

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
JULY 18, 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: 06-20-11
3. Request for approval of an amendment to the Parks and Recreation Budget for fiscal 2011/2012 to allow for the payment of expenses related to lighting and playground equipment.
4. Request for approval of an amendment to the Road/Lake Reimbursement Fund for fiscal 2011/2012 to allow for payment of expenses related to aquatic weed control.
5. Request for approval of a Utility Department credit card use policy.
6. Consider approval of appointments to the Planning Commission and Zoning Board of Appeals.

Approval of Regular Agenda:

7. Consider approval of a proposal from Mannik and Smith for \$3900 to complete a roadway improvement feasibility study for Red Oaks of Chemung.
8. Discussion regarding signage for the Township Hall Park.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : July 18, 2011

TOWNSHIP GENERAL EXPENSES: Thru July 18, 2011	\$119,310.49
June 24, 2011 Bi Weekly Payroll	\$67,535.67
June 30, 2011 Quarterly Payroll	\$3,570.77
July 1, 2011 Monthly Payroll	\$15,010.51
July 8, 2011 Bi Weekly Payroll	\$68,080.89
OPERATING EXPENSES: Thru July 18, 2011	\$75,465.32
TOTAL:	<u>\$348,973.65</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27549	Administ	Total Administrative Services	06/24/2011	869.19
27550	Equitabl	Equivest Unit Annuity Lock Box	06/24/2011	455.00
27551	MISDU	Michigan State Disbursement Un	06/24/2011	207.13
27552	VION	Vion Holdings LLC	06/24/2011	76.12
27553	SOM-TRE	State Of Mich- Dept Of Treasur	06/21/2011	5,830.69
27554	Equitabl	Equivest Unit Annuity Lock Box	07/01/2011	20.00
27555	ARCHINAL	Michael Archinal	06/22/2011	500.00
27556	BUS IMAG	Business Imaging Group	06/22/2011	946.37
27557	CARDM	Chase Card Services	06/22/2011	2,016.01
27558	Clearwat	Clearwater Systems	06/22/2011	51.60
27559	COMCAST	COMCAST	06/22/2011	94.04
27560	DTE EN	DTE Energy	06/22/2011	207.01
27561	EHIM	EHIM, INC	06/22/2011	3,945.73
27562	ETNA SUP	Etna Supply Company	06/22/2011	620.46
27563	Galens	Daniel Galens	06/22/2011	84.00
27564	HUMPHT	Tesha Humphriss	06/22/2011	200.00
27565	HWL PARK	Howell Parks And Recreation	06/22/2011	62,790.00
27566	Ireton	Jim Ireton	06/22/2011	82.00
27567	J.J.JINK	J.J. Jinkleheimer & Co.	06/22/2011	102.00
27568	Lincoln	Lincoln National Life Ins Co.	06/22/2011	1,024.08
27569	MASTER M	Master Media Supply	06/22/2011	481.91
27570	MCCRIRIE	Gary McCririe	06/22/2011	80.12
27571	MI CHLOR	Michigan Chloride Sales LLC	06/22/2011	1,358.56
27572	Net serv	Network Services Group, L.L.C.	06/22/2011	810.00
27573	RUFFC	Connie Ruff	06/22/2011	78.75
27574	SHELL	Shell	06/22/2011	85.72
27575	SOMAPP	State of Michigan -Appraisers	06/22/2011	250.00
27576	VERIZONW	Verizon Wireless	06/22/2011	274.18
27577	WALMART	Walmart Community	06/22/2011	75.79
27578	Big Wate	Big Water Technologies Corp	06/24/2011	11,907.40
27579	ACCIDENT	Accident Fund Company	06/27/2011	10,792.00
27581	US POSTA	US Postal Service	06/27/2011	1,482.62
27582	GRAY	Renee Gray	06/27/2011	3,000.00
27583	Administ	Total Administrative Services	07/08/2011	869.19
27584	Equitabl	Equivest Unit Annuity Lock Box	07/08/2011	455.00
27585	MISDU	Michigan State Disbursement Un	07/08/2011	207.13
27586	VION	Vion Holdings LLC	07/08/2011	76.12
27587	AmerAqua	American Aqua	07/12/2011	120.75
27588	BORDINE	Bordine Nursery	07/12/2011	215.70
27589	Certifc	Certified Document Destruction	07/12/2011	77.22
27590	Clearwat	Clearwater Systems	07/12/2011	45.15
27591	CONTINEN	Continental Linen Service	07/12/2011	156.22
27592	GANNETT	PRESS & ARGUS	07/12/2011	105.00
27593	GORDONFO	Gordon's Food Services	07/12/2011	89.29
27594	Hoy	Deanna Hoy	07/12/2011	81.00
27595	LANGWORT	Langworthy Strader Leblanc	07/12/2011	180.00
27596	LivCTrea	Livingston County Treasurer	07/12/2011	2,554.16
27597	Livinsto	Livingston Cty Assessors Asc	07/12/2011	30.00
27598	Louria	Laurie Louria	07/12/2011	77.00
27599	Net serv	Network Services Group, L.L.C.	07/12/2011	45.00
27600	Perfect	Perfect Maintenance Cleaning	07/12/2011	1,093.75
27601	PITNEYBO	Pitney Bowes, Inc.	07/12/2011	205.60
27602	Singher	Melissa Singher	07/12/2011	61.00
27603	TRI COUN	Tri County Cleaning Supply Inc	07/12/2011	172.23
27604	WASTE MA	Waste Management	07/12/2011	1,008.00
27605	WasteMan	Waste Management of Michigan	07/12/2011	37.50
27606	BRANVAN	BRANDON VANMARTER	07/11/2011	550.00

Report Total:

119,310.49

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 06/17/2011 - 12:10

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27549	Administ	Total Administrative Services	06/24/2011		869.19
			Check 27549 Total:		869.19
10108	AETNA LI	Aetna Life Insurance & Annuity	06/24/2011		25.00
			Check 10108 Total:		25.00
10109	EFT-FED	EFT- Federal Payroll Tax	06/24/2011		7,042.33 2,681.03 3,957.67 925.59 925.59
			Check 10109 Total:		15,532.21
10110	EFT-PENS	EFT- Payroll Pens Ln Pyts	06/24/2011		499.80
			Check 10110 Total:		499.80
27550	Equitabl	Equivest Unit Annuity Lock Box	06/24/2011		455.00
			Check 27550 Total:		455.00
10111	FIRST NA	First National Bank	06/24/2011		300.00 2,770.00 46,801.22

Check 10111 Total: 49,871.22

27551 MISDU Michigan State Disbursement Un 06/24/2011 FIPS 2616300 207.13

Check 27551 Total: 207.13

27552 VION Vion Holdings LLC 06/24/2011 SS 367-92-7487 76.12

Check 27552 Total: 76.12

Report Total: 67,535.67

**First National
Direct Deposit
JUNE 24, 2011
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$49,871.22	
Aaron Korpela		\$1,124.09
Adam Van Tassell		\$1,098.40
Alex Chimpouras		\$1,910.01
Amy Ruthig		\$945.97
Angela Williams		\$757.41
Caitlin Nims		\$943.41
Carol Hanus		\$1,224.57
Craig Bunkoske		\$1,575.54
Daniel Schlack		\$1,472.70
Dave Estrada		\$1,093.58
David Miller		\$1,919.20
Debbie Hagen		\$532.15
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.29
Diane Zerby		\$577.08
Duane Chatterson		\$1,343.76
Eric Hartman		\$1,084.95
Greg Tatara		\$2,480.20
James Aulette		\$1,210.19
Jeffrey Meyers		\$1,127.51
Joe Szabelski		\$796.44
Judith Smith		\$1,194.14
Karen J. Saari		\$974.00
Kelly VanMarter		\$1,995.97
Kimberly MacLeod		\$1,073.06
Kyle Mitchell		\$840.85
Laura Mrocicka		\$1,677.85
Luke Brown		\$691.81
Martin Reich		\$1,621.92
Matthew Hunt		\$726.50
Michael Archinal		\$2,868.58
Michael Maahs		\$729.14
Renee Gray		\$1,124.26
Richard Bigham		\$1,882.89
Robin Hunt		\$1,364.41
Scott Lowe		\$1,251.16
Steven Anderson		\$1,777.73
Susan Sitner		\$203.28
Tammy Lindberg		\$980.38
Tesha Humphriss		\$1,013.79
Total Deposit		<u><u>\$49,871.22</u></u>

Accounts Payable

Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 06/13/2011 - 15:38

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10106	EFT-FED	EFT- Federal Payroll Tax	06/30/2011		140.91
					208.01
					48.65
					48.65
					<u>446.22</u>
				Check 10106 Total:	446.22
27511	Equitabl	Equivest Unit Annuity Lock Box	06/30/2011		20.00
					<u>20.00</u>
				Check 27511 Total:	20.00
10107	FIRST NA	First National Bank	06/30/2011		3,104.55
					<u>3,104.55</u>
				Check 10107 Total:	3,104.55
				Report Total:	<u><u>3,570.77</u></u>

**First National
Direct Deposit
Quarterly Payroll
JUNE 30, 2011**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Adam Van Tassell	\$124.87	
Barb Figurski	\$432.00	
John McManus	\$452.88	
Dean Tengel	\$301.92	
Diana Lowe	\$301.92	
Doug Brown	\$311.35	
Kristi Cox	\$283.05	
Genoa Township		\$3,104.55
H.J. Mortensen	\$150.96	
Marianne McCreary	\$150.96	
Jeffrey Dhaenens	\$155.68	
Steve Wildman	\$144.00	
Laura Brookins	\$144.00	
Chris Grajek	\$150.96	
Total Deposit	<u><u>\$3,104.55</u></u>	

EFT #: _____
Internet: _____
Date: _____

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 06/21/2011 - 16:09

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10113	EFT-FED	EFT- Federal Payroll Tax	07/01/2011		2,766.98 617.04 910.89 213.01 213.01
Check 10113 Total:					4,720.93
10114	EFT-PENS	EFT- Payroll Pens Ln Pyts	07/01/2011		212.66
Check 10114 Total:					212.66
27554	Equitabl	Equivest Unit Annuity Lock Box	07/01/2011		20.00
Check 27554 Total:					20.00
10115	FIRST NA	First National Bank	07/01/2011		10,006.92 50.00
Check 10115 Total:					10,056.92
Report Total:					15,010.51

First National
Direct Deposit
JULY 1, 2011
Monthly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$10,056.92	
Adam Van Tassel		\$3,235.09
Gary McCririe		\$2,285.26
H.J. Mortensen		\$346.46
Jean Ledford		\$323.90
Paulette Skolarus		\$3,362.49
Steve Wildman		\$330.49
Todd Smith		\$173.23
Total Deposit		<u>\$10,056.92</u>

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: angie

Printed: 06/29/2011 - 11:17

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27583	Administ	Total Administrative Services	07/08/2011		869.19
				Check 27583 Total:	869.19
10118	AETNA LI	Aetna Life Insurance & Annuity	07/08/2011		25.00
				Check 10118 Total:	25.00
10119	EFT-FED	EFT- Federal Payroll Tax	07/08/2011		7,229.50 2,703.29 3,990.55 933.28 933.28
				Check 10119 Total:	15,789.90
10120	EFT-PENS	EFT- Payroll Pens Ln Pyts	07/08/2011		574.80
				Check 10120 Total:	574.80
27584	Equitabl	Equivest Unit Annuity Lock Box	07/08/2011		455.00
				Check 27584 Total:	455.00
10121	FIRST NA	First National Bank	07/08/2011		300.00 2,770.00 47,013.75

Check 10121 Total: 50,083.75

27585 MISDU Michigan State Disbursement Un 07/08/2011 FIPS 2616300 207.13

Check 27585 Total: 207.13

27586 VION Vion Holdings LLC 07/08/2011 SS 367-92-7487 76.12

Check 27586 Total: 76.12

Report Total: 68,080.89

**First National
Direct Deposit
JULY 8, 2011
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$50,083.75	
Aaron Korpela		\$1,005.97
Adam Van Tassell		\$1,098.40
Alex Chimpouras		\$1,910.01
Amy Ruthig		\$945.96
Angela Williams		\$812.52
Caitlin Nims		\$967.04
Carol Hanus		\$1,224.57
Craig Bunkoske		\$1,610.05
Daniel Schlack		\$1,219.29
Dave Estrada		\$1,192.33
David Miller		\$1,919.20
Debbie Hagen		\$494.75
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.27
Diane Zerby		\$236.13
Duane Chatterson		\$1,514.76
Eric Hartman		\$1,059.64
Greg Tatara		\$2,480.20
James Aulette		\$1,210.19
Jeffrey Meyers		\$1,082.51
Joe Szabelski		\$760.45
Judith Smith		\$1,194.15
Karen J. Saari		\$974.00
Kelly VanMarter		\$1,995.97
Kimberly MacLeod		\$1,154.74
Kyle Mitchell		\$1,033.22
Laura Mroczka		\$1,677.85
Luke Brown		\$724.81
Martin Reich		\$1,621.92
Matthew Hunt		\$691.99
Michael Archinal		\$2,868.58
Michael Maahs		\$716.21
Renee Gray		\$1,049.26
Richard Bigham		\$1,882.89
Robin Hunt		\$1,364.41
Scott Lowe		\$1,281.54
Steven Anderson		\$1,777.73
Susan Sitner		\$674.03
Tammy Lindberg		\$980.38
Tesha Humphriss		\$1,013.78
Total Deposit		\$50,083.75

