enforcing agency.

15) Dennis Smith is designated as the building official for the township, and has admitted ~~being on the payroll of SAFEbuilt. This is a conflict of interest.~~

CONCLUSION

Genoa Charter Township has not demonstrated that it is "qualified by experience and training to administer and enforce this act and the code and all related acts and rules" as required by MCL 125.1508b (6) for the reasons enumerated above. The application shows that the township will relinquish delegated governmental authority to a private company.

THEREFORE, it is the decision of the Construction Code Commission to not approve Genoa Charter Township's Application to Administer and Enforce. In accordance with Section 8b (6) of 1972 PA 230, MCL 125.1508b (6), a governmental subdivision that receives a disapproval may resubmit its application for approval.



Irvin J. Poke, AIA
Director, Bureau of Construction Codes

May 2, 2011

GENOA TOWNSHIP
CODE OFFICAL EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between, GENOA TOWNSHIP, with office at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as "Employer" and Dennis Smith, of 922 Main Street, Fenton, Michigan 48430, hereinafter referred to as "Code Official."

1. Employer hereby employs and Code Official hereby accepts employment subject to the terms of this Agreement as hereinafter set forth.
2. The Initial Term of this Agreement shall commence on February 1, 2011 and end on December 31, 2012, unless sooner terminated by either party as provided herein. This Agreement shall extend for successive one (1) year terms unless terminated at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term as applicable.
3. The duties of the Code Official shall include such work as may be required by Employer together with the described duties as recited in **Attachment A** attached hereto. The Code Official position is a part time position. The Code Official shall work a minimum of five (5) hours per week for Employer with the specific hours to be reasonably determined by Chief Administrative Officer. In addition, the Code Official shall, at no cost, occasionally attend Township Board meetings as directed by the Township Manager, Supervisor, Clerk or Treasurer. Regular attendance is not contemplated at this time. If regular attendance is required in the future this contract may be modified.
4. During working hours, the Code Official shall devote his full time and attention and his best energies and abilities to the performance of such duties as may be assigned to him by Employer, and shall serve Employer faithfully and diligently and use his utmost endeavors to promote the interests of Employer.
5. The Code Official represents and warrants that he is licensed and properly registered as required by law and will comply with all applicable laws during the term of this Agreement including, but not limited to, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501, et.seq, the Building Officials and Inspectors Registration Act, MCL 338.2301, et.seq., and the Occupational Code, MCL 339.101, et.seq. The Code Official further warrants and represents that he will, during the term of this Agreement, enforce the Michigan Building Code and the Genoa Township Ordinances within Genoa Township on behalf of Employer. The Code Official further represents and warrants that he possesses all skills, knowledge and abilities to competently, timely and professionally perform the Services of the Code Official as required by law and that the services will be performed in a good and competent manner. The Code Official shall provide Employer with a copy of all licenses and registrations required by this Agreement.
6. This contract may be terminated without cause by the Township upon the giving of thirty (30) days notice to the Code Official. Likewise, the Code Official may terminate this contract on thirty (30) days notice to the Township.

7. Employer agrees to pay Code Official and Code Official agrees to accept as compensation, Seven-thousand, Seven-hundred Fifty and 00/100 Dollars (\$7,750.00) per year based on twelve months. Payment for the 2011 year shall be pro-rated based on eleven months (i.e, \$7,750.00/12 x 11). The sums shall be paid to the Code Official in equal biweekly payments during the term of the contract. The Code Official shall submit weekly time sheets to the Township Manager or Chief Administrative Officer as directed.
8. Employer agrees to pay the Code Official for incidental expenses incurred in relation to activities approved by the Township in accordance with Township policies.
9. The Code Official shall have all other benefits as described in the Genoa Township Personnel and Policy Manual as may be modified from time to time by the Employer.
10. The Agreement shall be binding upon and inure to the benefit of the Code Official and his heirs and assigns and personal representatives and the Township of Genoa, a general law township.

IN WITNESS WHEREOF, the Township, through its Supervisor and Clerk, have executed this Agreement after grant of authority to do so by the Genoa Township Board on January 3, 2011 and Dennis Smith, the Code Official, has set his hand and seal, on the date indicated.

WITNESSETH:

GENOA TOWNSHIP – EMPLOYER

By: _____

Gary T. McCririe

Its Supervisor

Dated: _____, __, 2011

By: _____

Paulette A. Skolarus

Its Clerk

Dated: _____, __, 2011

CODE OFFICIAL

Dennis Smith

Dated: _____, __, 2011

ATTACHMENT A CODE OFFICIAL RESPONSIBILITIES

The following are responsibilities of the Building Code Official:

1. Enforcement of building codes.
2. Issuance, suspension, revocation or cancellation of building permits.
3. Providing written code violation notices.
4. Assist in the establishment of fees.
5. Providing official orders and notices.
6. Issue "Stop Work" orders for work done without a permit
7. Issue "Dangerous Building Notices"
8. Review files for buildings being completed and issue Certificates of Occupancy where applicable
9. Review monthly reports and annual reports for work performed and fees collected among other activities in a format acceptable to the Township
10. Meet with applicants for pre-submittal courtesy reviews
11. Work in unison with the Brighton Area Fire Authority to ensure compliance with any applicable fire codes and to be certain that all commercial and multi-family residential structures have been properly inspected prior to issuing a Certificate of Occupancy
12. Provide advice, education, and support to the Township Board and department heads regarding code interpretations and adoptions

13. Fulfill all the duties and legal requirements set forth by the State of Michigan Building Codes and the Township Code of Ordinances
14. Oversee qualified and certified personnel to perform inspections, plan review and Building Code Official duties as required by the State of Michigan
15. Review and respond to all Freedom of Information Act ("FOIA") requests in compliance with the Township's FOIA procedure and review all subpoenas or requests for any documents or information concerning court cases
16. Review and determine all fee disputes with third parties
17. Facilitate and assist the Building Code Board of Appeals for the Township and maintain records
18. Interpret and decide all building code questions requiring official action within the Building Department
19. Provide all other services under State Law, the Township Code of Ordinances, Resolutions of the Township Board or as implied under the duties and scope of services listed in this Agreement.

Genoa Township

Construction Board of Appeals

ESTABLISHMENT; COMPOSITION; APPOINTMENT AND TERMS OF MEMBERS.

(a) The Construction Board of Appeals of the Township, heretofore created pursuant to the Stille-DeRossett-Hale Single State Construction Code Act (PA 230 of 1972), as amended, is hereby established. The Construction Board of Appeals shall consist of five (5) members appointed by the Township Supervisor with Board concurrence. Each member of the Construction Board of Appeals should have at least five years of professional experience as a licensed contractor, licensed engineer, licensed architect, licensed electrician, or a licensed plumber. If a representative is not available from one of these categories, others may be appointed who do not meet all of the specific requirements but, in the opinion of the Supervisor with Board concurrence, are qualified with experience and training to pass upon pertinent matters.

(b) Such members shall be appointed for two (2) year terms except that the initial appointments shall provide for one (1) three-year term, two (2)-two-year terms, and two (2) one-year terms so that subsequent appointments shall not occur at the same time.

MEETINGS AND RULES GENERALLY.

The Construction Board of Appeals shall meet at such times as the Board may determine. All meetings of the Construction Board of Appeals shall be open to the public. Compensation for the appointed members of the Construction Board of Appeals may be determined periodically by the Genoa Township Board.

QUORUM, VOTES NECESSARY FOR DECISION.

A majority of the members of the Construction Board of Appeals shall constitute a quorum. A majority of the members is required to take action on all matters not of an administrative nature, but a majority of a quorum may deal with administrative matters.

SECRETARY; MINUTES OF MEETINGS; RECORDS OF HEARINGS.

(a) The Township Manger, or his or her designee, shall serve as secretary of the Construction Board of Appeals and shall keep records of its meetings. The minutes of the meetings shall be in writing, but may state the substance of any matter considered.

(b) Official records of all hearings shall be prepared to include the following:

- (1) Notices, pleadings, motions, and intermediate rulings.
- (2) Questions and offers of proof, objections, and rulings thereon.
- (3) Evidence presented.
- (4) Matters officially noticed (except matters so obvious that a statement of them would serve no useful purpose).
- (5) Findings and exceptions.

- (6) Decisions and reasons for the decision.

GENERAL POWERS AND DUTIES.

(a) The Construction Board of Appeals shall act as a quasi-judicial body in deciding matters brought before it which involve any provision of the Township's building, plumbing, mechanical, electrical, and fire codes. The Construction Board of Appeals shall also act as an advisory board to the Genoa Township Board. The Construction Board of Appeals shall have the following powers and duties:

- (1) To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the Township building, plumbing, mechanical, electrical and fire codes. The Construction Board of Appeals shall have no authority to waive requirements of any Township codes and no authority to waive any requirements of the Michigan Construction Code.
- (2) To approve alternate materials and methods of installation. To do acts, make decisions and make such determinations as authorized by State law or the Michigan Construction Codes.
- (3) After a public hearing, the Construction Board of Appeals may grant a specific variance to a substantive requirement of the codes, if the literal application of the substantive requirement would result in 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 the particular item or part for the health, safety, and welfare of the people of the Township and the intent of the code is observed, public safety secured and substantial justice done.

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

(b) The Construction 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 the Township. 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 the minimum variance from the code be granted that is necessary to alleviate the exceptional practical difficulty.

PROCEDURE FOR APPEALS TO THE CONSTRUCTION BOARD OF APPEALS.

(a) Appeals from the rulings of any official charged with the enforcement of this section may be made to the Construction Board of Appeals within such time as shall be prescribed by the Construction Board of Appeals or by this section. The appellant shall file, with the official from whose decision the appeal is taken and with the Construction Board of Appeals, a notice of appeal, specifying the grounds therefore and stating the address of the appellant. The Building Official shall set the matter for hearing and give due notice thereof to all interested parties. The Construction Board of Appeals shall hear such matter and decide the same not later than thirty days after submission of the appeal. Failure by the Construction Board of Appeals to hear an appeal and file a decision within the time limit shall be deemed a denial of the appeal, for the purposes of instituting an appeal to the State Construction Code Commission pursuant to Section 16 of the Act (MCL 125.1516).

(b) Within the limits of its jurisdiction, as prescribed in this section, the Construction Board of Appeals may reverse or affirm, in whole or in part, or may make such order, requirement, decision or determination as, in its opinion, ought to be made in the premises, and to that end shall have all the powers of the official from whom the appeal is taken. The final disposition of such appeal shall be in writing and shall state the grounds therefore and shall be forthwith delivered to the appellant at his last known address.

REQUEST FOR INTERPRETATION, APPROVAL OF MATERIALS, ETC.

Any person, including the Building Official, may file with the Construction Board of Appeals requests for interpretation of the codes, approval of alternate methods or materials, or any other matter provided for under the powers and duties of the Board, in the same manner as provided for appeals.

CONTENTS OF ORDERS.

Any orders issued by the Construction Board of Appeals shall be set out in full, shall be supported by findings of fact, and shall state the grounds of the order in a manner reasonably calculated to apprise the petitioner of the basis thereof.

WHEN DECISION EFFECTIVE.

Decisions of the Construction Board of Appeals become effective immediately after filing of the decision with the Building Official.

DECISIONS.

A record of decisions made by the Construction Board of Appeals, properly indexed, and any other writing prepared, owned, used, in the possession of, or retained by the Construction Board of Appeals in the performance of an official function shall be made available to the public in compliance with the Freedom of Information Act, PA 442 of 1976.

FURTHER APPEALS.

An interested person, or his or her authorized agent, may appeal a decision of the Construction Board of Appeals to the State Construction Code Commission.. Review by the State Construction Code Commission must be filed within ten business days of the filing of the decision by the Construction Board of Appeals 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. An appeal pursuant to the Administrative Procedures Act of 1969, Act No. 306 of the Public Acts of 1969, as amended, from a decision of the Construction Board Commission or a board, following an appeal from a decision of the Construction Board of Appeals or enforcing agency shall be made by a claim of appeal filed with the Court of Appeals. An appeal pursuant to that act from any other decision of the Construction Board Commission or of a board shall be by petition to review filed with the Ingham County Circuit Court.

**AN AGREEMENT BY AND BETWEEN GENOA CHARTER TOWNSHIP,
AND Safe Built Michigan, Inc.
FOR BUILDING DEPARTMENT SERVICES**

THIS AGREEMENT FOR BUILDING DEPARTMENT SERVICES (this "Agreement") is made this _____ day of _____, 2010. The parties to this agreement are Genoa Charter Township, a Michigan Municipal Corporation, whose address is 2911 Dorr Road, Brighton, MI 48116 hereinafter referred to as the "Township" and Safe Built Michigan, Inc., a Delaware corporation, whose address is 7111 Dixie Highway, #140, Clarkston, Michigan 48346 hereinafter referred to as "Safe Built".

WHEREAS, the Township has the responsibility under State laws and Township Ordinances to adopt and enforce certain building codes and other ordinances, conduct inspections, review site plans, and conduct other professional services as described in this Agreement and the Stille-Derossett-Hale Single State Construction Code Act, MCL125.1501 et. seq.; and

WHEREAS, Safe Built has represented to the Township that it has substantial knowledge and experience in the interpretation and application of the Township's adopted Code of Ordinances to various building construction and maintenance situations, including but not limited to, the inspection of buildings to determine compliance with State laws and Township ordinances, which include building codes, the review of site plans, and all other types of professional services; and

WHEREAS, Safe Built represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Township wishes to engage Safe Built to perform the services described in this Agreement; and,

WHEREAS, Safe Built wishes to perform such services; and,

WHEREAS, in order to clearly set forth the responsibilities, powers, and rights of each of the parties, the Township and Safe Built enter into this Agreement.

NOW, THEREFORE, in consideration of the recital, promises, covenants herein set forth, and any other good and valuable consideration received for, the parties agree as follows:

1. SERVICES, FEES AND PAYMENT

- 1.1 Services. As directed by and under the supervision of the Township Manager, or his designee, Safe Built shall provide the Township with the following services: required plan reviews and inspections of buildings and structures within the boundaries of the Township based upon the Michigan Building Code and any other adopted codes and amendments or applicable State and Federal requirements, and other Township -adopted ordinances, regulations, standards, and requirements related to building construction (collectively, the "**Township's Codes**") and such other services as are listed on the attached **Attachment A**. Such services shall include services related to building permits, electrical permits,

plumbing permits, and mechanical permits. Services shall also include, but not be limited to, pre-submittal courtesy reviews to aid in the redesign of deficient submittals, working with the Fire Department to ensure compliance with the applicable fire code, provide advice, education, and support to Township Building Official and Board regarding code interpretations and adoptions, , training to keep all building personnel proficient in the then current Building Code. All Safe Built employees performing Services under this Agreement shall be registered Act 54 and appointed deputy building officials, inspectors, and/or plan examiners by the Township Building Code Official as provided in Section 103.3 of the Michigan Building Code and each such person shall swear an oath of office as reasonably required by the Township.

