

GENOA CHARTER TOWNSHIP BOARD

**Regular Meeting
February 15, 2016
6:30 p.m.**

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public (Public comment will be limited to two minutes per person)*:

Approval of Consent Agenda:

1. Payment of Bills.
2. Request to Approve Minutes: Feb.1, 2016

Approval of Regular Agenda:

3. Public hearing for the Sundance Trail Road Improvement Project Special Assessment District.
 - A. Call to the Property Owners and to the Public.
 - B. Request for approval of Resolution #5 [confirming the special assessment roll] for the Sundance Trail Road Improvement Project Special Assessment District.
4. Third review for draft of all General Fund Budgets related to the Fiscal Year beginning April 1, 2016 through March 31, 2017.
5. Request for approval of budget and rate proposals for the Lake Edgewood Sanitary Sewer System, the Oak Pointe Sanitary Sewer System and the Oak Pointe Water System as recommended by Utility Director Greg Tatara.
6. Request for approval of 2016-2021 Intergovernmental Operations Contract, Allocation Percentage and Fiscal Year 2017 Operating Budget as recommended by Utility Director Greg Tatara.
7. Request to modify sanitary sewer service for Tax Parcel ID 11-11-100-024 by increasing area from 3 to 7.18 acres, decreasing density from 3 lots to 2 lots and allowing grinder pumps.
8. Consider approval of two Requests to Change Authorizations from Tetra Tech for preparation of easement legal descriptions in the amount of \$6,650 and geotechnical investigation and final contract preparation in the amount of \$6,000. These changes are related to the 2016 Grand River Sidewalk Project.

9. Receipt of the Brighton Area Fire Authority Annual Report.

10. Receive 2016 Compensation Analysis from the Human Resources Director.

Correspondence
Member Discussion
Adjournment

*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: February 15, 2016

TOWNSHIP GENERAL EXPENSES: Thru February 15, 2016	\$113,025.97
February 12, 2016 Bi Weekly Payroll	\$76,469.56
OPERATING EXPENSES: Thru February 15, 2016	\$183,724.68
TOTAL:	<u>\$373,220.21</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
32498	BYRWA	David Byrwa	02/03/2016	150.00
32499	CRAMPTON	Crampton Electric Co., Inc.	02/03/2016	1,165.12
32500	DTE EN	DTE Energy	02/03/2016	142.75
32501	Dyk	Dykema Gossett, PLLC	02/03/2016	3,036.00
32502	Knock	Knock 'em Out Pest Control	02/03/2016	165.00
32503	LivCTrea	Livingston County Treasurer	02/03/2016	561.90
32504	Mancuso	Mancuso & Cameron, P.C.	02/03/2016	2,013.50
32505	MASTER M	Master Media Supply	02/03/2016	177.84
32506	MCCRIRIE	Gary McCririe	02/03/2016	62.92
32508	MROCZKA	Laura Mroczka	02/03/2016	150.00
32509	Perfect	Perfect Maintenance Cleaning	02/03/2016	565.00
32510	AMER PLA	American Planning Association	02/03/2016	475.00
32511	Americ G	American General Life Insuranc	02/03/2016	290.00
32512	Duncan	Duncan Disposal Systems	02/03/2016	79,279.20
32513	COOPERST	Cooper's Turf Management LLC	02/09/2016	4,996.75
32514	Neopost	Neopost USA Inc	02/09/2016	162.00
32515	Net serv	Network Services Group, L.L.C.	02/09/2016	90.00
32516	TheSign	The Sign Works	02/09/2016	405.00
32517	AmerAqua	American Aqua	02/15/2016	62.00
32518	ARCHINAL	Michael Archinal	02/15/2016	280.80
32519	BUS IMAG	Business Imaging Group	02/15/2016	52.44
32520	COMCAST	Comcast	02/15/2016	324.62
32521	CONTINEN	Continental Linen Service	02/15/2016	108.02
32522	DTE LAKE	DTE Energy	02/15/2016	1,221.42
32523	Mancuso	Mancuso & Cameron, P.C.	02/15/2016	2,969.50
32524	MASTER M	Master Media Supply	02/15/2016	447.34
32525	MOS	Michigan Office Solutions	02/15/2016	122.01
32526	OEX	Office Express Inc.	02/15/2016	184.14
32527	Seward	Seward Peck & Henderson PLLC	02/15/2016	2,835.00
32528	StatMi	State of Michigan	02/15/2016	9,843.29
32529	TRI COUN	Tri County Supply, Inc.	02/15/2016	387.41
32530	VANMART	Kelly VanMarter	02/15/2016	300.00

Report Total:

113,025.97

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 02/04/2016 - 15:02

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13566	EFT-FED	EFT- Federal Payroll Tax	02/12/2016		7,408.30 4,467.78 4,467.78 1,044.91 1,044.91
Check 13566 Total:					18,433.68
13567	EFT-PENS	EFT-Payroll Pens Ln Pyts	02/12/2016		2,823.39 72.53
Check 13567 Total:					2,895.92
13568	EFT-PRIN	EFT-Principal Retirement 457	02/12/2016		1,007.00
Check 13568 Total:					1,007.00
13569	EFT-ROTH	EFT-Principal Roth	02/12/2016		615.00
Check 13569 Total:					615.00
13570	EFT-TASC	EFT-Flex Spending	02/12/2016		444.43 646.21
Check 13570 Total:					1,090.64

Report Total:

	24,042.24
2/12/16	+ 52,427.32
	<hr/>
Payroll	\$ 76,469.56

Genoa Charter Township
User: angie

Electronic Clearinghouse
Distribution Report

Printed: 02/09/16 14:53
Batch: 612-02-2016

Account Number	Debit	Credit	Account Description
101-000-002-000	0.00	52,427.32	Cash-checking Account Only
101-000-259-000	52,427.32	0.00	Payroll Direct Deposit
	52,427.32	52,427.32	
Report Totals:	52,427.32	52,427.32	

4:19 PM

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

January 27 through February 15, 2016

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	02/01/2016	2899	Brighton Analytical L.L.C.	Laboratory costs	-77.00
Bill Pmt -Check	02/01/2016	2900	GENOA TWP DPW FUND		-10,937.82
Bill Pmt -Check	02/01/2016	2901	MHOG Utilities	7817 BENDIX	-95.61
Bill Pmt -Check	02/08/2016	2902	Brighton Analytical L.L.C.		-231.00
Bill Pmt -Check	02/08/2016	2903	DTE Energy	Electric Bills 11/28 to 02/01/216	-81.07
Bill Pmt -Check	02/10/2016	2904	DTE Energy	Electric Bills 12-30 to 2-2-2016	-4,556.56
Bill Pmt -Check	02/15/2016	2905	Complete Battery Source	SUPPLIES	-13.20
Bill Pmt -Check	02/15/2016	2906	Cooper's Turf Management	Snow plowing	-165.00
Bill Pmt -Check	02/15/2016	2907	GENOA TWP-OAK POINTE OPERATI	Grinder Pump Repair Re-Imburse	-9,196.90
Bill Pmt -Check	02/15/2016	2908	GENOA TWP DPW FUND	SHARED COST 12-31-15 REVIEW	-10,453.92
Bill Pmt -Check	02/15/2016	2909	PVS NOLWOOD CHEMICALS, INC	supplies-chemicals	-932.00
Bill Pmt -Check	02/15/2016	2910	Tetra Tech Inc.	Project # 117-1045032	-1,006.07
Bill Pmt -Check	02/15/2016	2911	USA BLUE BOOK	Supplies	-202.57
Total					-37,948.72

4:21 PM

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

January 27 through February 15, 2016

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	02/01/2016	3540	GENOA TWP DPW FUND		-41,613.57
Bill Pmt -Check	02/01/2016	3541	MHOG UTILITIES	9-30-15 THRU 12-31-2015	-34,910.98
Bill Pmt -Check	02/01/2016	3542	USA Bluebook	SUPPLIES	-1,943.22
Bill Pmt -Check	02/01/2016	3543	Utilities Instrumentation Service	MHOG15.8.560	-2,725.00
Bill Pmt -Check	02/08/2016	3544	CONSUMERS ENERGY	GAS SERVICE	-767.77
Bill Pmt -Check	02/08/2016	3545	DTE ENERGY	Electric bills 12-29 TO 2-01-2016	-507.09
Bill Pmt -Check	02/10/2016	3546	DTE ENERGY	Electric bills 12-30 TO 2-01-2016	-4,536.95
Bill Pmt -Check	02/15/2016	3547	COOPERS TURF MANAGEMENT, LLC		-854.00
Bill Pmt -Check	02/15/2016	3548	Detroit Pump & Mfg. Co.	Supplies	-511.04
Bill Pmt -Check	02/15/2016	3549	FASTENAL		-1,554.21
Bill Pmt -Check	02/15/2016	3550	GENOA TWP DPW FUND	Maintenance/ Billing Fees February 2016	-39,496.66
Bill Pmt -Check	02/15/2016	3551	GRAINGER	SUPPLIES	-401.61
Bill Pmt -Check	02/15/2016	3552	HOWELL TRUE VALUE HARDWARE	Supplies	-67.77
Bill Pmt -Check	02/15/2016	3553	KENNEDY INDUSTRIES INC.		-3,080.50
Bill Pmt -Check	02/15/2016	3554	MICHIGAN CAT	RF-WO-5943359	-2,610.41
Bill Pmt -Check	02/15/2016	3555	NORTHWEST PIPE AND SUPPLY, INC.		-264.95
Bill Pmt -Check	02/15/2016	3556	Sherwin-Williams	Paint and Supplies	-722.08
Bill Pmt -Check	02/15/2016	3557	STANDARD ELECTRIC		-221.40
Bill Pmt -Check	02/15/2016	3558	USA Bluebook	SUPPLIES	-1,203.88
Total					-137,993.09

3:07 PM

#595 PINE CREEK W/S FUND
Payment of Bills
January 27 through February 15, 2016

Type Date Num Name Memo Amount

no checks issued

4:15 PM

#503 DPW UTILITY FUND
Payment of Bills
January 27 through February 15, 2016

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill Pmt -Check	02/01/2016	3482	Advanced Auto Parts	Supplies	-45.98
Bill Pmt -Check	02/01/2016	3483	DELUXE BUSINESS PRODUCTS	Office supplies	-84.85
Bill Pmt -Check	02/01/2016	3484	Greg Tatara	Monthly Car Allowance February 2016	-500.00
Bill Pmt -Check	02/01/2016	3485	Grundy Ace of Howell	Ice Scraper	-9.99
Bill Pmt -Check	02/01/2016	3486	HUMPHRISS	Monthly Car Allowance February 2016	-250.00
Bill Pmt -Check	02/01/2016	3487	Pfeffer-Hanniford-Palka	Professional Services	-750.00
Bill Pmt -Check	02/01/2016	3488	TalentWise Inc	Background Check Burda, Austin Rupert	-154.00
Bill Pmt -Check	02/01/2016	3489	USABlueBook	supplies	-375.45
Bill Pmt -Check	02/01/2016	3490	Wal-Mart Community	SUPPLIES	-196.37
Bill Pmt -Check	02/03/2016	3491	Brighton Urgent Care		-102.00
Bill Pmt -Check	02/03/2016	3492	NWEA	Chris Lewis Class	-130.00
Bill Pmt -Check	02/09/2016	3493	PAETEC	Answering Service	-28.60
Bill Pmt -Check	02/09/2016	3494	Port City Communications, Inc.	Call Center	-221.11
Bill Pmt -Check	02/15/2016	3495	Auto Zone	WIPER BLADES	-15.49
Bill Pmt -Check	02/15/2016	3496	Advanced Auto Parts	VECHICLE MAINTENANCE	-41.03
Bill Pmt -Check	02/15/2016	3497	Business Imaging Group	Business Cards MHOG	-460.59
Bill Pmt -Check	02/15/2016	3498	Fastenal Company	TOOLS	-79.99
Bill Pmt -Check	02/15/2016	3499	Gordon Food Service	supplies	-44.93
Bill Pmt -Check	02/15/2016	3500	Grainger		-100.57
Bill Pmt -Check	02/15/2016	3501	LOWE'S		-1,685.86
Bill Pmt -Check	02/15/2016	3502	Mancuso & Cameron	MHOG Vactor Truck	-20.00
Bill Pmt -Check	02/15/2016	3503	Staples Credit Plan	SUPPLIES	-605.41
Bill Pmt -Check	02/15/2016	3504	TETRA TECH, INC.	GIS SYSTEM	-260.00
Bill Pmt -Check	02/15/2016	3505	Tractor Supply Co.		-9.48
Bill Pmt -Check	02/15/2016	3506	WEX Bank	FUEL PURCHASES	-1,611.17
				Total	-7,782.87

Draft

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

February 1, 2016

MINUTES

Supervisor McCririe called the regular meeting of the board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following board members were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Linda Rowell, Jim Mortensen, Todd Smith and Jean Ledford. Also present were: Township Manager Michael Archinal and approximately 40 persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Rowell and supported by Mortensen to approve all items listed under the consent agenda with a typographical correction for the minutes. The motion carried unanimously.

