

**GENOA CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
PUBLIC HEARING AND REGULAR MEETING  
JANUARY 17, 2012  
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: January 3, 2012
3. Request for approval to enter into agreements to collect 2012 summer school property taxes with Hartland Consolidated Schools, Brighton Area Schools, Howell Public Schools and LESA as submitted by the Township Treasurer.
4. Request for approval to rescind Ordinance #110221-A for the administration and enforcement of the Stille-DeRossett Hale Single State Construction Code.
5. Request for approval to rescind the following agreements: Code official employment agreement, Plumbing and mechanical inspector employment agreement and Electrical inspector employment agreement.
6. Receive the annual Planning Commission report for 2011 submitted by the Township Planning Director.

**Approval of Regular Agenda:**

7. Consider revocation of a special use permit for Industrial Resin Recycling and compel compliance with Township Ordinance utilizing all remedies under law as appropriate.

Correspondence:

Member Discussion:

Adjournment:

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : January 17, 2012

TOWNSHIP GENERAL EXPENSES: Thru January 17, 2012	\$120,200.51
January 5, 2012 Vacation & Personal Payroll	\$11,062.46
January 6, 2012 Bi-Weekly Payroll	\$67,764.95
OPERATING EXPENSES: Thru January 17, 2012	\$119,861.40
TOTAL:	<u>\$318,889.32</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
28110	AT&T Fax	AT&T	12/29/2011	127.96
28111	BullsEye	BullsEye Telecom	12/29/2011	859.71
28112	CARDM	Chase Card Services	12/29/2011	844.98
28113	Clearwat	Clearwater Systems	12/29/2011	49.00
28114	DTE EN	DTE Energy	12/29/2011	207.87
28115	FED EXPR	Federal Express Corp	12/29/2011	67.66
28116	GENOA TW	Genoa Township	12/29/2011	170.49
28117	Gentry	Diana Gentry	12/29/2011	75.00
28118	LivCTrea	Livingston County Treasurer	12/29/2011	249.27
28119	Net serv	Network Services Group, L.L.C.	12/29/2011	45.00
28120	PITNEYBO	Pitney Bowes, Inc.	12/29/2011	257.02
28121	TRI COUN	Tri County Cleaning Supply Inc	12/29/2011	166.93
28122	VERIZONW	Verizon Wireless	12/29/2011	335.14
28123	WALMART	Walmart Community	12/29/2011	253.82
28124	Administ	Total Administrative Services	01/06/2012	930.72
28125	Equitabl	Equivest Unit Annuity Lock Box	01/06/2012	905.00
28126	MISDU	Michigan State Disbursement Un	01/06/2012	207.13
28127	SOM-TRE	State Of Mich- Dept Of Treasur	12/29/2011	5,974.81
28128	SHELL	Shell	12/29/2011	84.78
28129	Access	Access Equipment, Inc.	01/06/2012	1,001.96
28130	ACCIDENT	Accident Fund Company	01/06/2012	25,051.12
28131	AMER IMA	Applied Imaging	01/06/2012	373.61
28132	Briggs	Briggs Mechanical, Inc.	01/06/2012	255.00
28133	COMCAST	COMCAST	01/06/2012	101.03
28134	CONTINEN	Continental Linen Service	01/06/2012	81.54
28135	COOPERST	Cooper's Turf Management LLC	01/06/2012	3,080.00
28136	Duncan	Duncan Disposal Systems	01/06/2012	610.00
28137	GANNETT	PRESS & ARGUS	01/06/2012	366.72
28138	GREATLA	Greatland Corporation	01/06/2012	66.25
28139	LANGWORT	Langworthy Strader Leblanc	01/06/2012	986.40
28140	LIVON GA	Livonia-garden City Fire Ext	01/06/2012	123.00
28141	SIGNWRKS	Sign Works	01/06/2012	135.00
28142	State	State of Michigan	01/06/2012	10.00
28147	ARCHINAL	Michael Archinal	01/06/2012	500.00
28148	DTE LAKE	DTE Energy	01/06/2012	49.86
28149	GORDONFO	Gordon's Food Services	01/06/2012	40.33
28150	Clearwat	Clearwater Systems	01/17/2012	49.00
28151	Duncan	Duncan Disposal Systems	01/17/2012	74,699.40
28152	Perfect	Perfect Maintenance Cleaning	01/17/2012	778.00
28153	SECMAA	S.E.C.M.A.A.	01/17/2012	30.00

**Report Total: 120,200.51**

Accounts Payable  
Computer Check Register

Genoa Township

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: angie

Printed: 12/28/2011 - 15:53

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10209	EFT-FED	EFT- Federal Payroll Tax	01/05/2012		710.59
					443.28
					654.35
					153.02
					153.02
					<u>2,114.26</u>
				Check 10209 Total:	

Report Total:

2,114.26  
8 checks 8948.20

\$ 11,062.46

Township of Genoa  
User: diane

Payroll  
Computer Check Register

Printed: 12/28/11 15:38  
Batch: 602-01-2012

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
11980	01/05/2012	Archinal	Michael Archinal	1,595.82
11981	01/05/2012	HanusCarol	Carol Hanus	607.42
11982	01/05/2012	HumphrissT	Tesha Humphriss	2,278.70
11983	01/05/2012	Kern	Jenifer Kern	164.28
11984	01/05/2012	MacLeod	Kimberly MacLeod	606.01
11985	01/05/2012	SITNER	Susan Sitner	603.55
11986	01/05/2012	TataraG	Gregory Tatara	1,201.95
11987	01/05/2012	Williams	Angela Williams	1,270.73
11988	01/05/2012	ZERBY	Diane Zerby	619.74
Total Number of Employees: 9			Total for Payroll Check Run:	8,948.20