11:21 AM
07/12/11

#595 PINE CREEK W/S FUND

Payment of Bills

June 16 through July 12, 2011

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

11:29 AM
07/12/11

#504 DPW RESERVE FUND

Payment of Bills

June 16 through July 12, 2011

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

11:25 AM
07/12/11

#503 DPW UTILITY FUND

Payment of Bills

June 16 through July 12, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	06/23/2011	1751	Genoa Township G/O New User Fund	Quarterly loan payment due 6/30/2011	-16,037.00
Check	06/23/2011	1752	Absolute Auto Repair	Inv 75058	-256.45
Check	06/23/2011	1753	GRUNDY ACE OF HOWELL	May 2011 invoices	-160.47
Check	06/23/2011	1754	American Water Works Association	Membership renewals	-272.00
Check	06/23/2011	1755	BUSINESS IMAGING GROUP	Inv 215510	-27.19
Check	06/23/2011	1756	Chase Card Services	Newegg invoice laptop for DPW HR Dept	-511.52
Check	06/23/2011	1757	FASTENAL COMPANY	Inv #'s MIBRG60486 & 60540	-298.77
Check	06/23/2011	1758	HI-LINE	Inv 10109113 dated 6/6/2011	-212.10
Check	06/23/2011	1759	LOWE'S	May 2011 statement	-3,089.99
Check	06/23/2011	1760	Red Wing Shoe Store	Inv # 5170000000987 dated 6/12/2011	-195.49
Check	06/23/2011	1761	STANDARD ELECTRIC COMPANY	Inv 1714928-00 dated 6/3/2011	-62.24
Check	06/23/2011	1762	Staples Credit Plan	Statement dated June 2011	-311.96
Check	06/23/2011	1763	Tractor Supply Co.	May 2011 statement	-125.53
Check	06/23/2011	1764	Verizon Wireless	Inv 2586332618 dated 6/12/2011	-319.45
Check	06/23/2011	1765	Verizon	Travel charger for cell phone - Chimpouras	-21.19
Check	06/27/2011	1766	Society for Human Resource Management	Membership Application-Kim MacLeod	-180.00
Check	06/27/2011	1767	Shell Fleet Plus	closing date 06/12/20100	-4,101.34
Check	06/27/2011	1768	Water Environment Federation	Membership Renewal-Greg Tatara	-105.00
Check	07/06/2011	1769	Kimberly MacLeod	Reimbursement for gift card - Jim Aulette	-54.95
Check	07/08/2011	1770	MHOG Utilities	4/2/10 - 6/30/11 CC fees	-11,213.19
Check	07/08/2011	1771	PAETEC	Acct # 2119355 - phone charges June 2011	-19.76

Grand Total -37,575.59

11:16 AM
07/12/11

#593 LAKE EDGEWOOD W/S FUND

Payment of Bills

June 16 through July 12, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	06/24/2011	1962	AT&T	517-552-0012 June 13 - July 12, 2011	-45.38
Check	06/24/2011	1963	Brighton Analytical L.L.C.	June 2011 invoices	-231.00
Check	06/24/2011	1964	COOPER'S TURF MANAGEMENT	Inv 8932 dated 5/31/2011	-222.60
Check	06/24/2011	1965	USA BLUE BOOK	Inv 420143 dated 6/13/2011	-165.10
Check	07/08/2011	1966	DTE Energy	Service from June 1 - July 1, 2011	-3,720.91
Grand Total					-4,384.99

11:08 AM
07/12/11

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills

June 16 through July 12, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	06/24/2011	2103	GRUNDY ACE OF HOWELL	Inv #'s 69719 & 69706	-135.90
Check	06/24/2011	2104	AT & T	517-552-1452 & 517-552-1449	-84.82
Check	06/24/2011	2105	BRIGHTON ANALYTICAL	June 2011 invoices	-402.00
Check	06/24/2011	2106	COOPERS TURF MANAGEMENT, LLC	Inv 8931 dated 5/31/2011	-530.00
Check	06/24/2011	2107	EAST JORDAN IRON WORKS	Inv 3382240 dated 6/9/2011	-2,567.12
Check	06/24/2011	2108	FONSON, INC.	Inv 9444 dated 5/31/2011	-1,823.06
Check	06/24/2011	2109	Northern Pump & Well	Inv 11-J55 dated 6/6/2011	-905.00
Check	06/27/2011	2110	AT & T	06/19/2011-07/18/2011	-127.23
Check	07/06/2011	2111	David Miller	Reimbursement for lunch - OP WWTP	-16.95
Check	07/08/2011	2112	CONSUMERS ENERGY	Billing from 5/28/2011 - 6/28/2011	-71.88
Check	07/08/2011	2113	DTE ENERGY	June 2 - July 1, 2011	-4,548.46
Check	07/08/2011	2114	Genoa Township G/O New User Fund	Capital Improvement Charges May - July 2011	-8,210.00
Check	07/08/2011	2115	PRESS & ARGUS	2010 OP Water quality report Ref 3001722	-495.00
Check	07/11/2011	2116	Biotech Agronomics, Inc.	Inv 676	-13,587.32
Grand Total					-33,504.74

GENOA CHARTER TOWNSHIP
Regular meeting
June 20, 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, Township Ordinance Enforcement Officer Adam VanTassell and one person in the audience.

A call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 06-06-11

3. Consideration of approval to install new fencing and gate at the Chilson Hills Cemetery at cost not to exceed \$3457.00.

4. Request for approval of rate adjustments for the Lake Edgewood Water and Pine Creek Water and Sewer districts.

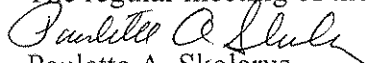
Approval of Regular Agenda:

Moved by Smith, supported by Wildman, to approve for action all items listed under the Regular Agenda. The motion carried unanimously.

5. Request for approval to award a bid on installing a VOIP phone system to replace the existing system.

Moved by Smith, supported by Ledford to award the bid for new phone system to Bullseye at a cost of \$23,664.80 as recommended by VanTassell. The motion carried unanimously.

The regular meeting of the Genoa Charter Township Board was adjourned at 6:31 p.m.


Paulette A. Skolarus
Genoa Township Clerk

(press/argus 06/24/2011)

GENOA TOWNSHIP - FUTURE DEV. PARKS & REC. FUND #270
 PROPOSED BUDGET AMENDMENT FOR 3/31/12

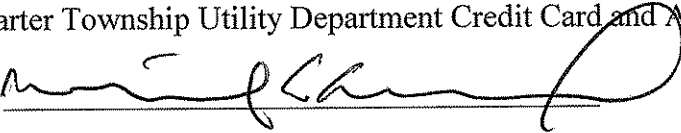
ACCOUNT#	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 3/31/2012	PROPOSED AMENDED BUDGET 3/31/2012	
REVENUES				
000-664-000	INTEREST INCOME	1,000	1,000	
000-699-000	OPERATING TRANS IN FROM GF	200,000	200,000	
000-699-001	MISC REVENUE	500	500	
	TOTAL REVENUES	201,500	201,500	
EXPENDITURES				
330-696-000	ATHLETIC FIELD - LIGHTING, PLAY GR EQ	150,000	200,000	INCREASE BY \$50,000
330-697-000	BIKE PATH ADDITIONS	250,000	250,000	
536-972-200	I-96 INTERCHANGE WALK	500,000	500,000	
330-695-000	MISCELLANEOUS	2,000	7,000	INCREASE BY \$5,000
	TOTAL EXPENDITURES	902,000	957,000	
	NET REVENUES/EXPENDITURES	(700,500)	(755,500)	
	BEGINNING FUND BALANCE	913,095	913,095	
	ENDING FUND BALANCE	212,595	157,595	

GENOA TOWNSHIP - ROAD/LAKE REIMBURSEMENT FUND #264
 PROPOSED BUDGET AMENDMENT FOR 3/31/12

ACCOUNT#	ACCOUNT DESCRIPTION	ORIGINAL BUDGET 3/31/2012	PROPOSED AMENDED BUDGET 3/31/2012	
REVENUES				
000-664-000	INTEREST INCOME	1,250	1,250	
453-672-000	ASSESSMENTS - CHEMUNG WEED	33,000	33,000	
460-672-100	ASSESSMENTS - PARDEE LAKE 2	19,000	19,000	
459-672-000	ASSESSMENTS - STATE STREET	0	0	
NEW	ASSESSMENTS - CROOKED LAKE WEED	20,000	20,000	
NEW	ASSESSMENTS - FENDT DRIVE	39,750	39,750	
000-699-000	OPERATING TRANS IN FROM GF	0	0	
	OTHER INCOME	0	0	
	TOTAL REVENUES	113,000	113,000	
EXPENDITURES				
453-801-000	LAKE CHEMUNG WEEDS	35,000	48,000	INCREASE \$13,000
451-695-000	MISC.	2,500	2,500	
460-801-000	PARDEE LAKE WEEDS	22,000	22,000	
463-802-000	CROOKED LAKE WEEDS	20,000	20,000	
999-999-000	TRANSFER OUT - GF	0	0	
	OTHER ROADS	2,000	2,000	
	OTHER LAKES	2,000	2,000	
	TOTAL EXPENDITURES	83,500	96,500	
	NET REVENUES/EXPENDITURES	29,500	16,500	
	BEGINNING FUND BALANCE	527,101	527,101	
	ENDING FUND BALANCE	556,601	543,601	



MEMO

TO: Honorable Members of the Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: July 13, 2011
RE: Genoa Charter Township Utility Department Credit Card and Account Policy
MANAGER REVIEW: 



For consideration at tonight's Board Meeting is the approval of Utility Department Credit Card and Account Policy. During the recently conducted township financial audit, it was discovered that this policy was lacking. Additionally, signing of the existing Genoa Township policy by Utility Department Employees did not make practical sense as utility personnel utilize fuel cards, store cards, and open accounts. The attached policy was approved by Ken Palka, and covers each area of purchasing ability by utility department staff. Following adoption by the Township Board, each employee will be presented with a copy of this policy and will attest to compliance with this policy.

Based on the above summary, please consider the following motion:

Moved by _____, supported by _____ to adopt the Genoa Charter Township Utility Department Credit Card and Account Policy effective July 19, 2011.

**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT
CREDIT CARD AND ACCOUNT POLICY**

I. PURPOSE AND SCOPE

The purpose of this policy is to provide Genoa Charter Township Utility Department employees with the guidelines for use of credit cards and accounts for the purpose of securing parts, supplies, equipment and fuel.

The policy is applicable to all regular full-time, part-time, and temporary employees.

II. POLICY

The Township Utility Department maintains a credit card, fleet cards, account cards, and accounts at local businesses to provide staff with an effective means to procure an adequate supply of materials to effectively carry out sewer and water operations and respond to emergency service. Additionally, many of the accounts established provide the ability to purchase supplies and materials tax free, thus reducing operational costs. This policy provides the guidelines for use of these purchasing options to avoid the potential for abuse, theft, or fraud. This policy provides specific guidelines for each type of account available to staff. The Utility Director is responsible for overseeing compliance with this policy. The Utilities Administrator is responsible for collecting receipts for any transactions that are associated with the use of these credit and account cards and validating the transactions against the invoices. Any discrepancies found shall be reported to the Utilities Director immediately.

Questions regarding credit card or account procedures and practices should be directed to the employee's supervisor or the Utility Department Administrators.

III. ENFORCEMENT

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of credit or account cards, suspension with or without pay, and/or termination of employment.

IV. FUEL CARDS

Each municipal vehicle shall have a fuel fleet card. These cards shall be restricted to purchase of fuel, oil, vehicle washes, or vehicle maintenance only. Upon purchasing fuel, employees shall initial the purchase and return the receipts monthly to the Township Human Resources Department. If fuel is purchased for equipment use not specific to vehicle, this specific usage shall be indicated on the receipt. Fuel shall only be purchased for specific township vehicles and equipment. Under no circumstance should the fleet cards be used for personal vehicle or equipment use.

V. PRE-PAID DEBIT CARDS

Supervisors shall be assigned a pre-paid debit card for use in transactions where townships accounts are not present. Examples of applicable uses for these cards include one-time purchases from vendors or suppliers where account establishment is not warranted, shipping of parts and supplies, and emergency purchases. Employees assigned a pre-paid debit card shall retain all receipts totaling the amount on the card. The employee shall indicate on each receipt the system and purpose for each purchase made on the card. Each pre-paid debit card has a maximum spending allowance of \$450. Once the card requires re-loading, the employee shall turn in all receipts for purchases. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

VI. BUILDING SUPPLY STORE

Supervisors and key lead operators shall be assigned a home supply store card for use in purchase of utility department supplies. The township currently utilizes Lowe's for these purchases. Employees assigned a home supply store card shall retain all receipts totaling the amount on the card. The employee shall indicate on each receipt the system and purpose for each purchase made on the card. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, the Utility Director shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card canceled.

VII. CREDIT CARD

The Utility Director shall be issued a card for use in purchase of utility department supplies where another account is not available. An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, the entity issuing the card shall be immediately notified and the card canceled. The utility director shall indicate on each receipt the system and purpose for each purchase made on the card. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, Human Resources shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card canceled.

VIII. OPEN ACCOUNT CREDIT CARDS

The Township Utility Department maintains revolving account credit cards with various local stores for purposes of purchasing departmental supplies and materials. Examples of such retail stores are, but not limited to, Staples, Wal-Mart and Gordon Food Services. These account cards are kept in a secure location at the Township office. Employees can borrow an account card with permission from the Utility Director or Administrators. Upon establishment of account, an employee roster is provided to the entity. Employees must provide proof of identity, such as a driver's license, upon purchase of supply or material so that the store can verify employment. Employees shall return the account credit card to the Township office after purchase is made.

An employee who borrows a credit card is responsible for its protection and custody. If a card is lost or stolen, the Utility Director shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card cancelled.

IX. OPEN VENDOR ACCOUNTS

The Township Utility Department has established various vendor accounts with local business. The Utility Director maintains a master list of such vendors. An employee who wishes to purchase material or supplies must gain verbal authorization from the employee's supervisor or the Utility Director prior to purchase being made. Upon establishment of account, an

employee roster is provided to the vendor. No credit card is needed to make purchase. Employee shall show proof of identity, however, to purchase any materials or supplies. Employees shall indicate on each receipt the system and purpose for each purchase made to the account and return the receipts to the Utilities Administrator. Transactions that do not appear to comply with this policy shall be reported to the Township Utilities Director and will be investigated immediately.

X. RETURN OF CARDS

Employees who use a township issued credit card or vendor account card in a manner contrary to this policy shall be subject to the following disciplinary actions, as deemed appropriate by the Utility Director:

- Verbal warning and counseling
- Written reprimand
- Suspension with or without pay
- Termination of employment
- Reimbursement to the Township for unauthorized expenditures

An employee issued a credit or account card shall return the card to the Township Utilities Director or Human Resources Department upon termination of his or her employment or service with the Township.