- 1.2 Safe Built shall not perform services designated as the Responsibility of the Township Building Code Official. The responsibilities of the Township Building Code Official are set forth in **Attachment C**.
- 1.3 Changes to Services. The Township may request changes in the Services. Any changes to Services that are mutually agreed upon between the Township and Safe Built shall be made in writing and shall set forth the specific change(s) in service along with the change(s) in cost, if any.
- 1.4 Safe Built shall utilize the Township's Codes and State Building Code as its governing criteria in all plan reviews and inspections performed by Safe Built. Safe Built shall, from time to time, at no additional cost to the Township and at the request of the Township or as deemed appropriate by Safe Built, make recommendations for improvements, updates, additions, or deletions to the Township's Codes to maintain the building standards desired by the Township.
- 1.5 In consideration of Safe Built providing such services, the Township shall pay Safe Built for the services performed in accordance with the fee schedule included herein as "Attachment B – Fee Schedule for Building Department Services Provided by "Safe Built". The compensation set forth in **Attachment B** shall be inclusive of all costs of any nature associated with Safe Built's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant or subcontractor fees. All services performed by Safe Built will be billed and submitted by Safe Built to the Township on a monthly basis for services provided up to the end of the applicable month. The Township shall pay all such undisputed bills or invoices within thirty (30) days of receipt by the Township.
- 1.6 Permit fees shall be based on project valuation as determined by the Township's Building Official based on the International Code Council (ICC) Building Valuation Data table and shall be defined as the total value of all construction work for which the permit is issued. Said permit fees shall not become effective until approved by the Township Board. The "Building Valuation Data" table is published every February and August by the International Code Council Building Safety Journal. Building valuation shall be adjusted at least annually according to the International Code Council Building Safety Journal.

- 1.7 Free or Reduced Cost Services. The parties acknowledge and understand that the Township is or may be required by law to waive inspection fees on a limited number of projects during a calendar year or may, at its discretion, waive or reduce inspection fees for certain projects that provide a substantial and direct public benefit (e.g., Township owned buildings, inspection related to court cases or following up services directed by a court of law). The Township shall notify Safe Built of such circumstance(s) at the earliest opportunity and the Township may request Safe Built to perform building and inspection services at no cost or at a reduced cost with the prior consent of Safe Built.
- 1.8 For purposes of this agreement, Kelly VanMarter is the Planning Director of the Township.
- 1.9 Safe Built shall investigate complaints of Township Code violations when directed by an administrative officer of the Township. Following such investigation, Safe Built shall report to the Township's Planning Director and Township Building Official and, when instructed to do so, shall provide a written summary of such investigation to the Planning Director. At the request of the Township and upon approval of Safe Built, and subject to payment at the rate identified on "**Attachment B**" for such services, Safe Built shall assist the Township in pursuing administrative, criminal, and/or civil remedies against any violator of the Township's Codes including but not limited to, providing testimony by Safe Built inspectors in any proceedings regarding the violation.
- 1.10 If Township ordinances or codes adopted by the Township do not specify when a permit expires, Safe Built will remove from active status (expire) all permits that have been inactive for a period greater than 180 calendar days. Inactive permits are those where work has been suspended, abandoned, or no inspections have been requested; and the permit applicant has not requested an extension during any consecutive 90 calendar day period.

2.0 SAFE BUILT'S RESPONSIBILITIES

- 2.1 Safe Built shall perform its services with the degree of care, skill, professionalism and diligence ordinarily exercised under similar circumstances by other entities practicing or performing the substantially same or similar services in the State of Michigan. Safe Built represents to the Township that Safe Built is, and its employees performing such services are, properly licensed and/or registered within the State of Michigan for the performance of the Services and that Safe Built and its employees possess the skills, knowledge, and ability to competently, timely and professionally perform the Services in accordance with this Agreement. Safe Built further represents and warrants that the Services performed by Safe Built under this Agreement will be performed in a good and workmanlike manner consistent with industry standards.
- 2.2 Independent Contractor. Safe Built is and shall be an independent contractor and not an employee of the Township. As an independent contractor, Safe Built and anyone employed by Safe Built is not entitled to workers' compensation benefits except as provided by Safe Built nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Safe Built or some other entity. The Township shall not be liable for the direct payment of any salaries, wages, payroll taxes, unemployment

benefits, or any and all other forms or types of compensation or benefit to any personnel performing inspection services herein for said Township. Safe Built acknowledges that neither it nor its employees are covered by the Township's Workers' Compensation policy. Accordingly, Safe Built acknowledges and agrees that Safe Built is statutorily required to have in place, make available, and provide Workers' Compensation insurance for all of its employees.

- 2.3 Safe Built shall provide to the Township the work telephone numbers of all employees, including any mobile telephones that may be used to contact such employees during working hours while performing Services under this Agreement.
- 2.4 Safe Built shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner and such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances. The Township may in its reasonable discretion, demand the removal of any Safe Built employee from the performance of the Services, and upon such demand, Safe Built shall remove the employee.
- 2.5 Safe Built shall not allow employees, contractors, or subcontractors that are convicted of certain crimes to do work in Genoa Township. Those crimes include, but are not limited to, fraud, crimes involving theft, criminal sexual conduct, crimes involving assault or violence, crimes involving serious moral turpitude, gambling, prostitution, weapons violations, tax evasion, controlled substance crimes, or crimes involving excess alcohol. In addition, Safe Built shall not allow any employee, contractor or subcontractor to drive during their employ on a revoked or suspended driver's license or to drive an uninsured or underinsured vehicle while performing services under this Agreement.
- 2.6 Safe Built shall comply with all applicable federal, state and local laws, ordinances, regulations and resolutions in the performance of Services hereunder.
- 2.7 Safe Built shall be responsible, at its expense, for obtaining and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services (including licenses and permits for any required for any of its employees to perform the Services). Safe Built shall provide the Township with copies of all such licenses and permits.
- 2.8 If requested by the Township, Safe Built shall make the appropriate employees, contractors, subcontractors, agents and independent contractors available for court proceedings as witnesses, expert witnesses or otherwise, instituted by or involving the Township in either criminal or civil matters which involve services performed under this Agreement, including without limitation, appearances at pre-trial conferences, bench trials, jury trials, mediations, facilitations, and at all other times requested by the Township.
- 2.9 Safe Built shall make the appropriate employee, contractor, subcontractor, agents and independent contractors available for consultation with the Township Supervisor, the Township Manager, the Township Attorney, the Planning Director and the Township Building Official, or their designees, to discuss issues regarding litigation and/or matters of interest to the Township Board of Trustees or the public.

- 2.10 Safe Built shall in a timely manner inform the Township Building Official and the Planning Director of all oral complaints and shall provide the Township Building Official and Planning Director copies of any and all written complaints it receives from third parties against the Township, Safe Built or any of their employees, contractors, subcontractors, agents or independent contractors. Safe Built shall work with the Township Building Official and/or the Planning Director, as directed, to resolve any such complaint and shall inform the Township Building Official and the Planning Director of any actions taken.
- 2.11 Safe Built acknowledges that its actions will reflect on the reputation of the Township and that it is imperative to the Township that Safe Built treat the Township and the public with the utmost fairness and respect. As such, Safe Built shall strictly comply with all requirements of this Agreement and shall perform its services in the most expeditious manner possible. In furtherance of this goal, the Township Manager, or his designee, may require periodic reviews of Safe Built's performance under this Agreement. Safe Built shall provide all information requested by the Township Manager or his designee for this purpose.
- 2.12 Safe Built shall provide the Township with such reports and information as the Township Manager or the Planning Director may reasonably request which are pertinent to Safe Built's performance under this Agreement.

3.0 LEASING OF OFFICE SPACE

- 3.1 Office Space. The Township shall provide Safe Built two (2) cubicles within the Township Hall or such other location as the Township may determine, for use by Safe Built employees, contractors, subcontractors, agents or independent contractors for the performance of the Services under this Agreement and for use as a base for providing services to other Safe Built clients in the area. The Township shall also provide such Safe Built employees contractors, subcontractors, agents and independent contractors with access to Township facilities in the Township Hall (or such other location, as applicable) such as restrooms, kitchen facilities and conference rooms. Safe Built shall pay to the Township \$_____ (\$_____) per month as rent. This lease is a gross lease and shall include all utilities except telephone usage charges. Safe Built shall arrange and pay for telephone service directly with the provider, however, Safe Built's telephone lines shall be installed in such a manner so that the Township administrative staff may forward calls directly to the applicable Safe Built employee, contractor, subcontractor, agent or independent contractor while such person is in the Township Hall.
- 3.2 Building Modifications. Safe Built acknowledges and agrees that the leased space is suitable for its intended use. Safe Built shall not perform any modifications, improvements, additions or other construction to the leased space without the prior written consent of the Township Supervisor or Township Manager. Any permitted improvements shall attach to the building and be considered Township property unless the parties agree otherwise in writing.

3.3 Maintenance. Safe Built shall maintain the leased spaced in a clean and neat manner and in compliance with all Township ordinances and state laws. The Township shall provide for trash removal and cleaning services.

4.0 SAFE BUILT USE OF COMPUTERS, COPIERS, EQUIPMENT AND SUPPLIES

4.1 Use of Computers. Safe Built shall, at its expense, provide its employees, contractors, subcontractors, agents and independent contractors with desktop computers, software and other computer equipment as is necessary to perform the Services under this Agreement, except that the Township shall provide access to Safe Built to the Township's server, including the Township's data bases, as is necessary for Safe Built to perform its services under this Agreement only. Safe Built shall not use the Township's data bases or other equipment to perform services for Safe Built's other clients. The Township shall have access to all of Safe Built's computer files and information that are pertinent to Safe Built's performance of Services under this Agreement at all times. The Township shall not access Safe Built's computer files related to Safe Built's other clients. Safe Built shall be responsible for maintaining its computer equipment and software at its expense and the Township shall be responsible for maintaining its computers and software.

4.2 Use of Internet. Safe Built employees, contractors, subcontractors, agents and independent contractors may access the internet from the Township offices only as necessary to perform the Services under this Agreement and as necessary to perform services for Safe Built's other clients.

4.3 Safe Built shall indemnify, hold harmless and defend the Township, including its elected and appointed officials, employees and volunteers against any and all claims, demands, suits and losses for any damages which may be asserted, claimed or recovered against or from the Township, its elected and appointed officials employees or volunteers by reason of any allegation of unauthorized use of third party software provided that the Township gives Safe Built prompt written notice of any such claim and reasonable assistance in defending any such claim.

4.4 Safe Built shall supply all of its own office supplies and materials, including but not limited to, postage, paper, envelopes, letterhead, pens, pencils, markers and business cards. Any time that Safe Built uses the name "Genoa Township" or "Genoa Charter Township" or the Township logo on its letter head, documents, envelopes, business cards, or other printed materials, it must also include a Safe Built designation approved by the Township Manager.

5.0 INSURANCE AND INDEMNIFICATION

5.1 At a minimum, Safe Built shall procure and maintain, and shall cause any subcontractor of Safe Built to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Township. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 5.1.1 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit, and Five Hundred Thousand Dollars (\$500,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- 5.1.2 Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Township and the Township's officers, employees, and consultants as additional insured. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- 5.1.3 Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) general aggregate.
- 5.2 Safe Built agrees to indemnify, hold harmless and defend the Township, its officers and employees from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage to the extent caused by the negligent act, omission, error or intentional act of Safe Built, or any officer, employee, representative or agent of Safe Built.
- 5.3 The Township shall indemnify Safe Built for claims against Safe Built arising from the proper enforcement of any of the Township's Codes, as defined herein, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid.
- 5.4 Safe Built or its employees shall not be deemed to assume any liability for intentional or negligent acts of the Township or any of its officers, agents, or employees.
- 5.5 Safe Built agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to ensure against all liability, claims, demand, and other obligations assumed by Safe Built pursuant to the Indemnification provisions above. Such coverage shall be procured and maintained with forms and insurers acceptable to the Township.

6.0 CONFLICT OF INTEREST

During the term of this Agreement:

- a. Safe Built shall not perform any work for or provide any services to any private person or entity who owns or leases any building, structure, or property as to which Safe Built has or is providing review and/or inspection services for the Township as set forth in Paragraph 1.1 and/or Attachment "A";
- b. Neither Safe Built or any employee of Safe Built shall accept on his or her own behalf, or on behalf of a relative or friend, any gift, loan, or favor from a person or entity who owns or leases any building, structure, or property as to which Safe Built has or is providing review and/or inspection services for the Township as set forth in Paragraph 1.1 and/or Attachment "A", and;
- c. Safe Built shall not offer or provide anything of benefit to any Township official or employee that would place the official or employee in a position of violating the public trust as provided under any applicable Township policy or ordinance, or any applicable state or federal statute or case law.

7.0 TERM AND TERMINATION

- 7.1 This Agreement shall become effective on the date written on the first page of this Agreement and shall remain in effect for a period of two (2) years (the "Initial Term"). Thereafter, this Agreement shall renew for successive one (1) year terms (each such term shall be known as a "Renewal Term") unless either party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or Renewal Terms as applicable.
- 7.2 The Township may terminate this Agreement upon ninety (90) days written notice to Safe-Built. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Township so requests, provided that the work to reach such completion and finalization does not exceed one hundred eighty (180) days. The Township shall pay all outstanding fees owed to Safe Built for the work accomplished to the date of termination within thirty (30) days of the termination.
- 7.3 Either party may terminate this Agreement for cause if the other party is in breach of a material provision of this Agreement and such breach is not cured within thirty (30) days of receipt of written notice.
- 7.4 Upon the effective date of termination of this Agreement: (1) all finished or unfinished documents, data, studies and reports prepared by Safe Built pursuant to this Agreement shall be delivered by Safe Built to the Township and shall become property of the Township, and (2) Safe Built shall submit to the Township a final accounting and final invoice of Charges for all outstanding and unpaid Services and reimbursable expenses performed by Safe Built up to the effective date of termination . Such final accounting and final invoice shall be delivered to the Township within thirty (30) days of the effective date of termination; thereafter, no other invoice, bill or other form of statement of charges owing to Safe Built shall be submitted or accepted by the Township.

8.0 OWNERSHIP OF DOCUMENTS

- 8.1 The Township and its duly authorized representatives shall have access to any books, documents, papers and records of Safe Built that are pertinent to Safe Built's performance under this Agreement for the purposes of audit or examination or other review of the Services, , and may make excerpts and transcriptions of the same.
- 8.2 All building inspection records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by Safe Built for any purpose other than the performance of the Services hereunder without the express prior written consent of the Township. All such records, documents, notes, data and other materials shall be deemed the exclusive property of the Township, and the Township shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the above, materials, methodology and proprietary work used or provided by Safe Built to the Township not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by Safe Built and Safe Built reserves all rights granted to it by United States Copyright laws. The Township shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (i) for exclusive use internally by the Township staff and/or employees and contractors; (ii) pursuant to a request under the Michigan Freedom of Information Act, MCL 15.231 et.seq., or any Federal open records act to the extent that such statues apply, (iii) as permitted by the United States Copyright laws, and (iv) pursuant to law, regulation, or court order. Safe Built waives any right to prevent its name from being used in connection with the Services.
- 8.3 Safe Built will be provided with a copy of the Township's Freedom of Information Act ("FOIA") policy. The Township is responsible for FOIA requests and Safe Built shall not directly respond to any third parties regarding any FOIA requests. Upon receipt of a FOIA request, Safe Built shall immediately give that request to the Planning Director. Safe Built shall provide specific information requested by the Township response to all FOIA requests by the date and time requested by the Township Clerk or her designee in the format requested by the Clerk.

9.0 COMPLIANCE WITH LAWS

- 9.1 Safe Built will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Safe Built agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the Federal government, setting forth the provisions of the Equal Opportunity laws.