1. Payment of Bills.

2. Request to Approve Minutes: Jan. 4, 2016

Approval of Regular Agenda:

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

3. Public hearing for the Sundance Trail Road Improvement Project.

A. Call to the public and property owners

A call to the property owners and the public was made with the following response: Diane Morgan - Public Act 51 and roads are under the Road Commission. The Road Commission should be taking care of our roads. Large trucks come down the road and are breaking it up. Mike Ackley – Stonegate subdivision uses our roads for access. They should pay part of this cost. McCririe – There is no mechanism that allows us to levy against the properties in Stonegate. Ackley – Please include it in the record that the road in front of my driveway was broken up the next morning after I asked the petitioner to get off my property. Chuck Koehn – I would thank the Clerk for all her hard work with regard to this project.

B. Request for approval of Resolution #3 [approving the project cost estimates, special

assessment district and causing the special assessment roll to be prepared] for the Sundance Trail Road Improvement Project.

Moved by Mortensen and supported by Skolarus to approve Resolution No. 3 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

C. Request for approval of Resolution #4 [acknowledging the filing of the special assessment roll, scheduling the second hearing, and directing the issuance of statutory notices] for the Sundance Trail Road Improvement Project.

Moved by Smith and supported by Ledford to approve Resolution No. 4 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

4. Public hearing for the Sunrise Park Newberry-Wise Road Improvement Project Special Assessment District.

A. Call to the public and property owners

Call to the property owners and the public was made with the following response: Gary Letkemann – I am in support of the project. There is an area near the pumping station that becomes a lake. The triangle should be paved. Michael Suciu – I am in support of the project. Patty Jacobs – I am in favor of the project. Thank you for your support. Dan Wagar I am on a fixed income and opposed to the costly project. Ryan McGinn – I have three young children. People are already traveling at excessive speeds. I am not happy with the road project. Letters of objection were received from William C. Lindholm and Michael Deaner.

B. Request for approval of Resolution #5 [confirming the special assessment roll] for the Sunrise Park Newberry-Wise Road Improvement Project Special Assessment District.

Moved by Smith and supported by Ledford to approve Resolution No. 5 as requested. . The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

5. Request for approval of amendments to Funds 212 and 270.

A. Liquor Law Fund for the Fiscal Year ending March 31, 2016.

Moved by Smith and supported by Rowell to approve the amendment as requested. The motion carried unanimously.

B. Future Parks and Recreation Fund for the Fiscal Year ending March 31, 2016.

Moved by Smith and supported by Mortensen to approve the amendment as requested. The motion carried unanimously.

6. Second review for draft of all General Fund Budgets related to the Fiscal Year beginning April 1, 2016 through March 31, 2017 [please refer to your hard copies provided at the last meeting].

A call to the public was made with one person responding that all available money should be spent on roads. A second resident stated that bike paths and parks and recreation were also important for the community. The board reviewed the budgets for the next fiscal year taking no formal action.

7. Consideration of articles for the February 2016 newsletter.

It was the consensus of the board to approve the publication.

Correspondence was received from the Livingston Sunrise Rotary Club advising the board that they would no longer take part in the cleanup of the Township Cemetery. McCririe will write a letter to the association thanking them for the many years of support. Correspondence was received from Victor Watson asking that the board change their policy with regard to family members working elections. The board did not respond.

Smith asked that an update on the Brighton Fire Authority be included in the spring newsletter.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:28 p.m.



Paulette A. Skolarus, Clerk
Genoa Charter Township Board

Gary McCririe, Supervisor
Genoa Charter Township Board

Resolution No. 5 – Sundance Trail Road Improvement Project
Reimbursement Special Assessment Project (Winter 2016)

GENOA CHARTER TOWNSHIP

At a regular meeting of the Township Board of the Genoa Charter Township, Livingston County, Michigan, (the “Township”) held at the Township Hall on Feb. 15, 2016, at 6:30 p.m., there were

PRESENT: McCririe, Skolarus, Hunt, Rowell, Mortensen, Smith and Ledford.

ABSENT: None

The following preamble and resolution were offered by _____ and seconded by _____.

Resolution Confirming Special Assessment Roll

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Sundance Trail Road Improvement Project within the Township as described in Exhibit A (the “Project”) and in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled Special Assessment Roll for Sundance Trail Road Improvement Project (2016) (the “Proposed Roll”) and has filed the Proposed Roll with the Township Clerk;

WHEREAS, the Township Board has scheduled a public hearing on the Proposed Roll and notice of the hearing has been properly provided;

WHEREAS, the Township Board conducted the public hearing on the Proposed Roll on Feb. 15, 2016.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Roll Confirmed. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, the Township Board hereby confirms the Special Assessment Roll for the Sundance Trail Road Improvement Project (Winter 2016) (the “Roll”).
2. Future Installments - Principal. The Township Board determines that each special assessment may be paid in five installments. The first installment shall be due Dec. 1, 2016.
3. Future Installments - Interest. All unpaid installments shall not bear interest.

4. Warrant. The Township Clerk is hereby directed to attach a warrant (in the form of Exhibit B to this resolution) to the Roll and to deliver such warrant and the Roll to the Township Treasurer, who shall thereupon collect the special assessments in accordance with the terms of this resolution, the Clerk's warrant and the statutes of the State of Michigan.

5. Inconsistent Prior Resolutions. All previously adopted resolutions that are in conflict with this resolution are repealed to the extent of such conflict.

A vote on the foregoing resolution was taken and was as follows:

YES: Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe.

NO: None.

ABSENT: None.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus, Genoa Charter Township Clerk

EXHIBIT A

SUNDANCE TRAIL
ROAD IMPROVEMENT PROJECT

DESCRIPTION OF PROJECT
A SIX-YEAR SPECIAL ASSESSMENT DISTRICT
WITH PROJECTED COSTS AS FOLLOWS:

The project (the "Project") will consist of:

This project would begin at Cunningham Lake Road going north approximately 3,450 lineal feet. The estimates includes crushing and reshaping the existing pavement, adjusting drainage structures and the placement of 4.0 inches of new hot mix asphalt pavement with new wing curb.

A contract with the Livingston County Road Commission has estimated the total cost for this project at \$250,000.00, with additional expenses of approximately \$2,000.00. The township will finance the project and contribute \$30,000.00 from the General Fund with a 6-year payback at 0% interest. Act 188 allows for up to a 10% increase over the estimate should problems arise during construction. Your yearly assessment will be \$1,234.00 for six years based on the previous estimates.

Total amount per parcel - \$7,404.00; Amount per year for six years - \$1234.00

Exhibit B

Warrant

WARRANT

TO: Treasurer
Genoa Township
Livingston County, Michigan

I certify that attached to this Warrant is a true copy of the special assessment roll for the Genoa Township Sundance Trail Improvement Project (2016)(the "Roll") confirmed by the Township Board on Feb. 15, 2016 (the "Confirming Resolution"). You are hereby directed to proceed to collect the amounts due on such Roll in accordance with this Warrant, the Confirming Resolution and the statutes of the State of Michigan.

Paulette A. Skolarus, Clerk
Genoa Charter Township



MEMO

TO: Honorable Members of the Genoa Charter Township Board

FROM: Greg Tataro, Utility Director

DATE: February 10th, 2016

RE: Lake Edgewood Sewer, Oak Pointe Sewer, and Oak Pointe Water Budget Approvals

MANAGER REVIEW: 

.....

For consideration at tonight’s Board Meeting are budget and rate approvals for the Lake Edgewood Sanitary Sewer System, the Oak Pointe Sanitary Sewer System, and the Oak Pointe Water System. We have worked with Pfeffer, Hanniford & Palka CPA's to develop the information and rate recommendations for tonight’s meeting. In the following sections, we present the current fiscal year budget, the 9-Month Budget to Actual Report, an amended FY 2016 Budget, the proposed FY 2017 Operating Budget, utility rate change recommendations, and historic financial summary tables.

Lake Edgewood Sewer System

Presented as *Attachment IA* is the budget summary sheet for the Lake Edgewood Sewer System. One year ago, we proposed an original budget for Lake Edgewood that was predicted to finish with a loss of \$28,438. Through 9-months, we are pleased to report that our revenues have exceeded expenditures by \$10,740. The largest expenses to Lake Edgewood this year have been labor, line repairs, and grinder pumps, with both line repairs and grinder pumps exceeding projections. Most of the plant line items expenditures were below projections, including large savings on plant equipment and sludge removal. Utilizing our 9-month to actual data, we have developed an amended budget that results in a planned surplus of \$13,715 for the year.

Presented in *Attachment IB* is a rate, flow, and financial summary for the Lake Edgewood Sewer System from 2001 until present day. Prior to 2009, new user funds had been used to bridge the gap between expenditures and revenue. In 2009 we recommended a 10% rate increase to combat the issue of limited growth in the system and establishing a funding mechanism for the long term viability of this system. You can see from historic rate trends that rates and rate increases have stabilized for the Lake Edgewood System over the past 6 years. We have had three years of no rate increases and three years of increases in the range of 1 – 3%. In addition, we have been able to keep revenues just above expenses, to continue to maintain a safe fund balance for the utility, while seeing our flows decrease moderately over the past several years. However, our reserve funds remain very low, therefore it is recommend to modestly increase the annual reserve

transfers by \$5,000. We have also included funding for replacement of the flow meters at the plant. For FY 2017, we are requesting a 3% rate increase for our flat and metered sewer customers to cover these expenditures.

Oak Pointe Sewer System

Presented as *Attachment 2A* is the budget summary sheet for the Oak Pointe Sewer System. This budget marks the first complete year we operated the system as part of the completed \$6,000,000 capital improvement to convert the Oak Pointe Wastewater Plant to an equalization pump station to transport flows to the Genoa – Oceola WWTP. To cover the cost of the \$6,000,000 capital improvement, on November 1, 2014 residents began paying an average of \$75 more per quarter (\$300 annually) in debt charges on their utility bill. As a result, there was and remains a goal to not increase operation and maintenance rates for the residents of Oak Pointe due to the new burden of the sewer debt.

Budget projections for FY2016 were difficult, as the plant has been taken off line and flows are now being treated at the Genoa-Oceola WWTP. However, through 9 months, we are pleased to report that revenues have exceeded expenditures by \$18,701. Utilizing our 9-month to actual data, we have developed an amended budget that results in a small loss of \$5,337, primarily due to the transfer of reserve funds. For FY 2017, we are not requesting a rate increase. We have developed a budget that results in a small surplus of \$3,802.

Presented in *Attachment 2B* is a rate, flow, and financial summary for the Oak Pointe Sewer System from 2001 until present day. You can see from historic rate trends that rates and rate increases have stabilized for the Oak Pointe system over the past seven years as we have not had a commodity rate increase since 2011. However, it should be noted that the debt charges are a significant increase to the residents. In addition, we have been able to keep operating revenues just above expenses, to continue to maintain a safe fund balance for the utility.

Oak Pointe Water System

Presented as *Attachment 3A* is the budget summary sheet for the Oak Pointe Water System. One year ago, we proposed an original budget for the Oak Pointe Water system that was predicted to finish with a small surplus of \$954. Through 9-months, we are pleased to report that our revenues exceed expenditures by \$2,758. The largest expenses to the Oak Pointe Water System were the installation of new chlorine bulk tank at the WTP, installation of new chemical pumps at the water treatment plant, installation of new pumps at the booster station, and finally, painting of the pumping, piping, valves and support for the booster station. Unfortunately, this past summer was very wet and cool, which resulted in a significant reduction in the gallons of water sold. As a result, we are projecting a decrease in billing revenue of over \$40,000. We are pleased that the DPW fund surplus added \$10,000 to the revenue this year, however, the items mentioned above resulted in an increase in expenditures, resulting in projecting a deficit of \$60,000 from the original budget for FY2016.