Accounts Payable  
Computer Check Register

Genoa Township

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 12/29/2011 - 12:16

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
28124	Administ	Total Administrative Services	01/06/2012		930.72
				Check 28124 Total:	930.72
10211	AETNA LI	Aetna Life Insurance & Annuity	01/06/2012		25.00
				Check 10211 Total:	25.00
10212	EFT-FED	EFT- Federal Payroll Tax	01/06/2012		7,202.59 2,689.82 3,970.67 928.62 928.62
				Check 10212 Total:	15,720.32
10213	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/06/2012		574.80
				Check 10213 Total:	574.80
28125	Equitabl	Equivest Unit Annuity Lock Box	01/06/2012		905.00
				Check 28125 Total:	905.00
10214	FIRST NA	First National Bank	01/06/2012		300.00 2,875.00 46,226.98

Check 10214 Total: 49,401.98

28126

MISDU Michigan State Disbursement Un 01/06/2012

207.13

Check 28126 Total: 207.13

Report Total: 67,764.95

11:18 AM

**#592 OAK POINTE WATER/SEWER FUND****Payment of Bills**

December 28, 2011 through January 10, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/29/2011	2263	Bullseye Telecom	Inv # 132693075 dated 12/09/2011	-509.35
Check	12/29/2011	2264	BRIGHTON ANALYTICAL	Numerous invoices December 2011	-402.00
Check	12/29/2011	2265	DTE ENERGY	Service from 11/25/2011 - 12/28/2011	-652.01
Check	12/29/2011	2266	FASTENAL	Inv MIBRG63707	-42.64
Check	12/29/2011	2267	GRUNDY ACE OF HOWELL	Inv # 71424 & 71483	-585.55
Check	12/29/2011	2268	HACH Company	Inv 752488	-124.55
Check	12/29/2011	2269	HOWELLTRUE VALUE HARDWARE	Inv #'s 55414 & 55483	-74.83
Check	12/29/2011	2270	NORTHWEST PIPE AND SUPPLY, INC	Numerous invoices Dec 2011	-1,255.30
Check	12/29/2011	2271	PVS Nolwood Chemicals, Inc	Inv 356179 dated 12/29/2011	-1,122.00
Check	12/29/2011	2272	State of Michigan'	Inv 737814	-1,369.00
Check	12/29/2011	2273	UIS PROGRAMMABLE SERVICES	Numerous Dec 2011 invoices	-21,820.50
Check	12/29/2011	2274	USA Bluebook	Inv #'s 557601 & 559011	-1,054.48
Check	12/29/2011	2275	WASTE MANAGEMENT	Inv 7180512-1389-7	-52.04
Check	12/29/2011	2276	DTE ENERGY	Service from 11/28/2011 - 12/30/2011	-7,412.07
<b>Grand Total</b>					<b>-36,476.32</b>

11:15 AM

**#593 LAKE EDGEWOOD W/S FUND****Payment of Bills**

December 28, 2011 through January 10, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/29/2011	2078	AT&T Long Distance	long distance service# 053 465 1001 001-No	-26.34
Check	12/29/2011	2079	BullsEye Telecom	Inv # 13275186	-307.51
Check	12/29/2011	2080	Brighton Analytical L.L.C.	numerous Dec 2011 invoices	-458.00
Check	12/29/2011	2081	GRUNDY ACE OF HOWELL	Inv 71424	-236.28
Check	12/29/2011	2082	NORTHWEST PIPE AND SUPPLY, INC	Inv 113452	-61.86
Check	12/29/2011	2083	PVS NOLWOOD CHEMICALS, INC	Inv 356180	-1,122.00
Check	12/29/2011	2084	State of Michigan	Inv 737813	-1,239.80
Check	12/29/2011	2085	Biotech Agronomics, Inc.	Inv 765 dated 12/28/2011	-10,485.50
Check	12/29/2011	2086	UIS PROGRAMMABLE SERVICES	Inv 530338657	-6,285.13
Check	12/29/2011	2087	City Of Brighton	Northstar #1/Lake Edge 10/1-12/31/2011	-5,001.36
Check	12/29/2011	2088	Charter Township of Brighton	Davita Dialysis Center Oct - Dec 2011	-802.50
Check	12/29/2011	2089	DTE Energy	Service from 11/28/2011 - 12/29/2011	-4,117.08
Check	12/29/2011	2090	DTE Energy	2340 Rolling Rock	-76.49
<b>Grand Total</b>					<b>-30,219.85</b>



11:20 AM

**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
 December 28, 2011 through January 10, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/29/2011	2086	GENOA-TWSP-ADMIN FEES	Sept 1 - Nov.30 fees	-3,453.08
Check	12/29/2011	2087	City of Brighton	Acct 003054-000 Oct - Dec 2011	-44,278.24
<b>Grand Total</b>					<b>-47,731.32</b>

11:23 AM

**#504 DPW RESERVE FUND**  
**Payment of Bills**  
 December 28, 2011 through January 10, 2012

<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

11:11 AM

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
 December 28, 2011 through January 10, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/29/2011	1947	Verizon Wireless	880968874-00001 12/13/2011-01/12/2012	-233.49
Check	12/29/2011	1948	Red Wing Shoe Store	footwear authorization	-266.73
Check	12/29/2011	1949	Carol Hanus	toll free and Internet	-124.33
Check	12/29/2011	1950	Shell Fleet Plus	11/01/2011-12/13/2011 #065332306112	-2,845.65
Check	01/03/2012	1951	Meijer	gift certificates for staff	-300.00
Check	12/29/2011	1952	NORTHWEST ENERGY	Ticket # 97250	-155.19
Check	12/29/2011	1953	LAB SAFETY SUPPLY	ID # 16605091	-99.63
Check	12/29/2011	1954	NORTHWEST PIPE & SUPPLY	Inv 113351	-23.46
Check	12/29/2011	1955	Occupational Health Centers	Inv #'s 708031777 & 708042527	-194.00
Check	12/29/2011	1956	Victory Lane Quick Oil Change	Dec 2011 invoices	-74.96
Check	12/29/2011	1957	Applied Imaging	Contract invoice Lanier copier	-616.47
Check	01/06/2012	1958	TESHA HUMPHRISS	January 2012 monthly car allowance	-500.00
<b>Grand Total</b>					<b>-5,433.91</b>

**GENOA CHARTER TOWNSHIP**  
**Regular Meeting**  
**Jan. 3, 2012**

**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 to approve all items listed under the consent agenda with the addition of item 2-B (request to approve minutes from the Dec. 29, 2011 special meeting of the board) supported by Smith. The motion carried unanimously.