9.2 Safe Built shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Township at any time during the term of this Agreement.

9.3 Prohibition Against Employing Illegal Aliens: Safe Built shall not knowingly employ or contract with an illegal alien to perform work under this contract. Safe Built shall not enter into a contract with a subcontractor that fails to certify to Safe Built that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

10. LIMITATIONS

THE TOWNSHIP SHALL NOT BE LIABLE UNDER THIS AGREEMENT TO SAFE BUILT FOR LOST PROFITS, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY NATURE THEREOF, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO THE TOWNSHIP IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY THE TOWNSHIP, OR FOR ANY CLAIM OR DAMAGE ASSERTED BY ANY THIRD PARTY.

11. GENERAL

11.1 Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the provisions of Michigan law and the codes, resolutions, regulations, and ordinances related to the services covered herein. Venue for any action arising under this Agreement shall be in the State or Federal Courts in Michigan.

11.2 Notices. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Township: Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attn: Gary McCrie, Supervisor
Telephone: (810) 227-5225
Facsimile: (810) 227-3240
Email: gary@genoa.org

With a copy to: Frank J. Mancuso, Jr., Esq.
Mancuso & Cameron, P.C.
317 W. Main Street
Brighton, MI 48116
Telephone: (810) 229-6167
Facsimile: (810) 229-0250

e-mail: fmancuso@voyager.net

If to Safe Built: Mike McCurdie, President
SAFEbuilt Michigan, Inc.
3755 Precision Drive, Suite 140
Loveland, CO 80538
Telephone: 970.292.2203
Facsimile: 877.203.2704
Email: mike.mccurdie@safebuilt.com

With a copy to: Gregory K. Need, Esq.
Adkinson, Need & Allen, P.L.L.C.
40950 Woodward, Suite 300
Bloomfield Hills, MI 48304
Telephone: (248) 540-7400
Facsimile: (248) 540-7401
e-mail: gneed@anafirm.com

11.3 Entire Agreement. This Agreement shall incorporate by reference as though fully set out herein Safe Built's Building Department Services Proposal, dated February 26, 2011 (the "Proposal"), except that Safe Built shall not perform the functions of the Genoa Township Building Official which include enforcement of building codes, issuance, suspension, revocation or cancellation of building permits, , the establishment of fees, providing official orders and notices and the issuance of certificates of use and occupancy. , This Agreement including its Attachments, and the Proposal constitute the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. In the event of a conflict, the order of precedence shall be: (1) the terms of this Agreement, (2) the terms of the attachments to this Agreement, and (3) the terms of the Proposal.

11.4 No Waiver. A waiver by any party to this Agreement of the breach of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No covenant or term of this Agreement shall be deemed to be waived by the Township unless such waiver is in writing and signed by the Township Manager or Township Supervisor.

11.5 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the Township, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the Township and, in particular governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.

11.6 Binding Effect. This Agreement shall be binding upon the successors, heirs, legal representatives and assigns.

- 11.7 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or subcontractor of Safe Built. Absolutely no third party beneficiaries are intended by the Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 11.8 Survival of Terms and Conditions. The parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 11.9 No Assignment. Neither party shall assign all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement to another party or entity. Any unauthorized assignment shall be void.
- 11.10 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 11.11 Severability. If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be deemed severed from this Agreement and the remaining terms of this Agreement shall remain in full force and effect.
- 11.12 Force Majeure. Neither party shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is beyond the control of the party, including but not limited to, acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent that such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

IN WITNESS WHEREOF, the Township, by resolution duly adopted by its governing body, caused this Agreement to be signed by its duly authorized representative. Likewise, the officers of Safe Built have subscribed to this Agreement by affixing their signatures all on the day and year first above written.

Genoa Charter Township

SAFEbuilt Michigan, Inc.

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

ATTACHMENT A

List of Services Provided by SAFEbuilt for Genoa Charter Township.

SAFEbuilt Michigan Services Agreement dated January 21, 2011 AMENDED _____, 2011

Note: This list of services can be updated and amended as necessary to ensure the Township's needs are met and the services provided satisfy the Township, property owners, and the building community.

Unless otherwise indicated, charges for all Services listed herein are included in the fees set forth in Attachment B, Building Department Fee Schedule.

Safe Built shall perform the following Services:

Building Department Services:

- 1 Monitor adopted building codes, including investigating complaints concerning code violations, assisting in any proceedings related to the correction of identified building code deficiencies
- 2 Assist the Building Official in enforcing adopted codes with regard to unsafe structures, existing building, and energy code compliance
- 3 Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means and provide such documentation to the Building Official
- 4 Provide training for inspectors on Genoa Charter Township ordinances and amendments
- 5 Offer services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence
- 6 Provide, complete and/or assist as directed by the Township Building Official, all agreed upon forms, reports, letters or other correspondence as are required by the Township to maintain all building department functions
- 7 Assist the Township to maintain proper legal records, record retention and document storage
- 8 Participate in the development and implementation of Township goals, objectives, policies and priorities.

Plan Review Services:

- 1 Work with the applicant on submittal requirements in order to ensure the process is not held up for minor issues
- 2 Examine all commercial and residential projects including drawings, specifications, computations, and additional data
- 3 Determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, and all other pertinent laws and ordinances and report such determinations to the Township Building Official

- 4 Perform the following reviews: building code, accessibility, mechanical, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, accessibility, energy code, and foundation
- 5 Provide timely feedback to the Township staff in order to keep the plan review process on task and on schedule
- 6 Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews
- 7 Review all revisions and be available for consultation after review is completed
 - 8 Be available for consultation in the planning process to highlight building code requirements that could affect the project
 - 9 Be available for and participate in pre-submittal meetings
 - 10 Be available for and participate in preliminary reviews of projects with the Fire Marshall
 - 11 Utilize licensed engineers for structural design as necessary and coordinate reviews for fire protection systems, soils, and structural masonry

Inspection Services:

As part of Safe Built's inspection services, Safe Built will:

1. Coordinate all inspection requests
2. Perform inspections of residential and non-residential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances
- 3.
4. Provide on site inspection consultations to citizens and contractors
5. Observe safety and security procedures and immediately report potentially unsafe conditions
6. Perform all inspections called in before 4:00 pm on the next business day
7. Identify and document any areas of non-compliance
8. Notify the Township Building Official of observed or known code enforcement violations
9. Report all findings to the Township Building Official
10. Provide the Township Building Official with all information to assist in the performance of his/her duties.

Plan review services being provided as part of this contract

Perform plan review on all building projects in the Township. These include, without limitation, single-family residential construction; basement finish projects; new commercial buildings; tenant improvements in existing commercial buildings; decks, porches, carports, and garages; pole barns (excepting agriculture buildings that are exempt pursuant to Section 2a(a),(f) and (z) of the Stille-

Derossett-Hale Single State Construction Code Act, MCL 125.1502a); and existing home upgrades and remodels.

Stated plan review times are to first comments issued:

Project	Maximum Time to First Comments
New residential – International Residential Code	<input type="checkbox"/> 5 working days or less to first comments
Small commercial–less than \$2M valuation International Building Code	<input type="checkbox"/> 10 working days or less to first comments
Large commercial–greater than \$2M valuation International Building Code	<input type="checkbox"/> 15 to 20 working days or less to first comments depending on project size and complexity
Alter residential	<input type="checkbox"/> 5 working days or less to first comments
Alter commercial	<input type="checkbox"/> 10 working days or less to first comments
Miscellaneous	<input type="checkbox"/> As negotiated

All inspections scheduled prior to 3:00 pm will be performed the next business day.

List of inspections being provided as part of this contract: (Delete or Add as required)

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Setbacks*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Footings*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Wall steel (rebar)*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Underground plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Underground electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Under-floor/concrete slab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough mechanical (flues, vents, exhausts, gas piping)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough framing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Insulation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Energy Code requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Fire-resistant penetrations
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Drywall
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final mechanical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final building
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Single Stop (see Attachment B for list of inspections)

**For the case of setbacks, footings, and wall steel, SAFEbuilt will either perform the inspections or, alternatively, administer a program requiring written engineering approval of the footings and wall steel (i.e., engineer's letters) and a written surveyor's approval of the setbacks (i.e., setback certification or similar document).*

In addition to the above inspections, commercial projects may include above ceiling mechanical and, roof top mechanical inspections, coordination with the local fire department/district on areas of overlap between the fire code and building codes, and multi-stage electric, plumbing, heating, and framing inspections.

Other services being provided as part of this contract

▪ Field consultation with homeowners, builders, and contractors
▪ Pre-construction meeting and reviews for projects of major scope and size
▪ Be available at Township Supervisor's or Manager's request to attend council, staff and other

special meetings
▪ Assist the Township with development of local ordinances
▪ SAFEbuilt Michigan will fulfill the functions and responsibilities of the following positions: Plans Examiner and Inspector
▪ Assist the Township in the development of permit applications, inspection forms, and building guides
▪ SAFEbuilt's Permitting Software Portal and reports
▪ SAFEbuilt's Project Inspection Portal for projects of major scope and size

Genoa Charter Township

SAFEbuilt Michigan, Inc.

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

ATTACHMENT B

List of Services Provided by Safe Built for Genoa Charter Township.

SAFEbuilt Michigan Services Agreement dated 1/21, 2011

Building Permit Fee:	85% of Genoa Township fee
Plan Review:	85% of Genoa Township fee
Miscellaneous Fees: Additional Plan Review Permit Reactivation Re-inspection Investigative Stop Work	85% of Genoa Township fee
Stock Plan Fee:	85% of Genoa Township fee
Mechanical Permit Fees:	85% of Genoa Township fee
Plumbing Permit Fees:	85% of Genoa Township fee
Electrical Permit Fees:	85% of Genoa Township fee

Genoa Charter Township

SAFEbuilt Michigan, Inc.

Signature

Signature

Name: GARY T. Mc GRIRIE

Name: MIKE Mc LURDIE

Title: SUPERVISOR

Title: PRESIDENT

Date: 1 / 4 / 2011

Date: 1 / 21 / 2011

ATTACHMENT C
BUILDING OFFICIAL RESPONSIBILITIES
SAFEbuilt Michigan Services Agreement dated January 21, 2011
AMENDED _____, 2011

The following are responsibilities of the Building Code Official:

1. Interpretation and enforcement of building codes.
2. Issuance, suspension, revocation or cancellation of building permits.
3. Providing written code violation notices.
4. Assist in the establishment of fees.
5. Providing official orders and notices.
6. Issue "Stop Work" orders for work done without a permit
7. Issue "Dangerous Building Notices"
8. Review files for buildings being completed and issue Certificates of Occupancy where applicable
9. Review monthly reports and annual reports for work performed and fees collected among other activities in a format acceptable to the Township
10. Meet with applicants for pre-submittal courtesy reviews
11. Work in unison with the Brighton Area Fire Authority to ensure compliance with any applicable fire codes and to be certain that all commercial and multi-family residential structures have been properly inspected prior to issuing a Certificate of Occupancy
12. Provide advice, education, and support to the Township Board and department heads regarding code interpretations and adoptions
13. Fulfill all the duties and legal requirements set forth by the State of Michigan Building Codes and the Township Code of Ordinances
14. Oversee qualified and certified personnel to perform inspections, plan review and Building Code Official duties as required by the State of Michigan
15. Assist the Township Clerk with the response to all Freedom of Information Act ("FOIA") requests in compliance with the Township's FOIA procedure and review all subpoenas or requests for any documents or information concerning court cases
16. Review and determine all fee disputes with third parties
17. Facilitate and assist the Building Code Board of Appeals for the Township and maintain records
18. Interpret and decide all building code questions requiring official action within the Building Department
19. Provide all other services under State Law, the Township Code of Ordinances, Resolutions of the Township Board or as implied under the duties and scope of services listed in this Agreement.

Genoa Township, MI

Building Department Fee Schedule

Determination of Building Value

For new construction, the total cost of improvement is based on the Building Valuation Data Table (BVD) published by The International Code Council, twice yearly. Plan review fees are based on 30% of the permit fee.

Premanufactured unit fees are based upon 50% of the normal on-site construction permit fee. Building permit fees for all other construction requiring a permit shall be based on the applicants stated cost of the project.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2009 *International Building Code (IBC)* whereas Section 109.3 addresses building permit valuations. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

Permit Fee

The permit fee is determined using the building gross area and the Use group of the building. As outlined above, alterations and repairs will be based on the actual construction cost.

Commercial Building Example	Single Family Residence Example	Alteration Example
Type of Construction: IIB Area: 1st story = 8,000 sq. ft. 2nd story = 8,000 sq. ft. Height: 2 stories Use Group: B	Type VB Construction 2000 sq. ft. single family home Use Group R-3	Type IIA Construction 10,000 sq. ft. remodel Use Group A-3
1. Gross area: Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.	1. Gross Area 2000 sq. ft x \$101.90	1. Gross Area 2000 sq. ft.
2. Square Foot Construction Cost: B/IIB = \$145.97/sq. ft.	2. Square Foot Construction Cost R-3/VB = \$101.90/sq. ft.	2. Square Foot Construction Cost Not Applicable
3. Permit Fee: 16,000 sq. ft. x \$145.97/sq. ft. = \$2,335,520.00 Estimated Value	3. Permit Fee 2000 x \$101.90 = \$203,800.00 Estimated. Value	3. Permit Fee Value of construction per contractor = \$37,360.00
\$4334.70 + \$2.55 for each additional \$1000.00 value = \$4334.70 + 3406.80 = \$7741.50 permit fee + plan review	\$824.70 + \$4.25 for each additional \$1000.00 value = \$824.70 + \$442.00 = \$1266.70 permit fee + plan review	\$355.20 + \$8.58 for each additional \$1,000.00 value = \$355.20 + 111.54 = \$466.74 permit + plan review

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	211.15	203.98	198.73	190.05	178.25	173.30	183.31	162.97	156.05
A-1 Assembly, theaters, without stage	193.16	185.99	180.74	172.06	160.31	155.36	165.32	145.04	138.12
A-2 Assembly, nightclubs	163.22	158.56	154.17	148.00	138.96	135.24	142.52	126.06	121.36
A-2 Assembly, restaurants, bars, banquet halls	162.22	157.56	152.17	147.00	136.96	134.24	141.52	124.06	120.36
A-3 Assembly, churches	195.10	187.93	182.68	174.00	162.21	157.26	167.26	146.94	140.02
A-3 Assembly, general, community halls, libraries, museums	163.81	156.64	150.39	142.71	129.91	125.96	135.97	114.63	108.71
A-4 Assembly, arenas	192.16	184.99	178.74	171.06	158.31	154.36	164.32	143.04	137.12
B Business	164.76	158.78	153.49	145.97	132.45	127.63	139.92	116.43	110.93
E Educational	176.97	170.85	165.64	158.05	146.37	138.98	152.61	127.91	123.09
F-1 Factory and industrial, moderate hazard	97.87	93.28	87.66	84.46	75.44	72.26	80.79	62.17	58.48
F-2 Factory and industrial, low hazard	96.87	92.28	87.66	83.46	75.44	71.26	79.79	62.17	57.48
H-1 High Hazard, explosives	91.74	87.15	82.53	78.33	70.49	66.31	74.66	57.22	N.P.
H234 High Hazard	91.74	87.15	82.53	78.33	70.49	66.31	74.66	57.22	52.53
H-5 HPM	164.76	158.78	153.49	145.97	132.45	127.63	139.92	116.43	110.93
I-1 Institutional, supervised environment	164.82	159.04	154.60	147.90	135.84	132.25	144.15	121.88	117.55
I-2 Institutional, hospitals	277.07	271.09	265.80	258.28	243.90	N.P.	252.23	227.88	N.P.
I-2 Institutional, nursing homes	193.00	187.02	181.74	174.22	160.98	N.P.	168.16	144.96	N.P.
I-3 Institutional, restrained	187.72	181.73	176.45	168.93	156.64	150.82	162.87	140.63	133.13
I-4 Institutional, day care facilities	164.82	159.04	154.60	147.90	135.84	132.25	144.15	121.88	117.55
M Mercantile	121.57	116.92	111.53	106.36	96.96	94.25	100.88	84.07	80.36
R-1 Residential, hotels	166.21	160.43	155.99	149.29	137.39	133.80	145.70	123.43	119.10
R-2 Residential, multiple family	139.39	133.61	129.17	122.47	111.23	107.64	119.54	97.27	92.94
R-3 Residential, one- and two-family	131.18	127.60	124.36	121.27	116.43	113.53	117.42	108.79	101.90
R-4 Residential, care/assisted living facilities	164.82	159.04	154.60	147.90	135.84	132.25	144.15	121.88	117.55
S-1 Storage, moderate hazard	90.74	86.15	80.53	77.33	68.49	65.31	73.66	55.22	51.53
S-2 Storage, low hazard	89.74	85.15	80.53	76.33	68.49	64.31	72.66	55.22	50.53
U Utility, miscellaneous	71.03	67.02	62.71	59.30	52.86	49.43	56.33	41.00	39.06

<p>a. For private garages use Utility, miscellaneous Use Group b. Unfinished basements (all use groups) \$15.00 a sq. ft. c. For shell only buildings deduct 20 percent d. N.P. = not permitted</p>
--

Genoa Township, MI

Building Department Fee Schedule

Building Permit Fee Schedule:

Building Permit and Plan Review Fees

Building permit and plan review fees shall be based on the following fee schedule, as applied by the valuation.
 Premanufactured unit fees are based upon 50% of a normal on-site construction permit fee.