For FY 2017, we are requesting a 10.5% rate adjustment to metered water customers. We are proposing that usage will be slightly higher than last year, as well as a reduction in expenditures of approximately \$24,000. Based on our projected FY2017 budget numbers, we are projecting an essentially balanced budget, with revenues exceeding expenditures by just under \$4,832. It should be noted that quarterly Capital Improvement charges were increased in FY 2015 by \$5 per quarter per home to cover the cost of painting of the elevated storage tank. The suggested increase to the per 1,000 gallon price from \$3.12 to \$3.45 per 1,000 marks the first increase to water commodity prices since FY 2012.

Presented in *Attachment 3B* is a rate, flow, and financial summary for the Oak Pointe Water System from 2001 until present day. Although the rates have stabilized, the drop in water use and sales due to cooler and wetter summers has resulted in expenses exceeding revenues for the past two years. The rate increase is necessary so that our fund balance does not drop further as the amended budget predicts the fund balance decreasing to just under \$50,000.

Budget Recommendations

Based on the above explanation and the attached documents, please consider the following motions to adopt the budget and rate recommendations:

Moved by _____, supported by _____ to amend the FY 2016 and approve the FY 2017 Operating Budgets for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System.

Moved by _____, supported by _____ to increase the Lake Edgewood metered sewer charges to from \$6.62/1,000 gallons to \$6.82/1,000 gallons and to increase the flat rate sewer charges from \$120/quarter to \$123.60/quarter.

Moved by _____, supported by _____ to increase the Oak Pointe metered water charges from 3.12 / 1,000 gallons to \$3.45 / 1,000 gallons.

CHARTER TOWNSHIP OF GENOA
 LAKE EDGEWOOD SEWER SYSTEM
 1 YEAR BUDGET ENDING 3/31/16 COMPARED
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/15
 Budget Worksheet Amended 3-31-16
 Budget Worksheet Original 3-31-17

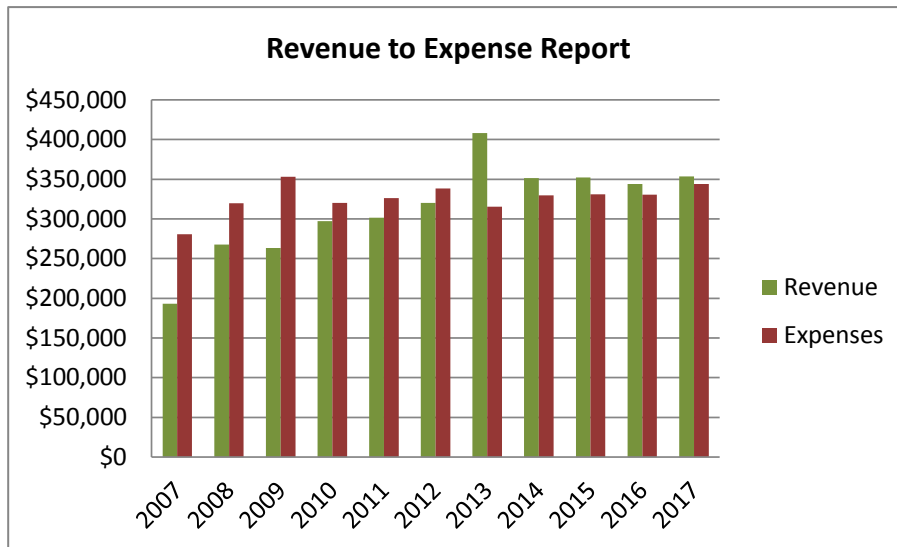
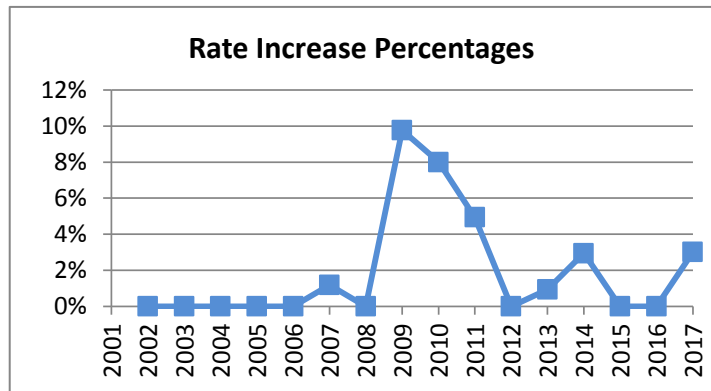
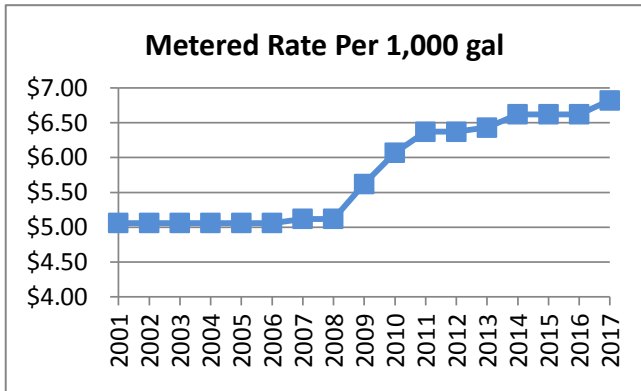
1A

ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/2016	ACTUAL 9 MONTHS 12/31/2015	VARIANCE	REVISED BUDGET FOR YEAR FOR YEAR 3/31/2016	PROPOSED BUDGET FOR YEAR ENDING 3/31/2017	Notes
REVENUES							
400	Billings - operations	342,013	249,741	(92,272)	336,773	348,077	Flat \$120 to \$123.60; Metered \$6.62 to \$6.82; 3% increase
407	Contributions - other	0	0	0	0	0	Min bill \$60 for metered.
420	Income - other	0	1,721	1,721	1,721	500	Misc. income
440	Income - interest	0	0	0	0	0	
499	Trans - in DPW # 503	1,000	5,718	4,718	5,718	5,000	Estimate of reimbursement from DPW fund
699	Trans - in LE new user	0	0	0	0	0	
	TOTAL INCOME	343,013	257,180	(85,833)	344,212	353,577	
EXPENSES							
600	Accounting/auditing	3,000	3,000	0	3,000	3,000	Hold
609	Chemicals	8,000	5,197	2,803	7,000	7,500	Reduced chemical usage
615	Consent order - groundh20 sodium	15,000	15,446	(446)	16,000	12,000	Hopefully receive No Further Action Approval, possible well decommissioning
616	Capital Project	0	0	0	0	0	Reimbursed from New User
627	Engineering - general	1,250	0	1,250	0	0	Do not anticipate general engineering assistance
630	Engineering - separate projects	2,000	934	1,066	4,500	1,000	New groundwater discharge permit assistance.
639	Insurance	3,400	2,453	947	2,500	2,500	Based on actual insurance allocation
642	Labor, Equipment, & Materials - fixed	126,000	94,085	31,915	126,000	125,000	Reduced allocation percentage
648	Laboratory costs	10,000	6,571	3,429	8,000	8,000	Lab costs for G-O and Brighton Analytical
654	Legal fees	500	0	500	0	500	Hold for potential legal assistance
657	Licenses, Fees, Permits	7,300	0	7,300	5,000	5,000	MDEQ Groundwater Discharge and Biosolids Permit Fees to Pay
660	Miss Dig	300	198	102	700	700	Split MISS DIG between 3 Genoa Systems
663	Office expenses	100	0	100	0	100	Hold for miscellaneous supplies
669	Refunds & adjustments	0	0	0	100	100	Estimate
673	R & M - Building	4,000	0	4,000	0	2,500	Reduce but maintain for lighting, heating, and other equipment expenses
675	R & M - Grounds	1,500	37	1,463	50	1,500	Miscellaneous ground repairs
676	R & M - Scada Web Maint. & Cell	3,250	0	3,250	3,250	3,250	5 Stations plus WWTP annual maintenance costs
677	R & M - Plant equipment	40,000	10,213	29,787	20,000	30,000	Need new flow meters installed
678	R & M - Grinder pumps	6,000	21,322	(15,322)	22,000	25,000	New grinder pumps
679	R & M - Lines	5,000	18,938	(13,938)	20,000	5,000	Had a sewer line that was bored through, had to dig up, repair, and line
680	R & M - Pump stations	10,000	1,929	8,071	3,000	10,000	Potential repairs to pump stations
681	R & M - Sewer line cleaning	5,000	6,236	(1,236)	6,500	7,500	Cleaned Grand River this past year, need to clean restaurant corridor
682	R & M - Snowplowing/mowing	3,500	2,152	1,348	3,000	3,500	Less snow plowing in 2016
684	R & M - Generators	5,000	1,924	3,076	2,500	5,000	Annual O&M and Potential Repairs
687	R & M - Other	1,000	0	1,000	0	1,000	Hold for potential expenses
688	R & M - Backups	1	0	1	0	1	Hold
690	Sludge disposal	40,000	14,771	25,229	14,771	10,000	Only one sludge haul in FY 2016, budget for two
692	Telephone	2,100	2,664	(564)	3,552	3,600	Down to absolute minimum of phone numbers
694	Tools & supplies	500	108	392	125	200	Most tools and supplies through other systems
695	Tools & supplies - all systems	4,500	2,756	1,744	3,674	4,000	All systems shared maintenance costs on supplies and tools
700	Trans out - Capital Impr. Repl. Reserve	5,000	0	5,000	5,000	10,000	Small increase for fy 2017
701	Utilities - water	250	46	204	75	150	Minimum water use if we do not clean tanks
702	Utilities - electric	50,000	32,497	17,503	45,000	50,000	Reduce this year based on actual usage, hold for FY 2017
704	Utilities - gas	4,000	1,203	2,797	2,500	3,500	Less gas usage thus far this winter
706	Utilities - sewer BTS (Davita)	4,000	1,760	2,240	2,700	3,000	Estimate small increase
	Total expenses	371,451	246,440	125,011	330,497	344,101	
	Net revenues/expenses	(28,438)	10,740	39,178	13,715	9,476	
	Beginning fund equity (deficit)	431,236	431,236	0	431,236	444,951	
	Ending fund equity (deficit)	402,798	441,976	39,178	444,951	454,427	

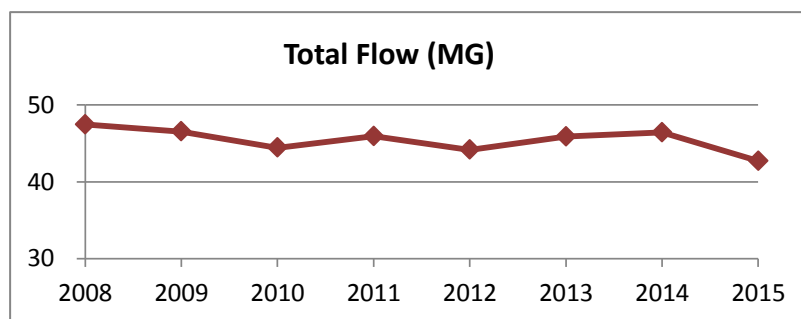
Lake Edgewood Sewer

1B

Rate, Flow and Financial Summary



See Notes
1, 2, 3, 4



Notes:

1. The Revenue to Expense Report is based on the annual audit for FY 2007 through FY 2015
2. 2007 was a 9 month year due to the change to a Charter Township.
3. The Revenue to Expense Report is based on projected numbers for FY 2016 and FY 2017
4. FY 2013 is the first year that revenues exceeded expenses.