**1. Payment of Bills.**

- 2. Request to approve minutes:**           **A. Dec. 5, 2011**  
                                                          **B. Dec. 29, 2011**

**3. Request for continuation of the SELCRA reimbursement program.**

**Approval of Regular Agenda:**

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

**4. Review of special use application, impact assessment, and sketch plan for a proposed indoor baseball training facility located at 3600 E. Grand River Howell, Sec. 5, petitioned by Schmalzried Properties.**

**A. Approval of Special Use Application**

Moved by Ledford to approve the special use application with the following conditions:

- 1.) Subject to approval of sketch plan and environmental impact assessment.
- 2.) It should be noted that this recommendation applies only with indoor use and no outdoor uses.

The motion was supported by Hunt and carried unanimously.

**B. Approval of Environmental Impact Assessment**

Moved by Wildman to approve the impact assessment dated 11/16/2011 as submitted. The motion was supported by Skolarus and carried unanimously.

**C. Approval of Sketch Plan**

Moved by Ledford to approve the sketch plan with the following conditions:

- 1.) Acknowledgement by the petitioner that the site plan and other approvals related to this may be withdrawn or require re-submittal if the water management system

- including closure of the front detention pond are found by the Township Engineer to be unworkable;
- 2.) No waste receptacle and enclosure will be required as curb carts will handle the limited refuse and they will be stored inside of the building;
  - 3.) The existing lighting fixtures will be fully shielded;
  - 4.) The requirements in the Township Engineer's letter dated December 7, 2011 will be complied with, with full understanding by the petitioner that the calculations regarding runoff may require a new site plan in that if the petitioner proceeds with some of the internal modifications of the building, they are knowing that is being done with some risk;
  - 5.) The requirements of the Brighton Area Fire Department as set forth in a letter dated November 29, 2011 will be complied with.

The motion was supported by Smith and carried unanimously.

**5. Request for approval of the 2012 Instructions for poverty exemption, guidelines for poverty exemption, poverty exemption application and poverty exemption worksheet as submitted by Township Assessor Duffy Rojewski.**

Moved by Skolarus and supported by Ledford, to approve Resolution 120103 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

Newsletter articles were reviewed for publication. Board members were asked to call with any changes before a submittal is made for printing.

The regular meeting of the Genoa Charter Township Board was adjourned at 6:50 p.m.



Paulette A. Skolarus  
Genoa Township Clerk

# Memo

**To:** Genoa Township Board  
**From:** Robin Hunt, Treasurer  
**Date:** 1/12/2012  
**Re:** 2011 Summer Tax Collection

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I have placed on the Consent Agenda the following item for your consideration:

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

The agreement with the Hartland and Brighton School Districts will be to collect the Operating (Non-Homestead) Levy of their School Tax on the Summer Tax Bill and the agreement with Howell Schools will be to collect the Operating (Non-Homestead) Levy as well as half of their Debt Levy to all parcels on the Summer tax.

The agreements, as in the past, will be at a fee of \$3.00 per parcel for this collection.

Please let me know if you have any questions. Thank you!

**GENOA CHARTER TOWNSHIP  
ORDINANCE NUMBER 110221-A**

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

**GENOA CHARTER TOWNSHIP ORDAINS:**

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

**Section 2. ENFORCING AGENCY DESIGNATED.** Pursuant to Section 8b(6) of The Stille-DeRossett Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1508b(6), Genoa Charter Township hereby elects to administer and enforce the 1972 PA 230, the Michigan Building Code, the Michigan Electrical Code, the Michigan Mechanical Code and the Michigan Plumbing Code. Genoa Charter Township shall also administer and enforce the respective provisions of the Michigan Residential, Rehabilitation, and Uniform Energy Codes and all applicable laws and ordinances. A government official registered in accordance with 1986 PA 54 shall be appointed to receive all fees, issue permits, plan reviews, notices, orders, and certificates of use and occupancy. All personnel performing plan reviews and inspections shall be registered in accordance with 1986 PA 54.

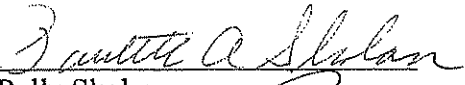
**Section 3. REPEALS.** All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

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

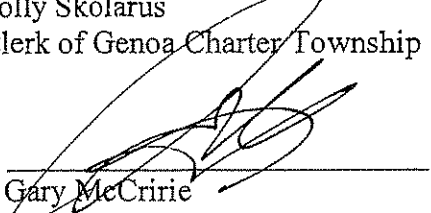
This ordinance duly adopted on February 21, 2011 at a regular meeting of the Genoa Charter Township Board of Trustees and will become effective April 7, 2011.

Date: February 21, 2011

Signed:

  
Polly Skolarus  
Clerk of Genoa Charter Township

Attested:

  
Gary McCrie  
Supervisor of Genoa Charter Township

**Approval of Consent Agenda:**

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

**1. Payment of Bills**

**2. Request to approve minutes: 02/07/11**

**3. Request for approval to direct staff to order the soccer field light fixtures from Standard Electric Company as specified in quote number 17-4662846 dated 2/15/11 at a cost not to exceed \$28,140.00.**

**4. Request for approval to authorize execution of the Line Extension Agreement and Certificate of Grade with DTE Energy to provide electrical service for the soccer field lighting at a cost not to exceed \$5,591.36.**

**Approval of Regular Agenda:**

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

**5. Request for approval of Resolution #1 to Proceed with the East and West Crooked Lake Aquatic Weed Control Project and Direct Preparation of the Plans and Cost estimates and set the first public hearing for March 7, 2011 at 6:30 p.m.**

Moved by Ledford, supported by Hunt, to have Ledford abstain from any action on this resolution since there is a personal benefit to her lake parcel. The motion carried unanimously. Moved by Smith, supported by Skolarus, to approve Resolution No. 1 (To proceed with the project and direct the preparation of plans and cost estimates and set the first public hearing). The first public hearing will be set for March 7, 2011. Skolarus asked that the annual fee be set at \$50.00 per year to cover the cost of the initial set-up of the district since the Township will be advancing funds initially from the General Fund. The motion carried by roll call vote as follows: Ayes – Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Abstain – Ledford.