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. Use of outside consultants for plan checking and inspection, or both Actual Cost ²	
One-Stop Fees:	
1. Pre- manufactured hot tub and 1 stop pools \$65.00 2. Re-roof (no structural changes) \$65.00 3. Siding \$65.00 4. Window replacement (no structural changes) \$65.00 5. Demolition Permits.....\$65.00 + .05 per sq. ft. 6. Residential Decks.....\$105.00	
Building Plan Review Fees:	
Required 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 Use of an outside consultants will be limited to buildings of unusual construction types and/or special engineering issues as determined by the building Official in consult with the applicant prior to review.	

Application for Fireworks Display Permit
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 (517) 241-8847

2011

Authority: 1968 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
---	--

<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control		DATE OF APPLICATION 06-01-2011
NAME OF APPLICANT KURT PRICE		ADDRESS 5393 Wildwood DR.		AGE (18 or over)
IF A CORPORATION, NAME OF PRESENT		ADDRESS Howell, MI 48843		
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT		ADDRESS		TELEPHONE NUMBER 517 861 6102
NAME OF PYROTECHNIC OPERATOR RICK HENNIGAR		ADDRESS 325 Highlake, AA, MI		AGE (18 or over) 61
NO. YEARS EXPERIENCE 18	NO. DISPLAYS 70+	WHERE STATE of MICHIGAN		
NAME OF ASSISTANT ROB HARRIS		ADDRESS 609 Washington St.		AGE 41
NAME OF OTHER ASSISTANT		ADDRESS Brighton, M		AGE
EXACT LOCATION OF PROPOSED DISPLAY 5393 Wildwood DR., Howell, MI 300ft. N.E. FROM waters edge.				
DATE OF PROPOSED DISPLAY		TIME OF PROPOSED DISPLAY 10p.m. Lake Chemung		
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED			
APPROX 75	3" assorted shells			
" 65	4" assorted shells			
" 16-20	multi-shot cakes from 5/8" to 3" diameter			
MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities) Product will not be stored, delivered to shoot site the day of use.				
AMOUNT OF BOND OR INSURANCE (To be set by local government) 1,000,000.		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Lloyds of London / Combined Specialities		
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 8362 Tamarack Village, Ste. 119, Woodbury MN 55125				
SIGNATURE OF APPLICANT				

* FORM IS VALID FOR YEAR SHOWN ONLY *

Certificate of Insurance

61696

Issue Date: 06/01/2011

PRODUCER
Debbie Merlino
Combined Specialties International, Inc.
205 San Marin Drive, Suite 5
Novato California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

INSURER B:

INSURER C:

INSURER D:

INSURED
Phoenix/Patriot Fireworks Co.
P.O. Box 254
Brighton Michigan 48116

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	1223943116/010	November 08, 2010	November 08, 2011	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ANY OWNED AUTO				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per person)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS- OTHER TORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYER	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Kurt Price as property owner, the Township of Genoa and Livingston County are Additional Insured as respects the July 3, 2011 (RD: July 4, 2011) Fireworks Display at 5583 Wildwood Drive, Howell, MI

CERTIFICATE HOLDER
Kurt Price
5393 Wildwood Drive
Howell, MI 49418

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES

Paul J. Anderson

AUTHORIZED REPRESENTATIVE



LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF
CORRESPONDENCE
TO

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)
Bureau of Alcohol, Tobacco, Firearms and Explosives
244 Neady Road
Martinsburg, West Virginia 25405
Telephone: 1-877-263-3362 Fax: 1-804-610-4401

LICENSE
PERMIT
NUMBER

4-MI-093-24-3E-00957

EXPIRATION
DATE

May 1, 2013

NAME

PHOENIX FIREWORKS LLC

Premises Address CHANGES? You must notify the FELC at least 10 days before the change.

880 DEADWOOD
BRIGHTON, MI 48114

TYPE OF LICENSE OR PERMIT

24-IMPORTER OF LOW EXPLOSIVES

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)

Christopher R. Reeves
Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Joseph P. ...
(SIGNATURE OF LICENSEE/PERMITEE)

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change.

PHOENIX FIREWORKS LLC
PO BOX 254
BRIGHTON, MI 48114

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

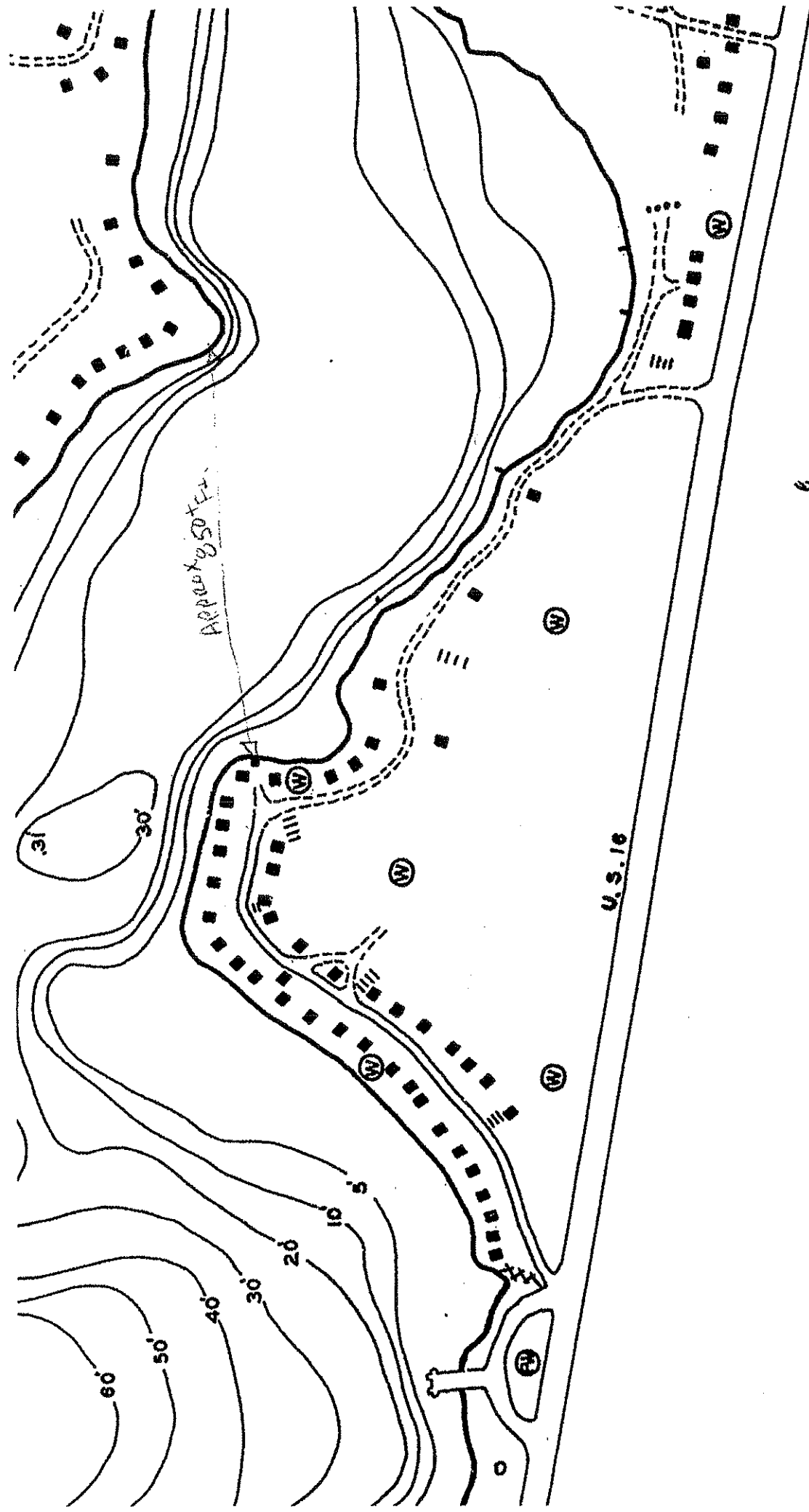
KURT - NFPA 1123 REQUIRES 280' DIA FROM CENTER OF VERTICAL 4" TUBES, YOU WILL MEET THAT REQUIREMENT BY BEING 300'+ FROM WATERS EDGE.

THIS WILL BE SHOT BY REMOTE FROM SHORE, NO DISPLAY OPERATOR WILL BE ABOARD THE BARGE.

THEY MAY INQUIRE ABOUT LIGHTING ON BARGES, FOR SAFETY. YOU MAY HAVE TO PROVIDE THIS.

RAIN DATE, WOULD BE THE 4TH UNLESS OTHERWISE REQUESTED.

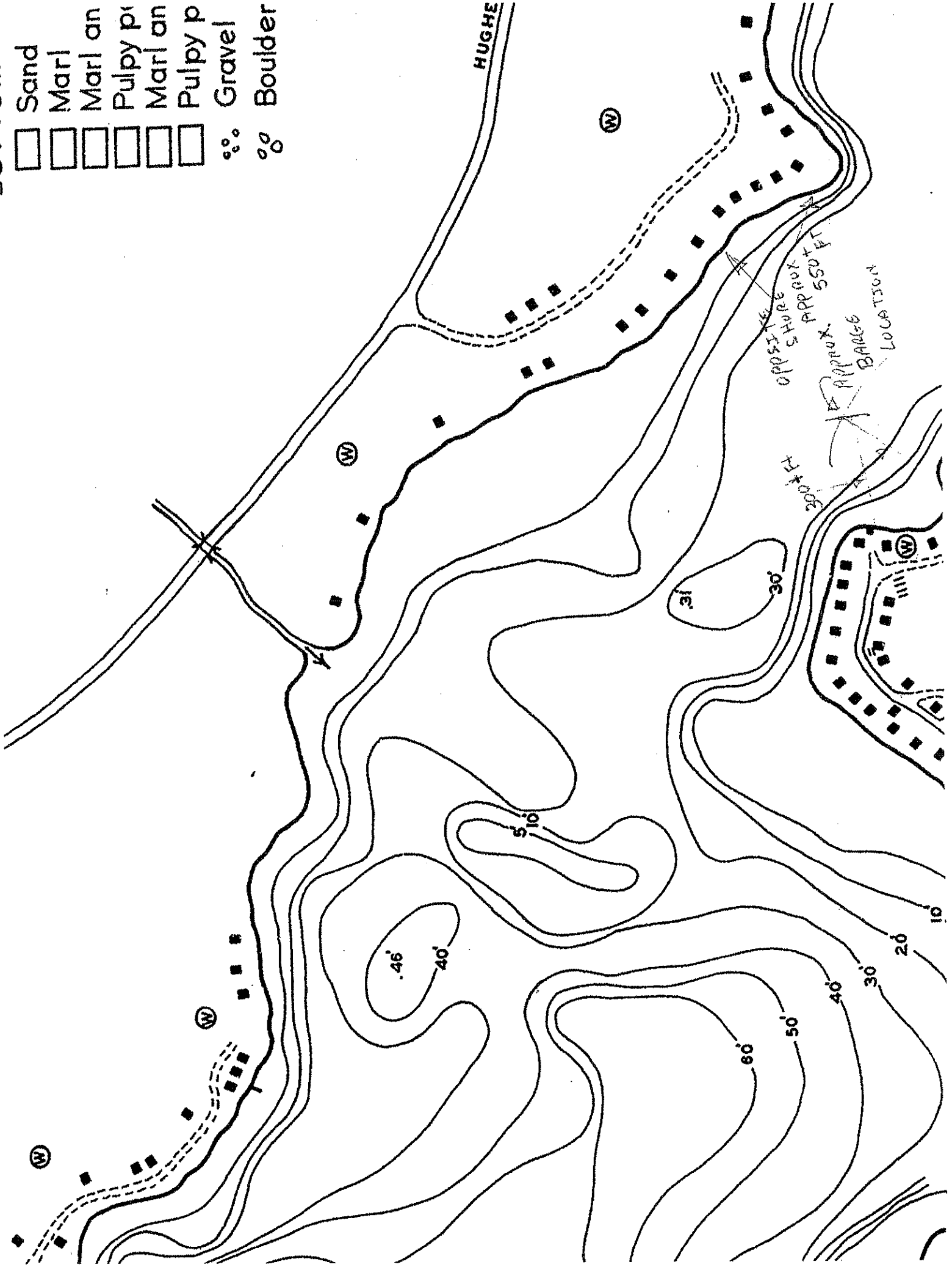
ALSO THEY MAY REQUIRE A RESPONSIBLE PERSON TO KEEP ANY BOATS BACK THAT ARE ON THE WATER. AGAIN THIS MAY REQUIRE A BOAT AND SOMEONE OF YOUR CHOOSING



Approx Distance
from 5392 West 4th St
to Shore to Shore



- Sand
- Marl
- Marl an
- Pulpy pi
- Marl an
- Pulpy p
- Gravel
- Boulder



Application for Fireworks Display Permit
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 (517) 241-8847

2011

Authority: 1988 PA 368 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
---	--

<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Agricultural Pest Control		DATE OF APPLICATION 5.24.2011
NAME OF APPLICANT Pepper Bergin		ADDRESS 4292 Highest Dr - Brighton 57
IF A CORPORATION, NAME OF PRESENT		ADDRESS
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT		TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Rick Hennigar		ADDRESS 325 High Lake Ann Arbor 62
NO. YEARS EXPERIENCE 18+	NO. DISPLAYS 50+	WHERE State of Michigan
NAME OF ASSISTANT		ADDRESS AGE
NAME OF OTHER ASSISTANT		ADDRESS AGE
EXACT LOCATION OF PROPOSED DISPLAY 3751 Highest Dr Brighton approx 400' from Watersedge		
DATE OF PROPOSED DISPLAY 7.3.2011 / Rainday 7-4		TIME OF PROPOSED DISPLAY Dusk
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED	
Appx 95	3" assorted Shells	
Appx 75	4" assorted Shells	
Appx 50	Multi-shot cakes - 5/8" dia to 3" dia.	
MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities) Display will not be stored on site. Delivered and launched same day of display		
AMOUNT OF BOND OR INSURANCE (To be set by local government) \$1,000,000.00		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Loyds of London / Combined, Specialties
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY P.O. Box 254, Brighton Me 48116		
SIGNATURE OF APPLICANT Pepper A Bergin		

* FORM IS VALID FOR YEAR SHOWN ONLY *

RECEIVED

MAY 31 2011

GENOA TOWNSHIP

To: The Board of Genoa Township:

I am requesting a permit for a fireworks display at 3751 Highcrest Dr, Brighton, Mi 48116. The display will be held on July 3, 2011 with a rain day of July 4, 2011.