XI. EMPLOYEE SIGNATURE

I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Credit Card and Account Policy.

Employee Signature

Today's Date

MEMORANDUM

TO: Township Board

FROM: Michael Archinal *MA*

DATE: 7/15/11

RE: Board Reappointments

Please consider the following action:

Moved by _____, supported by _____, to reappointment Planning Commission members Tengel and Lowe and Zoning Board of Appeals member Grajek to three year terms.

**Genoa Township Officials
Amended: March 21, 2011**

PLANNING COMMISSION (3-year term)

	<u>Term</u>
Dean Tengel	06/30/11 —
Barbara Figurski	06/30/12
Diana Lowe	06/30/11 —
John McManus	06/30/13
Jim Mortensen	11/20/11
Doug Brown	06/30/12
Lauren Brookins	06/30/13

ZONING BOARD OF APPEALS (3-year term)

Barbara Figurski	06/30/12
Marianne McCreary	06/30/12
Jeff Dhaenens	06/30/13
Chris Grajek	06/30/11 —
Steve Wildman	11/20/11

BOARD OF REVIEW (2-year term)

Robert Lupi	12/31/11
Ron Matkin	12/31/11
John Kirsch	12/31/11
Carol Tengel	12/31/11
Barbara Figurski	12/31/11
Patricia Petrat	12/31/11

SELCRA

Jean Ledford	11/20/11
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SEMCOG

Jean Ledford	11/20/11
Paulette A. Skolarus	11/20/11

GENOA/OCEOLA SEWER AND WATER AUTHORITY

Robin Hunt	11/20/11
Gary McCririe	11/20/11

HOWELL PARKS AND RECREATION

Todd Smith	11/20/11
Gary McCririe (Alternate)	11/20/11

MHOG (Marion, Howell, Oceola and Genoa)

Robin Hunt	11/20/11
Gary McCririe	11/20/11

GREENWAYS

Paulette Skolarus 11/20/11

FOIA COORDINATOR

Michael Archinal 11/20/11

BRIGHTON FIRE AUTHORITY

Gary McCririe 11/20/11

Jim Mortensen 11/20/11

HURON RIVER- WATERSHED COUNCIL

Kelly VanMarter 11/20/11

Paul Edwards (alternate) 11/20/11

BROWNFIELD DEVELOPMENT

John Kirsch (1-year) 11/20/11

Jean Ledford (2-year) 11/20/11

Todd Smith (2-year) 11/20/11

James Mortensen (2-year) 11/20/11

Steve Wildman (2-year) 11/20/11

Paulette A. Skolarus (3-year) 11/20/12

Robin Lynn Hunt (3-year) 11/20/12

Gary McCririe (3-year) 11/20/12

ELECTION COMMISSION

Steve Wildman 11/20/11

Jean Ledford 11/20/11

CONSTRUCTION BOARD OF APPEALS

Mark Leonard (3 year) 12/31/14

James Barnwell (2 year) 12/31/13

Brian Donovan (2 year) 12/31/13

Piet Lindhout (1 year) 12/31/12

Scott Markwardt (1 year) 12/31/12

/

(After the expiration of the above listed terms, each member will then be re-appointed for 2 year terms. The motion carried unanimously.)

(Policy-officials-terms)

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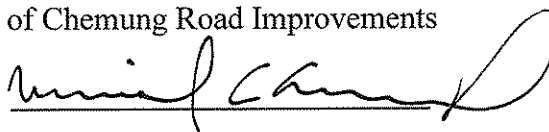
MEMO

TO: Honorable Members of the Genoa Charter Township Board

FROM: Tesha Humphriss, Engineer

DATE: July 14, 2011

RE: Red Oaks of Chemung Road Improvements

MANAGER REVIEW: 

.....

The existing roads in the Red Oaks subdivision are near failure; the existing asphalt surface has multiple pot holes, rutting, heaving, and alligator cracking. Improvements to these roads were designated as a project for the Township's capital improvement plan during the November 2009 joint meeting with the Township Board, Planning Commission, and Zoning Board of Appeals. In December 2009 I completed a cost estimate to reconstruct the roads, for a total project cost of approximately \$2,000,000. This was deemed financially unfeasible.

We have continued to explore more cost effective improvement options that will provide a minimum of a 10-year design life. As the roads are nearing complete failure this has been a difficult task. Therefore, we are pleased to report that we have identified an improvement that may be financially feasible.

Proposed Improvement:

The attached aerial shows the limits of the project. The current recommended improvement includes placing an additional 2-inches of aggregate base, pulverizing the existing pavement and base, and re-paving with 3-inches of asphalt. Some areas of the project where the roads are in decent shape will be improved with a 2 to 3-inch asphalt overlay. Some ditch work, undercutting, and driveway improvements will be necessary for a complete project.

Soil Boring Results:

To determine the feasibility of a crush, re-shape and pave project three soil borings were completed on June 20, 2011. The borings identified approximately 2-inches of asphalt with little trace of a compacted base below the asphalt. Current Township Engineering standards for a residential road surface require a minimum of 3-inches of asphalt with 6-inches of compacted base. The existing cross section may explain the current deterioration of the roads. The borings did identify the underlying material as a good mix of well consolidated sand and gravel making these roads a good candidate for crush, re-shape, and paving.

Conceptual Cost per Home:

It is anticipated that this project will be financed through a special assessment district via a resident initiated petition. The Township Board has established a policy whereby if a supermajority of support is obtained (66% of impacted residents) the Township has the option to contribute 25% or \$1,000/parcel, whichever is less.

I estimate there will be between 220 and 240 parcels included in an assessment district for this project. The conceptual opinion of probable construction cost is \$650,000 to \$850,000. Assuming the Township contributes 25% this equates to an assessment between approximately \$2,000 and \$3,000 per home. Typically the Township Board assesses these projects over a 2 to 4 year period with no interest. To make this financially feasible for the residents of Red Oaks it is recommended this project be extended for a 10 year payback period, making the annual cost per home \$200 - \$300.

Recommended Next Steps:

Attached is a proposal from Mannik & Smith dated June 2, 2011, to complete a site investigation and letter report (\$3,900). This detailed field review and analysis will determine the required pavement cross section, provide recommended improvements (areas for crush and re-shape versus an overlay, an evaluation of drainage improvements, and a recommendation for matching existing driveway grades) and provide a detailed cost estimate. The findings of the Mannik and Smith report can be utilized to firm up the cost per home estimates. In addition, this report can be used in a public hearing to answer residents questions regarding the cost impact to them and what will happen in front of their property.

It is anticipated that a meeting with the Road Commission and the Mannik and Smith report can be completed by mid August. Following this the Township could hold an informational meeting and residents could begin to circulate petitions.

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

Moved by _____, supported by _____ to approve the Mannik and Smith proposal dated June 2, 2011, for the Red Oaks of Chemung Roadway Improvement Feasibility Study for \$3,900.



7/14/2011

Red Oaks of Chemung Road Improvements Proposed Project Limits



June 2, 2011

Ms. Tesha L. Humphriss, PE
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Tesha, 6/6/11
Per our earlier conversation
please authorize the
pavement cores

Re: Request for Proposal – Roadway Improvement Feasibility Study
Red Oaks of Chemung – Genoa Township, Michigan

Dear Ms. Humphriss:

The Mannik & Smith Group, Inc. (MSG) is pleased to provide Genoa Township with a proposal for a roadway rehabilitation feasibility study for the above referenced site. Our proposal is based upon your request for a proposal, our subsequent conversations and our previous experience with this type of project. We hope the scope of service detailed below conveys the expertise of our team and our strong commitment to provide the quality consulting service you expect and deserve.

BACKGROUND

The Red Oaks of Chemung Subdivision is located on the north side of Lake Chemung, off of South Hughes Road. The subdivision consists of the following roadways:

- Red Oaks
- Cherokee Bend
- Monominee
- Cheyenne
- Chippewa
- Comanche
- Iroquois
- Maunee
- Aztec

The total length of roadway is approximately 15,600 ft (2.95 miles). The existing roadway widths vary from 20 ft to 22 ft. All of the roads in the subdivision consist of an asphalt surface of unknown thickness on a presumed aggregate base of unknown thickness. The subbase material is unknown but may be existing subgrade (native soils) or an engineered sand subbase. Most of the roadways have shallow ditches on each side to accommodate roadway runoff.

The existing asphalt surface has large expanses of heavy alligator cracking, potholes, rutting and heaving. This has left the surface very broken and uneven, which has resulted in poor ride quality, inadequate cross drainage and an unpleasant appearance.

The Township desires to rehabilitate the roadways to provide a new smooth-riding well-drained roadway surface, however, funding is limited for the roadway rehabilitation effort. Therefore, the Township is exploring cost-effective methods to improve the road surface and provide at least a 10-year design life. Based on a conceptual construction cost estimate provided by Barrett Paving Materials (dated 4/19/11), one cost-effective rehab method being considered is a crush-and-reshape of the existing asphalt surface with a 3-inch asphalt overlay. This method is being considered for all the roadways except Red Oaks Street, which does not have the same levels of distress that the remainder of the roadways are exhibiting. A likely method for Red Oaks Street is a selective patch and overlay and may include placement of a fiberglass-reinforced overlay mat on part or all of the roadway.

SCOPE OF SERVICES

Our proposed scope of services will consist of the following activities:

1. Pavement Cores – We will perform pavement cores at three (3) select locations within the project limits to determine the existing pavement cross section including verification of the existing asphalt thickness, the presence of any aggregate base material and its associated thickness and the identification of the existing base material. Borings will be approximately 6-inches in diameter to a depth of 3 feet below the surface. We will note the presence of any ground water observed in these borings. Borings will be conducted with our pavement coring machine through the asphalt, and then the remainder of the boring depth will be completed using hand auger methods. The core holes will be filled and topped with asphalt patch before leaving the site. Due to the nature of the area and low traffic volumes, we do not propose the use of any traffic control measures to conduct these borings.
2. Site Investigation – We will conduct a field investigation of the noted streets to verify pavement widths, shoulder conditions, ditches and drainage courses, and driveways. During the field investigation, we will note general pavement condition, major areas of distress and other items of importance such as manhole locations, utilities, access issues, etc. The field investigation will include a photo log of the roadways to be included in the final report.
3. Analysis – We will provide a professional analysis of collected field data, including an analysis of the existing subgrade materials to determine the in-place strength and stability of the existing subgrade soils based on the Dynamic Cone Penetrometer (DCP) method and evaluation of the existing pavements to assign a current rating using the PASER rating system.
4. Report – As the project deliverable, we will provide a formal letter report to Genoa Township outlining the feasibility of the proposed pavement improvement methods outlined in the Background section above. The report will include an explanation of our findings from our field investigations including logs of the three borings, a photo log of the existing roadways, results of the subgrade soil analysis and listings of the recommended PASER ratings of the existing roadways.

The report will include a section with recommendations for the proposed road improvement, primarily an evaluation of the feasibility of the crush and reshape repair to the roadways. We will provide a brief description of other alternative rehab methods to provide the desired pavement design life. We will provide a recommended pavement section using AASHTO pavement design methods.

We will also provide a detailed cost estimate for the overall project for the crush and shape method (and the fiber mat and overlay for Red Oaks), including cost breakdowns for each roadway segment. We anticipate that the Township officials will be able to use these estimates for planning purposes, communication with the residents, and for funding evaluations.

We will also include sample cross-sections outlining the proposed pavement repair methods to provide a graphical depiction of the recommended pavement rehabilitations.

Once the report is submitted, we will be prepared to meet with Township officials to discuss our findings and recommendations contained in the report, so that we can expand on the information contained in the report, answer any questions, and strategize for the necessary steps to take the project to the next level (i.e. construction documents)

FEE PROPOSAL

We anticipate our services for pavement coring and analysis will be provided within an approximately one-week timeframe. We anticipate that our services for the site investigation and feasibility letter report will be completed within an approximately two-week timeframe from authorization to proceed. The Mannik & Smith Group, Inc., (MSG) proposes fees to perform the specified scope of work according to the following table:

Work Element	Cost
Pavement Cores & Analysis (Items 1 & 3)	\$900
Site Investigation & Letter Report (Items 2 & 4)	\$3,900
TOTAL	\$4,800

We will proceed with the pavement cores and analysis upon your authorization. Once the pavement cores and analysis are complete we will provide the boring logs, subgrade analysis and a brief letter report of findings to Genoa Township for review. If the results of the pavement cores and analysis are favorable for the feasibility of the crush and re-shape strategy, we will proceed with the site investigation and letter report (upon authorization from Genoa Township to proceed with those services). If the results of the cores and analysis are not favorable, we will be completed with our services for this phase of the project.

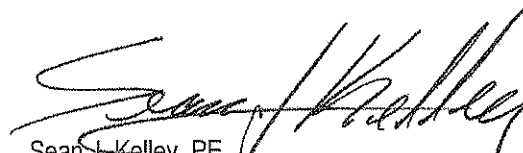
For the purposes of fiscal control, MSG guarantees that our costs for the above services will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amount should significant variation be requested. Our lump sum fee estimate includes all direct labor, non-labor, overhead expenses and profit.

The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at your earliest convenience at (734) 790-3100.

Should this proposal be acceptable, please sign the attached agreement of services sheet and return to our office. Alternatively, a purchase order referencing this proposal, OP110699, is suitable authorization for MSG to proceed. Our receipt of this signed proposal will constitute a contract between Genoa Township and MSG. We appreciate the opportunity to provide you with this proposal and we look forward to serving Genoa Township.

Respectfully submitted,


Scott J. Emmons, PE
Senior Roadway Engineer


Sean J. Kelley, PE
Senior Vice President

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

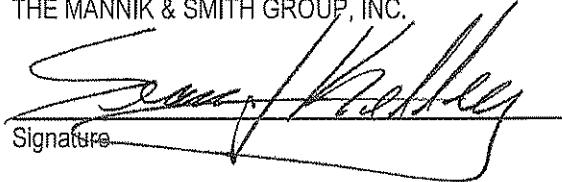
Proposal Date: June 2, 2011

Proposal Number: OP110699

CLIENT NAME

THE MANNIK & SMITH GROUP, INC.