CHARTER TOWNSHIP OF GENOA
OAK POINTE SEWER SYSTEM
1 YEAR BUDGET ENDING 3/31/16 COMPARED
TO ACTUAL FOR 9 MONTHS ENDING 12/31/15
Budget Worksheet Amended 3-31-16
Budget Worksheet Original 3-31-17

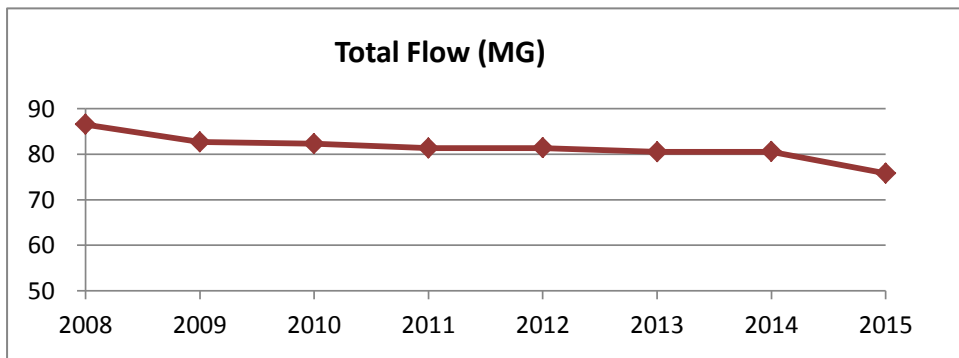
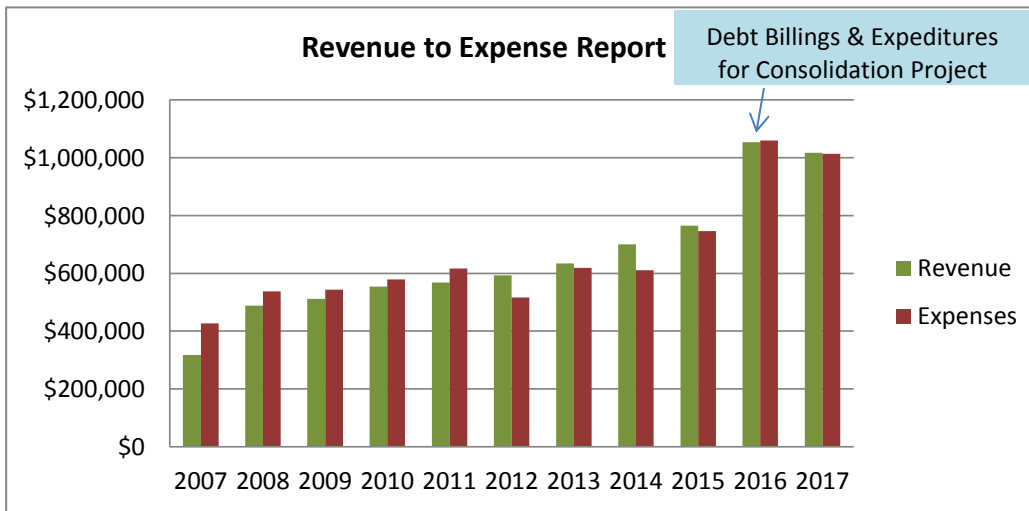
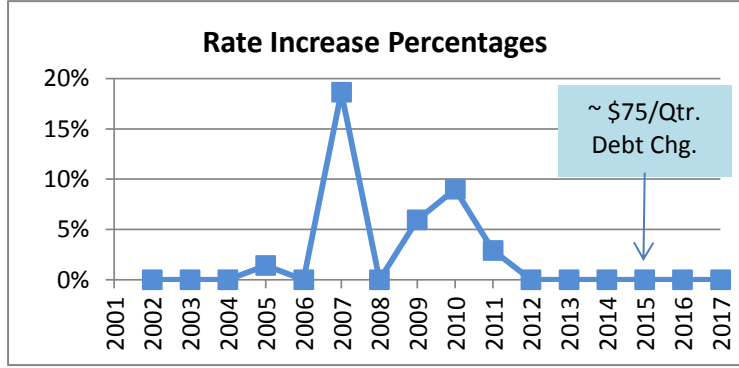
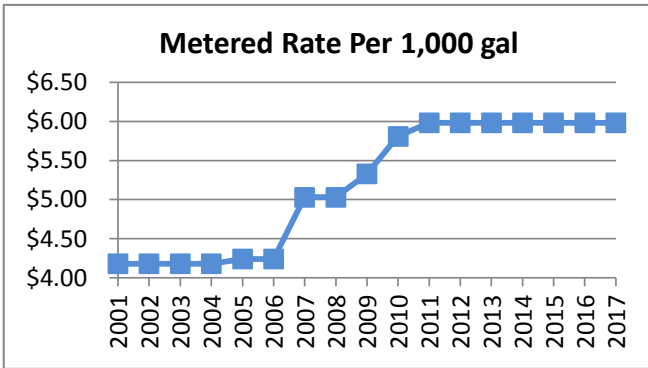
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ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/2016	ACTUAL FOR 9 MONTHS ENDING 12/31/2015	VARIANCE	%OF EXPENSE BUDGET REMAINING	PROPOSED REVISIONS FOR YEAR ENDING 3/31/2016	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/2017	NOTES
REVENUES								
400	Billings - operations	579,258	441,820	(137,438)		583,143	577,853	Flats keep same @ \$125.76; Metered same @ \$5.98; Metered minimum same at \$60.
420	Income - other	1,500	7,924	6,424		7,924	500	Estimate
422	Income - Grinder pump reimbursement	5,000	41,254	36,254		41,254	15,000	Estimated reimbursement from other sewer districts
425	Trans in - OP new user	0	0	0		0	0	
440	Income - interest	0	0	0		0	0	
499	Trans in from DPW #503	5,000	12,011	7,011		12,011	10,000	Estimated reimbursement from DPW fund
599	Billings - Debt (OP & GO)	420,000	311,522	(108,478)		410,000	414,025	No change in rates
699	Loan proceeds from G/O New User #489	0	0	0		0	0	
	TOTAL INCOME	1,010,758	814,531	(196,227)		1,054,332	1,017,378	
EXPENSES								
600	Accounting/auditing	3,100	3,100	0	0.00%	3,100	3,100	Hold
609	Chemicals	0	0	0		0	0	Done with plant chemicals, so far no odor issues at pump station
615	Consent order - groundh20 sodium	10,000	16,950	(6,950)	-69.50%	17,000	11,000	Conducted both residential and monitor well sampling in 2015, 2016 residential only
627	Engineering - general	1,500	0	1,500	100.00%	0	0	No anticipated projects requiring engineering assistance
630	Engineering - separate projects	2,500	0	2,500	100.00%	0	0	No anticipated projects requiring engineering assistance
639	Insurance	6,100	4,608	1,492	24.46%	5,000	5,000	Reduce based on actual percentage of insurance bill for GCT that OP calculated to be
642	Labor, Equipment & Materials-fixed	222,000	182,783	39,217	17.67%	243,710	242,000	Underestimated for 2016 budget due to no plant on line for first year
648	Laboratory costs	0	1,795	(1,795)		1,795	0	Lab for this year was from 2014 remaining, plant off line, no bill
654	Legal fees	100	0	100	100.00%	0	500	Keep small amount for potential legal service
657	Licenses, Fees, Permits	1,200	0	1,200	100.00%	500	0	Due to pay biosolids for 2015, no longer ground water or biosolids fees
660	Miss - Dig Expenses	900	0	900	100.00%	500	500	Genoa Township owned Miss Dig shared with LE
663	Office expenses	500	0	500	100.00%	0	0	Without plant, no longer need this line item
669	Refunds & adjustments	100	0	100	100.00%	0	100	Keep small amount for potential refund
673	R & M - Building	2,000	3,000	(1,000)	-50.00%	4,000	2,500	Had building modifications occur due to no longer plant. Still painting this year
675	R & M - Grounds	2,000	1,785	215	10.75%	1,785	3,500	Restoration to perform in spring from valve investigation, need to seal coat driveway
676	R & M - Scada Web Maint. & Cell	4,800	859	3,941	82.10%	4,800	4,800	10 stations x 480 annual maintenance and service contract
677	R & M - Plant equipment	0	709	(709)		709	0	No longer a plant, expenses will fall into other line items
678	R & M - Grinder pump repairs	45,000	52,049	(7,049)	-15.66%	52,049	35,000	Reduced due to new grinder installations
678.1	R & M - Grinder Pumps - New	0	0	0		0	0	Purchase
679	R & M - Lines	9,000	14,572	(5,572)	-61.91%	15,000	15,000	This year installed new valve on St. 55 FM. Next year, need to repair St. 56 FM
680	R & M - Pump stations	30,000	44,502	(14,502)	-48.34%	50,000	35,000	Installed new valve piping in St. 55 plus water stop, plan on routine repairs in FY 2017
682	R & M - Snowplowing/mowing	3,000	2,209	791	26.37%	3,000	3,000	Mowing and snow plowing costs
684	R & M - Generators	3,250	136	3,114	95.82%	3,000	3,250	Repair block heater this year, next year Prev. Maintenance on additional generators
686	R & M - Sewer line cleaning	0	9,757	(9,757)		9,750	5,000	Cleaned Villas in 2015. Plan to clean additional areas with in-house vacator this year
687	R & M - Other	1,000	0	1,000	100.00%	0	1,000	Hold
688	R & M - Sewer backups	1	2,977	(2,976)		2,977	1	Had a grinder that did not alarm and caused basement damage.
690	Sludge disposal	9,000	5,129	3,871	43.01%	5,129	0	All sludge tanks are currently empty, should not require further sludge hauling
692	Telephone	2,300	1,110	1,190	51.74%	1,500	1,200	Only one phone line remaining at Oak Pointe
694	Tools & supplies	500	20	480	96.00%	100	100	Not buying specific supplies for OP any longer
695	Tools & supplies - all systems	5,000	2,461	2,539	50.78%	3,500	4,000	Reduce all system shared costs
700	Trans out - Capital Improv. Repl. Reserves	25,000	0	25,000	100.00%	25,000	25,000	Hold
701	Trans out - OP Debt Service Fund (OP & GO)	420,000	311,522	108,478	25.83%	410,000	414,025	No increase to debt charge
702	Utilities - electric	29,500	25,699	3,801	12.88%	34,265	35,000	Had to estimate electric usage with plant off line
704	Utilities - gas	5,000	838	4,162	83.24%	1,500	4,000	Reduce base on actual usage
706	Utilities - sewer treatment charges - GO	146,500	107,260	39,240	26.78%	145,000	145,000	Do not plan on G-O Rate Increase
802	Trans out - Grinder pumps 2013 (GO new user)	15,000	0	15,000	100.00%	15,000	15,000	Hold
	Total expenses	1,005,851	795,830	210,021	20.88%	1,059,669	1,013,576	
	Net revenues/expenses	4,907	18,701	13,794		(5,337)	3,802	
	Beginning fund equity (deficit)	714,580	714,580	0		714,580	709,243	
	Ending fund equity (deficit)	719,487	733,281	13,794		709,243	713,045	

Oak Pointe Sewer

2B

Rate, Flow and Financial Summary



Notes:

1. The Revenue to Expense Report is based on the annual audit for FY 2007 through FY 2015
2. 2007 was a 9 month year due to the change to a Charter Township.
3. The Revenue to Expense Report is based on projected numbers for FY 2016 and FY 2017
4. Large increase in expenditures & revenue in 2016 due to sewer debt charges for OP to Genoa-Oceola Bond Issue