**6. Request for approval and adoption of an ordinance # 110221-A to designate Genoa Charter Township as an enforcing agency for the Michigan Construction Code.**

Moved by Smith, supported by Wildman, to approve Ordinance 110221-A as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

**7. Request for approval of an amendment to the Building Permit Fee Schedule.**

Moved by Smith, supported by Ledford, to table the Building Permit Fee Schedule until the next regular meeting of the board so that a determination can be made that the fees are equal to or less than those used by the County. The motion carried unanimously.

GENOA TOWNSHIP  
CODE OFFICIAL EMPLOYMENT AGREEMENT

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

1. Employer hereby employs and Code Official hereby accepts employment subject to the terms of this Agreement as hereinafter set forth.
2. The Initial Term of this Agreement shall commence upon determination by the Michigan Construction Code Commission that Genoa Charter Township is permitted to enforce the single state construction code and end on December 31, 2012, unless sooner terminated by either party as provided herein. This Agreement shall extend for successive one (1) year terms unless terminated at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term as applicable.
3. The duties of the Code Official shall include such work as may be required by Employer together with the described duties as recited in **Attachment A** attached hereto. The Code Official position is a part time position. The Code Official shall work 32 hours per week for Employer with the specific hours to be reasonably determined by Chief Administrative Officer. In addition, the Code Official shall, at no cost, occasionally attend Township Board meetings as directed by the Township Manager, Supervisor, Clerk or Treasurer. Regular attendance is not contemplated at this time. If regular attendance is required in the future this contract may be modified.
4. During working hours, the Code Official shall devote his full time and attention and his best energies and abilities to the performance of such duties as may be assigned to him by Employer, and shall serve Employer faithfully and diligently and use his utmost endeavors to promote the interests of Employer.
5. The Code Official represents and warrants that he is licensed and properly registered as required by law and will comply with all applicable laws during the term of this Agreement including, but not limited to, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501, et.seq, the Building Officials and Inspectors Registration Act, MCL 338.2301, et.seq., and the Occupational Code, MCL 339.101, et.seq. The Code Official further warrants and represents that he will, during the term of this Agreement, enforce the Michigan Building Code and the Genoa Township Ordinances within Genoa Township on behalf of Employer. The Code Official further represents and warrants that he possesses all skills, knowledge and abilities to competently, timely and professionally perform the Services of the Code Official as required by law and that the services will be performed in a good and competent manner. The Code Official shall provide Employer with a copy of all licenses and registrations required by this Agreement.

6. This contract may be terminated without cause by the Township upon the giving of thirty (30) days notice to the Code Official. Likewise, the Code Official may terminate this contract on thirty (30) days notice to the Township.
7. Employer agrees to pay Code Official and Code Official agrees to accept as compensation, Forty-Nine thousand, Six Hundred Four and 00/100 Dollars (\$49,604) per year based on twelve months. Payment for the 2011 year shall be pro-rated based on actual months worked. The sums shall be paid to the Code Official in equal biweekly payments during the term of the contract. The Code Official shall submit weekly time sheets to the Township Manager or Chief Administrative Officer as directed.
8. Employer agrees to pay the Code Official for incidental expenses incurred in relation to activities approved by the Township in accordance with Township policies.
9. The Code Official shall have all other benefits as described in the Genoa Township Personnel and Policy Manual as may be modified from time to time by the Employer.
10. The Agreement shall be binding upon and inure to the benefit of the Code Official and his heirs and assigns and personal representatives and the Township of Genoa, a general law township.

IN WITNESS WHEREOF, the Township, through its Supervisor and Clerk, have executed this Agreement after grant of authority to do so by the Genoa Township Board on November 7, 2011 and Dennis Smith, the Code Official, has set his hand and seal, on the date indicated.

WITNESSETH:

Duane Zerby

[Signature]

GENOA TOWNSHIP – EMPLOYER

By: [Signature]  
Gary T. McCririe

Its Supervisor  
Dated: NOV, 8 2011

By: [Signature]  
Paulette A. Skolarus

Its Clerk  
Dated: NOV, 8, 2011

CODE OFFICIAL

[Signature]

Dennis Smith  
Dated: NOVEMBER, 8, 2011



## **ATTACHMENT A CODE OFFICIAL RESPONSIBILITIES**

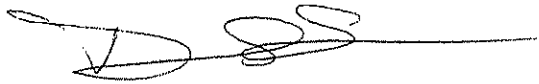
The following are responsibilities of the Building Code Official:

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

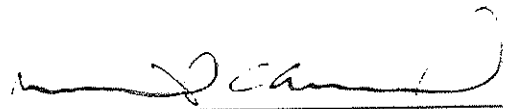
LETTER OF UNDERSTANDING  
ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN DENNIS SMITH  
AND GENOA CHARTER TOWNSHIP

Dennis Smith has been employed by Genoa Charter Township as a Building Official. Dennis Smith and the Township have executed a separate agreement specifying the terms and conditions of this employment. The intent of this Letter of Understanding is to further describe the Township's expectations in terms of Mr. Smith's work schedule.

Mr. Smith is expected to work 32 hours per week. His typical work day will include a 30 minute paid lunch. A typical work week will consist of four, six and one half hours per day (4 @ 6.5 hours) and one six hour day (1 @ 6 hours). The number of actual hours worked each day may vary depending on Building Department activity and schedule. Mr. Smith will coordinate any changes to this schedule with the Township Manager.