I am using the same pyrotechnic people and suppliers that have for the past years. The location of the display and products are also the same.

I have provided proof of insurance and a rough diagram of the display. Thank you for your consideration in granting this permit.

Sincerely,

Pepper Bergin

cell 810-333-1931

home 810-229-1664

GENOA TOWNSHIP

MAY 24 2011

RECEIVED

Certificate of Insurance

550198 Issue Date: 05/09/2011

PRODUCER
 Debbie Marino
 Combined Specialties International, Inc.
 205 San Marin Drive, Suite 5
 Novato California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Phoenix/Patriot Fireworks Co.
 P.O. Box 254
 Brighton Michigan 48116

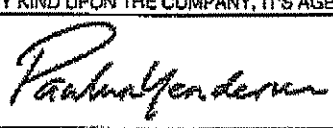
INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London
 INSURER B:
 INSURER C:
 INSURER D:

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	1223949116/010	November 08, 2010	November 08, 2011	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per person)	\$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTHER TORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYER	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Pepper Bergin as property owner and Township of Genoa are Additional Insured as respects the July 3, 2011 (RD: July 4, 2011) Fireworks Display at 3751 Highcrest

CERTIFICATE HOLDER Pepper Bergin 3751 Highcrest Brighton, MI 48116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES
	 AUTHORIZED REPRESENTATIVE

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25401-9431

901090: CRR/FLS
5400
File Number: 4MI00901

05/31/2007

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

JEROME GOWAN

01/05/1959 381626527

OWNER
(517)545-2329

650 W. MARR RD
HOWELL MI 48855

and is ONLY valid under the following Federal explosives license/permit:

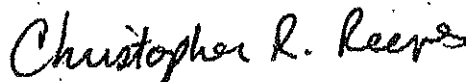
4-MI-093-60-8G-00901

GOWAN, JEROME
650 W. MARR RD
HOWELL MI 48855-9372

Dear JEROME GOWAN:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. This clearance is only valid under the license or permit referenced above.

Sincerely,



Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mall: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25401-9431

Fax: 1-304-260-1141
Chief, FELC
Attn.: LOC Correction

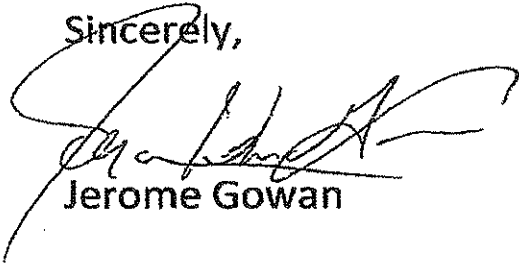
Call toll-free: 1-877-283-3352

JEROME GOWAN

To Whom it May Concern;

This is a contingency letter for any and all Fireworks at the show site that either do not get used or do not fire for any reason will be immediately removed from the show site following the show and returned to a registered bunker.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerome Gowan", written over a horizontal line.

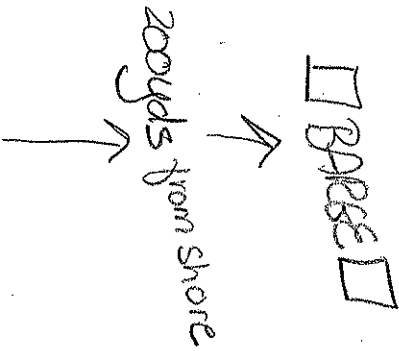
Jerome Gowan

Big Crooked LAKE

NOB/E



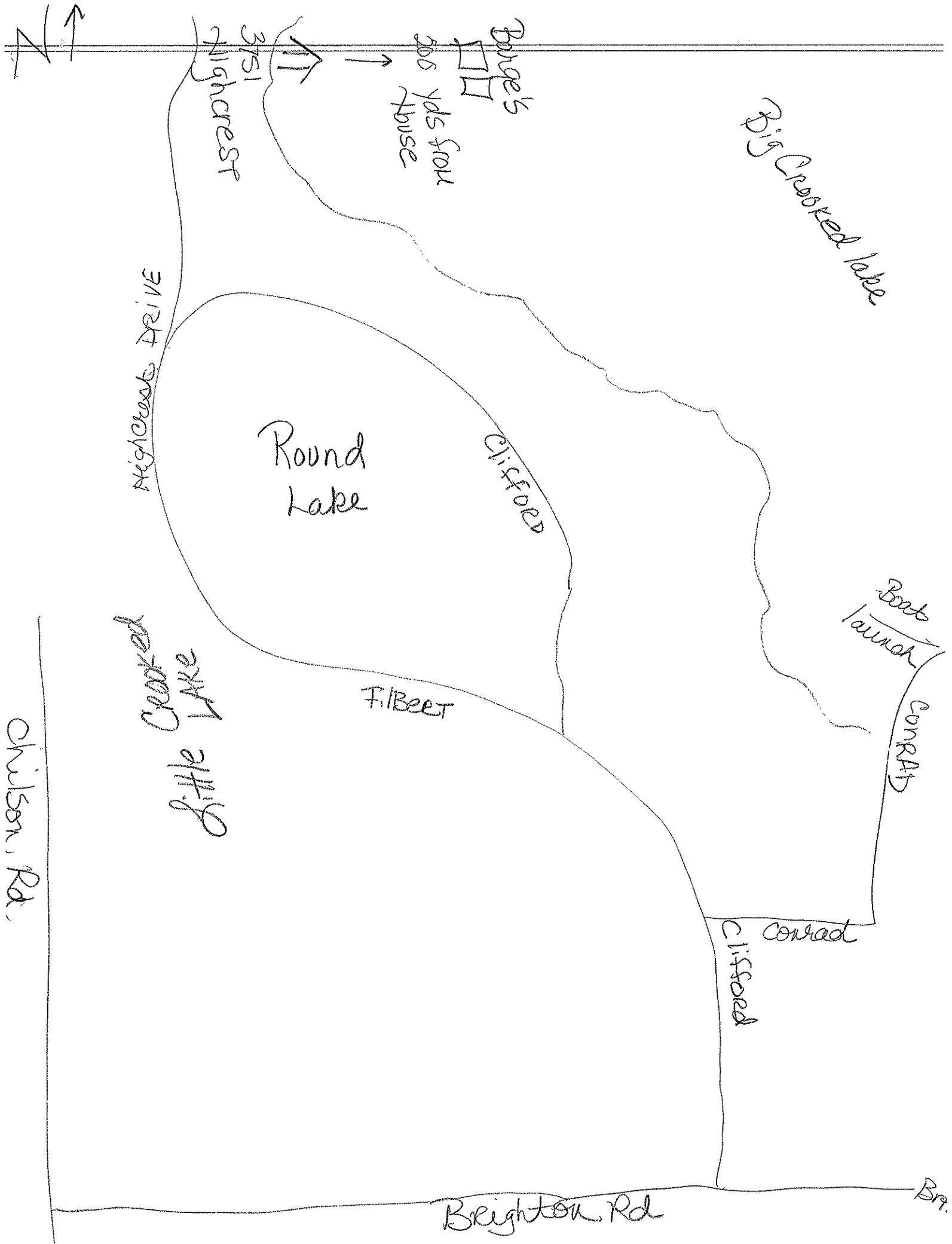
Highecrest Drive



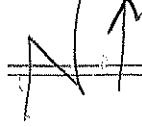
See last years
Diagram

WET
LANDS

BOAT
LAUNCH



Chilson, Rd,



Application for Fireworks Display Permit
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 (517) 241-8847

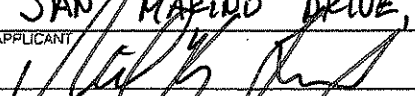
2011

Authority: 1968 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
---	--

<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control		DATE OF APPLICATION 01 JUNE 2011
NAME OF APPLICANT MICHAEL FREELAND / ACE PYRO, LLC		ADDRESS 13001 E AUSTIN RD, MANCHESTER MI		AGE (18 or over) 50
IF A CORPORATION, NAME OF PRESENT AARON EUZER		ADDRESS 13001 E. AUSTIN RD, MANCHESTER, MI 48158		
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT N/A		ADDRESS N/A		TELEPHONE NUMBER N/A
NAME OF PYROTECHNIC OPERATOR MICHAEL FREELAND		ADDRESS 975 CARREE, MILFORD, MI 48381		AGE (18 or over) 50
NO. YEARS EXPERIENCE 21	NO. DISPLAYS 150+	WHERE MI, IA, ND, WI, OAKLAND, BENZIE, WASHINGTON COUNTIES		
NAME OF ASSISTANT CHRIS RENEHA		ADDRESS 1231 HAWTHORNE, GROSS POINTE WOODS, MI 48236		AGE 26
NAME OF OTHER ASSISTANT KEVIN MACKENZIE		ADDRESS 18525 29 MI RD, RAY, MI 48096		AGE 56
EXACT LOCATION OF PROPOSED DISPLAY FROM TWO USCG APPROVED ANCHORED PLATFORMS IN WEST CROOKED LAKE @ 92.537082-83.857473				
DATE OF PROPOSED DISPLAY SUNDAY, 03 JULY 2011		TIME OF PROPOSED DISPLAY 2155 TO 2220 HRS E.S.T.		
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED			
120 (APPROX)	2.5"	ASSORTED SHELLS		
215 (APPROX)	3"	ASSORTED SHELLS		
8 (APPROX)	1.5"	MULTI-TUBE CANNES		
144 (APPROX)	4"	AERIAL SHELLS, ASSORTED		
60 (APPROX)	5"	ASSORTED SHELLS		
36 (APPROX)	6"	ASSORTED SHELLS		

RECEIVED
 JUN 1 - 2011
GENOA TOWNSHIP

MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities)
- NO STORAGE; DIRECT FROM OUR ATF APPROVED TYPE A MAGAZINES

AMOUNT OF BOND OR INSURANCE (To be set by local government) 1,000,000.00 (ONE MILLION)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY LLOYDS OF LONDON; COMBINED SPECIALTIES INC
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 205 SAN MARINO DRIVE, STE. 5, NOVATO, CA 94945	
SIGNATURE OF APPLICANT  MICHAEL K. FREELAND, FOR ACE PYRO, LLC.	

* FORM IS VALID FOR YEAR SHOWN ONLY *

Certificate of Insurance

273113

Issue Date: 05/24/2011

PRODUCER
Debbie Merlino
Combined Specialties International, Inc.
205 San Marin Drive, Suite 5
Novato California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

INSURED
Ace Pyro LLC
13001 E. Austin Road
Manchester Michigan 48158

INSURER B:

INSURER C:

INSURER D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	1189811788/010	September 01, 2010	September 01, 2011	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per person)	\$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTHER TORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYER	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Oak Pointe Country Club; Oak Pointe Community Association; Oak Pointe Marina Association; Tri-Lakes Association and Genoa Chater Township are Additional Insured as respects the July 3, 2011 (RD: July 4, 2011) Fireworks Display at southeast section of West Crooked Lake

CERTIFICATE HOLDER
Oak Pointe Country Club
4500 Club Drive
Brighton, MI 48116

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES

Paul Anderson

AUTHORIZED REPRESENTATIVE



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATT CORRESPONDENCE TO Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-263-3952 Fax: 1-304-616-4401

LICENSE/PERMIT NUMBER: 4-MI-161-20-4D-12625 EXPIRATION DATE: April 1, 2014

NAME ACE PYRO LLC

Premises Address CHANGES: You must notify the FELC at least 10 days before the change. 13001 E AUSTIN RD MANCHESTER, MI 48158-

TYPE OF LICENSE OR PERMIT 20-MANUFACTURER OF HIGH EXPLOSIVES

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC) Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

(SIGNATURE OF LICENSEE/PERMITEE)

Mailing Address CHANGES: You must notify the FELC at least 10 days before the change.

ACE PYRO LLC 13001 E AUSTIN RD MANCHESTER, MI 48158-

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

MICHIGAN

Donor

COMMERCIAL DRIVER LICENSE **EXPIRES**
 F 645 603 465 366 **05-14-2013**

MICHAEL KENNETH FREELAND
975 LARIVEE LN
MILFORD, MI 48381-4508


Date of birth	Sex	Height	Eyes	Lic Type	Endorsements
05-14-1961	M	600	BLU	CB	H

Restrictions: NONE

See back for medical information, anatomical gift

Michael Freeland

X128182



**THE PYROTECHNICS GUILD
 INTERNATIONAL, INC.**

Certifies That

MICHAEL K. FREELAND

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Expires: 16 March 2014



Mr. Gary McCririe

24 May 2011

Township Supervisor
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Dear Mr. McCririe:

This letter is to certify that any and all 1.3g / 1.4g Display Fireworks not used in the subject display applied for on 03 July 2011 will be returned to our ATF approved type 4 magazine(s) in Manchester, MI.

Please contact me with any questions or comments you may have.

Sincerely,

Michael Freeland PGI/CS
Vice President, Marketing
ACE Pyro, LLC.



**ACE
PYRO** LLC



OAK POINTE
RESORT & GOLF COURSE



Mr. Gary McCririe

24 May 2011

Township Supervisor
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Dear Mr. McCririe:

ACE Pyro, LLC, is requesting a form BFS-999, Application for Fireworks Display Permit, for a event on July 3rd, 2011; a contracted display for Oak Pointe Country Club

We will forward a completed application to your attention for review. Thank you for you attention to this matter.

Sincerely,

Michael Freeland PGI/CS
Vice President, Marketing
ACE Pyro, LLC.



Mr. Gary McCririe

24 May 2011

Township Supervisor
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Dear Mr. McCririe:

Per our phone conversation, here is the application packet for Oak Pointe Country Club's July 3rd Fireworks Display. Please note that our certificate of insurance names Genoa Township as an additional insured, along with The Oak Pointe Marina Association, Oak Pointe Community Association, and the Tri-Lakes Association.