Note: Average Resident Paying \$75 per quarter in sewer debt charges

CHARTER TOWNSHIP OF GENOA
OAK POINTE WATER SYSTEM
1 YEAR BUDGET ENDING 3/31/16 COMPARED
TO ACTUAL FOR 9 MONTHS ENDING 12/31/15
Budget Worksheet Amended 3-31-16
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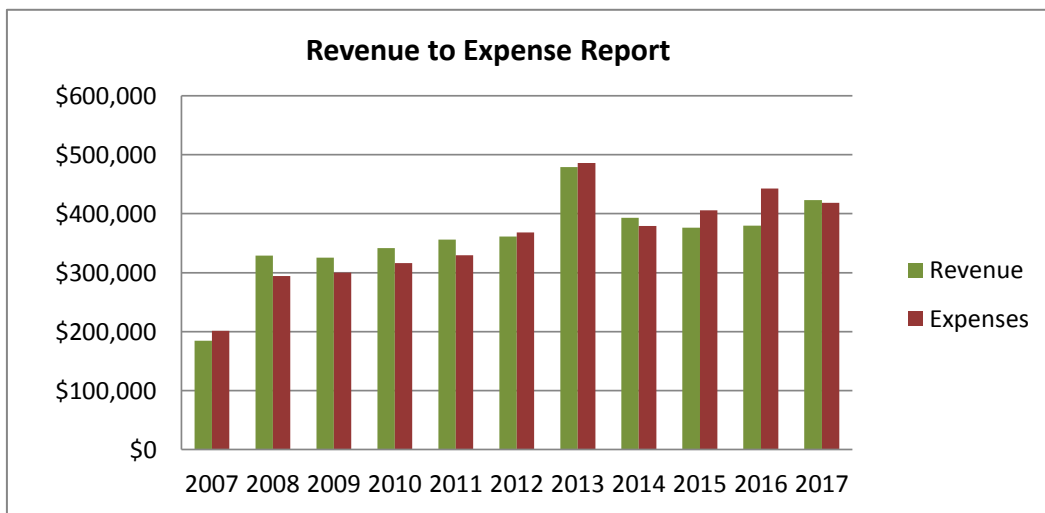
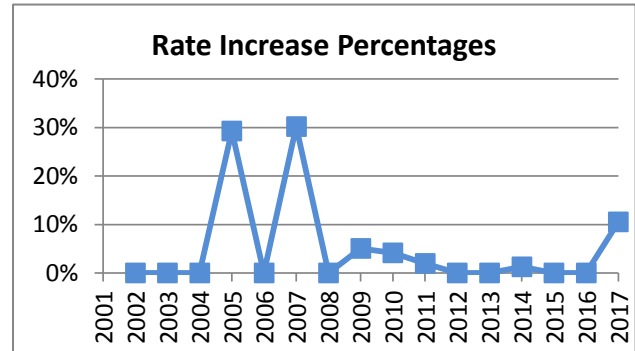
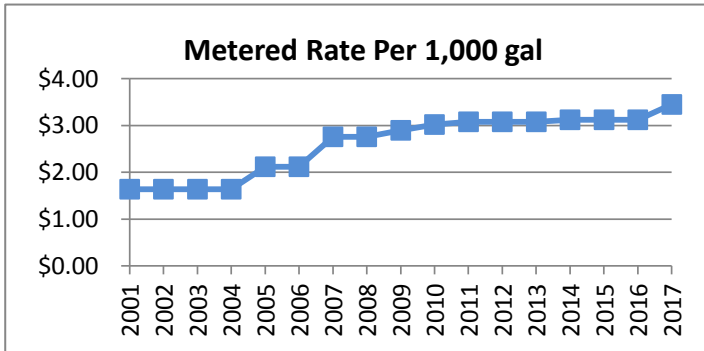
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ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/2016	ACTUAL FOR 9 MONTHS ENDING 12/31/2015	VARIANCE	%OF EXPENSE BUDGET REMAINING	PROPOSED REVISIONS FOR YEAR ENDING 3/31/2016	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/2017	NOTES
REVENUES								
400	Billings - operations	329,854	245,651	(84,203)		288,778	331,382	From \$3.12 to \$3.45, 10.5% increase due to reduced usage
420	Income - other	500	0	(500)		0	0	
423	Income - capital charge water (Debt)	61,200	46,962	(14,238)		62,262	62,400	Keep cap/debt charge same at \$15
424	Income - Cell tower rent	19,200	19,200	0		19,200	19,200	Annual revenues for two antennas
425	Trans in - OP new user	0	0	0		0	0	
440	Interest Income	0	0	0		0	0	
446	Meter Sales	0	0	0		0	0	
499	Trans in from DPW #503	1,000	9,592	8,592		9,592	10,000	Estimate of reimbursement from DPW
	TOTAL INCOME	411,754	321,405	(90,349)		379,832	422,982	
EXPENSES								
600	Accounting/auditing	2,900	2,550	350	12.07%	2,900	2,900	Hold
609	Chemicals	10,000	7,324	2,676	26.76%	9,000	10,500	Low water production in FY2016
627	Engineering - general	1,500	0	1,500	100.00%	0	0	No anticipated projects requiring engineering assistance
630	Engineering - separate projects	2,000	0	2,000	100.00%	0	0	No anticipated projects requiring engineering assistance
639	Insurance	3,500	2,270	1,230	35.14%	2,500	2,500	Reduce based on actual percentage of insurance bill for GCT that OP calculated to be
642	Labor, Equipment & Materials - fixed	201,500	172,687	28,813	14.30%	230,500	200,000	Reduced based on change in allocation percentage
648	Laboratory costs	3,000	311	2,689	89.63%	500	2,500	Due for outside analytical
654	Legal fees	500	0	500	100.00%	0	500	Keep small amount for potential legal service
657	Licenses, Fees, Permits	1,500	1,197	303	20.20%	1,197	1,500	Annual MDEQ Permits
660	Miss Dig Expenses	900	594	306	34.00%	594	900	Genoa portion split between 3 systems
662	Meters & Supplies	0	950	(950)		950	2,000	Change out of old Badger, non-registering meters
663	Office expenses	800	1,115	(315)	-39.38%	1,115	1,200	Publishing water quality report and brochure
668	MXU program	0	1,712	(1,712)		1,712	2,000	Change out of manual read to radio reads at homes
669	Refunds & adjustments	500	0	500	100.00%	0	500	Hold small amount for potential refunds
673	R & M - Building	1,500	0	1,500	100.00%	0	1,500	Hold for a potential new heater or other building mechanical
674	R & M - Hydrants	7,500	1,896	5,604	74.72%	2,000	5,000	Upgraded hydrants in past years. Due to paint in FY2017
675	R & M - Grounds	500	166	334	66.80%	166	500	Hold for potential landscape repairs
677	R & M - Plant equipment	25,000	29,783	(4,783)	-19.13%	35,000	36,000	FY 16-New blk tank, new chem pmps FY 17 repl fl mters wells2/3 (\$6,000),Pull Well # 2 (\$10,000)
679	R & M - Lines	10,000	6,717	3,283	32.83%	7,000	7,500	Repairs of services, curb stop and valve boxes
680	R & M - Booster Pump stations	5,000	7,110	(2,110)	-42.20%	16,000	5,000	Installed new pumps in FY 2016, painting also (\$8,400).
684	R & M - Generators	5,000	7,218	(2,218)	-44.36%	7,218	2,500	FY 2016 - connected booster station to OP WW Generator
685	R & M - Towers	1,500	597	903	60.20%	4,000	2,500	Warranty Inspection , this year new aviation light (\$2,000), cleaning ground storage tank
687	R & M - Other	500	0	500	100.00%	0	500	Hold
692	Telephone	3,500	3,550	(50)	-1.43%	4,750	4,750	Down to minimum number of phone lines
694	Tools & supplies	500	848	(348)	-69.60%	1,000	1,000	Increase slightly based on previous expenditures
695	Tools & supplies - all systems	3,000	3,078	(78)	-2.60%	4,500	4,500	OPW percentage of all system shared maintenance costs
700	Transfer out - Capital Impr Repl. Reserve	20,000	0	20,000	100.00%	20,000	20,000	Hold
702	Utilities - electric	35,000	18,925	16,075	45.93%	25,000	35,000	Low production in FY 2016
704	Utilities - gas	2,500	1,087	1,413	56.52%	2,500	2,500	Hold
800	Transfer out - water debt	61,200	46,962	14,238	23.26%	62,262	62,400	Hold - pay back of painting loan
	Total expenses	410,800	318,647	92,153	22.43%	442,364	418,150	
	Net revenues/expenses	954	2,758	1,804		(62,532)	4,832	
	Beginning fund equity (deficit)	112,425	112,425	0		112,425	49,893	
	Ending fund equity (deficit)	113,379	115,183	1,804		49,893	54,725	

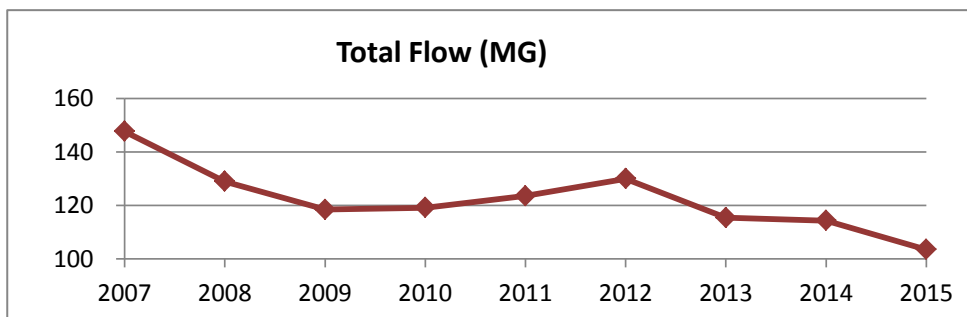
Oak Pointe Water

3B

Rate, Flow and Financial Summary



See Notes
1, 2, 3, & 4



Notes:

1. The Revenue to Expense Report is based on the annual audit for FY 2007 through FY 2015.
2. 2007 was a 9 month year due to the change to a Charter Township.
3. The Revenue to Expense Report is based on projected numbers for FY 2015 and FY 2016.
4. Loss in 2016 due to unusually low water production due to wet cool summer.



MEMORANDUM

TO: Honorable Members of the Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: February 10th, 2016
RE: 2016 - 2021 Intergovernmental Operations Contract, Allocation Percentage, and Fiscal Year 2017 Operating Budget

MANAGER REVIEW: 

.....

Five years ago, Genoa Charter Township (Township), the Marion, Howell, Oceola, and Genoa Sewer and Water Authority (MHOG), and the Genoa-Oceola Sewer and Water Authority (G-O) modified their sewer and water operations by shifting from the historic contract model with outside consultants to in-house operations. The change to in-house operations experienced some growing pains in the early years, but now we are pleased to operate quality water and sewer utility systems that are recognized industry wide. Some of the highlights we have experienced over the past five years include:

- o Constructing system wide MHOG Water Utility Improvements to alleviate low pressure and capacity concerns
- o Consolidating the Oak Pointe and Genoa-Oceola WWTPs, alleviating a source of groundwater contamination and improving the operation and quality of effluent from the Genoa-Oceola WWTP
- o Developing electronic data collection for all plant, distribution, and collection system operations
- o Fully installing SCADA systems on the water and wastewater distribution, collection, and plant systems allowing for rapid data communication to staff, improved alarm monitoring, reduced overtime, and improved reliability
- o Having our staff recognized by the Michigan Water Environment Association as Utility Administrator of the Year and Operator of the Year and also having the American Water Works Association reward our water treatment plant operator with the Operator Meritorious award.
- o Improved the quality of new infrastructure installed by implementing a connection manual, project closeout, inspection, and standards to assure that the infrastructure lasts and is not a burden to existing rate payers.

- Established reserve funds in all utility systems.
- Bringing all infrastructure into a good operational classification.
- Making GIS mapping and as-built record drawings accessible to operators in the field.
- Improving our overall service capabilities through the construction of a pole barn, vector waste treatment area, as built room, and additional office and storage space.
- Improving operations from reactive to preventive mode through the institution of routine maintenance programs, including annual fire hydrant flushing and repair, valve finding, sewer cleaning, air release testing, annual pump station checks, and weekly pump run time review.
- Returning over \$400,000 to the utility systems by remaining under budget for all five contract years (*Attachment 1*)

New Operations Agreement

March 31st, 2016 is the end date for the current intergovernmental operations contract between the Township, MHOG, and G-O. Due to the number of changes that have been implemented over the past five years, the consensus among the participants was that it would be best to have an Amended and Restated Agreement rather than simply amending the existing agreement. We have worked with Mr. James Kiefer on behalf of the Authorities and Mr. Frank Mancuso on behalf of the Township. In summary, the agreement language did not substantially change; however, the exhibits were modified as follows:

- Modified scope of work to match the current organization of the Department
- Recognizing the name of the Department as the MHOG Utility Department for the purpose of public recognition amongst the four townships.
- Added additional scope of services and corresponding staff provided such as GIS, new development construction, etc.
- Included a new allocation percentage and budget
- Included a new organization chart
- Included new equipment such as additional trucks, grinder van, and vector truck.
- Clarification of language regarding the agreement term and default clauses.

A redline copy of the agreement showing all amended changes is provided in *Attachment 2*. A clean version of the amended and restated agreement along with associated Exhibits is presented as *Attachment 3*. We are seeking approval and adoption of this amended and restated agreement, which will cover operations of the various sewer and water utilities beginning April 1, 2016 through March 31, 2021.

Allocation Percentage and FY 2017 Budget

Exhibit 6 and *Exhibit 7* presented in the Amended and Restated Utility Services Agreement includes the FY2017 DPW Budget and the FY2017 Allocation Percentage. First, we are

looking for approval of the FY 2017 Allocation Percentage. The allocation percentage calculation form has been updated by the current number of accounts in each system, current budgets, current miles of pipe, and current appurtenances. The biggest change in the percentage was an increase to G-O System and a decrease in Oak Pointe System, primarily related to the increase in flow and the number of staff needed to operate the GO plant now that the Oak Pointe plant is no longer in service and the flow is directed to the GO plant. Upon approval, this document will become part of the new operations contract.