Dennis Smith  
Building Official



Michael Archinal  
Township Manager

GENOA TOWNSHIP  
PLUMBING AND MECHANICAL INSPECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between, GENOA TOWNSHIP, with office at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as "Employer" and Scott Herzberg, of 1184 Butternut Court, Fenton, Michigan 48430 hereinafter referred to as "Plumbing and Mechanical Inspector."

1. Employer hereby employs and Plumbing and Mechanical Inspector hereby accepts employment subject to the terms of this Agreement as hereinafter set forth.
2. The Initial Term of this Agreement shall commence upon determination by the Michigan Construction Code Commission that Genoa Charter Township is permitted to enforce the single state construction code and end on December 31, 2012, unless sooner terminated by either party as provided herein. This Agreement shall extend for successive one (1) year terms unless terminated at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term as applicable.
3. The duties of the Plumbing and Mechanical Inspector shall include such work as may be required by Employer to administer and enforce the Michigan Plumbing and Mechanical Codes including plan review and inspection services. The Plumbing and Mechanical Inspector position is a part time position. The Plumbing and Mechanical Inspector shall work those hours necessary to assure compliance with applicable statutes and provide a high level of customer service. The specific hours will be reasonably determined by the Chief Administrative Officer.
4. During working hours, the Plumbing and Mechanical Inspector shall devote his full time and attention and his best energies and abilities to the performance of such duties as may be assigned to him by Employer, and shall serve Employer faithfully and diligently and use his utmost endeavors to promote the interests of Employer.
5. The Plumbing and Mechanical Inspector represents and warrants that he is licensed and properly registered as required by law and will comply with all applicable laws during the term of this Agreement including, but not limited to, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501, et.seq, the Building Officials and Inspectors Registration Act, MCL 338.2301, et.seq., and the Occupational Code, MCL 339.101, et.seq. The Plumbing and Mechanical Inspector further warrants and represents that he will, during the term of this Agreement, enforce the Michigan Building Code and the Genoa Township Ordinances within Genoa Township on behalf of Employer. The Plumbing and Mechanical Inspector further represents and warrants that he possesses all skills, knowledge and abilities to competently, timely and professionally perform the Services of the Plumbing and Mechanical Inspector as required by law and that the services will be performed in a good and competent manner. The Plumbing and Mechanical Inspector shall provide Employer with a copy of all licenses and registrations required by this Agreement.

7. Employer agrees to pay Electrical Inspector and Electrical Inspector agrees to accept as compensation, Fifty dollars (\$50.00) per hour. The sums shall be paid to the Electrical Inspector in biweekly payments during the term of the contract. The Electrical Inspector shall submit weekly time sheets to the Chief Administrative Officer as directed.
8. Employer agrees to pay the Electrical Inspector for incidental expenses incurred in relation to activities approved by the Township in accordance with Township policies.
9. The hourly rate shall represent the entire compensation due the Electrical Inspector. No other benefits shall accrue to the Electrical Inspector.
10. The Agreement shall be binding upon and inure to the benefit of the Electrical Inspector and his heirs and assigns and personal representatives and the Township of Genoa, a Charter Township.

IN WITNESS WHEREOF, the Township, through its Supervisor and Clerk, have executed this Agreement after grant of authority to do so by the Genoa Township Board on November 7, 2011 and Anton M. Tomasin, the Electrical Inspector, has set his hand and seal, on the date indicated.

WITNESSETH:

Diane Zerby

[Signature]

GENOA TOWNSHIP - EMPLOYER

By: [Signature]

Gary T. McCrie

Its Supervisor

Dated: NOV 8, 2011

By: [Signature]

Paulette A. Skolarus

Its Clerk

Dated: 11/8, 2011

CODE OFFICIAL

[Signature]

Anton M. Tomasin

Dated: NOVEMBER 3, 2011

GENOA TOWNSHIP  
ELECTRICAL INSPECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between, GENOA TOWNSHIP, with office at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as "Employer" and Anton M. Tomasin, of 4850 Hosner Road, Metamora, Michigan 48455 hereinafter referred to as "Electrical Inspector."

1. Employer hereby employs and Electrical Inspector hereby accepts employment subject to the terms of this Agreement as hereinafter set forth.
2. The Initial Term of this Agreement shall commence upon determination by the Michigan Construction Code Commission that Genoa Charter Township is permitted to enforce the single state construction code and end on December 31, 2012, unless sooner terminated by either party as provided herein. This Agreement shall extend for successive one (1) year terms unless terminated at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term as applicable.
3. The duties of the Electrical Inspector shall include such work as may be required by Employer to administer and enforce the Michigan Electrical Codes including plan review and inspection services. The Electrical Inspector position is a part time position. The Electrical Inspector shall work those hours necessary to assure compliance with applicable statutes and provide a high level of customer service. The specific hours will be reasonably determined by the Chief Administrative Officer.
4. During working hours, the Electrical Inspector shall devote his full time and attention and his best energies and abilities to the performance of such duties as may be assigned to him by Employer, and shall serve Employer faithfully and diligently and use his utmost endeavors to promote the interests of Employer.
5. The Electrical Inspector represents and warrants that he is licensed and properly registered as required by law and will comply with all applicable laws during the term of this Agreement including, but not limited to, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501, et.seq, the Building Officials and Inspectors Registration Act, MCL 338.2301, et.seq., and the Occupational Code, MCL 339.101, et.seq. The Electrical Inspector further warrants and represents that he will, during the term of this Agreement, enforce the Michigan Building Code and the Genoa Township Ordinances within Genoa Township on behalf of Employer. The Electrical Inspector further represents and warrants that he possesses all skills, knowledge and abilities to competently, timely and professionally perform the Services of the Electrical Inspector as required by law and that the services will be performed in a good and competent manner. The Electrical Inspector shall provide Employer with a copy of all licenses and registrations required by this Agreement.
6. This contract may be terminated without cause by the Township upon the giving of thirty (30) days notice to the Electrical Inspector. Likewise, the Electrical Inspector may terminate this contract on thirty (30) days notice to the Township.