Signature


Signature

Michael C. Archibald
Name Printed

Sean J. Kelley, PE
Name Printed

Manager
Title

Vice President
Title

6/13/11
Date

June 2, 2011
Date

The Mannik & Smith Group, Inc.
Standard Terms & Conditions

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in the MSG proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service MSG shall perform the services for the Project in a timely manner consistent with sound professional practice. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay beyond MSG control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Payment Definitions The following definitions shall apply to methods of payment:

Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for damages to underground improvements resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Estimates or Opinions MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall

nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, MSG shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify MSG from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of MSG.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Indemnification MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold MSG harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- | | |
|--------------------------------|--|
| - Worker's Compensation | As required by applicable state statute |
| - Commercial General Liability | \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate |
| - Automobile Liability | \$2,000,000 combined single limit for bodily injury and property damage |
| - Professional Liability | \$2,000,000 each claim and in the aggregate |

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Lien Rights MSG may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or MSG may terminate services on the Project upon seven (7) calendar days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2011

MEMORANDUM

TO: Township Board

FROM: Michael Archinal *MA*

DATE: 7/15/11

RE: Township Park Signage

The athletic field lights are operational and will draw significant attention to our property. The new playground is up and running and highly successful. We have had several people see the equipment from the free-way and try to locate us. We do not have any identification on I-96. The route to find us is circuitous. Most people have some access to GPS either in their cars or phones. For these reasons the Board may wish to consider the installation of a sign along our I-96 frontage.

You may recall that a landmark sign was part of the concept for marketing the naming rights for the Township park. A copy of that concept is attached. A rough cost estimate for this concept was \$30,000. Cars moving along the free-way have approximately a six second window to view whatever signage we install. For this reason the sign needs to be fairly large. The sign should also be of high quality materials to match the high architectural standards you have established on site.

In addition to the large number of positive comments we are receiving from our residents I think it is wonderful that people are seeking us out from outside the community. Hopefully they stop for lunch at one of our local businesses or think that Genoa might be a nice place to live. This is exactly what was contemplated when we pursued the branding of our community. I believe a distinguishing sign will go a long way in this regard.

On Monday evening I am seeking your direction in the following areas:

- Do you want to pursue this project?
- Should the sign be revised to remove the space for a corporate logo?
- Do you want the sign to have changeable electronic copy?
- Do you feel it is important to name the park first?
- Do you feel it is important for the sign to include some type of renewable presence such as solar panels?

This item is on the agenda for discussion only. No action is necessary. I look forward to hearing your thoughts regarding this concept.



CORPORATE
LOGO

CORPORATE
LOGO

CORPORATE
LOGO

GENOA **g** township

CORPORATE
LOGO

CORPORATE
LOGO

CORPORATE
LOGO

gENOA  township





RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRPERSON

STEVEN H. HILFINGER
DIRECTOR

**LACK OF PROGRESS
NOTICE OF DEFICIENCY**
July 5, 2011

Carlin Edwards Brown PLLC
c/o John B. Carlin, Jr.
2855 Coolidge Highway, Suite 203
Troy, MI 48084

REQUEST ID# 610065

Dear Applicant/Licensee:

This is with reference to your request from Lake & Park, LLC to transfer ownership 2010 Resort Class C and SDM licensed business with Sunday Sales Permit (PM), Official Permit (Food) and entertainment permit, issued under MCL 436.1531(2), minimum seating: 100, located at 3838 E Grand River, Howell, MI 48843, Genoa Township, Livingston County, from USG, LLC; transfer location (governmental unit) to 411-413 E Lake, Petoskey, MI 49770, Emmet County and requests new outdoor service area and new Sunday Sales (AM) Permit.

Please be advised that this request was released for investigation. Subsequent attempts were made by the Michigan Liquor Control Commission Enforcement Division to complete your investigation.

Rule 436.1103(2) of the Liquor Control Act and Rules states "An applicant for a license shall provide to the Commission, or representatives of the Commission, all information necessary for investigation and processing of the application."

Inasmuch as the investigation was unable to be completed, your file has been returned to our office for further disposition. Please check one of the following boxes below advising us of your intentions for this request.

- I have the information requested by my investigator ready for presentation. Please return my file to the enforcement division for completion of my application.
- Please cancel my application; I no longer wish to pursue this request.
- I am not ready to proceed with my application at this time. Please keep my file open and I will notify your office when I am ready to proceed.

Please return a copy of this form indicating your response to our office so that further action may be taken on your application. We ask you to notify this office, within (10) ten business days, regarding your intentions in this matter. Failure to respond in the designated time may result in your application being cancelled pursuant to R 436.1103 (2).

*****WARNING*****

If the Commission Investigator returns your file to the Lansing Office for "Lack of Progress" on three occasions, your request will be CANCELLED without exception.

Very truly yours,

MICHIGAN LIQUOR CONTROL COMMISSION
Licensing Division

dl
cc: USG, LLC
Genoa Charter Township Board



STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
STEVEN H. HILFINGER, DIRECTOR

RICK SNYDER
GOVERNOR

NIDA R. SAMONA
CHAIRPERSON

NOTICE: IMPENDING INVESTIGATION
(Authorized by MCL 436.7a)

APRIL 25, 2011

REAUTHORIZED 7/12/11 EEN

CARLIN EDWARDS BROWN PLLC
c/o JOHN B. CARLIN, JR.
2855 COOLIDGE HWY, SUITE 203
TROY, MI 48084

Request ID # 611065

Reference: Lake & Park, LLC requests transfer ownership 2010 Resort Class C and SDM licensed business with Sunday sales (PM) permit, official permit (food) and entertainment permit, issued under MCL 436.1531(2), minimum seating: 100, located at 3838 E. Grand River, Howell, MI 48843, Genoa Township, Livingston County, from USG, LLC; transfer location (governmental unit) to 411-413 E. Lake, Petoskey, MI 49770, Emmet County and requests new outdoor service area and new Sunday sales (AM) permit.

Your request has been placed under investigation. Investigations are conducted by an Investigator from the Michigan Liquor Control Commission, the local law enforcement agency, and in some instances, the local legislative body.

You will be contacted by a Commission Investigator from the Escanaba District Office, telephone number: (906) 786-5553.

If you do not provide requested information to the Commission's Investigator or keep your appointments, your file will be returned to the Lansing Office which will delay the processing of your application. This process is referred to as "Lack of Progress."

After the Commission's Investigator has contacted you, it is your responsibility to contact the policing agency which has jurisdiction at the business location, for their portion of the investigation.

You may check the status of your application via the Commission's website at <http://www2.dleg.state.mi.us/regstatus>. To access this feature, please have the Request ID number listed at the top of this notice available.

If you are to be fingerprinted, a \$30.00 fee must be paid to the police agency for each person printed. Fingerprint fees must be paid by check or money order and made out to the State of Michigan.

When your file is complete, it will be presented to the Commission for consideration. You will be notified in writing of the Commission's decision. Any outstanding fees and closing papers will be requested only after the Commission has approved your request.

*****WARNING*****

Do not invest any money in improvements or bind yourself in any agreements until you have been officially notified by the Michigan Liquor Control Commission that your request has been approved.

You must be ready to complete the application process. You are also being forewarned that if the Commission investigator returns your file to the Lansing Office for "Lack of Progress" on three occasions, we will discontinue the processing of your application and your request will be **CANCELLED** without exception. If your request has been cancelled due to "Lack of Progress" and you wish to continue, a new application with appropriate fees must be submitted to the Commission. Completed fingerprint cards received from the policing agency will be retained for a period of one year.

cc: USG, LLC
Genoa Charter Township Board

LARA is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

To Board 7/18/11



Michigan Department of Licensing and Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

LOCAL GOVERNMENT 15-DAY NOTICE
[Authorized by R

JUNE 24, 2011

*Board
correspondence*

SHIP

GENOA CHARTER TOWNSHIP BOARD
ATTN: CLERK
2911 DORR ROAD
BRIGHTON, MI 48116-9436

REQUEST ID # 616990

The Michigan Liquor Control Commission has re
EAST, LIMITED PARTNERSHIP, AKA WAL-MART STOR
REQUESTS TO TRANSFER OWNERSHIP OF ESCROW
INC. AND TRANSFER LOCATION FROM 1462 S. HUGHES, HOWELL, MI 48843, GENOA TOWNSHIP, LIVINGSTON COUNTY,
LIVINGSTON COUNTY, TO 3850 E. GRAND RIVER, HOWELL, MI 48843, GENOA TOWNSHIP, LIVINGSTON COUNTY,
TO BE HELD IN CONJUNCTION WITH EXISTING 2011 SDM LICENSE.

STORES
ERSHIP),
PARTY STORE,
/NSHIP,

Home address and telephone number:

CONTACT: SANDRA M. COTTER, (DYKEMA GOSSETT PLLC), CAPITOL VIEW, 201 TOWNSEND STREET, SUITE
900, LANSING, MI 48933, PHONE: (517) 374-9100, FAX: (517) 374-9191

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off
the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor,
other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law
enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Code, Rules
and Related Laws for off-premise licenses, the local governing body, or its designee, may notify the
Commission at the above address within 15 days of receipt of this letter if the applicant location will
not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation
and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the applicable laws and
ordinances. A copy of the law and/or ordinance may be submitted with the notification.

If you have any questions, please contact Unit 3 of the Retail Licensing Division at (517) 636-0204.

rlb

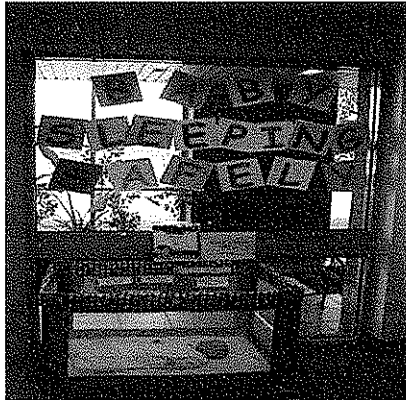


2010 Annual Report

Livingston County

Department of

Public Health



From the Director



To the residents of Livingston County:

On behalf of the Board of Commissioners and the staff of our Department, I present the 2010 Annual Report for the Livingston County Department of Public Health (LCDPH). The report will provide details of the major activities we have accomplished over the past year. It will also provide our revenue and expense summary. Federal and State funds account for a majority of our revenue followed by fees and licenses. Agency support accounts for only 4% of our expenses. We continue to direct our decreasing resources to client services while minimizing our administrative costs.

Effective public health is one of the characteristics of an industrialized society. Many of the major improvements in the health status of our country have been realized because of public health measures. These include programs to assure that our water and food are safe to consume, immunizations to prevent illness, and surveillance to monitor and control the spread of disease. Public health needs to be considered as an investment for the wellbeing of the community. Without the investment in those basic services the overall health of the community will begin to decline.

I am extremely proud to be associated with such a dedicated public health staff and their commitment to provide the highest quality service to our residents. I encourage you to review the report and contact me if you have questions or comments.

Sincerely,

Ted Westmeier

Ted Westmeier, RS, MPH
Director/Health Officer

* * * * *

Mission

Livingston County Department of Public Health will protect, preserve, and promote the health and safety of the people of Livingston County.

Vision

Livingston County will be a safe and healthy community where all people realize their fullest health potential and live enriched and productive lives.

HIGHLIGHTS

SMOKE FREE IN 2010

On May 1, 2010, new legislation prohibited smoking in restaurants, bars, and businesses in Michigan. In Livingston County, nine tobacco complaints were received in 2010. The complaints included: six licensed food service establishments/bars and four manufacturing facilities.

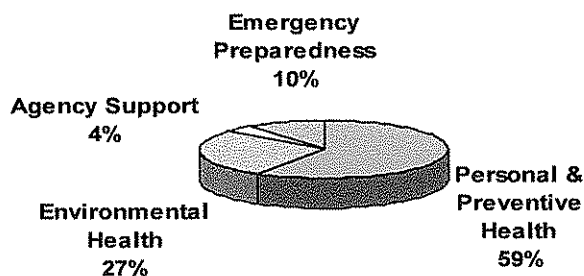
The investigations and enforcement activities resulted in 100% voluntary compliance. Business owners and patrons are following the requirements of the law, and as a result Michigan workers are protected from the harmful effects of secondhand smoke exposure.

PUBLIC HEALTH MASS VACCINATION DRIVE-THRU CLINIC

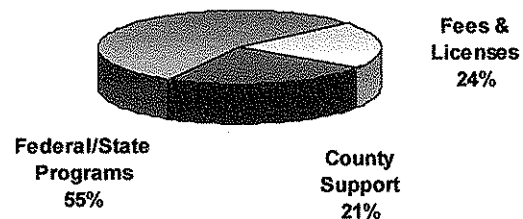
In November 2010, LCDPH implemented a Mass Vaccination Drive-Thru Clinic for Livingston County Employees and First Responders (Police and Fire). This emergency response exercise was designed to provide the flu vaccine to County employees and first responders in a drive through setting. The goal of this exercise was to test our ability to respond to a community need on a smaller scale. The clinic ran for a 4 hour block in the late afternoon at the Livingston County Road Commission Building and was staffed by eleven LCDPH employees and ten Public Health Volunteer Response Team (PH Volunteer Response Team) nurses. Nurses and support staff were provided Just-in-Time training prior to the start of the clinic. Nurses administered the flu vaccine while participants remained in their vehicles. A total of 152 participants received the flu vaccine during the clinic. This emergency response exercise was successful and helped us to evaluate how we would manage a mass vaccination drive through clinic scenario on a larger scale. With the help of dedicated participants, staff and volunteers, we were able to successfully validate that the concept of medication delivery in a drive through setting will work in a public health emergency situation.

REVENUE AND EXPENSES

Expenses by Division, 2010



Revenue by Source, 2010



Public Health Emergency Preparedness

LCDPH continues to plan and prepare to be ready to respond and protect our community in a public health emergency. LCDPH currently has a Public Health Volunteer Response Team (PH Volunteer Response Team) that is comprised of approximately 270 registered nurses and a few pharmacists. LCDPH, along with the PH Volunteer Response Team, continues to partner with our local community in response and preparedness efforts.