Also presented for review is the first draft of the Fiscal Year 2017 DPW Budget. This budget reflects further investment into our systems, such as Lucity[®] Software Implementation and the addition of a vactor truck, as discussed at previous meetings. Following is a highlight of some of the key budget considerations:

Revenues

- Marion Sewer Billing Fees were increased for the first time in 5 years as we have seen an increase in the number of bills generated due to growth and infill of subdivisions.
- Revenues have been adjusted by the proposed allocation percentage.
- Revenues from the vactor truck are shown. In the budget, the numbers are essentially place holders as these charges will be assessed at the end of the year based on the actual percentage of time the equipment worked in each system.
- We held construction fees constant; however, if growth continues we may see an increase in the reimbursement of staff time associated with new developments.

Expenses

- There is a large reduction in vehicle expenses for a number of reasons. The loan is reduced by the capital vehicle replacement plan presented two months ago. Most of our fleet has had new tires and breaks installed in the last two years, which will also reduce maintenance costs. Our three oldest vehicles are being replaced with new vehicles this year. Finally, fuel costs have substantially decreased from where they were a few years ago.
- We budgeted for a 2% increase to administrative expenses to cover receipting labor, IT support, and office rent at Genoa Charter Township.
- Computer software expenses are reduced as our annual GIS licenses are going to be included in our Lucity[®] expenses.
- We are looking at an approximately 6% increase in our health insurance costs. It should be noted that we increased employee contributions to health care by an additional 2.5% of premiums this year, or approximately \$450 additional per year for a family plan.

- Overall, our labor expenses are increasing by approximately 2% to cover living wage adjustments for our employees. This includes overtime, retirement, payroll taxes, and base salaries.
- Equipment reserves have been adjusted to increase equipment reserve transfers by 10,000 annually, and reduce employee reserve transfers. This is due to having a decent employee reserve balance and the need to purchase new vehicles that are nearing the end of their useful life.
- The vector truck expenses, presented in December when the purchase was approved, are included in the budget as well. They are presented under the subtotal, as these expenses are not subject to the allocation percentage formula, but rather will be reimbursed by actual time in systems.

Overall we are looking at an approximate 2.4% increase in the budget. As evidenced by the budget summary presented in *Attachment 4*, we have been able to keep the average annual budget increase at just under 3% despite adding more vehicles, staff, and services.

Recommendations

We are looking forward to continuing to improve our service to the residents of the various sewer and water utilities. We appreciate the support and investment that the Township and Authority Boards have made in the utility systems and the efforts taken to adequately fund the operation, maintenance, and capital improvements. Through adequate investment and improvement, we can be assured that these systems will protect the health, safety, and welfare of our residents for years to come.

Based on the above explanation and the attached documents, please consider the following motions to adopt the budget and rate recommendations:

- Moved by _____, supported by _____ to approve the FY 2017 Allocation Percentage
- Moved by _____, supported by _____ to Approve the FY 2017 DPW Operation Budget
- Moved by _____, supported by _____ to Approve the 2016 Amended and Restated the Utility Service Agreement

**Genoa Township DPW Budget
Actual and Projected Fund Balance Returns**

System	FY 2015 Allocation Percentage	Allocation Back to Each System
MHOG	45.04%	\$43,946.88
Genoa-Oceola	26.96%	\$26,305.68
Oak Pointe Sewer	12.31%	\$12,011.24
Oak Pointe Water	9.83%	\$9,591.43
Lake Edgewoods	5.86%	\$5,717.78

Projected Overage from Fund Balance FY 2016	\$75,000
Overage from Fund Balance FY 2015	\$97,573
Overage from Fund Balance FY 2014	\$2,947
Overage from Fund Balance FY 2013	\$103,962
Overage from Fund Balance FY 2012	\$142,627
 Total Given Back to Systems	 \$422,109

Note: Ending Fund Balance is Money Accumulated Above \$50,000 Base Fund Balance

AMENDED AND RESTATED
UTILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of ~~February 22, 2011~~, 2016, by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), and Genoa Charter Township (“Township”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116.

ARTICLE I - RECITALS

WHEREAS, MHOG, G-O and the Township entered into the Utility Services Agreement on February 22, 2011 (the “Agreement”), the parties now wish to amend the Agreement and for the sake of clarity agree to restate the Agreement;

WHEREAS, ~~Genoa Charter Township~~ (“the Township”) owns and operates (i) the Oak Pointe Sanitary Sewer System, (ii) the Oak Pointe Water Supply System, and (iii) the Lake Edgewood Sanitary Sewer System; and

WHEREAS, the Townships of Marion, Howell, Oceola, and Genoa have organized ~~the Marion, Howell, Oceola and Genoa Sewer and Water Authority~~ MHOG pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a water supply system; and

WHEREAS, the Townships of Genoa and Oceola have organized the ~~Genoa—Oceola Sewer and Water Authority~~ G-O pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a sanitary sewer collection and treatment system; and

WHEREAS, (i) the Township’s Oak Pointe Sanitary Sewer System, (ii) the Township’s Oak Pointe Water System, (iii) the Township’s Lake Edgewood Sanitary Sewer System, (iv) the water production and distribution system operated by ~~the Marion, Howell, Oceola and Genoa Sewer and Water Authority~~ MHOG, and (v) the sanitary sewer collection and treatment system operated by the ~~Genoa—Oceola Sewer and Water Authority~~ G-O shall, for the purpose of this Agreement, collectively be referred to as the “Systems”; and

WHEREAS, the Township, MHOG and G-O have concluded that the operation of Systems is needed to promote and improve the health and welfare of the residents of the users of such Systems; and

WHEREAS, the Township, MHOG and G-O have concluded that combined operational services which share administrative, billing, operational staff and equipment over the five Systems will result in improved operation, efficiency, and cost savings for the residents served by the Systems; and

WHEREAS, the Township operates a ~~Utilities—Utility~~ Department ~~(the “Township MHOG—Utilities—Utility Department”)~~ with a separate DPW Fund (the “DPW Fund”) that ~~is~~

~~capable of providing~~ provides utility services to the Systems, ~~and~~ the staff of the ~~Township Utilities~~ ~~MHOG Utility~~ Department is referred to herein as the “Utilities Staff” and while the Utility Department is often referred to as the “MHOG Utility Department” in conducting its business, for the purposes of this Agreement it shall be referred to as the “Utility Department”;

NOW, THEREFORE, in consideration of the promises below and other valuable consideration the receipt of which is hereby acknowledged, the Agreement is hereby amended and restated ~~parties mutually agree~~ as follows:

ARTICLE II - OPERATION OF THE SYSTEMS

Beginning on the Commencement Date (as defined below) and during the term of the Agreement, the Township agrees to provide, through the ~~Township Utilities~~ ~~Utility~~ Department, the staff, vehicles, supplies and materials needed to operate the Systems. The ~~Township Utilities~~ ~~MHOG Utility~~ Department agrees to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer’s protocols, and specifications applicable to the operation and maintenance of the Systems. The Utilities Staff shall take direction from the governing board of each respective System with respect to the specific operation of each such System, and the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE III - SCOPE OF SERVICES

When performing services pursuant to this Agreement for the Systems, the Township personnel described below shall report to and be subject to direction of the appropriate governing board of the respective System, although such personnel shall remain employees of the Township and not of the Systems. As described above, the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System.

Section 3.1 - Administrative and Support Services

Administrative staff to be employed by the ~~Township Utilities~~ ~~MHOG Utility~~ Department and assigned to the Systems shall consist of a Utility Director, a Deputy Utility Director - Water, a Deputy Utility Director - Wastewater, and an Engineer and such other personnel as shall be necessary to perform the utility services described in this Agreement. A description of the duties to be carried out by the administrative staff is set forth in **Exhibit 1**.

Section 3.2 - Operation and Maintenance Services

Operation and maintenance staff to be employed by the ~~Township Utilities~~ ~~MHOG Utility~~ Department and assigned to the Systems shall consist of the necessary plant, collection and distribution system personnel. A description of the duties to be carried out by the operation and maintenance staff with regard to water systems is set forth in **Exhibit 2a** and with regard to sanitary sewer systems is set forth in **Exhibit 2b**.

Section 3.3 - Meter Service, Reading, Billing and Receipting Services

Meter reading, billing, and receipting staff to be employed by the ~~Township Utilities~~~~MHOG Utility Department~~ and assigned to the Systems shall consist of the necessary staff to bill, read, and receipt water and sanitary sewer service. A description of the duties to be carried out by the billing services staff is set forth in **Exhibit 3**.

Section 3.4 - Staffing Levels

The proposed staffing level to conduct and maintain the various services described in this Agreement is presented in Utility Department Organization Chart shown in **Exhibit 4**. The parties to this Agreement acknowledge that during the term of this Agreement staffing levels will vary pending the season, level of effort required, attenuation, termination, disability, or other circumstances. The parties acknowledge that the ~~Township Utilities~~~~MHOG Utility~~ Department shall have the right to modify staffing levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the ~~Township Utilities~~~~MHOG Utility~~ Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the ~~Township Utilities~~~~MHOG Utility~~ Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made ~~by~~ only with the prior written approval of the governing boards of each of the Systems except, that modifications in staffing levels made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

Section 3.5 - Vehicle, Supply, and Material Levels

During the term of this Agreement, the ~~Township Utilities~~~~MHOG Utility~~ Department agrees to provide vehicles, supplies, equipment and materials necessary to perform the essential duties outlined in this Agreement. A summary of the vehicles, supplies, and materials initially to be provided is set forth in **Exhibit 5**. The parties to this Agreement acknowledge that during the term of this Agreement vehicle, supply, and material levels will vary pending changes in scope of services, staffing levels, and regulations. The parties acknowledge that the ~~Township Utilities~~~~MHOG Utility~~ Department shall have the right to modify these levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the ~~Township Utilities~~~~MHOG Utility~~ Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the ~~Township Utilities~~~~MHOG Utility~~ Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

ARTICLE IV - CAPITAL PROJECTS

The Utilities Staff may propose capital improvements in order to comply with changes in law, to reduce costs, to increase energy efficiency, to meet System demands, or to improve the Systems operations. The ~~Township Utilities~~MHOG Utility Department will not be relieved of its responsibilities to perform under this Agreement if the recommendations of the Utilities Staff are not implemented by the System's governing boards, unless the failure by such governing boards to implement such recommendations prevents the ~~Township Utilities~~MHOG Utility Department from complying with its obligations hereunder or under applicable law.

ARTICLE V - PAYMENT FOR SERVICES

The ~~Township Utilities~~MHOG Utility Department shall receive compensation for providing staff, vehicles, supplies and material necessary to provide the administrative, operational, maintenance and billing services contemplated by this Agreement, and the Systems shall be billed monthly based on the methodology presented below.

Section 5.1 - DPW Fund Budget

During the term of this Agreement, the Township shall maintain a separate DPW Fund Budget (the "DPW Fund Budget") to track revenues and expenses associated with the staff, vehicles, supplies and materials and other expenses required to perform the administrative, operational, maintenance and billing services outlined in this Agreement. The fiscal operating year for the ~~Township Utilities~~MHOG Utility Department is April 1 through March 31st. The ~~20112016-2012-2017~~ DPW Fund Budget is presented in **Exhibit 6**. The DPW Fund Budget shall be established annually and shall balance.

The Township auditor shall prepare quarterly budget to actual reports for presentation to System's governing boards on a quarterly basis. Failure to present quarterly reports less than semi-annually shall constitute a default of this Agreement.

Section 5.1.1 - Revenue

Revenue to the DPW Fund shall include: (i) receipted funds from the Systems for providing administrative, operational, and billing services, (ii) receipted funds collected from the billing of systems for which full operational services are not performed ~~and~~ (iii) charges to Developers for new development costs, (iv) interest income and other miscellaneous revenue streams not otherwise described, and (v) charges for ~~V~~vector ~~T~~truck ~~S~~services provided to the various systems. **Exhibit 6** contains ~~an insert a~~ proforma breakdown of the various revenues for the fiscal year ending March 31, ~~2012~~2017.

Section 5.1.2 - Expenses

Expenses to the DPW Fund shall include the payments made from the fund for labor costs for ~~Township Utilities~~MHOG Utility Department employees (direct costs, benefits and indirect costs), insurance, taxes, fuel, repairs, vehicle purchases, employee vehicle use, outside consultants, computers, software, equipment, tools, vector services,

and other items required to properly provide the services described in this Agreement, as well as any ~~litigation costs legal services and accounting services~~ related to employees of the ~~Township Utilities~~ MHOG Utility Department or services provided by the ~~Township Utilities~~ MHOG Utility Department to the Systems pursuant to this Agreement. Budgeted expenses for the fiscal year ending March 31, ~~2012-2017~~ are listed in **Exhibit 6**.