6. This contract may be terminated without cause by the Township upon the giving of thirty (30) days notice to the Plumbing and Mechanical Inspector. Likewise, the Plumbing and Mechanical Inspector may terminate this contract on thirty (30) days notice to the Township.
7. Employer agrees to pay Plumbing and Mechanical Inspector and Plumbing and Mechanical Inspector agrees to accept as compensation, Fifty dollars (\$50.00) per hour. The sums shall be paid to the Plumbing and Mechanical Inspector in biweekly payments during the term of the contract. The Plumbing and Mechanical Inspector shall submit weekly time sheets to the Chief Administrative Officer as directed.
8. Employer agrees to pay the Plumbing and Mechanical Inspector for incidental expenses incurred in relation to activities approved by the Township in accordance with Township policies.
9. The hourly rate shall represent the entire compensation due the Plumbing and Mechanical Inspector. No other benefits shall accrue to the Plumbing and Mechanical Inspector.
10. The Agreement shall be binding upon and inure to the benefit of the Plumbing and Mechanical Inspector and his heirs and assigns and personal representatives and the Township of Genoa, a Charter Township.

IN WITNESS WHEREOF, the Township, through its Supervisor and Clerk, have executed this Agreement after grant of authority to do so by the Genoa Township Board on November 7, 2011 and Scott Herzberg, the Plumbing and Mechanical Inspector, has set his hand and seal, on the date indicated.

WITNESSETH:

Diane Zerby

[Signature]

GENOA TOWNSHIP - EMPLOYER

By: [Signature]  
Gary T. McCririe

Its Supervisor  
Dated: NOV 7, 2011

By: [Signature]  
Paulette A. Skolarus

Its Clerk  
Dated: 11 / 8, 2011

CODE OFFICIAL

[Signature]  
Scott Herzberg

Dated: November 3, 2011

**To:** Michael C. Archinal, Manager  
**Cc:** Township Board  
Planning Commission  
**From:** Kelly VanMarter, Planning Director  
**Date:** January 12, 2012  
**Re:** Planning Commission Annual Report for 2011

**Manager Review:** .....

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In accordance with P.A. 33 of 2008, as amended, MCL 125.3801 et seq Michigan Planning Act, please find the attached annual report regarding Planning Commission activities for 2011. Please feel free to contact me if you have any questions. The report is provided as follows:

**PUD Amendments**

The Planning Commission processed 1 PUD amendment with a site plan.

**Special Use Permits**

The Planning Commission reviewed and held public hearings on 4 special use permit requests.

**Site Plans**

The Planning Commission processed 1 site plan and 1 site plan extension request.

**Sketch Plans**

The Planning Commission processed 1 sketch plan.

Sincerely,

Kelly VanMarter  
Planning Director

Meeting Date	Case Number	Project Name	Review Type	Action
January 10, 2011	11-01	Comcast Addition	Site Plan	Tabled
	--	Sherston Office	Site Plan Approval Extension	Approved
March 14, 2011	11-01	Comcast Addition	Site Plan	Recommended Approval
April 11, 2011	11-02	Sunoco Storage Tank	Special Land Use Site Plan	Recommended Approval
May 9, 2011	11-03	Precision Stamping Addition	Special Land Use Site Plan	Recommended Approval
July 11, 2011	11-05	Liberty Church Paving	Sketch Plan	Approved
Sept. 12, 2011	11-06	2142 Church Redevelopment	Special Land Use and Site Plan	Recommended Approval
October 11, 2011	11-07	Culvers Restaurant	PUD Amendment Site Plan	Tabled
Nov. 14, 2011	11-07	Culvers Restaurant	PUD Amendment Site Plan	Recommended Approval
Dec. 12, 2011	11-08	SWAT Elite Sports	Special Land Use Sketch Plan	Recommended Approval



## MEMORANDUM

TO: Township Board

FROM: Michael Archinal, Manager

DATE: 1/13/12

RE: Industrial Resin Recycling

This matter was tabled at the December 5, 2011 meeting with the following items of concern:

- All fire issues will be resolved as determined by fire inspectors;
  - There will be a 20% reduction in outdoor storage each month with removal of all materials within five months;
  - Necessary permits will be obtained;
  - This item is tabled until the January 17th regular meeting of the board.
  - Industrial Resin Recycling will provide aerial photos (to be compared with those photos submitted this evening) of work as it progresses with regard to the removal of outdoor storage.
- The motion carried as follows: Ayes - Ledford, Smith, Hunt, Wildman, Mortensen and Skolarus. Nay - McCririe.

The building owner has provided a synopsis showing progress related to fire safety concerns. The Brighton Area Fire Department will have to address these issues.

I have observed today that there has been some reduction in the amount of stored material on the site. I am unable to quantify the percentage of reduction. Per your previous action it is the imperative of Industrial Resin Recycling to convince you that the amount of reduction meets your expectations.

I recommend that the Board consider the information provided by the applicant and either:

1. Delay enforcement action to allow continued efforts on the part of the applicant.
2. Revoke the special use permit and compel compliance with Township Ordinance utilizing all remedies under law as appropriate.

7. Request for approval to terminate the Special Land Use and Site Plan approval for Industrial Resin Recycling, Inc., 1480 Grand Oaks Drive, Howell, MI.

Planner VanMarter - I have provided information related to the revocation of a special use permit for Industrial Resin Recycling. The conditions placed on the Special Use Permit granted by the Board on 10/04/2010 have not been met. Specifically, (a) impervious surface has not been reduced, (b) the area occupied by outside storage has increased, (c) the storage racks have increased in both quantity and height, (d) the Township did not receive a request to renew the special use by November 1, 2011, (e) the landscaping was not completed by June 1, 2011, and (f) the requirements of the Brighton Area Fire Department have not been met. Article 19, Section 19.02.04 (k) provides in pertinent part "non-compliance with the requirements and conditions approved for the Special Land Use.