Private and Public PH Volunteer Response Team Website

As part of our preparedness efforts, LCDPH created a public and private website for our PH Volunteer Response Team program. The websites were introduced in 2010 and were designed to be a resource tool for our community and our volunteers in emergency response training.

The public PH Volunteer Response Team website is accessed via our home page at www.lchd.org. This website provides general information about our volunteer program, instructions on how to join the team and contact information. Volunteer applications can be accessed via the public PH Volunteer Response Team website.

The private PH Volunteer Response Team website can be accessed via the home page or at www.lchd.org/phvrt. However, the private website is a secure website that is only available to active PH Volunteer Response Team members. This website provides details about past and future training events, required volunteer forms, and links to online training and resources in emergency response. PH Volunteer Response Team members can access the website to download emergency response training handouts and presentations and partake in online training programs. The private PH Volunteer Response Team website is equipped with a private calendar which allows members to access their personal account and register for training events on their own. The website is designed to be a communication tool between current emergency response efforts and our volunteer team. The ultimate goal of the website is for our volunteers to have a resource that they can access 24 hours/7 days a week and find up-to-date information about our program and potential public health emergencies.

Environmental Health Services

AIR QUALITY

LCDPH provides resource information and consultation on various sources of air pollutants, such as: radon, mold, lead, asbestos, mercury, carbon monoxide, environmental tobacco smoke, and volatile organic compounds (VOC's).

COMMUNITY HEALTH AND SAFETY

LCDPH provides environmental health inspections for public swimming pools, public bathing beaches, child and foster care facilities, and public campgrounds. LCDPH is an emergency resource to local EMS in potential contamination events that could impact the public's health.

Inspections:

- 9 public campgrounds
- 2 temporary campgrounds
- 8 children's campgrounds
- 79 adult foster care and child care facility inspections
- 64 public pools & spas
- 14 public beaches

FOOD PROTECTION

LCDPH evaluates food service establishments to ensure proper food handling and review standard operations in an effort to eliminate potential food-borne illness. LCDPH trains and certifies food service employees and managers. Local restaurant evaluation results are available online at www.lchd.org.

Program activities:

- 412 fixed food service establishments
- 22 plan reviews
- 7 food vending evaluations
- 115 food-borne illness investigations
- 784 routine food service evaluations
- 106 temporary food evaluations
- 3 transitory food units
- 33 special transitory food units
- 76 people trained in Serv-Safe classes

Environmental Health Services

WASTE MANAGEMENT

LCDPH evaluates conditions for suitability of onsite sewage disposal, evaluates system construction, and reviews or investigates complaints of improper operation and maintenance of onsite sewage disposal facilities. LCDPH acts as the local permitting agency for all residential and small commercial onsite sewage treatment systems.

Program activities:

- 189 site evaluations
- 11 licensed waste hauler truck inspections
- 199 septic system permits
- 615 construction inspections
- 28 complaint investigations
- 1 septage receiving station inspected

WATER QUALITY

LCDPH acts as the local permitting agency for all residential and small public water supply systems and maintains active involvement in mapping and monitoring sites of environmental concern within the county.

Program activities:

- 315 permits
- 168 construction inspections
- 266 private wells sampled adjacent to contamination sites
- 398 non-community supplies, with 114 inspections

Personal and Preventive Health Services

CHILDREN'S SPECIAL HEALTH CARE SERVICES

This program provides a broad range of care coordination services including referrals for diagnostics, completion of applications for new or renewed enrollment, determination of financial eligibility, assistance with billing and transportation issues for families of children with special needs. These services were provided to 472 families.

COMMUNICABLE DISEASE CONTROL

Communicable Disease Control includes surveillance, epidemiological investigation, and prevention and control of communicable diseases. Newly emerging and reemerging infectious diseases may be a threat to public health and therefore must be monitored. The identification and timely reporting of disease and infection by hospitals, health care providers, and schools to the Health Department comprise the first steps in the disease control process. Prompt investigation of infectious diseases by our staff assists in identification of the source of the infection and reduces the potential spread of the disease.

Program activities:

- Investigation of 410 reportable communicable diseases.
- Follow-up on 304 animal bites with potential rabies exposure. Of the animals submitted from Livingston County and tested at the MDCH, one bat was positive.
- Testing for HIV/AIDS which focuses on prevention and education. We provided 69 individuals with these services, and participated in National HIV Test Day.
- Follow-up on 291 individuals with a Sexually Transmitted Infection (STI). We provided education and referral for evaluation and treatment.
- TB Prevention and Control: Screening for TB is recommended for individuals who are considered to have an increased risk of TB infection, as compared to the general population. 623 TB skin tests were administered and follow-up care was provided to those determined to have latent TB infection.

HEARING AND VISION SCREENING PROGRAM

School hearing screenings were provided to 7,810 children in preschools, kindergarten, grades 2 and 4 and to students in special education. School vision screenings were provided to 8,532 children in preschools, grades 1, 3, 5, and 7 and children in special education. Early childhood and driver's education students were also screened as requested. Other children referred to the program by a parent, teacher, or school nurse due to a suspected hearing or vision problem were also screened.

Personal and Preventive Health Services

IMMUNIZATION PROGRAM

This program includes clinic activities and support and outreach to county schools and private vaccine providers to protect the public's health from vaccine preventable diseases.

Program activities:

- Administered 947 doses of seasonal influenza vaccine, 1,322 doses of H1N1 vaccine, and 3,640 doses of other vaccine for a total of 5,909 doses of vaccine.
- Assessed the immunization status of 6,888 Kindergarten through 12th grade student records and 2,508 preschool records.
- Presented nine Nurse Educator training modules to physicians' office staff.
- Conducted 14 site visits to Vaccines for Children (VFC) provider offices.

NURSES WELCOME NEWBORNS PROGRAM

The Nurses Welcome Newborns (NWN) Program offers a home visit from a Public Health Nurse to all parents of newborns in Livingston County. The nurse provides information about infant nutrition, growth and development, safety, community resources and referrals to other agencies as indicated. The NWN program served 63 families.

WOMEN, INFANTS AND CHILDREN (WIC)

WIC provides supplemental food, health status assessment and nutritional education for pregnant and breastfeeding moms and children up to age 5. In fiscal year 2010, WIC participants spent \$1,136,383.06 in Livingston County for WIC approved foods.

The average monthly participation in WIC was 2,187 individuals. 120 participants of the WIC program received Project Fresh coupons to use at farmers' markets to purchase Michigan grown produce.

332 children in WIC received blood lead screening tests. Parents received specific information on how to reduce the lead hazards in their homes. We offer case management, education, referral, and support for families who have children with lead poisoning due to exposure to lead.

Executive Management Staff

Ted Westmeier, Health Officer/Director, Elaine Brown, Personal/Preventive Health Services Director, Dianne McCormick, Environmental Health Director, Donald Lawrenchuk, M.D., Medical Director

Livingston County Department of Public Health
2300 East Grand River Avenue, Suite 102, Howell, MI 48843
517-546-9850 Fax: 517-546-6995
www.lchd.org

Board Correspondence

George E. Buck
894 Del-Sher Dr.
Brighton, Mich. 48114

6/28/11

Mr. Robert R. Murray
Genoa Township Supervisor
Brighton, Mich. 48116

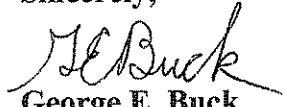
Dear Mr. Murray:

I noted a recent Detroit News article that Genoa Township will end its contract with Waste Management on Aug. 1, 2011 and enter into a new contract with Duncan Disposal. As a concerned taxpayer I have several questions concerning this change.

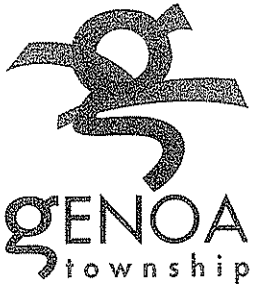
- 1 What prompted the change ?
- 2 How many competitive bids were received ?
- 3 I would like a list of all bidders, and the dollar amounts involved.
- 4 The cost to me under the Duncan Service.
- 5 Will I benefit from this change ?

I truly hope you will provide me with the information requested, and that it will boost my confidence in the Genoa Township governing body.

Sincerely,


George E. Buck

CC. Editor- Livingston Press & Argus
LIVINGSTON COUNTY
GEB



2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

June 29, 2011

George E. Buck
894 Del-Sher Dr.
Brighton, MI 48114

Re: Refuse Contract

Mr. Buck,

This correspondence is in response to your letter to Robert Murray dated 6/28/11. Mr. Murray has been retired since 2000. Our current Supervisor is Gary McCririe. I am answering your inquiry on his behalf.

The curbside service provided by Waste Management has been, for the most part, very good. We had some serious issues related to their customer service call center that they were unable to solve. On one occasion I was personally on hold for 19 minutes which is unacceptable. The primary reason for the change was cost. Enclosed you will find several analyses comparing Waste Management and Duncan Disposal. You will note on the spreadsheet titled "With Recycling" that Duncan Disposal was almost \$300,000 cheaper than Waste Management over the five year term of the contract.

Another major motivation for change is included in the Waste Management contract and is related to fuel surcharges. WM demanded that this be added when fuel spiked around 2008. For every \$.04 above \$4.25 our monthly per unit cost goes up \$.01. With 6860 residential units this became a major concern recently as gas and diesel prices surged. Duncan did not request such a charge and their contract does not include one.

The new contract with Duncan includes weekly recycling. Currently if you recycle the pick-up is only bi-weekly and you have to pay \$3.00 per month. By switching to Duncan those residents that wish to recycle will get much better service at no additional charge over the \$110.00 charge that is included in the winter tax bill.

The new contract with Duncan also provides optional monthly curb side yard waste collection. The program is available April through November. The cost is \$10.00 per month for up to 10 bags and \$1.00 per bag over 10. Yard waste drop off events will still be provided, free of charge, at the Township Hall. There are two drop off dates in the spring and two in the fall. Also the cost of large item stickers is reduced from \$6.00 to \$5.00 for the first sticker each year and \$10.00 instead of \$12.00 for additional stickers.

Competitive bids are not required for Michigan Townships nor were any sought as part of this process. A Request for Proposal was prepared in May of 2008 (copy enclosed) for refuse collection. At that time the Board decided to extend the Waste Management contract. When Duncan Disposal

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

MANAGER

Michael C. Archinal

made their proposal the cost savings and service enhancements were clearly significant. Residents in surrounding communities pay significantly more. The lowest annual fee I found for refuse only (no recycling) was \$180.00 per year. Because the Duncan proposal represents a significant savings, includes service enhancements and is market competitive and because we received outstanding recommendations from the communities Duncan serves we did not solicit competitive bids. I am therefore unable to provide you a list of bidders other than the analyses between Duncan and Waste Management already referenced and enclosed.

The cost to you as a customer will be \$110.00 per year charged on your Winter tax bill. You may decide to rent a curb cart directly from Duncan for \$3.00 per month but this is not required. You may subscribe for yard waste collection as already described. Large item stickers will be available at the Township Hall for \$5.00 for the first and \$10.00 for the second, third etc. For refrigerators or freezers you can purchase a \$50.00 Freon removal sticker. Other than curb-side yard waste which is a new program all charges are equal to or less than what you would have paid under the Waste Management contract.

For the reasons described herein I believe you will benefit from this change especially if you wish to recycle. Enclosed you will find the following:

- New Refuse Contractor Announcement from our website.
- Spreadsheet and chart analyses of the Waste Management and Duncan Disposal proposals
- My Township Board cover report from 4/15/11
- Copies of minutes from the April 18, 2011 and May 2, 2011 Board meetings where the refuse contract was discussed and approved.
- The existing Waste Management contract and the Duncan Disposal contract that will become effective August 1, 2011
- A May 29, 2008 Request for Proposal for refuse collection with associated cover report.

Refuse collection is the township service that touches our 19,821 residents most directly. The decision to change was not taken lightly. I am confident that changing to Duncan Disposal is in the best interests of our community. I trust this information properly addresses your concerns. Should you have any questions please feel free to contact me.

Best regards,

Michael Archinal
Township Manager

Cc: Township Board w/enc.

New Refuse Contractor Announcement

On August 1, 2011 Genoa Charter Township will end its relationship with Waste Management and enter into a new contract with Duncan Disposal.

Duncan Disposal is a family owned company based in South Lyon with a reputation for excellent customer service. Their number is 248-437-8600 and their website is at <http://www.duncandisposalsystems.com>.

In addition to weekly refuse collection, customers will have an opportunity to take advantage of some new programs all covered by the annual \$110 fee included in your winter tax bill as noted below:

Weekly recycling will be provided to all residential customers at no extra charge.

- An 18 gallon recycle bin will be delivered to every residence
- Recycling placed in the bin will be picked up along with your trash every week.
- Recycling customers will no longer pay a subscription fee for recycling and will realize a significant savings.

Residents will be able to sign up with Duncan for an optional monthly curbside yard waste collection.

- The cost is \$10 per month (April through November) and covers the cost for up to 10 bags or bundles of brush.
- Additional yard waste bags and bundles will be collected for \$1 per bag over 10 bags.
- The yard waste program is conducted April through November each year.
- Duncan will individually bill the homeowner if they choose to subscribe to this service.

Yard waste drop off events will continue to be provided, free of charge, at the Township Hall. There will be two spring events and two fall events.

Large item stickers will still be available for purchase at the Township Hall.

- Fees will be reduced to \$5 for the first sticker per year and \$10 for each sticker thereafter.
- Stickers for the removal of appliances containing Freon will be available for the current cost of \$50.

Rental of 95 gallon Duncan Disposal curb carts will be available:

- The current monthly subscription fee of \$3 per month will remain the same.
- All cart deliveries are scheduled before August 1st if ordered by July 15th.
- Please begin using only the Duncan cart after August 1st.
- Carts owned by the previous hauler will not be emptied after July 31, 2011.
- Duncan will individually bill the homeowners who subscribe to their cart service.

Questions regarding refunds on refuse carts or recycling bins should be directed to Waste Management at 1 800 796 9696.