Section 5.2 - Calculation of Labor and Equipment Compensation

The parties agree that for the ~~first year of the Agreement~~ fiscal year 2016-2017, the operational costs for the Systems shall be allocated based on the ~~historic~~ 2016/17 allocation percentages presented in **Exhibit 7**. Beginning on April 1, ~~2012~~ 2017, and in each subsequent year, the allocation percentage calculation shall be based on the formula presented in **Exhibit 7**. In ~~November~~ January of 2011-2016 and in November of each ~~subsequent~~ year, the Utilities Staff will re-evaluate the System allocations based on changes in the number of customers, piping, pump stations, consolidation of systems, as illustrated in the formula. The Utilities Staff will then present the revised allocation to the governing boards of the Systems in ~~December~~ January of each year and such revised allocation shall be considered for approval by the governing board of each System prior to the end of January of each year. The governing boards of the System shall use their best efforts to approve any proposed revised allocation, shall promptly state the basis for any rejection of any such allocation, and shall bargain in good faith to ensure that a fair allocation is agreed upon no later than February 1st of each year. In the event that the revised allocation is not approved by the governing board of each System as set forth above, then the then current allocation shall remain in effect for the fiscal year beginning on the following April 1. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the DPW's annual budget and annual allocation of costs to the Systems.

Section 5.3 - Base Payment for Services

The ~~Township Utilities~~ MHOG Utility Department shall invoice the Systems monthly for services provided by the approved allocation percentage of the annual DPW Fund Budget, minus the fixed billing revenue. **Exhibit 6** documents how ~~the first fiscal year~~ 2016-2017 will be invoiced. Each subsequent year shall be invoiced in a similar manner. All such invoices for services shall be paid within 45 days after the invoice has been sent.

Section 5.4 - Surpluses and Shortfalls

As the annual monthly payments are based on the total anticipated expenses of the DPW Fund Budget, surpluses and deficits may result at the end of the budget year for things such as employee departure, insurance adjustments, fuel prices, mechanical failures, utility service interruption or acts of nature. This adjustment will occur in August of each calendar year of this Agreement following completion of the annual audit of the DPW Fund. Surpluses or deficits will be adjusted back to each System based on the allocation percentage unless one or more Systems causes a substantial or disproportionate change in the DPW Fund Budget, in which case such System shall bear the resulting change in cost. An example of an event that might cause a disproportionate change includes, but is not limited to, serious mechanical failures of a system, power outages, system failures, or acts of God (lightning, fire, flood, etc) that cause the

~~Township Utilities~~MHOG Utility Department to incur significant additional cost to keep such system operational.

Section 5.5 - Annual Budget Adjustment

Based on the allocation percentages described above, annual budget adjustments will be presented to the System's governing boards in February for each effective year of this Agreement. The ~~Township Utilities~~MHOG Utility Department will make reasonable attempts to maintain and reduce operational costs for the Systems. Comments will be received from the System's governing boards, and a final budget will be presented in March of each year. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the annual budget for the DPW Fund.

Section 5.6 - Additional Payments by the Governing Boards

~~In addition to the regular fees, the System's governing boards agree to pay for the required support services to the Township Utilities~~MHOG Utility ~~Department by providing compensation for~~ The parties acknowledge that the governing boards of the Systems shall each pay directly for services and products not covered by this Agreement including: utilities (gas, electric, and phone), utilities, chemicals, repair parts, outside contractor services, licenses fees and permits, laboratory testing, MXU radio read units, and specialized tools and supplies for each system. Additionally, specialized tools and materials required for the operation of a specific System will be the responsibility of that respective System.

Section 5.7 - Procedures for the DPW Providing Services to Additional Systems

During the term of this Agreement, the ~~Township Utilities~~MHOG Utility Department may be requested to provide services to additional utility systems or governing bodies. Providing services to additional systems may result in improved operation, efficiency, and cost savings for the residents served by the Systems. As a result, the following procedures will be utilized to evaluate requests by third parties to receive utility services from the ~~Township Utilities~~MHOG Utility Department:

Section 5.7.1 - Notification of Request

The ~~Utilities~~Staff shall provide notice to each party to this Agreement of a request from an outside party to have the ~~Township Utilities~~MHOG Utility Department provide utility services to such outside party.

Section 5.7.2 - Preliminary Staffing and Financial Assessment

Following the request notification, the ~~Township Utilities~~MHOG Utility ~~Department Utilities~~Staff shall perform a preliminary evaluation of the potential staffing and financial impacts to the existing DPW Fund Budget. If improved operation and cost savings for the existing DPW Fund are not projected with the preliminary evaluation, then utility services will not be provided to the outside party.

Section 5.7.3 - Approval by Governing Boards

A preliminary staffing and financial evaluation that projects improved operation and cost savings will be presented to each governing board of the Systems. Prior to providing such utility services to the requesting third party, the governing board of each System will need to approve by resolution the services that will be performed, the costs that will be charged to such third party and the manner in which the staff and legal costs associated with providing utility services to such third party will be paid. Additionally, the governing board of each System will also be required to approve any revision to the DPW Fund Budget that exceeds by 5% the then current DPW Fund Budget and any revisions to the allocation of costs provided by Section 5.2 of this Agreement.

Section 5.7.4 - Billing Only Duties

Should the services requested by the third party consist only of performing billing duties that do not significantly impact staffing levels or costs, the Utilities Staff can perform such billing duties without the staffing and financial assessment described above.

Section 5.8 – Reserve Funds

Section 5.8.1 – Fund Balance

The target fund balance in the DPW Fund at the end of each fiscal year during the ~~initial~~ Term of this Agreement shall be \$~~5060~~,000 following the annual audit of the DPW Fund, with the exception of the vehicle reserve fund, which shall be maintained as described in Section 5.8.2. To the extent that the DPW Fund has a balance of more than \$70,000 following the annual audit of the DPW Fund, then the amount exceeding \$70,000 shall be returned to the parties hereto based on the same allocations on which such funds were paid to the DPW Fund. In the event that the DPW Fund balance falls below \$30,000 at the end of any fiscal year following the annual audit of the DPW Fund, the Township may adjust the budget for the following year to replenish the DPW Fund Budget to the target fund amount. ~~After the initial term of this Agreement~~For fiscal year 2016-2017 and thereafter, the fund balance in the DPW Fund Budget shall have a target amount of 3.0% of the total budgeted revenue for the then current Township DPW Fund Budget.

Section 5.8.2 – Vehicle Reserve Fund

As part of the DPW Budget, the Township shall maintain a segregated DPW vehicle reserve fund. This fund shall be used for replacement of the vehicle fleet as the fleet ages and repair costs and safety concerns warrant replacement of the vehicles. ~~During the initial term of the Agreement~~For fiscal year 2016-2017 and thereafter, the fund balance in the vehicle reserve fund shall not exceed \$250,000 ~~as the current value of the vehicles purchased was \$321,581.96.~~

ARTICLE VI - TERM AND TERMINATION

Section 6.1 - Term

This Agreement ~~begins~~ began on April 1, 2011 ~~2016-2011~~ (the "Commencement Date") and the initial term ran through ends March 31, 2016 ~~2021-2016~~ ~~(the "initial term")~~. The parties hereby renew this Agreement for an additional five (5) year term which term shall expire on March 31, 2021. Thereafter, The term of the agreement this Agreement will automatically renew for successive five (5) year ~~periods~~ terms each, unless written notice of termination is provided by a party to this Agreement to the other parties not more than 180 days and not less than 90 days prior to the end of the ~~initial~~ then current ~~term or any subsequent term of this Agreement as applicable~~. In such event this Agreement shall only terminate as to the terminating party(ies) provided that the remaining parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above. In the event that a party elects to terminate this Agreement without cause, and that party creates employment positions (or third party contractor positions) to operate its Systems, that party shall provide first preference for any such positions to any ~~Township DPW workers~~ Utilities Staff that are, or will be, displaced (or laid off) as a result of that party's election to terminate. In the event that any ~~Township employees~~ Utilities Staff are laid off as a result of a party terminating this Agreement without cause and said ~~Township employees~~ Utilities Staff are not hired by ~~said the terminating~~ party, then ~~said the terminating~~ party shall, on a quarterly basis, reimburse the Township for all unemployment costs incurred by the Township as a result of said layoff(s) for a period of one (1) year from the effective date of said termination.

Section 6.2 - Events of Default and Remedies

The failure of any party to comply with any material term of this Agreement shall constitute a default. Upon default by a party, the complaining party shall send written Notice of Default to the defaulting party with a copy to the other parties. Such notice shall clearly specify the nature of the default and provide the defaulting party sixty (60) days to cure the default. If the default is capable of being cured within sixty (60) days, but is not cured within the sixty (60) days, the Agreement shall, at the option of the non-defaulting party(ies), terminate at midnight of the sixtieth (60th) day following receipt of the Notice of Default. In the case of default that cannot be cured within sixty (60) days, the Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other ~~party~~ parties and the defaulting party has commenced and is diligently pursuing a remedy, provided, however, that if the defaulting party has failed to give notice or failed to commence or pursue a remedy, the termination of this Agreement as to the defaulting party shall be at the option of the non-defaulting party(ies). Evidence of such remedy and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the ~~other party~~ non-defaulting party(ies), and in any event such extension may not extend for more than one hundred eighty (180) days. Any termination under this paragraph shall only be effective as to the defaulting party and this Agreement shall remain in full force and effect as to the non-defaulting parties, provided that the non-defaulting parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above.

In the event of the termination of this Agreement under the terms outlined above, the ~~Systems defaulting party~~ shall pay the Township for the services provided and invoiced up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination. Additionally, the non-breaching party or parties shall retain and may pursue all other remedies that may be available under applicable law.

Section 6.3 - Additional Option to Terminate as a Result of the Annual DPW Fund Budget

In addition~~d~~ to the other termination options under this Agreement, the parties to this Agreement shall have the right to terminate this Agreement in the event that the annual budget presented by the ~~Township Utilities~~~~MHOG Utility~~ Department in March of each year, pursuant to Section ~~5.3-5.5~~ of this Agreement, exceeds by more than 10% the DPW Fund Budget for the then current fiscal year. Any modifications previously approved by the governing boards of the Systems (including, but not limited to, modifications approved under Sections 3.4, 3.5 and 5.7.3 of this Agreement) shall be excluded from the calculation of whether the 10% threshold has been exceeded. In order for a party to terminate this Agreement pursuant to this Section, such party must provide written notice to the other parties to this Agreement no later than April 15 following the presentation of the annual budget and in such case, the then current DPW Fund Budget shall remain in place and this Agreement shall terminate on the following June 30.

ARTICLE VII - INSURANCE

Section 7.1 - Insurance Provided by Genoa Township

The Township shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability and Vehicle Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Worker's Compensation Insurance in compliance with the laws of the State of Michigan, covering Township ~~E~~mployees engaged in the performance of ~~S~~ervices, to the required statutory amount.
- (3) Sewer Backup Coverage in the amount of \$250,000.

Section 7.2 - MHOG Insurance

MHOG shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by MHOG.

Section 7.3 - ~~Genoa-Oceola~~ G-O Insurance

G-O shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property ~~in Genoa-Oceola~~ owned by G-O.
- (3) Sewer Backup Coverage in the amount of \$250,000.

ARTICLE VIII - DISPUTE RESOLUTION

Section 8.1 - Appointment of Panel

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utilities Staff shall appoint one representative to the Panel, the governing bodies of the Systems shall collectively appoint one representative to the Panel and the two representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within fifteen (15) days of written notice of a dispute or claim.

Section 8.2 - Additional Remedies and Arbitration

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within sixty (60) days of appointment, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they mutually agree in writing, submit any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof to arbitration in accordance with the Arbitration Rules of the American Arbitration Association currently in effect, or such other rules of arbitration to which they may mutually agree. The arbitration shall be conducted in a location selected by mutual agreement of the parties. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own legal counsel, witnesses and documents it submits to the arbitrator. The arbitrator shall have no authority to change any provision of this Agreement, and the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement in accordance with the laws of the State of Michigan. If the parties mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law and any court having jurisdiction thereof. Any and all awards shall be in writing and shall give the arbitrator's supporting reasons for the award. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between the parties.