Building Official Smith - I observed the following violations:

1. Impervious surface needs to be removed in order to improve drain water management.
2. Racks need to be reduced from a 12' to 8' in height. They exceed 20' in height.
3. Materials stored on the site in outside storage will should be non-toxic. Combustible junk and debris were observed throughout the property. The junk and debris consists of highly combustible materials and are considered an immediate danger.
4. Cardboard and other combustible materials were observed though-out the site with no clear control of the refuse.

Fire Inspector O'Brien - A fire lane does not remain unobstructed as required. A 55-foot turning radius for the fire trucks does not appear to be provided. Adequate address numbering is not in place. There is no fire alarm protection or portable fire extinguishers. Emergency exits are obstructed and emergency lighting is missing. Photographs were taken on my site visit and I have included photographs taken by Fire Inspector Brookins.

Bob Houston of Industrial Resin Recycling- In 120 days we can have 50% of this site improved. We are only short six maples trees with regard to the landscaping.

McCrie - You have been given years to improve the site and it only keeps getting worse.

Skolarus - Should we deny this request it will only end up in court and the court will allow them five or six months to clean up the site. I do not want to see any outdoor storage on this site. It is a sty and a fire hazard.

Mortensen - We should allow them 30 days to clean up the site with requirements for reduction of storage.

Archinal - The township staff has spent untold hours trying to resolve this issue. The burden should now be placed on the petitioner for resolution.

A call to the public was made with no response.

Attorney Mancuso - With regard to the practical options regarding the Board's decision, I suggested that the Board either (1) vote to revoke Industrial Resin Recycling's (IRR) Special Use

Permit in accordance with the provisions of Article 19 of the Zoning Ordinance, or (2) vote to table with conditions item #7 until the next Board Meeting.

Moved by Hunt supported by Skolarus, to table with conditions as follows:

- All fire issues will be resolved as determined by fire inspectors;
  - There will be a 20% reduction in outdoor storage each month with removal of all materials within five months;
  - Necessary permits will be obtained;
  - This item is tabled until the January 17th regular meeting of the board.
  - Industrial Resin Recycling will provide aerial photos (to be compared with those photos submitted this evening) of work as it progresses with regard to the removal of outdoor storage
- The motion carried as follows: Ayes - Ledford, Smith, Hunt, Wildman, Mortensen and Skolarus.  
Nay - McCririe.

AS OF 1-11-2012

Bob,

12/23/11

Here is what needs to be accomplished before the 16<sup>th</sup> inspection:

- ...Road signs; "No Parking Fire Lane": code is every 150ft...complete
- ...Exterior discharge lighting at the three fire escape doors...complete
- ...Impact protection at three escape doors...dis-assembly, maintenance and front parking lot...target 3/1
- ...Remove obstructions from around door in maintenance ... complete
- ...Two fire extinguishers for fuel tank area...rated 40-B... complete
- ...Impact suppression around propane ...target date 1/18/12
- ...Eye wash station...complete
- ...Flammable liquid cabinets in maintenance...complete
- ...Metal containers for flammable liquids...complete
- ...Circuit breakers in plant must be labeled...target 1/14/12
- ...Covers on all electrical circuit boxes and junction boxes...complete
- ...Spill protection plan...complete
- ...MSDS sheets ...need list from Greg...complete
- ...Escape door for north dock area exit...target 1/16/12
- ...Office lobby door exit sign...complete
- ...Clean vacuum cobwebs from necessary areas...on-going
- ...Block-up rear storage room...target 1/20/12
- ...Cut holes in Plywood above #1...complete
- ...Fire training for personnel...complete
- ...Remove un-necessary extension cords...complete

1-10-2012



10-28-2011



TOTAL RACKS/Guyloads Dumped — 851

TOTAL RACKS sent to Fowterville — 922

TOTAL 1773

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 1-10-12

1st Shift

	Number of RACKS Completed	RETURABLE CONTAINERS	Carroll Borg	Employee Initials/shift	
	30	20	4		



Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 1-6-12

1st Shift

	Number of RACKS Completed		Customer Removal Capacity	Barrel Count	Employee Initials/shift	
	36		30	28		

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 1-05-12

1st Shift

	Number of RACKS Completed		CUSTOMER CONTAINERS	GRAVEL POT	Employee Initials/shift	
	10		20	30	CLW	

Industrial Resin Recycling, Inc.  
 Daily YARD RACKS

DATE 01-04-12

1st Shift

	Number of RACKS Completed		Customer Returnable CONTAINERS	Garage Boxes	Employee Initials/shift	
	8		30	30	Cow	1st

Industrial Resin Recycling, Inc.  
 Daily YARD RACKS

DATE 01-03-12

	Number of RACKS Completed		CUSTOMER RETURNED CONTAINERS	Bob GARY	Employee Initials/shift	
1st Shift	40		36	3	CW	1ST

6 AXLE TRAILER

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-20-11

1st Shift

	Number of RACKS Completed		CUSTOMER RETURNABLE CONTAINERS	Pods	Employee Initials/shift	
	11		36	20	Cew	18 ✓

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-29-11

1st Shift

	Number of RACKS Completed		Customer Return Containers	20 Bobes	Employee Initials/shift	
	18		23	20		

18 RACKS

20 bobes

23 customer  
Return  
CONTAINERS

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-28-11

1st Shift

	Number of RACKS Completed		CUSTOMER RETURNABLE CONTAINERS	Bags	Employee Initials/shift	
	56		25	10	Clw	1st

BIG 8 AXLE DUMPSTER

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-22-11

1st Shift

	Number of RACKS Completed				Employee Initials/shift	
	70				Zesus	

Big 8 Area Dumpster



Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-27-11

1st Shift

	Number of RACKS Completed		CUSTOMER RETURNS CONTAINERS	Boxes	Employee Initials/shift	

1ST LOAD 12 RACKS 20 Boxes 16 CUSTOMER RETURNS CONTAINERS

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-07-11

	Number of RACKS Completed	Resin Waste CONTAINERS	Bales	Employee Initials/shift	
1st Shift	26	44		29	Car 1st