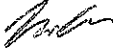
Refuse and recycling collection days will be subject to change. In early July you will receive a mailed notice regarding your collection day for collections after July 31st. The township web site will be updated with a map showing the new pick-up routes starting August 1st.

Waste Management Company has continued to be very professional and helpful throughout this process and we expect no delays in service during this period of change. This is greatly appreciated.

Genoa Charter Township and Duncan Disposal are committed to making this transition as seamless as possible and look forward to providing a waste collection program that emphasizes (1) an increased environmental awareness through providing weekly recycling for all residences and (2) a convenient alternative to yard waste disposal for those wishing to participate in the monthly curbside yard waste program.

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/15/11

RE: Refuse Contract

Please find attached further analysis of our refuse collection budget. As discussed at our last meeting we have received a proposal from Duncan Disposal for Township wide service. For service both with and without recycling Duncan is significantly less than Waste Management. Also, significantly, our current contract with WM includes a fuel surcharge when diesel exceeds \$4.25 per gallon. For every \$.04 above \$4.25 our monthly per unit cost goes up \$.01. The Duncan proposal does not include a fuel surcharge. References for Duncan have been outstanding.

Under our current contract residents have to pay a monthly subscription fee of \$3 if they wish to recycle or \$146 per year (\$110 refuse + \$36 recycling). We estimate that approximately 30% of our residents participate. By introducing Township wide recycling these residents would only pay \$110. Currently recycling is only picked up every other week. The proposal would provide for weekly pick-up. The impact on the General Fund subsidy would be an increase of approximately \$20,000. The Administrative Committee recommends that we enter into contract negotiations with Duncan Disposal to provide Township wide refuse collection and recycling.

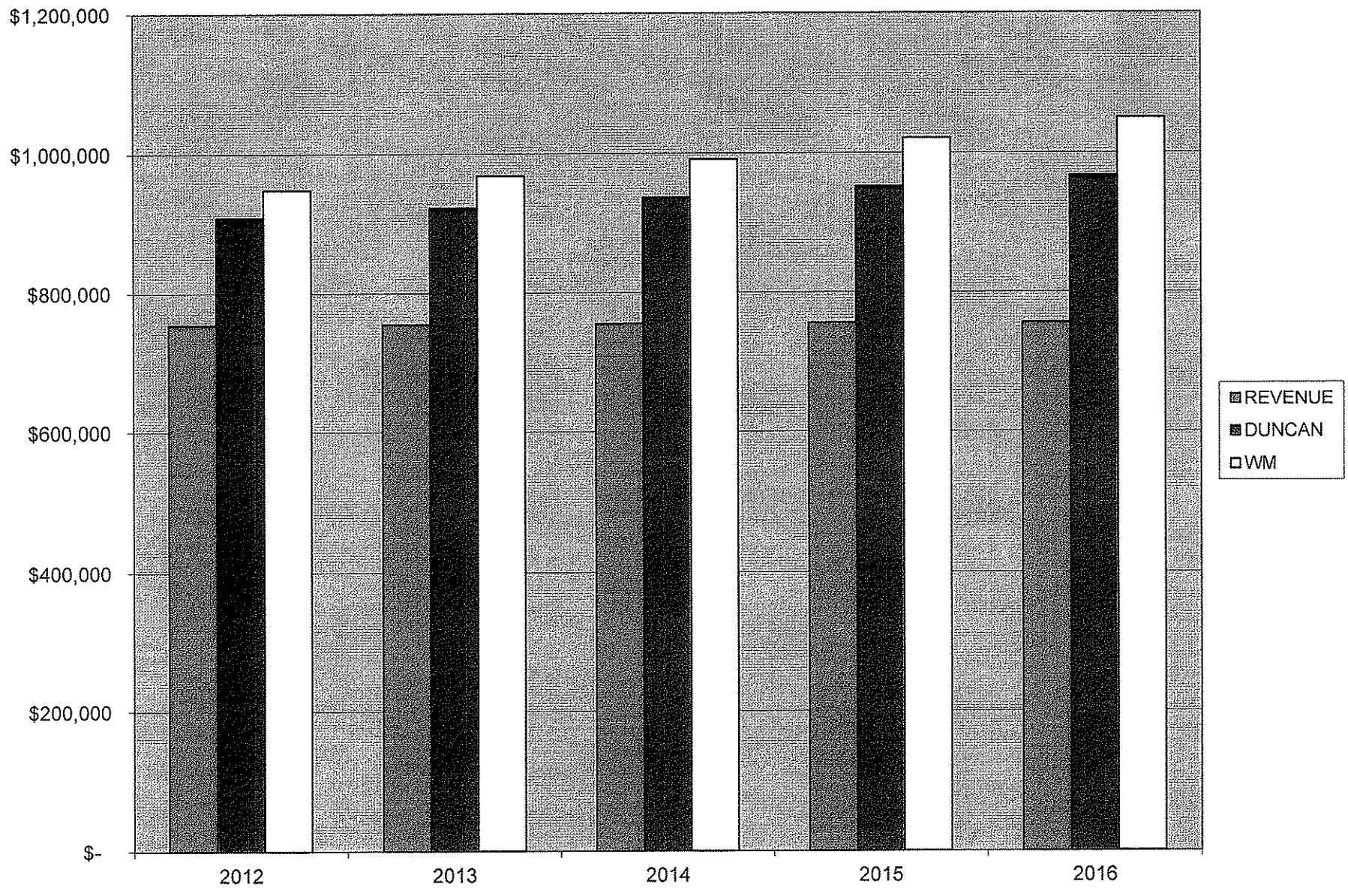
Please consider the following action:

Moved by _____, supported by _____, to direct staff to prepare a contract between Genoa Charter Township and Duncan Disposal for Township wide refuse collection and recycling.

One other item of note provided by this analysis is the increasing subsidy provided for refuse collection by the General Fund. Refuse charges to our residents have not kept pace with the true costs of providing the service. As the number of units has increased this shortfall has created a significant drag on our budget. The 2011/2012 Budget includes an increase from \$105 to \$110. I would like to point out the importance of small annual incremental increases to the refuse charge to close this funding gap.

WITH RECYCLING

YEAR	UNITS	ANNUAL	ANNUAL	\$/MONTH	ANNUAL	SHRTFALL	\$/MONTH	ANNUAL	SHRTFALL	
		CHARGE	REVENUE	DUNCAN	DUNCAN	DUNCAN	WM	WM	WM	
2012	6860	\$ 110.00	\$ 754,600	\$ 11.04	\$ 908,813	\$ (154,213)	\$ 11.53	\$ 949,150	\$ (194,550)	
2013	6865	\$ 110.00	\$ 755,150	\$ 11.21	\$ 923,480	\$ (168,330)	\$ 11.76	\$ 968,789	\$ (213,639)	
2014	6870	\$ 110.00	\$ 755,700	\$ 11.37	\$ 937,343	\$ (181,643)	\$ 12.03	\$ 991,753	\$ (236,053)	
2015	6875	\$ 110.00	\$ 756,250	\$ 11.55	\$ 952,875	\$ (196,625)	\$ 12.38	\$ 1,021,350	\$ (265,100)	
2016	6880	\$ 110.00	\$ 756,800	\$ 11.72	\$ 967,603	\$ (210,803)	\$ 12.72	\$ 1,050,163	\$ (293,363)	
			\$ 3,778,500				\$ 4,690,114	\$ (911,614)		
							\$ 4,981,205	\$ (1,202,705)		



REFUSE PROPOSAL
ANALYSIS

6/29/2011

			OPTION #1		OPTION #2		OPTION #3		OPTION #4	
REFUSE	REFUSE		WM	G.F.	DUNCAN	G.F.	WM	G.F.	DUNCAN	G.F.
CHARGE	REVENUE		RFSE ONLY	SUBSIDY	RFSE ONLY	SUBSIDY	+RECYCLE	SUBSIDY	+RECYCLE	SUBSIDY
2011	\$ 105	\$ 714,000	\$ 846,192	\$ 132,192						
2012	\$ 110	\$ 748,000	\$ 863,328	\$ 115,328	\$ 840,480	\$ 92,480	\$ 940,848	\$ 192,848	\$ 900,864	\$ 152,864
2013	\$ 110	\$ 748,000	\$ 880,464	\$ 132,464	\$ 852,720	\$ 104,720	\$ 959,616	\$ 211,616	\$ 914,736	\$ 166,736
2014	\$ 110	\$ 748,000	\$ 902,496	\$ 154,496	\$ 865,776	\$ 117,776	\$ 981,648	\$ 233,648	\$ 927,792	\$ 179,792
2015	\$ 110	\$ 748,000	\$ 929,424	\$ 181,424	\$ 878,832	\$ 130,832	\$ 1,010,208	\$ 262,208	\$ 942,480	\$ 194,480
2016	\$ 110	\$ 748,000	\$ 957,168	\$ 209,168	\$ 896,784	\$ 148,784	\$ 1,037,952	\$ 289,952	\$ 956,352	\$ 208,352
TOTAL		\$ 3,740,000	\$ 4,532,880	\$ 925,072	\$ 4,334,592	\$ 594,592	\$ 4,930,272	\$ 1,190,272	\$ 4,642,224	\$ 902,224

*Based on static 6,800 units

GENOA CHARTER TOWNSHIP
Board of Trustees
Regular Meeting
April 18, 2011

MINUTES

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

A Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

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

Approval of Regular Agenda:

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

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

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

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

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

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

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

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

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

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

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

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

Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 04/22/2011

GENOA CHARTER TOWNSHIP
Board of Trustees
Regular Meeting
May 2, 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, Township Attorney Frank Mancuso and six persons in the audience.

A Call to the Public was made with the following response: Carey Weihmiller of Waste Management addressed the board. We have worked together with Genoa Township for many years. We have provided a lower bid to the township than originally submitted and we will eliminate the fuel surcharge from our contract. Two of our employees live in Genoa Township and this action would eliminate their jobs. We would like to continue to service Genoa Township and are asking a 30 day tabling of your recommendation to change refuse carriers.

Don Grostic - I live in the township and have worked for Waste Management for 27 years. Why would you change when you have always been happy with our service to the township?

Paul Mudri - I am a Genoa Township resident for 15 years and work for Waste Management. Half of our customers place more refuse at the curb side than is allowed and we pick it up. I would gladly pay a small tax increase to continue with Waste Management

Approval of Consent Agenda:

Moved by Ledford, supported by Mortensen, to approve all items on the Consent Agenda as presented. 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 Wildman, to approve for action all items listed under the regular agenda. The motion carried unanimously.

3. Request for approval of refuse collection contract with Duncan Disposal.

McCririe gave an overview of the action the Administrative Committee had taken over the last three months in an effort to renew the contract for refuse collection and disposal.

Mancuso - The original contract with Waste Management was signed in 1998 with three addendums executed thereafter. I have reviewed section 2-B as referenced by Patrick Greve in his correspondence dated May 1, 2011 and the township may engage in an extension of that contract with Waste Management or they may choose to retain the services of Duncan. Note: A copy of that e-mail is attached to the minutes of this meeting.

Skolarus - Waste Management has serviced the township since 1974 when they bought out Mister Rubbish. We have had an excellent relationship with your company during all of that time. The new contract with Duncan will provide curb side recycling which is important as we move forward.

Wildman - I agree that service has been excellent.

Mortensen - This contract with Duncan allows termination after six months if we are not satisfied. That tells me that they will do everything possible to retain our business.

Archinal - Curbside service has never been a problem. The difficulty is with the service center. We called a couple weeks ago and were on hold for 19 minutes before we spoke with someone at Waste Management.

Weihmiller - I can guarantee that curbside service will not be as good as it is today with Waste Management. I hate to see these gentlemen lose their jobs. I apologize on behalf of Waste Management for the correspondence that was sent to this board by e-mail.

The contract was reviewed for errors. Moved by Skolarus, supported by Ledford, to approve the contract with Duncan with the following changes: the tax statement date is July 2011; recycle bins stay with the house; the contractor shall sell stickers to the township. The Clerk and Supervisor shall execute the contract after corrections are made. Duncan will begin service on Monday August 1, 2011. The motion carried unanimously.

4. Request for approval of a proposal from Superior Play for the installation of playground equipment at the Township hall property.

Moved by Ledford, supported by Wildman, to approve the purchase of play equipment from Superior Play, L.L.C. with authorization to execute the agreement as depicted on the site plan. This will include the purchase of benches and other miscellaneous items as needed during construction. The cost will not exceed \$130,000.00 and a D & B will be sought prior to any distribution of funds. The motion carried unanimously.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:20 p.m.

Paulette A. Skolarus
Genoa Township Clerk

MINE

CONTRACT FOR REFUSE REMOVAL

THIS AGREEMENT, made this 14th day of August, 1998, by and between Genoa Township, a general law township, with offices located at 2980 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as the "Township", and Environmental Waste Concepts, Ltd., hereinafter referred to as the "Contractor", a joint venture of Contractors Container Corporation, d/b/a Mister Rubbish and Waste Management Partners, Inc., a Michigan Corporation, whose principal place of business is located at 11655 Venture Drive, Whitmore Lake, Michigan 48189, Contractors Container Corporation, d/b/a Mister Rubbish, shall perform all services and maintain full responsibility for all obligations of the Contractor hereunder.

WHEREAS, the Township is desirous of providing to its residents, a rubbish and garbage pick-up service pursuant to authority granted to general law townships by the Waste Management and Resource Recovery Finance Act of 1978, Act 345 of 1978, and pursuant to the Genoa Township Ordinance for Operation of the Waste Management Project, Ordinance No. 1-2-90; and

WHEREAS, the Genoa Township Board, by motion made at a regular meeting on August 3, 1998 resolved to enter into this CONTRACT FOR REFUSE REMOVAL with Contractor.

NOW, THEREFORE, it is agreed as follows:

1. TERM:

(a) The term of this Contract is for the period commencing July 1, 1999 and continuing through June 30, 2004.

(b) No cause shall be necessary for termination of the Contract. The contract may be terminated by either party by giving ninety days written notice to the other party.

2. CONTRACT PRICE AND ADJUSTMENTS:

(a) Initial Contract Price. The Township agrees to pay Contractor and the Contractor agrees to accept in full consideration of services rendered, \$8.697 per month, per residential unit served. The unit rate of \$8.697 shall remain in effect through June 30, 2000.