All above concerned parties agree with the operational plan set forth in the enclosed application, and have met collectively to discuss the plan prior to approval.

Please contact me with any questions or concerns you may have regarding this application package. We look forward to providing a safe and enjoyable display for the Oak Pointe Community.

Sincerely,

Michael Freeland PGI/CS
Vice President, Marketing
ACE Pyro, LLC.

Memorandum

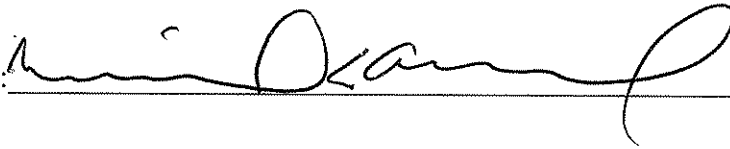
TO: Genoa Township Board

FROM: Dennis Smith, Building Official
Adam VanTassell, Code Enforcement

DATE: June 6, 2011

RE: Unsafe Structure Report

Manager Review: _____



Township Staff has reviewed several dilapidated buildings in Genoa Township and has begun an aggressive program of compelling property owners to rehabilitate or remove dangerous structures. Attached is a map showing the locations of the more serious unsafe structures identified by Staff.

Having Dennis as a licensed building inspector on staff has greatly improved the Township's ability to identify and aggressively pursue structures that are both a liability to the occupants as well as eyesores in otherwise beautiful neighborhoods. Many of these properties have been ongoing code enforcement issues.

Dennis is also overseeing the ongoing Unsafe Structure hearings with property owners who wish to contest the findings of the Township. Many of these will be coming before the Board in the near future for review as per the ordinance.

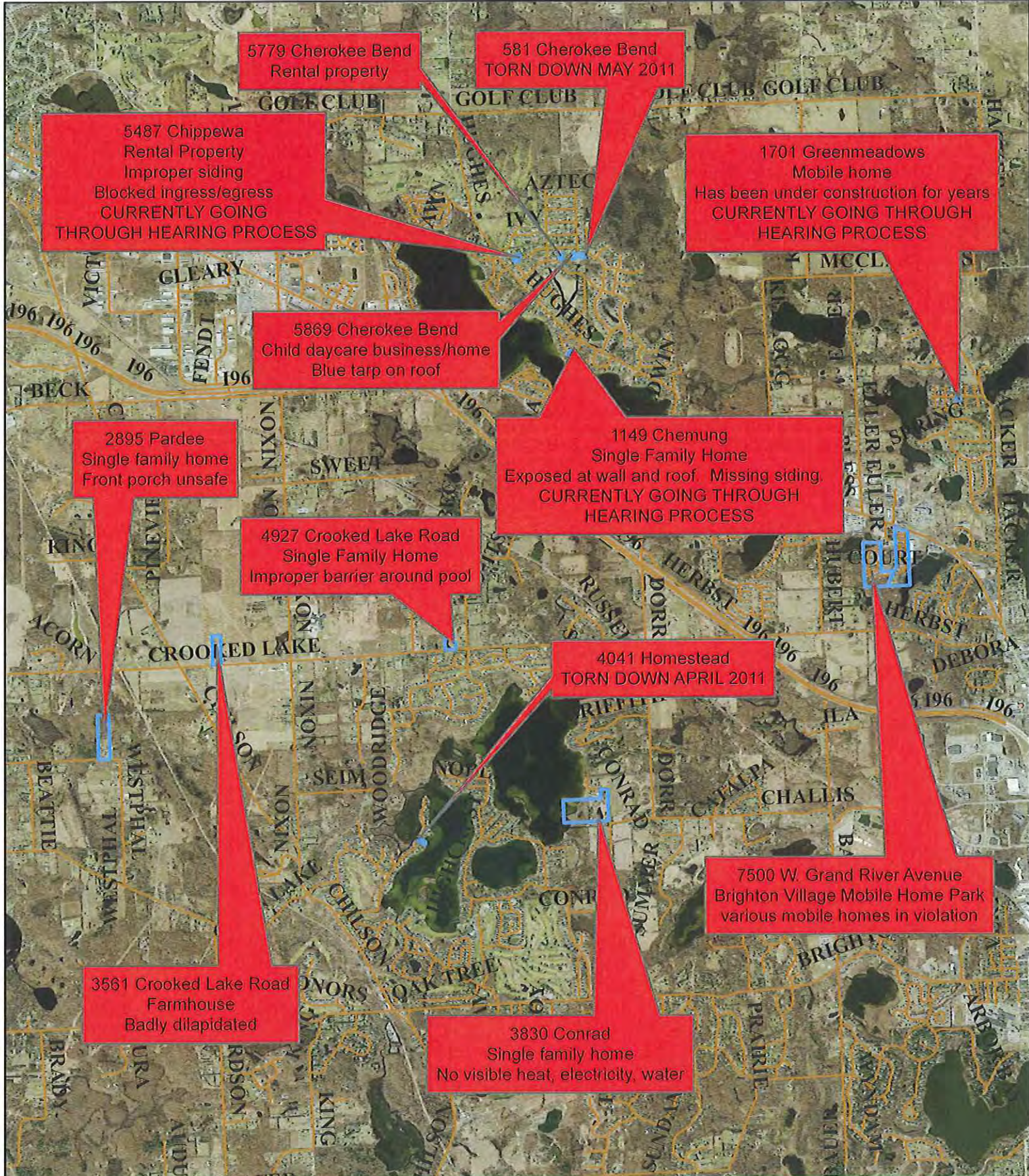
As of this date, we have already had two demolitions:

581 Cherokee Bend



4041 Homestead





2011 Unsafe Structures Inventory

May 4, 2011

Bradley and Heather Novak
1149 Chemung Drive
Howell, MI 48843

RE: 1149 Chemung Drive
Tax #11-10-201-062
Unsafe Structure Notification

Dear Mr. and Mrs. Novak,

My office has received complaints regarding the house at the above referenced address. Specifically that the house is in an unsafe state of disrepair. The building appears to meet the qualifications as stated in the Genoa Township Unsafe Structure ordinance:

02-16-93 Section 2.0 (b) "A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this act or a building code adopted by Livingston County for a new building or structure, purpose, or location."

Genoa Township Unsafe Structures Ordinance includes a process to compel removal or repair of unsafe structures. A copy of this ordinance has been enclosed for you. Before we begin this process, you have the opportunity to contact me to describe what steps you will take to alleviate the problem. Please contact me within 10 days of receipt of this letter at (810) 227-5225.

Thank you in advance for your cooperation in this matter.

Sincerely,

Adam VanTassell
Genoa Charter Township

cc: address file

Date: March 25, 2011
Inspector: Dennis S. Smith, Building Official
Subject: Inspection Performed/Results

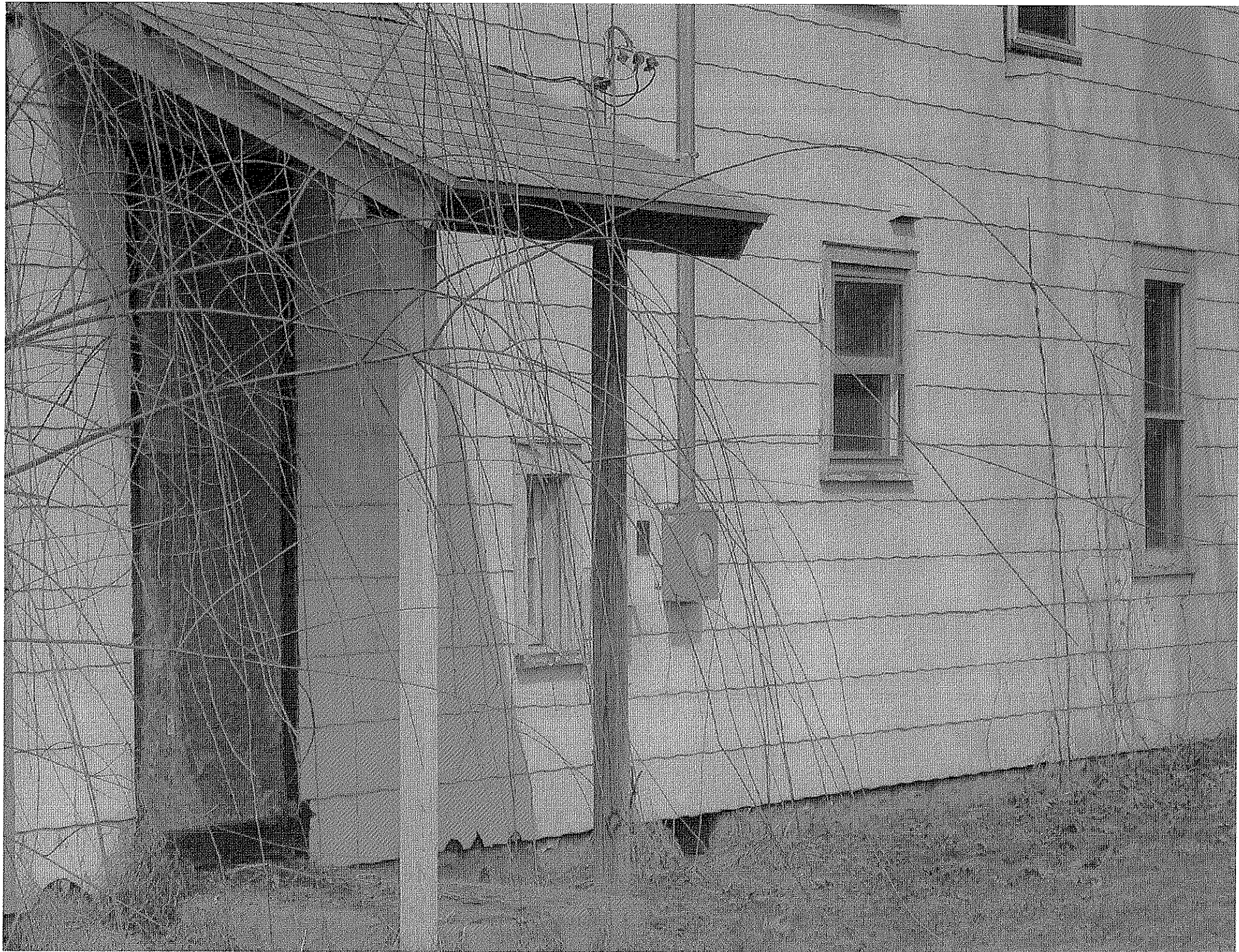
For The Property Located At: 1149 Chemung, Howell, MI 48843
Tax Parcel #11-10-201-062

Upon inspection by the Genoa Charter Township Building Official, the following violation(s) were found for the property located at: **1149 Chemung**.

1. This building (structure) and property is not being maintained in a sanitary condition. - IPMC 302.1
2. Unapproved exterior surfaces are exposed to weather and are in less than good condition. – IPMC 304.2
3. Interior surfaces may be damaged by water, causing ceiling damage, wall damage, and damaged floors. Mold may be present in some rooms– IPMC, Section 305.3
4. The premise is improperly identified. – IMPC 304.3
5. Remodel work may have occurred without the proper permits. MRC R105
6. Other possible violations are not visible due to unsafe conditions of the building (structure).
7. This structure appears occupied.
8. The utilities appear on.

Photographs were taken.

This building appears to meet the requirements as outlined in Section 108.1.3 and Section 110 of the International Property Maintenance Code. In that, it may be unfit for human occupancy and an order of repair or demolition should be sent.







May 4, 2011

T.J. Clark
29984 Adorne
Novi, MI 48377

RE: 5487 Chippewa
Tax #11-03-405-244
Unsafe Structure Notification

Dear Mr. Clark,

My office has received complaints regarding the house at the above referenced address. Specifically that the house is in an unsafe state of disrepair. The building appears to meet the qualifications as stated in the Genoa Township Unsafe Structure ordinance:

02-16-93 Section 2.0 (b) "A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this act or a building code adopted by Livingston County for a new building or structure, purpose, or location."

02-16-93 Section 2.0 (h) "A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling."

Genoa Township Unsafe Structures Ordinance includes a process to compel removal or repair of unsafe structures. A copy of this ordinance has been enclosed for you. Before we begin this process, you have the opportunity to contact me to describe what steps you will take to alleviate the problem. Please contact me within 10 days of receipt of this letter at (810) 227-5225.

Thank you in advance for your cooperation in this matter.

Sincerely,

Adam VanTassell
Genoa Charter Township

cc: address file

Date: March 2, 2011
Inspector: Dennis S. Smith, Building Official
Subject: Inspection Performed/Results

For The Property Located At: 5487 Chippewa, Howell, MI 48843
Tax Parcel #4711-03-405-244

Upon inspection by the Genoa Charter Township Building Official, the following violation(s) were found for the property located at: 5487 Chippewa.

1. The primary building (structure) and property is not being maintained in a sanitary condition. There are numerous unlicensed/inoperable motor vehicles scattered throughout the property. – IPMC 302.1
2. Unapproved exterior surfaces are exposed to weather and are in less than good condition – IPMC 304.2
3. The building (structure) shows several signs of roof leakage. – IPMC 304.7
4. Interior surfaces may be damaged by water causing ceiling damage, wall damage, and floor damage with the possibility of mold being present in most rooms– IPMC 305.3
5. A safe occupant load may be exceeded. – IMPC 102.3 & 701
6. The front and rear porches are rotted and unstable. There are unsafe handrails, guardrails and steps. – IPMC 304.10
7. Rotted fascia and roof – IPMC 304.4
8. Unsafe means of egress at the rear and front of the structure. IPMC 304.10
9. Other possible violations are not visible due to unsafe conditions of the building (structure).

Photographs were taken.

This building appears to meet the requirements as outlined in Section 108.1.3 and Section 110 of the International Property Maintenance Code. In that, it may be unfit for human occupancy and should be either repaired or demolished.











May 4, 2011

Gary Danforth
1701 Greenmeadows Drive
Brighton, MI 48114

RE: 1701 Greenmeadows Drive
Tax #11-12-401-056
Unsafe Structure Notification

Dear Mr. Danforth,

My office has received complaints regarding the house at the above referenced address. Specifically that the house is in an unsafe state of disrepair. The building appears to meet the qualifications as stated in the Genoa Township Unsafe Structure ordinance:

02-16-93 Section 2.0 (b) "A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this act or a building code adopted by Livingston County for a new building or structure, purpose, or location."

02-16-93 Section 2.0 (h) "A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling."

Genoa Township Unsafe Structures Ordinance includes a process to compel removal or repair of unsafe structures. A copy of this ordinance has been enclosed for you. Before we begin this process, you have the opportunity to contact me to describe what steps you will take to alleviate the problem. Please contact me within 10 days of receipt of this letter at (810) 227-5225.

Thank you in advance for your cooperation in this matter.

Sincerely,

Adam VanTassell
Genoa Charter Township

cc: address file

Date: March 2, 2011

Inspector: Dennis S. Smith, Building Official

Subject: Inspection Performed/Results

For The Property Located At: 1701 Green Meadows, Brighton, MI 48114
Tax Parcel #4711-12-401-056

Upon inspection by the Genoa Charter Township Building Official, the following violation(s) were found for the property located at: **1701 Green Meadows**.