1st LOAD 14 RACKS 30 Gaylord Bales 12 Resin Waste CONTAINERS  
 2nd LOAD 12 14 Gaylord Bales 17 Resin Waste CONTAINERS

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-09-11

1st Shift

	Number of RACKS Completed		CUSTOMER RETURNABLE CONTAINERS	<del>Boxes</del>	Employee Initials/shift	
		14	8	10	CLW	

1st LOAD 14 RACKS 8 RETURNABLE CONTAINERS 10 BOXES

Industrial Resin Recycling, Inc.  
Daily YARD RACKS

DATE 12-13-11

1st Shift

	Number of RACKS Completed		Customer RETURN CONTAINERS	Boxes Misc	Employee Initials/shift	
	80		12	15	CEW	1st

8 AXLE 68 RACKS

DUMP TRAILER 18 RACKS 12 RETURNABLE CONTAINERS 15 Boxes

## FINDINGS

The September 12, 2011, Application to Administer and Enforce the State Construction Code and the related public acts submitted by Genoa Charter Township has been reviewed. The standard for review is Section 8b(6) of 1972 PA 230, MCL 125.1508b(6) and the Part 2 Rules for Permits, Inspections and Fees R408.30201 and R408.30221.

- 1.) Referring to Sections III A1, III A2, III A3 and III A4, the township has identified its costs for providing building, electrical, mechanical and plumbing inspection as \$63.34 per hour, \$61.42 per hour, \$61.42 per hour and \$61.42 per hour, respectively. The bureau finds these costs acceptable.
- 2.) Referring to Section III B, the township provides examples of potential fees for building permits. However, the building permit fees are not compared to the township's cost of \$63.34 per hour.
- 3.) Referring to Section III C, the township provides a comparison of its building permit fees to that of the bureau and seven other enforcing agencies. The fees for the bureau are accurate except the one for a 250 square foot residential deck. The bureau building permit fee is \$145.00 and not \$185.25.
- 4.) Using the costs developed by the township, a comparison of the electrical, mechanical and plumbing permit fee is provided in Exhibits A, B, C. The exhibits show the difference in the fees charged and the costs of the services for the township and the bureau. The bureau believes that the difference between the fee and the service costs should be reasonable and not be used to generate revenue for other purposes.
- 5.) The Livingston County Board of Commissioners has submitted a resolution, Exhibit D, urging the bureau to recommend a denial of the township's application. The resolution states that the township's application is contrary to Governor Snyder's direction for consolidation of services and is potentially harmful to the taxpayers and citizens of Livingston County.
- 6.) The Home Builders Association of Livingston County has submitted a letter, Exhibit E, opposing the township's application. The letter states that the township cannot show any complaints regarding the services provided by the county. There has not been a showing of need by the township and there is not enough permit activity to justify a township building department. The township's application is contrary to the concept of economies of scale.
- 7.) Livingston County Habitat for Humanity has submitted a letter opposing the township's application, Exhibit F. The letter states that a decrease in the jurisdiction of Livingston County will cause an increase of permitting fees, which would affect the entire county.
- 8.) Jim Rowell submitted a letter, Exhibit G, which questions the township fee structure and the viability of the proposed building department.

9.) The bureau has received a petition in opposition of the township's application, which has 171 signatures from township residents.

10.) Three opinion letters regarding the township application published in the Livingston County Daily Press & Argus, Exhibit H.

**RECOMMENDATION:** Genoa Township, with the exception of items 2 and 4 above, has demonstrated the ability to administer and enforce the code as outlined in MCL 125.1508b(6). However, this subsection states "but not limited to," which provides the commission with the ability to consider other things. There is substantial opposition to this application and the affect goes beyond the limits of the township. In the memory of the bureau there has not been such a contested application.

Governor Snyder has explicitly stated that governments in Michigan should consider consolidation of service. By Executive Order 2011-5, an Inspection and Permitting Advisory Rules Committee has been convened. One of the issues being studied is what constitutes the most viable construction enforcing agency structure to serve the citizens of Michigan.

Therefore, it is the recommendation of the Bureau of Construction Codes that there be a moratorium on approval of new enforcing agencies until the Inspection and Permitting Advisory Rules Committee concludes its work.

IJP/jk

**MANCUSO & CAMERON, P.C.***Board Correspondence*  
ATTORNEYS AND COUNSELORSDOUGLAS D. CAMERONFRANK J. MANCUSO, JR.VICTORIA L. LESNER

January 11, 2012

Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

Re: Tower Lease With Option between T-Mobile and Genoa Township

Dear Ms. VanMarter:

One of the requirements of the Genoa Township Board's October 4, 2010 approval of the impact assessment and site plan for the Oak Pointe wireless communication equipment shelter facility was that: "The Township attorney will provide documentation to the Township Board indicating when the T-Mobile option to lease expires. The land use permit will not be provided for construction of the outbuilding until the T-Mobile option to lease has expired." (See condition #2).

I have reviewed the Tower Lease With Option agreement between Genoa Township and T-Mobile Central, LLC, including the Addendum to Tower Lease With Options (collectively, the "Agreement") in this regard. My conclusion is that the Tower Lease with Option agreement has long expired. My opinion is based on the following: The Lease contained a 12 month Option Period beginning on the Commencement Date (as defined in the agreement) and the ability for T-Mobile to extend the Option Period for an additional 12 months upon written notice and payment of the "Additional Option Fee." The Commencement Date is defined in the Agreement as "the date of execution by the last party to sign." The Agreement was last executed by Tami Nystrom of T-Mobile on December 31, 2007. You have advised me that T-Mobile did not elect in writing to extend the Option Period for the additional 12 months and did not pay the Additional Option Fee. Therefore, according to its terms, the Agreement expired on December 31, 2008 (if T-Mobile had exercised the 12 month extension, the Agreement would have expired on December 31, 2009).

If you should have any questions, please let me know.

Sincerely,

MANCUSO &amp; CAMERON, PC

  
Frank J. Mancuso, Jr.

FJM/kdl