(b) Unit Adjustment. In anticipation of continued residential growth in the Township, on July 1st 1999 and each July 1 thereafter, the average number of units serviced (unit count) shall be increased by the total of new dwelling units occupied and serviced by Contractor as indicated by the Township's records indicating new units occupied. For each new unit served, for the year beginning July 1, 1999, the Contractor shall be paid eighty (80%) percent of the unit based rated in effect for that year. For each new unit served beginning July 1, 2000 and 2001, the

5356

NEED C.P.I. ADJ.

8.14
6.24

329 x 8.92 x .709
= 2052.96

329 x .709 = 233.161

Contractor shall be paid seventy-five (75%) percent of the unit base rate in effect for the year. For each new unit served beginning July 1, 2002 and 2003, the Contractor shall be paid seventy (70%) percent of the unit base rate in effect for the year. Each adjustment to the unit count shall be effective for one contract year and the effect of such adjustments shall be cumulative.

(c) Base Rate Adjustment. Commencing July 1, 2000 and on the same day of each year thereafter during the term of the contract the base monthly unit rate shall be modified to reflect the net change (increase or decrease) in the Metro Detroit Consumer Price Index (C.P.I.) for the proceeding twelve month period for which figures are available. However, the maximum percentage increase in the base monthly rate shall not exceed five (5%) percent per annum.

3. Contractor shall faithfully perform its work and shall not assign or subcontract the work or any part thereof without previous consent of the Township Board, and shall not assign any monies payable under this agreement, or its claim thereto, unless by and with the consent of the Township Board.

4. The purpose of this Contract is the removal and disposal of garbage and refuse and in the event that the Contractor shall fail to abide by the term contained herein, the Township Board may, at its discretion by motion, terminate its obligations herein as of the date of the making and carrying of such motion, as of the date of the making and carrying of such motion, when deemed to be in the interest of public health, safety general welfare and convenience of the township residents.

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

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

7. Contractor agrees to comply in all respects with the laws of the State of Michigan appertaining to:

(a) The transport and disposal of refuse

(b) Regulation of labor and worker's compensation

(c) Fair employment practices, township ordinances and administrative rules and regulations having the force of law.

8. The Contractor agrees as follows:

(a) To service each residential unit within the Township of Genoa as directed by the Township with a once weekly garbage and refuse pick-up service at the curb or roadside. The regular pick-up days shall be by a schedule set by mutual agreement of Township and Contractor. During any work week containing a legal holiday, all scheduled pick-ups will be one day behind the normal day for the remainder of that week.

(b) To pick-up discard Christmas trees on regular pick-up days for three (3) consecutive weeks, beginning no earlier than January 1st for said holiday.

(c) To provide and maintain safe, clean, watertight, enclosed packer trucks at all times in such condition as meets the approval of the MPSC Motor Carrier Division.

(d) To pay the cost of disposing of all garbage, rubbish, and waste materials at a state licensed disposal facility.

(e) To clean up the pick-up sites when pick-up is delayed or late for any reason and debris is scattered due to the delay.

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

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

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

(i) To collect refuse during the "Frost Law" period in a manner equal to collection during other periods of the years, as per paragraph 9 (a) and (b) hereinabove set forth, and in compliance with the rules and regulations of authorities governing those laws.

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

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

(l) The Contractor agrees to provide to Genoa Township residents during the primary term of the Contract, or any extension thereof, pick-up service for disposal of large items of refuse of the nature of household goods and furniture. It is understood between the parties that the individual residents shall pay the entire cost of the pick-up service, to be determined by Contractor, and the landfill disposal fees, prior to the rendering of the service. The cost of such services shall be a reasonable cost commensurate with the customary fees charged within the boundaries of Livingston County.

9. The Township agrees as follows:

(a) Not to require the Contractor to pick-up garbage, rubbish or waste materials each week in more than four (4) thirty gallon plastic garbage bags or equivalent volume in plastic garbage bags, or three (3) thirty gallon garbage cans, or one (1) ninety gallon curb cart.

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

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

(d) Not to require the Contractor to pick-up bulky items, building materials, stoves, sofas, etc., not normally considered household refuse during the weekly pick-up schedule.

(e) Not to require the Contractor to pick-up grass, leaves, twigs, brush, and other items, except those properly packaged and suitable for compost when a Township wide composting program is implemented.

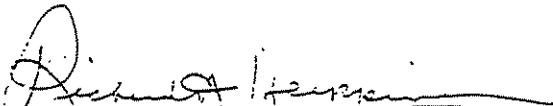
(f) To give free and clear access over roads, streets, and drives within the Township within the recognized restraints imposed by the statutes promulgated by other municipal bodies having control of such ways.

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

10. The time specified for pick-up is the essence of this Contract and in the case that Contractor shall fail to make ten (10) or more regular pick-up stops at residences and/or commercial establishments within twenty-four (24) hours of the regular pick-up schedule, with the exception of legal holidays and delays

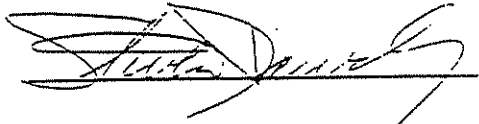
caused by natural causes, Contractor agrees to pay Township the sum of One Hundred and 00/100 (\$100.00) Dollars for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose. Said sum, in view of the difficulty in ascertaining the loss and inconvenience which the Township suffers by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that Township will suffer by reason of delay, and is not a penalty; and the Township shall deduct and retain the amount of liquidated damages out of money which may be due or become due under this Contract. Repeated late pick-ups shall be considered grounds for immediate termination of the Contract. Waiver of assessment of the liquidated damages by the Township Board on any occasion arising shall not be deemed a waiver of the right of the Township to access damages pursuant to this paragraph for any breach of the time limits imposed herein.

WITNESSES:


Richard A. Heikkinen

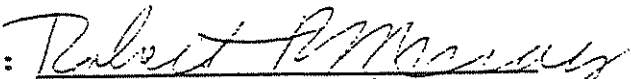

Nancy A. Bogardus


WITNESSES:


Terry D. Black

STATE OF MICHIGAN]
]ss
 COUNTY OF LIVINGSTON]

TOWNSHIP OF GENOA
 a Michigan general law township,

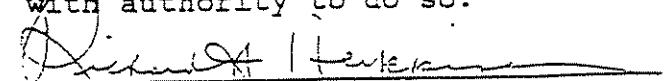
By: 
Robert R. Murray
 Its Supervisor

By: 
Paulette A. Skolarus
 Its Clerk

ENVIRONMENTAL WASTE
 CONCEPTS, LTD.

By: 
Peter J. Rosewig, Jr.
 Its Authorized Agent

19th The foregoing instrument was acknowledged before me this of August, 1998, by Robert R. Murray, the Supervisor and Paulette A. Skolarus, the Clerk of the Township of Genoa, a Michigan general law township, with authority to do so.


Richard A. Heikkinen
 Notary Public
 Livingston County, Michigan
 My commission expires: 10/24/2001

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

17th The foregoing instrument was acknowledged before me this
day of August, 1998, by Peter J. Rosewig, Jr., the
Authorized Agent of Environmental Waste Concepts, Ltd., a Michigan
limited corporation, on behalf of said corporation.

Janice Marie New

Notary Public
Livingston County, Michigan
My commission expires: 3-8-01

STATE OF MICHIGAN
Notary Public for Livingston County, MI
My Commission Expires March 8, 2001
Acting in Livingston County, MI

DRAFTED BY:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

It was the consensus of the board to approve the publication related to the General Fund Budget for the next fiscal years.

Moved by Ledford, supported by Hunt, to amend the 2000-2001 general fund budget as submitted by Skolarus. The motion carried unanimously.

8. Consideration of the authorization of contracts with the Livingston County Road Commission for crack sealing in Heritage Farms, Grand Ravines, Mountain View and Novel Estates at a cost not to exceed \$8,500.00.

Moved by Skolarus, supported by Mortensen, to first determine that improvements to the roads listed above have not been completed in the last 36 months and then to approve the execution of contracts as requested. The motion carried unanimously.

9. Request for approval of an adjustment to the monthly rate for refuse collection and disposal from \$44,018.13 to \$47,282.20. ~~+~~ 317.55

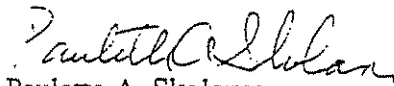
Moved by Smith, supported by Mortensen, to approve the increase beginning in the next fiscal year and as agreed upon in the existing contract with Mister Rubbish. The motion carried unanimously.

Administrative Business:

Moved by Ledford, supported by Mortensen, to approve for payment vouchers totaling \$174,730.39. The motion carried unanimously.

Moved by Ledford, supported by Hunt, to approve the Minutes of the 05-21-01 regular meeting of the board as submitted. The motion carried unanimously.

The regular meeting of the Genoa Township Board was adjourned at 9:45 p.m.



Paulette A. Skolarus
Genoa Township Clerk

**SECOND ADDENDUM TO
CONTRACT FOR REFUSE REMOVAL**

Genoa Township (the "Township") and Waste Management of Michigan, Inc., ("Waste Management") hereby agree to extend the Contract for Refuse Removal dated August 19, 1998 through June 30, 2008, subject to the following rate schedule, effective July 1, 2003:

Rate Schedule:

July 1, 2003 through June 30, 2004 \$8.95 per month per unit

Effective each July 1st beginning July 2004 through July 2007 an annual escalator determined by the Ann Arbor Library re-formatted index (Detroit SMSA) for the most recently available prior twelve month period, will apply to the unit cost for future billings.

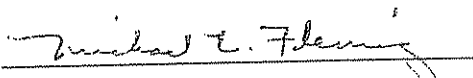
Effective July 1, 2003 all units will be billed at the above rate and each January 1st and July 1st going forward the unit count will be updated to reflect additions and or deletions to total for future billings. Waste Management agrees to provide each spring and fall of the contract period, two (2) truck loads for drop off yard waste collection at no additional charge to the Township. Drop off is to be prescheduled for no more than four (4) hours on Saturdays at the Township hall. Additional loads are billable at the rate of \$600.00 per truckload. All other terms and conditions of the Contract dated August 19, 1998 and the First Addendum remain in full force and effect.

GENOA TOWNSHIP

By: 
GARY J. MCQUINN

Its: Supervisor

WASTE MANAGEMENT OF
MICHIGAN, INC.

By: 

Its: Director of operations

FIRST ADDENDUM TO CONTRACT REFUSE REMOVAL

THIS AGREEMENT, made this 20th day of July, 1999, by and between Genoa Township, a general law township, with offices located at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as the "Township", and Mister Rubbish, a division of Waste Management Company, hereinafter referred to as the "Contractor", whose principal place of business is located at 11655 Venture Drive, Whitmore Lake, Michigan 48189.

RECITALS

WHEREAS, on August 19, 1998, Genoa Township entered into a contract for rubbish and garbage pickup with Environmental Waste Concepts, and

WHEREAS, Environmental Waste Concepts assigned its interest in the said contract to Mister Rubbish, a division of Waste Management Company, and

WHEREAS, the recited contract calls for an adjustment of the contract price for addition of new units added since July 1, 1998, and

WHEREAS, 284 units were added since July 1, 1998, and

WHEREAS, the parties have agreed upon the revised monthly contract price.

NOW THEREFORE, in consideration of the mutual benefits received by each party, IT IS AGREED as follows:

1. Mister Rubbish shall provide rubbish and garbage pickup service to the described 284 additional units.
2. The Township agrees to pay the sum of \$41,032.96 each month to Mister Rubbish for garbage and refuse service to all the residential units in the Township during the period July 1, 1999 to June 30, 2000.
3. All terms of the above described contract dated August 19, 1998 not inconsistent herewith are reaffirmed and ratified.

WITNESSES:

Richard A. Heikkinen
Richard A. Heikkinen

Nancy A. Bogardus
Nancy A. Bogardus

TOWNSHIP OF GENOA
a Michigan general law township,

By: Robert R. Murray
Robert R. Murray
Its Supervisor

By: Paulette A. Skolarus
Paulette A. Skolarus
Its Clerk

WITNESSES:

Steven E. Dawdy

MISTER RUBBISH, a division of
Waste Management Company

By: Steven Dawdy
Steven Dawdy
Its General Manager

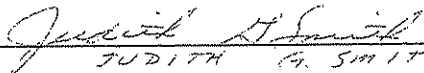
STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

20th The foregoing instrument was acknowledged before me this
of July, 1999, by Robert R. Murray, the Supervisor and
Paulette A. Skolarus, the Clerk of the Township of Genoa, a
Michigan general law township, with authority to do so.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 20th day of July, 1999, by Steven Dawdy, General Manager of Mister Rubbish, a division of Waste Management Company, a Michigan corporation, on behalf of said corporation.



JUDITH G. SMITH
Notary Public
Livingston County, Michigan
My commission expires: 7-30-2001

DRAFTED BY:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

THIRD ADDENDUM TO CONTRACT FOR REFUSE REMOVAL

This Third Addendum to Contract for Refuse Removal ("Third Addendum") is made and entered into as of the 31st day of July, 2008 by and between Genoa Township, a Michigan municipal corporation ("Township") and Waste Management of Michigan, Inc., a Michigan corporation ("WMM").

1. Statement of Purpose.

The parties entered into a Contract for Refuse Disposal dated August 19, 1998, which was amended by a First Addendum dated July 20, 1999 and a Second Addendum dated as of July 1, 2003 (collectively, the "Contract").

The term of the Contract expires on July 31, 2008, and the parties desire to extend the term for an additional three (3) year period, through July 31, 2011. The parties further desire to amend certain of the terms and conditions of the Contract, in accordance with the terms set forth below.

In consideration of the mutual benefits set forth herein, the parties hereby agree as follows:

2. Term.

Paragraph 1 of the Contract is hereby rewritten in its entirety, and shall read as follows:

(a) The term of this Contract shall be for a period of three years, commencing August 1, 2008 and continuing through July 31, 2011.

(b) This Agreement may be extended for an additional two-year period of time, by mutual execution of an addendum to the Contract. In addition, the parties may elect to extend the term of the Contract for additional periods of time, upon mutual execution of an addendum to the Contract.