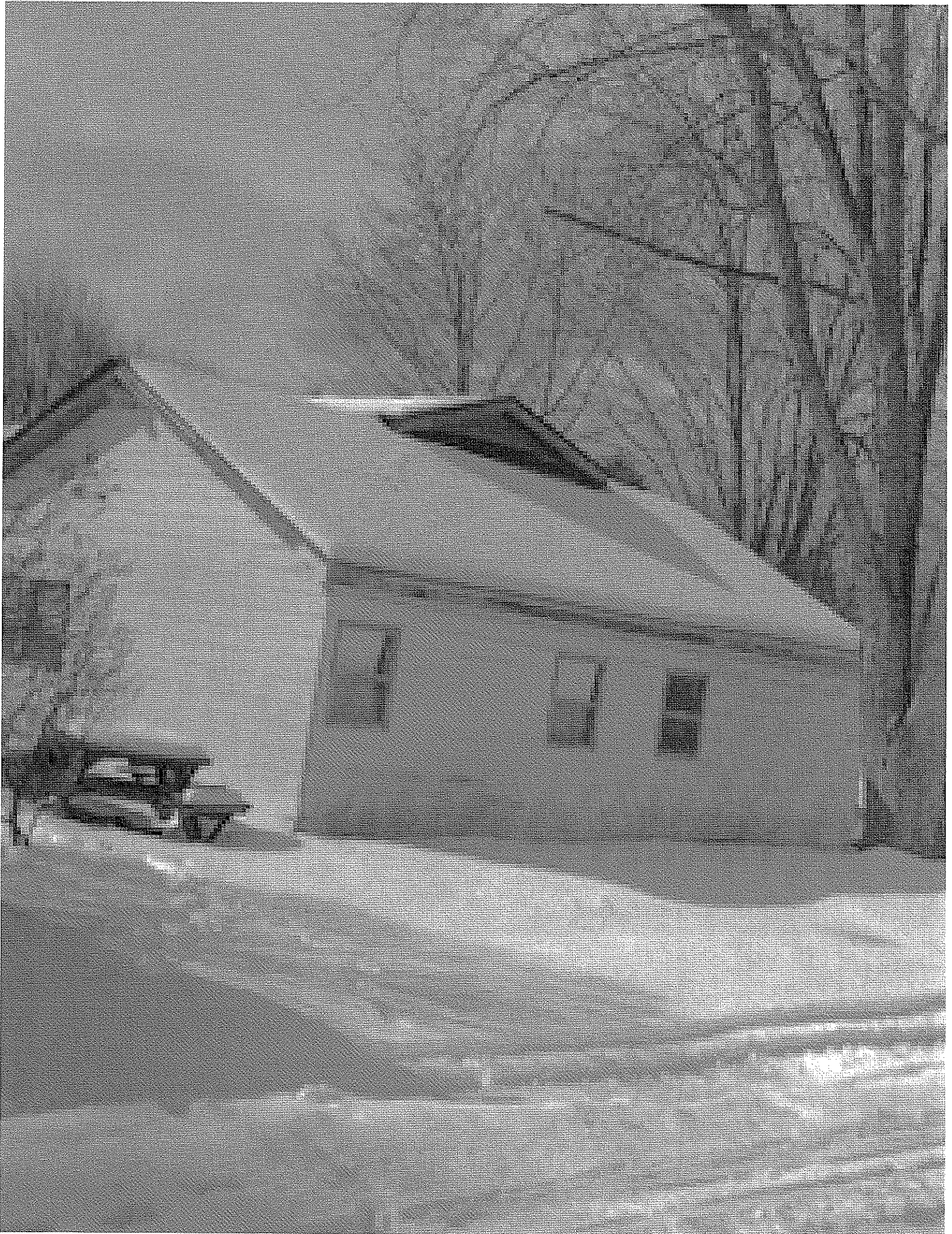
1. The primary building (structure) is not being maintained in a sanitary condition – IPMC 302.1
2. The premises is not properly identified – IPMC 304.3
3. Unapproved exterior surfaces are exposed to weather and are in less than good condition – IPMC 304.2
4. The building (structure) shows several signs of roof leakage and/or collapse – IPMC 304.7
5. Structural members of roof appear to be damaged – IPMC 305.2
6. Interior surfaces may be damaged by water causing ceiling damage, wall damage, and floor damage with the possibility of mold being present in most rooms– IPMC 305.3
7. Rotted fascia and roof – IPMC 304.4
8. The exterior of the property is not being maintained in a sanitary condition. – IMPC 302.1
9. Unsafe means of egress at the rear of the structure. IPMC 304.10 & 701
10. Other possible violations are not visible due to unsafe conditions of the building (structure).

Photographs were taken.

This building appears to meet the requirements as outlined in Section 108.1.3 and Section 110 of the International Property Maintenance Code. In that, it may be unfit for human occupancy and should be either repaired or demolished.









March 29, 2011

Christopher Hiekkila
2728 W. Amberly Blvd.
Howell, MI 48843

RE: 3561 Crooked Lake Road
Tax #11-17-400-012
Unsafe Structure Notification

Dear Mr. Hiekkila,

My office has received complaints regarding the house at the above referenced address. Specifically that the house is in an unsafe state of disrepair. The building appears to meet the qualifications as stated in the Genoa Township Unsafe Structure ordinance:

02-16-93 Section 2.0 (h) "A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling."

Genoa Township Unsafe Structures Ordinance includes a process to compel removal or repair of unsafe structures. A copy of this ordinance has been enclosed for you. Before we begin this process, you have the opportunity to contact me to describe what steps you will take to alleviate the problem. Please contact me within 10 days of receipt of this letter at (810) 227-5225.

Thank you in advance for your cooperation in this matter.

Sincerely,

Adam VanTassell
Genoa Charter Township

cc: address file

Date: March 4, 2011

Inspector: Dennis S. Smith, Building Official

Subject: Inspection Performed/Results

For The Property Located At: 3561 Crooked Lake Road, Brighton, MI 48116
Tax Parcel #11-17-400-012

Upon inspection by the Genoa Charter Township Building Official, the following violation(s) were found for the property located at: **3561 Crooked Lake Road.**

1. The main structure and outbuildings are vacant. They are unsafe and unfit for human occupancy. There are no utilities. There is no way to maintain minimum code requirements for habitability. IPMC 108.1.1, 108.1.3; IFC 110
2. This building (structure) and property is not being maintained in a sanitary condition. - IPMC 302.1
3. The main structure and several outbuildings are open and unsecured. It is considered an attractive nuisance and eminent danger and fire hazard. – IPMC 302.7, 109.1; IFC 110
4. Front porch is rotted and unstable. There are unsafe handrails, guardrails and steps. – IPMC 304.10
5. Unapproved exterior surfaces are exposed to weather and are in worse than poor condition. – IPMC 304.2
6. The building (structure) shows several signs of roof leakage and/or failure. – IPMC 304.7
7. Interior surfaces are nonexistent. The structural members are exposed. There has been interior floor, wall and ceiling damage. There is no usable electrical, plumbing or heating system. – IPMC, Section 305.3
8. The foundation has been compromised in several locations. – IMPC 108.1.1
9. The utilities to the building have been disconnected making it condemnable by definition. - IPMC Chapter Two
10. Other possible violations are not visible due to unsafe conditions of the primary building (structure) and out-buildings.

Photographs were taken.

This building appears to meet the requirements as outlined in Section 108.1.3 and Section 110 of the International Property Maintenance Code. In that, it is unfit for human occupancy and an order of demolition should be carried out.

Adam VanTassell

Subject: conversation
Start: Fri 5/13/2011 12:00 PM
End: Fri 5/13/2011 12:30 PM
Recurrence: (none)
Organizer: Adam VanTassell

Christopher Hiekkila
3561 Crooked Lake Road
Came in to discuss ongoing renovations.
Stated he had boarded up all holes and broken windows
Got permits, is going to county to get final permits.











March 29, 2011

Merrill Trust
Attention: David Merrill
7070 Faussett Road
Fenton, MI 48430-9080

RE: 581 Cherokee Bend
Tax #11-03-401-038
Unsafe Structure Notification

Dear Mr. Merrill,

My office has received complaints regarding the house at the above referenced address. Specifically that the house is in an unsafe state of disrepair. The building appears to meet the qualifications as stated in the Genoa Township Unsafe Structure ordinance:

02-16-93 Section 2.0 (f) "The building, structure, or a part of the building or structure is manifestly unsafe for the purpose for which it is used."

02-16-93 Section 2.0 (h) "A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling."

Genoa Township Unsafe Structures Ordinance includes a process to compel removal or repair of unsafe structures. A copy of this ordinance has been enclosed for you. Before we begin this process, you have the opportunity to contact me to describe what steps you will take to alleviate the problem. Please contact me within 10 days of receipt of this letter at (810) 227-5225.

Thank you in advance for your cooperation in this matter.

Sincerely,

Adam VanTassell
Genoa Charter Township

cc: address file

Adam VanTassell

Subject: phone conversation

Start: Thu 5/12/2011 2:30 PM
End: Thu 5/12/2011 3:00 PM

Recurrence: (none)

Organizer: Adam VanTassell

Mark Merrill
581 Cherokee Bend
517 304 8810
House sold to mother
Proposed demo date of June 1, 2011

Adam VanTassell

Subject: phone conversation
Start: Mon 4/4/2011 1:00 PM
End: Mon 4/4/2011 1:30 PM
Recurrence: (none)
Organizer: Adam VanTassell

Mark Merrill
581 Cherokee Bend
517 304 8810
Re: Unsafe Structure



WAIVER NO. W11-048

Land Use Waiver
 Genoa Township • 2911 Dorr Rd. • Brighton, MI 48116
 Phone (810) 227-5225 • Fax (810) 227-3420

1. PROJECT INFORMATION

Site Address: 581 Cherokee Bend

2. OWNER/APPLICANT INFORMATION

Owner Name: James Steffen Phone No.: (989) 739-4349

Owner Address: 9720 Massachusetts St. City: Oscoda State: MI Zip: 48750

Applicant is: Owner Contractor Lessee Architect/Engineer Other:

Applicant Name: James Steffen Phone No.: (989) 739-4349

Applicant Address: 9720 Massachusetts St City: Oscoda State: MI Zip: 48750

3. TYPE OF IMPROVEMENT

Demolition Water Connection Sewer Connection Interior Work/Repairs
 Driveway Roofing Basement Finish Other (please explain):
existing modular home

If interior work is being done, please complete the following:

_____ Square Feet of Improved Area _____ Full Baths (#) _____ Half Baths (#) _____ Fireplaces (Y/N)

4. SIGNATURE OF APPLICANT

I hereby certify that all information and data attached to and made part of this application are true and accurate and to the best of my knowledge and belief. I also certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent, and we agree to conform to all applicable laws, codes and ordinances of the State of Michigan and Genoa Township. Private covenants and restrictions are potentially enforceable by private parties. A Land Use Waiver is valid for a period of 12 months from the date of issue. Any modification to location, size, or dimensions must be approved by Genoa Township.

Signature of Applicant: [Signature] Date: 5-23-11

FOR OFFICE USE ONLY

1. ASSESSING/APPROVAL

Approved Disapproved Approved by: _____ Date: _____

2. ZONING APPROVAL → → → Parcel I.D. No.: 11-03-401-038 Zoning: MHP

Approved Disapproved Approved by: [Signature] Date: 5/23/11

Comments/Conditions: when sewer is disconnected - need to call Genoa Twp @ 810-227-5225.

Date: March 2, 2011

Inspector: Dennis S. Smith, Building Official

Subject: Inspection Performed/Results

For The Property Located At: 581 Cherokee Bend, Brighton, MI 48116
Tax Parcel #4711-03-401-038

Upon inspection by the Genoa Charter Township Building Official, the following violation(s) were found for the property located at: **581 Cherokee Bend**.

1. This building (structure) and property is not being maintained in a sanitary condition. - IPMC 302.1
2. Front porch is rotted and unstable. There are unsafe handrails, guardrails and steps. – IPMC 304.10
3. Unapproved exterior surfaces are exposed to weather and are in less than good condition. – IPMC 304.2
4. The building (structure) shows signs of possible roof leakage and/or failure. The front porch and roof appear structurally unsafe. – IPMC 304.7
5. Interior surfaces may be damaged by water, causing ceiling damage, wall damage, and damaged floors. Mold may be present in most rooms– IPMC, Section 305.3
6. The premise is improperly identified. – IMPC 304.3
7. Other possible violations are not visible due to unsafe conditions of the building (structure).

Photographs were taken.

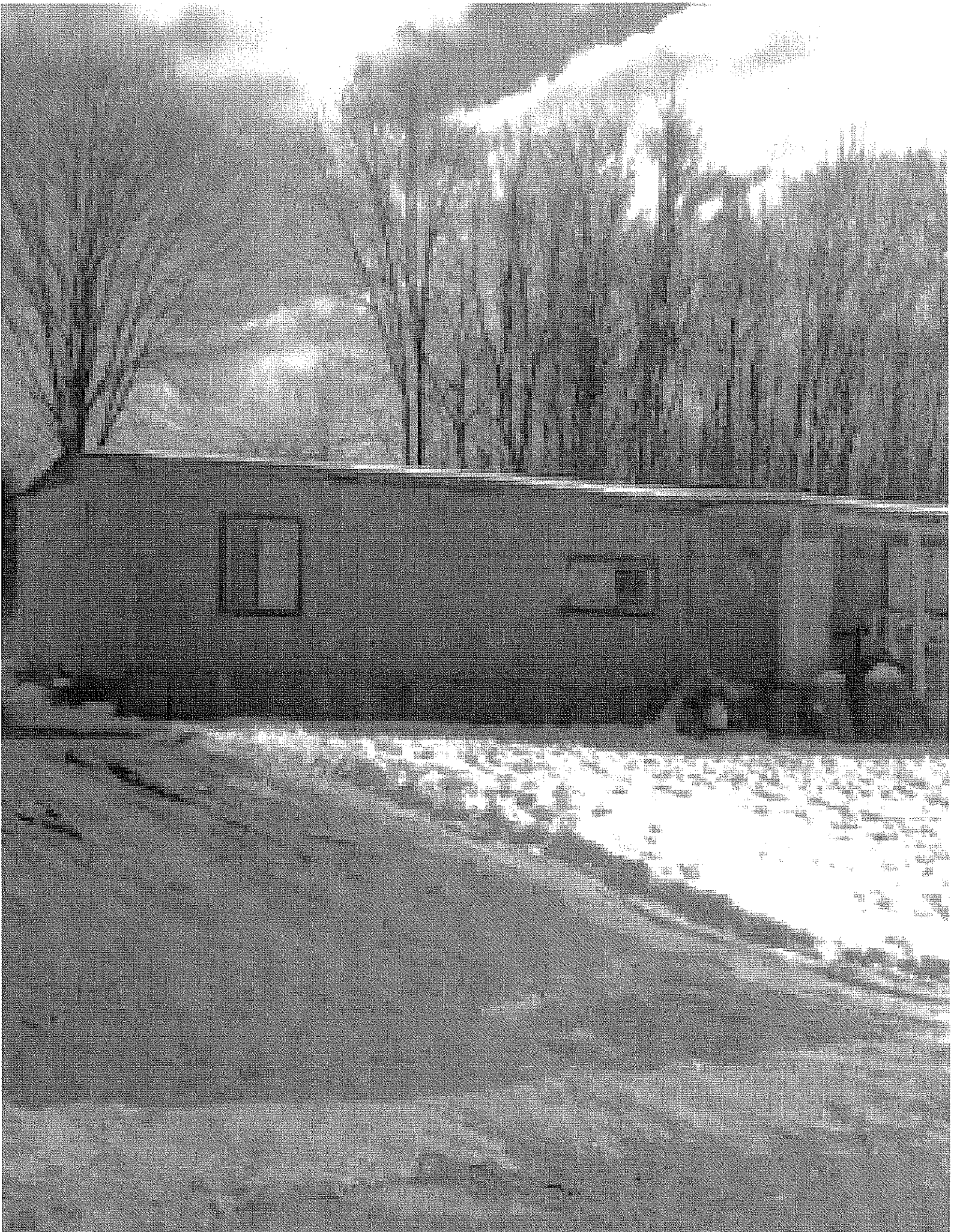
This building appears to meet the requirements as outlined in Section 108.1.3 and Section 110 of the International Property Maintenance Code. In that, it may be unfit for human occupancy and an order of demolition should be sent.

Adam VanTassell

Subject: phone conversation
Start: Tue 4/12/2011 12:00 PM
End: Tue 4/12/2011 12:30 PM
Recurrence: (none)
Organizer: Adam VanTassell

Mark Merrill
RE: 581 Cherokee Bend
Planning on tearing it down









March 29, 2011

Benjamin and Kathryn Varney
4700 Hunt Street
Cass City, MI 48726

RE: 4041 Homestead
Tax #11-28-201-057
Unsafe Structure Notification

Dear Mr. and Mrs. Varney,

My office has received complaints regarding the house at the above referenced address. Specifically that the house is in an unsafe state of disrepair. The building appears to meet the qualifications as stated in the Genoa Township Unsafe Structure ordinance:

02-16-93 Section 2.0 (h) "A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling."

Genoa Township Unsafe Structures Ordinance includes a process to compel removal or repair of unsafe structures. A copy of this ordinance has been enclosed for you. Before we begin this process, you have the opportunity to contact me to describe what steps you will take to alleviate the problem. Please contact me within 10 days of receipt of this letter at (810) 227-5225.

Thank you in advance for your cooperation in this matter.

Sincerely,

Adam VanTassell
Genoa Charter Township

cc: address file

Date: March 28, 2011

Inspector: Dennis S. Smith, Building Official

Subject: Inspection Performed/Results

For The Property Located At: 4041 Homestead, Brighton, MI 48116
Tax Parcel #47-11-28-201-057

Upon inspection by the Genoa Charter Township Building Official, the following violation(s) were found for the property located at: **4041 Homestead**.

1. This building (structure) and property is not being maintained in a sanitary condition. - IPMC 301.3, 302.1
2. The entire structure is rotted and unstable. Partial collapse has occurred. – IPMC 304.4
3. Unapproved exterior surfaces are exposed to weather and are in less than good condition. – IPMC 304.2
4. The building (structure) shows signs of roof failure. – IPMC 304.7
5. Interior surfaces may be damaged by water, causing ceiling damage, wall damage, and damaged floors. Mold may be present in most rooms– IPMC, Section 305.3
6. The premise is improperly identified. – IPMC 304.3
7. The structure is vacant and there are no utilities to the structure. – IPMC Chapters 4, 5 & 6
8. Other possible violations are not visible due to unsafe conditions of the building (structure).

Photographs were taken.

This building appears to meet the requirements as outlined in Section 108.1.3 and Section 110 of the International Property Maintenance Code. In that, it may be unfit for human occupancy and an order of demolition should be sent.

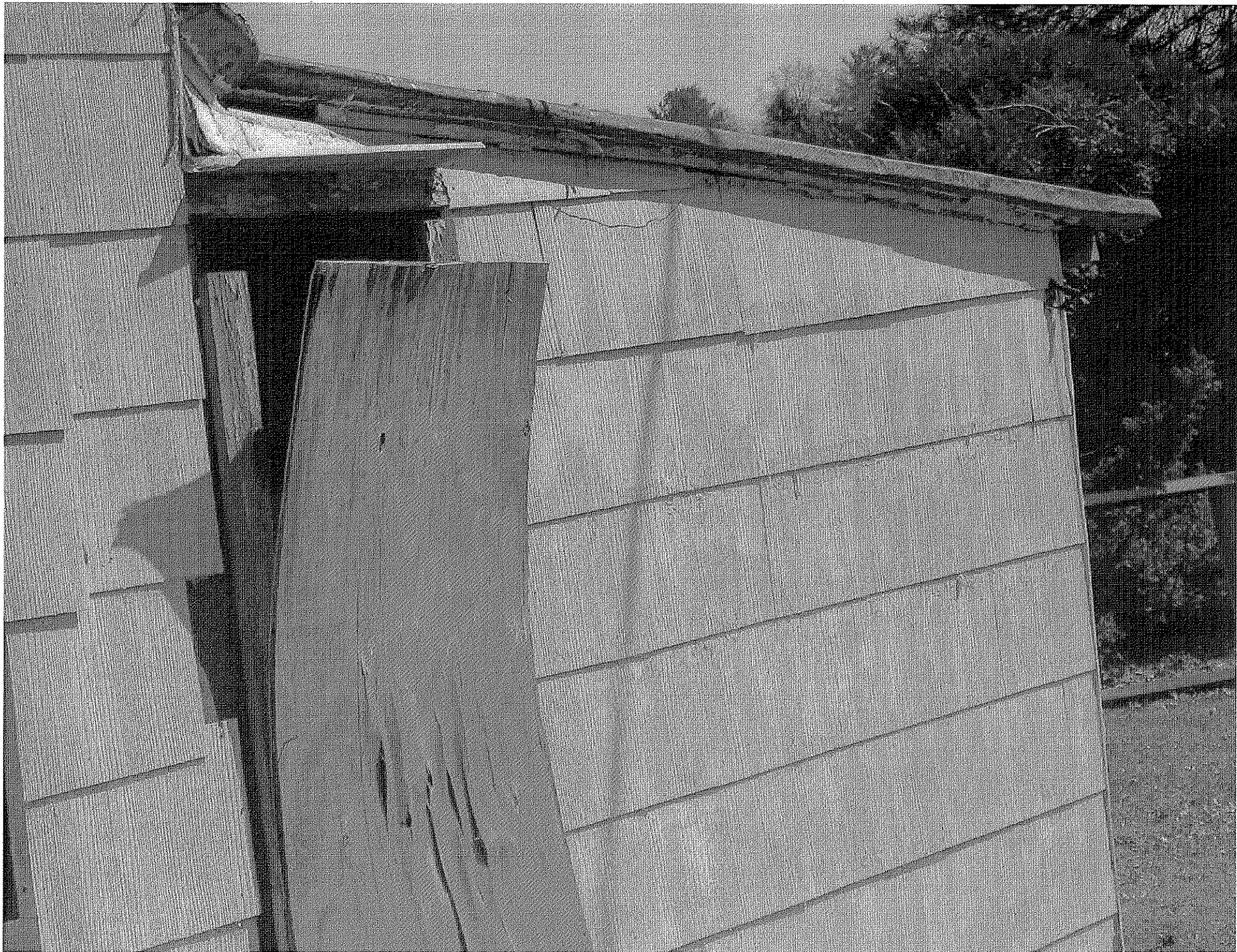














Livingston County Department of Planning

GENOA TOWNSHIP

JUN 01 2011

RECEIVED

Kathleen J. Kline-Hudson
AICP, PEM
Director

May 31, 2011

Robert A. Stanford
AICP, PEM
Principal Planner

Mike Archinal, Manager
Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116

Scott Barb
PEM
Principal Planner

Dear Mike,

Thank you for taking the time out of your busy schedule to host our Brown Bag Lunch Series program on Complete Streets. The Township Board Chambers provided an excellent space and audio visual capabilities for this event. Additionally, we really appreciate your provision of drinks.

Thanks again for helping to make this Brown Bag Lunch Series a success, and please extend our thanks to Gary and Kelly as well!

Sincerely,

Kathleen J. Kline-Hudson
Director

Scott Barb
Principal Planner

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
co.livingston.mi.us

MEMORANDUM

To: Genoa Charter Township Board

From: Polly Skolarus, Clerk

Date: May 26, 2011

Re: Workmen's Compensation Provider Change/Cost Savings

I am pleased to advise you that Greg and I recently contracted with MTA/WCSIF for workmen's compensation. Effective July 1, 2011, Genoa Charter Township Employees will be covered through MTA/WCSIF for workmen's compensation insurance through Citizens Insurance of Howell, Michigan.

Our previous contract with Accident Fund of Michigan for MHOG employees was \$39,288.36 and for Township Employees \$9,134.00 totaling \$48,422.36 for coverage.

With the contract through MTA/WCSIF, MHOG will incur charges of \$18,077.17 and the Township General Fund \$5,046.50 for a total annual cost for workers compensation coverage of \$23,123.67 and a total cost savings to the township of (\$25,298.69).



Genoa Charter Township

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

May 27, 2011

Mr. Fred Styka
5385 Wildwood Drive
Howell, MI 48843

Re: Wildwood Drive

Mr. Styka,

This letter is in regards to your May 24th, 2011 correspondence to Geraldine Moen, Mayor of Howell. As a resident of Genoa Charter Township your road is under the jurisdiction of the Livingston County Road Commission. Even though you have a Howell mailing address and are in the Howell School District the City of Howell has no responsibility for your road.

For concerns related to road maintenance including grading, I suggest you continue to contact the Livingston County Road Commission. (www.livingstonroads.org) Special assessment districts for paving projects are the responsibility of Genoa Charter Township. I checked our files and noted that you wrote a letter dated November 15, 2009 in support of such a project. Unfortunately the majority of your neighbors did not. If you wish to pursue another Special Assessment District I will be happy to provide you the necessary information.

You may find the following contact information helpful:

- Livingston County Road Commission; Managing Director; Michael Craine
- Livingston County Road Commissioners; Stephen Crane, John Dunleavy and David Peckens
- Genoa Charter Township Supervisor; Gary McCririe
- Genoa Township Clerk; Polly Skolarus
- Genoa Township Treasurer; Robin Hunt
- Genoa Township Board of Trustees; James Mortensen, Steve Wildman, Jean Ledford, and Todd Smith

Thank you for your inquiry. Please feel free to contact me if you have any questions.

Best Regards,

Michael Archinal
Genoa Township Manager

Cc: Geraldine Moen, Mayor of City of Howell
Shea Charles, Howell City Manager
Michael Craine, Livingston County Road Commission
Genoa Township Board

Supervisor
Gary T. McCririe

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

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

Fred Styka
5385 Wildwood Drive
Howell, Mi. 48843
517-552-0962
fredgap@aol.com

May 24, 2011

Geraldine Moen, Mayor of the City of Howell

I am a resident of Howell and live of a dirt road on Lake Chemung. To date the road has been graded one time this year, and is in the worse condition ever. Almost undrivable. After it's graded and rains it goes back to it's appalling condition. I understand the weather conditions play a huge part in pot holes etc. and it has been a terrible winter, but grating is not the answer it needs repair.

Half of the road is ok the rest is bad. Numerous calls have been made to the road commission but nothing seems to get done.

I'm writing you for your help. I'm sure the graters will be back out but thats not the answer. I wish you would take a ride and see for yourself how bad it really is. I'm not exaggerating, it's an embarrassment to have a visitor because they have to come down this road. The value of our homes have dropped because of this, I've had to replace two tires it's not fair.

Thank you for your time. Howell is a great city we love living here except for our road. Please Help.

Sincerely,



Fred Styka

cc: Michael Archinal, Genoa Twp. Manager

Polly

From: Mike Archinal
Sent: Tuesday, May 31, 2011 10:36 AM
To: asracer89@sbcglobal.net
Cc: Kelly VanMarter; Frank Mancuso; Adam VanTassell
Subject: RE: Salvation Army

Kristian,

Kelly is out of the office for a few days but she forwarded your email to me. She may have communicated some of this information to you already. I share the neighborhood's frustration with the lack of progress. In fact on May 16th, after witnessing the Last Chance Rescue operating on May 14th I directed our Code Enforcement Officer to issue a ticket. I also directed our Code Enforcement Officer and Planning Director to prepare a comprehensive list of all violations at the JWS site. This information was forwarded to the Township Attorney who sent a draft Complaint and Order to Show Cause Friday the 27th. I reviewed the documents and made a minor change.

By copy I am asking our Attorney to provide a synopsis of the process we expect to take place in terms of enforcement including timeline. You and your neighbors have been extremely patient. I believe we have a property owner who is long on promise and short on delivery. Please be assured that we intend on proceeding in an aggressive fashion. I will forward the expected actions and filing dates as soon as I receive them.

Best regards,

Michael C. Archinal
Township Manager



Genoa Charter Township
2911 Dorr Road, Brighton, Michigan 48116
Phone: (810) 227-5225, Fax: (810) 227-3420
E-mail: mike@genoa.org. Url: www.genoa.org

From: Kelly VanMarter
Sent: Tuesday, May 31, 2011 4:15 AM
To: Mike Archinal
Subject: Fw: Salvation Army

Hey Mike. I thought you might not want to wait until I got back to talk to him so please see message below.

Connected by DROID on Verizon Wireless

-----Original message-----

From: Kristian Smith <asracer89@sbcglobal.net>
To: Kelly VanMarter <Kelly@genoa.org>
Cc: "Asracer89@sbcglobal.net" <Asracer89@sbcglobal.net>
Sent: Tue, May 31, 2011 03:06:36 GMT+00:00
Subject: Salvation Army

Hi Kelly,

Its Kristian Smith again! Hope to find you and yours doing well after the extended weekend. I am writing to again express our concerns about the Salvation Army, or perhaps better stated, the owner of the building that the SA occupies. When we (the residents of Grand Beach Estates) came in and discussed our concerns with the Township Board, we were told that we were fortunate to have a property owner that was willing to listen and work with us. Unfortunately, she has made liars of all of us. She said she was going to move the Rescue to another building (this is going back to October of last year they were to be out of there). The Rescue is still operating out of that building. She said she was going to add 17 new parking spots as soon as the frost laws were lifted on April 15th. Nothing has been done to create these new spots. The lot has yet to be re-stripped for the additional 17 spots behind the building. She said she was going to maintain the landscaping and lawns more routinely than in the past. They have mowed ONCE this year, and the beds are riddled with weeds. She said she was going to install a fence (when we asked for a wall) as soon as we (the residents) cleared our obstructions in her path. Within 2 days of being notified of that, everything was moved. The lines that were painted for the fence are now non-existent because the grass that they were painted on has grown out. Still no fence. The one thing she did do was MOVE the sign that was a sight line hazard, but even that was half-hearted as we asked for the REMOVAL of the sign. She still is advertising leasing space in a building that she has been told that she cannot use any more of the space that is available. She has hoodwinked the township, and therefore us as well, by telling you all that she was going to take care of these things. In turn, the residents have patiently waited for some type of action on her part to do what she said she would do. It has been 2 months and nothing has been done. I must give the SA credit as they have done what they said they would do, and for those of us that are affected everyday by the SA, we do appreciate their efforts.

Something, some type of action, must happen. I know she has been ticketed, but unfortunately, it has had zero effect upon her or this building. She has shown us (the residents) nothing. I am being questioned. You all at the township are being questioned. This is not acceptable by me, and hopefully, by you.

Thank you once again for listening to me, and to the residents concerns.

Kristian Smith