3. **Contract Price and Adjustments.**

Paragraph 2 of the Contract is hereby rewritten in its entirety, and shall read as follows:

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

8/1/08 - 7/31/09:	\$ 9.97 per month per unit
8/1/09 - 7/31/10:	\$10.17 per month per unit
8/1/10 - 7/31/11:	\$10.37 per month per unit

(b) Each February 1 and August 1, commencing August 1, 2008, the residential unit count will be updated to reflect additions and/or deletions to the number of units, for purposes of calculating future billings.

(c) WMM shall, on a monthly basis, calculate the diesel fuel surcharge based upon the Fuel Adjustment Factor, which is determined as follows.

(i) Effective the August 2008 billing month, at the end of each billing month, a Fuel Adjustment Factor shall be calculated based upon increases in the average price of diesel fuel (taking the average of the four most recently reported weekly figures), as reported weekly by the Energy Information Administration of the U.S. Department of Energy as Midwest PADD II, or any successor index (which average shall be referred to as the "Base Rate"), above a base rate of \$4.25 per gallon ("Base Rate").

(ii) The Index Rate is currently found at the following website:
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

(iii) For each \$.04 Fuel Adjustment increase above the Base Rate in a given month, the unit rate will increase by \$.01 per home per month. The fuel adjustment shall be calculated on a monthly basis based on the given months

reported of fuel pricing and notice of such calculation shall be given to the Township.

(iv) WM shall issue an invoice each six months, beginning February 1, 2009, covering the Fuel Adjustment Factors for the previous six-month period for months where fuel exceeds \$4.25 per gallon. In the event the Township is obligated to provide an additional payment, it shall do so within 30 days from receipt of the statement.

(v) In the event the Base Rate exceeds the following levels during the following periods of time:

August 1, 2008 to to July 31, 2009 : \$5.00
August 1, 2009 to July 31, 2010 : \$5.50
August 1, 2010 to July 31, 2011 : \$6.00

there shall be no adjustment in the unit rates above such levels, and the following terms apply

(vi) In the event the reported fuel pricing exceeds \$6.00 per gallon at any time during the term of the Agreement, WMM shall so notify the Township in writing. The parties shall have 30 days from the date of Township's receipt of such notice to attempt in good faith to negotiate an appropriate unit rate adjustment. If agreement cannot be reached within such 30-day period, the Contract shall automatically terminate 60 days following the expiration of the 30-day negotiation period.

(vii) Any new or imposed local, state or federal governmental fees relating to the disposal or transportation of such material shall be passed onto the

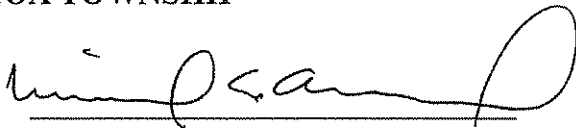
Township by the Contract with 30 day written notice with proof of such increase.

4. **Ratification.**

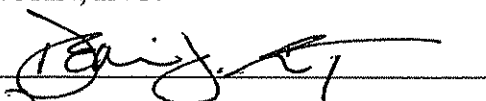
The terms of the Contract, as amended by the terms of this Third Addendum, is hereby ratified and affirmed, and shall remain in full force and effect.

This Third Addendum is entered into on the date set forth above by the duly authorized representatives of the parties.

GENOA TOWNSHIP

By: 
Title: Township Manager

WASTE MANAGEMENT OF MICHIGAN, INC.

By: 
Title: Market Area VP

CONTRACT FOR REFUSE REMOVAL AND RECYCLING SERVICES

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

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

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

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

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

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

1. **TERM:**

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

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

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

2. **TOWNSHIP ORDINANCE 900102:**

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

3. CONTRACT RATE AND ADJUSTMENTS:

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

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

A "unit" is a single family residential household.

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

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

4. PAYMENT TERMS:

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

5. NOTICE TO UNITS TO BE SERVICED:

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

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

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

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

6. CARTS AND RECYCLING BINS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) To service each residential unit within the Township of Genoa as directed by the Township with a once weekly garbage, refuse and recycling pick-up service at the curb or roadside. In addition, the Contractor agrees to service up to 30 households within the Township who, because of physical disabilities, are unable to deliver their refuse to the curb or roadside. The Township will determine which households qualify for this additional service. The regular pick-up days will be Monday through Friday and shall be by a schedule set by mutual agreement of Township and Contractor. During any work week containing a legal holiday, all scheduled pick-ups on or following that holiday will be one day behind the normal day for the remainder of that week.

(b) To pick-up and properly dispose of discarded Christmas trees on regular pick-up days for three (3) consecutive weeks, beginning no earlier than January 1st for said holiday.

(c) To provide and maintain safe, clean, watertight, enclosed packer trucks at all times in such condition as meets the approval MPSC Motor Carrier Division.

(d) To pay the cost of disposing of all garbage, rubbish, and waste materials at a state licensed disposal facility.

(e) To clean up the pick-up sites when pick-up is delayed or late for any reason and debris is scattered due to the delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

GENOA CHARTER TOWNSHIP a
Michigan municipal corporation,

By: _____

Its Supervisor

By: _____

Its Clerk

Duncan Disposal Systems, Inc.

By: _____

Christopher S. Duncan

Its: Vice-President

STATE OF MICHIGAN)

) ss

COUNTY OF LIVINGSTON)

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

Notary Public

_____ County, MI

My commission expires: _____

Acting in the County of _____

STATE OF MICHIGAN)

) ss

COUNTY OF LIVINGSTON)

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

Notary Public

_____ County, MI

My commission expires: _____

Acting in the County of _____

Trash and Recycling 3 Year Option (Unit Monthly charge)

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

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

MEMORANDUM

To: Township Board
From: Michael Archinal *Ma*
Date: May 29, 2008
Re: Refuse Collection R.F.P.

Attached you will find a draft request for a proposal for residential refuse collection. At the May 19th, 2008 board meeting a contract extension with Waste Management was tabled and direction given that bids were to be sought. Subject to Board approval the R.F.P. will be distributed and bids sought from appropriate vendors.

Acknowledging raising fuel costs the R.F.P. provides for an "opener" should diesel costs exceed \$7.00 per gallon. The term is five years.

Previous contracts have had very confusing formulas for adding customers. Because growth is not the issue it has been in previous years the R.F.P. asks the contractor to provide a five-year cost scale that will remain fixed unless the number of residential units increases by more than 5%.

Please consider the following action:

Moved by _____, supported by _____, to direct staff to distribute the RFP and seek bids for refuse collection.

INVITATION TO QUOTE RESIDENTIAL WASTE PICK-UP SERVICES FOR THE GENOA CHARTER TOWNSHIP

OFFERED BY

- ✓ GENOA CHARTER TOWNSHIP, 2911 Dorr Road, Brighton, MI 48116.
Telephone 810-227-5225, Fax 810-227-3420 // Email mike@genoa.org

INVITED PARTIES

- ✓ Genoa Charter Township is inviting waste removal and disposal firms to quote fees for residential services. Quotes should be flat rate per month per customer with no CPI, fuel or similar adjustments. Please refer to quote sheet and further information herein.

BACKGROUND and CURRENT STATUS

- ✓ Genoa Charter Township is a rural /suburban community of approximately 34 square miles. Currently (May 2008) the Township has 9,105 residential customers (units). The Township has adopted an ordinance making residential rubbish service mandatory for these residential customers.

QUOTES

- ✓ The Township is interested in soliciting residential rubbish and recycling services for its residential properties. This includes obtaining quotes and meeting with those companies the Township deems capable of providing both service and affordable prices. The existing contract expires July 1, 2008. It is anticipated that the current provider will continue to provide service on a month to month basis until a new provider is selected or the current contract is extended.
- ✓ Quotes are to be provided to the Township Manager Mike Archinal on or before 4:00 p.m. June 30, 2008. They are to be provided in a sealed envelope. Three copies are to be provided. Bids will be opened at 4:00 p.m. and all parties may be present at the opening.
- ✓ The Township reserves the right to seek additional assurance and insurance from the party it may select to provide the requested services.
- ✓ The Township reserves the right to reject any and all quotes as well as to negotiate with any and all quoting parties if it deems such is in the best interest of the Township.
- ✓ Quotes submitted are public documents subject to the Freedom of Information Act and may be released to other invited parties and/or the public in general.
- ✓ Should the number of residential units increase by more than 5% (e.g. $9105 \times .05 = 455$ units) the Township will agree to negotiate an increase to the contract price on a pro-rata basis.

- ✓ The Township acknowledges the volatility of fuel prices. Should the weekly retail on-highway low and ultra low sulphur diesel price for the Midwest region exceed \$7.00 per gallon during the term of the agreement the Township agrees to reopen and renegotiate the agreement. Price will be the weekly average as reported by the Energy Information Administration of the Department of Energy.
- ✓ The Township is interested in seeking quotes for services for a 5-year period.
- ✓ Please use the forms provided. Attach additional sheets to the quote if necessary.
- ✓ The Township currently bills the customer for trash service and administers a large/bulk item sticker program. The vendor will be responsible for billing curb cart rental and recycling subscriptions at no additional cost to the Township.
- ✓ You may direct questions or request appointments with the Township Manager by calling 810-227-5225 weekdays between 9:00 a.m. and 5:00 p.m.

SERVICES REQUESTED

Please clearly identify what you are quoting. You may attach an extra sheet to the provided quote sheet for your explanations to points below.

- ✓ Roll-Away-Waste-Carts in 96 gallon or similar size.
- ✓ Recycling Bin provided at no charge to each residential customer requesting recycling service.
- ✓ Replacement Roll-Away-Waste-Carts and recycling bins may be provided as per your policy. *Please provide detail of that policy. Please advise if replacement roll-away-waste-carts carry any fee.*
- ✓ Weekly service, same day(s) of the week each week, for trash and rubbish pick-up. *Which day(s) of the week are you quoting?*
- ✓ *Indicate exclusion, if any, to materials you do not consider part of the normal residential pick-up.*
- ✓ Every other week pick-up for recyclable materials such as glass, tin and plastics (1-7). *The Township does not currently mandate Township wide recycling. Quotes should be on a per customer basis.*
- ✓ The Township hosts four yard waste drop-offs per year at the Township Hall. Events occur on Saturdays from 9 a.m. – 12 noon and typically require two trucks. Vendor to provide this service at no additional charge.
- ✓ The contractor agrees to provide at no extra charge, R.A.W.C.'s and weekly collection of trash at the following Township facilities:
 - Genoa Charter Township Hall
 - Genoa Fire Substation #34
 - Genoa Fire Substation #35

- ✓ Next day holiday service so that if a holiday falls on a pick-up day you will then offer a standard day that same week to pick-up waste following a holiday.
- ✓ Large Items Trash Pick-Up administered through a permit/sticker program. Customer purchases sticker from Township and affixes it to large item. Item is placed curbside on normal collection day. Vendor picks up item with normal route or special truck if necessary.
Quote per pick-up costs.

OTHER INFORMATION

Please provide information and references about your company that demonstrates 1) You have the capability, experience and expertise to handle Genoa Charter Township; 2) You can provide services throughout the length of the contract; and 3) Are able to withstand equipment failures and/or personnel issues that may affect services to Genoa Charter Township.

PRE-BID DISCUSSION MEETING

Please be advised interested parties may attend a pre-bid discussion meeting on June 12, 2008 at 10:00 a.m. at Genoa Charter Township Hall. The purpose of the meeting is to review the RFP as well as receive and respond to questions interested parties may have. Attendance is encouraged but not mandatory.

CONTRACT

Should the Township agree to engage one of the invited parties, a formal contract would be drawn up putting into place the above and other aspects usual and customary with such contracts between a municipality and a service provider.

QUOTATION FIRM FOR 120 DAYS

Quotations shall be good for 120 days from the deadline date for submissions (June 30, 2008 Quotation Form Follows.

GENOA CHARTER TOWNSHIP WASTE REMOVAL BID TABULATION

PLEASE, use a minimum customer base of 9,105 customers per month and quote Price Per Customer Per Month Bulk item quote per pick-up.

Flat Rate Weekly Basic Service - Your Quote Per Month Per Customer

Flat Rate Quote For Basic Weekly Pick-Up Service	Year 1	Year 2	Year 3	Year 4	Year 5
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Flat Rate Every Other Week Recycling – Your Quote Per Month Per Customer

Additional Fee For Recycling	Year 1	Year 2	Year 3	Year 4	Year 5
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Flat Rate Individual Large/Bulk Item Pick-Up

Additional Fee For Large/Bulk Item	Year 1	Year 2	Year 3	Year 4	Year 5
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Flat Rate Quote Per Month Per RAWC

Fee for RAWC	Year 1	Year 2	Year 3	Year 4	Year 5
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Size RAWC: _____ Earliest Possible Start Date: _____

Replacement RAWC Policy: _____

Day of the Week Proposed: _____

Holiday/Alternate Day Pick Up: _____

Material Exclusion Policy: _____

Person Submitting Form: _____

Print/Type

Title

Signature: _____ Date _____



July 12, 2011

Mr. Joe Bruhn
C/O Mt. Brighton, Jackal Golf Course
4141 Bauer Road
Brighton, MI 48116

2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

Dear Mr. Bruhn:

Since January of 2000 the Township has been working with you in an effort to bring your property into compliance with the standards of the site plan that was agreed upon. The Township realizes that these are difficult fiscal times for everyone and we do not want to create an undue burden on your business at this time. Rather than pursue full compliance with your site plan, Genoa Township would propose that the wire fencing along Bauer and Challis Roads be removed and that the wooden fence along Bauer, adjacent to the Bunny Hill, be removed and replaced sometime before the ski season opens.

We would encourage you to continue to work towards meeting the landscape requirement of your site plan by asking that at some future date plantings as previously negotiated be installed – one or two tree plantings a year would be acceptable. If this request meets with your approval please let me know.

The township has been always been pleased that your landmark facility is located within our community and we wish your business continued success.

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

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

MANAGER

Michael C. Archinal

Sincerely,

Paulette A. Skolarus
Genoa Charter Township Clerk

CC: Genoa Charter Township Board