Section 8.3 - Covenant to Continue Work

During resolution of any dispute under this Article, the Township and the System’s governing boards shall each continue to perform their respective obligations under this Agreement without interruption or delay.

ARTICLE IX - MISCELLANEOUS

Section 9.1 - Assignment

This Agreement is binding on the parties hereto, and their permitted successors and assigns. The parties agree not to transfer or assign their respective interests in this Agreement without the written consent of the other parties hereto.

Section 9.2 - Choice of Law and Forum

This Agreement shall be subject to and governed by the laws of the State of Michigan. The parties agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

Section 9.3 - Entire Agreement

This Agreement and the attached exhibits represent the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, negotiations or agreements whether written or oral.

Section 9.4 - Notices

All notices shall be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices to be given to Genoa Charter Township will be addressed to:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attention: Supervisor

Notices to be given to MHOG will be addressed to:

MHOG Sewer and Water Authority
1577 N. Latson Road
Howell, MI 48843
Attention: Secretary

Notices to be Genoa-Oceola will be addressed to:

Genoa-Oceola Sewer and Water Authority
2911 Dorr Road
Brighton, MI 48116
Attention: Secretary

Section 9.5 - Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

Section 9.6 - Amendment or Modification of Agreement

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative.

Section 9.7 - Third Party Beneficiaries

Except as expressly provided herein, this Agreement does not create, and is not intended to create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, or any other right in favor of any person other than the parties.

Section 9.8 - Counterparts

This Agreement may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure the benefit of the parties to it and their respective successors and assigns.

Section 9.9 - Required Taxes, Insurances, Fees and Documents

The Township agrees that it will operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their respective duly authorized officers, all as the day and year first above written.

MARION, HOWELL, OCEOLA AND GENOA
SEWER AND WATER AUTHORITY

Date: _____

By: William J. Bamber
Secretary

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: _____

By: Lance Schuhmacher
Secretary

GENOA CHARTER TOWNSHIP

Date: _____

By: Gary McCririe
Its: Supervisor

Approved as to form for the Marion, Howell, Ocala and Genoa Sewer and Water Authority and for the Genoa-Ocala Sewer and Water Authority by Jim Kiefer of Dykema on ~~February 10, 2011~~ February 10, 2016.

Approved as to form for Genoa Charter Township by Frank Mancuso of Mancuso & Cameron, PC on ~~February 10, 2011~~ February 10, 2016.

EXHIBITS

- Exhibit 1** – Duties of ~~Administrative Services~~Support Services Division
- Exhibit 2a** – ~~Water System Operation and Maintenance~~ Duties of Water Division
- Exhibit 2b** – ~~Wastewater System Operation and Maintenance~~ Duties of Wastewater Division
- Exhibit 3** – Utility Billing Services Statement of Duties under Support Services Division
- Exhibit 4** – ~~Utilities~~ MHOG-Utility Department Staff Organization Chart
- Exhibit 5** - Vehicle, Supply, and Material Summary
- Exhibit 6** – ~~2012-2017~~ Genoa Charter Township DPW Fund Budget Worksheet
- Exhibit 7** – ~~2011-2016/17~~ System Labor and Equipment Allocation Percentage
- Exhibit 8** – Timetable for Allocation of Budget

AMENDED AND RESTATED
UTILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of - _____, ____2016, by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), and Genoa Charter Township (“Township”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116.

ARTICLE I - RECITALS

WHEREAS, MHOG, G-O and the Township entered into the Utility Services Agreement on February 22, 2011 (the “Agreement”), the parties now wish to amend the Agreement and for the sake of clarity agree to restate the Agreement;

WHEREAS, the Township owns and operates (i) the Oak Pointe Sanitary Sewer System, (ii) the Oak Pointe Water Supply System, and (iii) the Lake Edgewood Sanitary Sewer System; and

WHEREAS, the Townships of Marion, Howell, Oceola, and Genoa have organized MHOG pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a water supply system; and

WHEREAS, the Townships of Genoa and Oceola have organized the G-O pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a sanitary sewer collection and treatment system; and

WHEREAS, (i) the Township’s Oak Pointe Sanitary Sewer System, (ii) the Township’s Oak Pointe Water System, (iii) the Township’s Lake Edgewood Sanitary Sewer System, (iv) the water production and distribution system operated by MHOG, and (v) the sanitary sewer collection and treatment system operated by the G-O shall, for the purpose of this Agreement, collectively be referred to as the “Systems”; and

WHEREAS, the Township, MHOG and G-O have concluded that the operation of Systems is needed to promote and improve the health and welfare of the residents of the users of such Systems; and

WHEREAS, the Township, MHOG and G-O have concluded that combined operational services which share administrative, billing, operational staff and equipment over the five Systems will result in improved operation, efficiency, and cost savings for the residents served by the Systems; and

WHEREAS, the Township operates a Utility Department with a separate DPW Fund (the “DPW Fund”) that provides utility services to the Systems, the staff of the Utility Department is referred to herein as the “Utilities Staff” and while the Utility Department is often referred to as the “MHOG Utility Department” in conducting its business, for the purposes of this Agreement it shall be referred to as the “Utility Department”;

NOW, THEREFORE, in consideration of the promises below and other valuable consideration the receipt of which is hereby acknowledged, the Agreement is hereby amended and restated as follows:

ARTICLE II - OPERATION OF THE SYSTEMS

Beginning on the Commencement Date (as defined below) and during the term of the Agreement, the Township agrees to provide, through the Utility Department, the staff, vehicles, supplies and materials needed to operate the Systems. The Utility Department agrees to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Systems. The Utilities Staff shall take direction from the governing board of each respective System with respect to the specific operation of each such System, and the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE III - SCOPE OF SERVICES

When performing services pursuant to this Agreement for the Systems, the Township personnel described below shall report to and be subject to direction of the appropriate governing board of the respective System, although such personnel shall remain employees of the Township and not of the Systems. As described above, the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System.

Section 3.1 - Administrative and Support Services

Administrative staff to be employed by the Utility Department and assigned to the Systems shall consist of a Utility Director, a Deputy Utility Director - Water, a Deputy Utility Director - Wastewater, and an Engineer and such other personnel as shall be necessary to perform the utility services described in this Agreement. A description of the duties to be carried out by the administrative staff is set forth in **Exhibit 1**.

Section 3.2 - Operation and Maintenance Services

Operation and maintenance staff to be employed by the Utility Department and assigned to the Systems shall consist of the necessary plant, collection and distribution system personnel. A description of the duties to be carried out by the operation and maintenance staff with regard to water systems is set forth in **Exhibit 2a** and with regard to sanitary sewer systems is set forth in **Exhibit 2b**.

Section 3.3 - Meter Service, Reading, Billing and Receipting Services

Meter reading, billing, and receipting staff to be employed by the Utility Department and assigned to the Systems shall consist of the necessary staff to bill, read, and receipt water and sanitary sewer service. A description of the duties to be carried out by the billing services staff is set forth in **Exhibit 3**.

Section 3.4 - Staffing Levels

The proposed staffing level to conduct and maintain the various services described in this Agreement is presented in Utility Department Organization Chart shown in **Exhibit 4**. The parties to this Agreement acknowledge that during the term of this Agreement staffing levels will vary pending the season, level of effort required, attenuation, termination, disability, or other circumstances. The parties acknowledge that the Utility Department shall have the right to modify staffing levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the Utility Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the Utility Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made only with the prior written approval of the governing boards of each of the Systems except, that modifications in staffing levels made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

Section 3.5 - Vehicle, Supply, and Material Levels

During the term of this Agreement, the Utility Department agrees to provide vehicles, supplies, equipment and materials necessary to perform the essential duties outlined in this Agreement. A summary of the vehicles, supplies, and materials initially to be provided is set forth in **Exhibit 5**. The parties to this Agreement acknowledge that during the term of this Agreement vehicle, supply, and material levels will vary pending changes in scope of services, staffing levels, and regulations. The parties acknowledge that the Utility Department shall have the right to modify these levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the Utility Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the Utility Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

ARTICLE IV - CAPITAL PROJECTS

The Utilities Staff may propose capital improvements in order to comply with changes in law, to reduce costs, to increase energy efficiency, to meet System demands, or to improve the Systems operations. The Utility Department will not be relieved of its responsibilities to perform under this Agreement if the recommendations of the Utilities Staff are not implemented by the System's governing boards, unless the failure by such governing boards to implement such recommendations prevents the Utility Department from complying with its obligations hereunder or under applicable law.

ARTICLE V - PAYMENT FOR SERVICES

The Utility Department shall receive compensation for providing staff, vehicles, supplies and material necessary to provide the administrative, operational, maintenance and billing services contemplated by this Agreement, and the Systems shall be billed monthly based on the methodology presented below.

Section 5.1 - DPW Fund Budget

During the term of this Agreement, the Township shall maintain a separate DPW Fund Budget (the "DPW Fund Budget") to track revenues and expenses associated with the staff, vehicles, supplies and materials and other expenses required to perform the administrative, operational, maintenance and billing services outlined in this Agreement. The fiscal operating year for the Utility Department is April 1 through March 31st. The 2016-2017 DPW Fund Budget is presented in **Exhibit 6**. The DPW Fund Budget shall be established annually and shall balance.

The Township auditor shall prepare quarterly budget to actual reports for presentation to System's governing boards on a quarterly basis. Failure to present reports less than semi-annually shall constitute a default of this Agreement.

Section 5.1.1 - Revenue

Revenue to the DPW Fund shall include: (i) receipted funds from the Systems for providing administrative, operational, and billing services, (ii) receipted funds collected from the billing of systems for which full operational services are not performed (iii) charges to Developers for new development costs, (iv) interest income and other miscellaneous revenue streams not otherwise described, and (v) charges for vector truck services provided to the various systems. **Exhibit 6** contains a proforma breakdown of the various revenues for the fiscal year ending March 31, 2017.

Section 5.1.2 - Expenses

Expenses to the DPW Fund shall include the payments made from the fund for labor costs for Utility Department employees (direct costs, benefits and indirect costs), insurance, taxes, fuel, repairs, vehicle purchases, employee vehicle use, outside consultants, computers, software, equipment, tools, vector services, and other items required to properly provide the services described in this Agreement, as well as any legal services and accounting services related to employees of the Utility Department or services provided by the Utility Department to the Systems pursuant to this Agreement. Budgeted expenses for the fiscal year ending March 31, 2017 are listed in **Exhibit 6**.

Section 5.2 - Calculation of Labor and Equipment Compensation

The parties agree that for the fiscal year 2016-2017, the operational costs for the Systems shall be allocated based on the 2016/17 allocation percentages presented in **Exhibit 7**. Beginning on April 1, 2017, and in each subsequent year, the allocation percentage calculation shall be based on the formula presented in **Exhibit 7**. In November of each year, the Utilities

Staff will re-evaluate the System allocations based on changes in the number of customers, piping, pump stations, consolidation of systems, as illustrated in the formula. The Utilities Staff will then present the revised allocation to the governing boards of the Systems in January of each year and such revised allocation shall be considered for approval by the governing board of each System prior to the end of January of each year. The governing boards of the System shall use their best efforts to approve any proposed revised allocation, shall promptly state the basis for any rejection of any such allocation, and shall bargain in good faith to ensure that a fair allocation is agreed upon no later than February 1st of each year. In the event that the revised allocation is not approved by the governing board of each System as set forth above, then the then current allocation shall remain in effect for the fiscal year beginning on the following April 1. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the DPW's annual budget and annual allocation of costs to the Systems.

Section 5.3 - Base Payment for Services

The Utility Department shall invoice the Systems monthly for services provided by the approved allocation percentage of the annual DPW Fund Budget, minus the fixed billing revenue. **Exhibit 6** documents how fiscal year 2016-2017 will be invoiced. Each subsequent year shall be invoiced in a similar manner. All such invoices for services shall be paid within 45 days after the invoice has been sent.

Section 5.4 - Surpluses and Shortfalls

As the annual monthly payments are based on the total anticipated expenses of the DPW Fund Budget, surpluses and deficits may result at the end of the budget year for things such as employee departure, insurance adjustments, fuel prices, mechanical failures, utility service interruption or acts of nature. This adjustment will occur in August of each calendar year of this Agreement following completion of the annual audit of the DPW Fund. Surpluses or deficits will be adjusted back to each System based on the allocation percentage unless one or more Systems causes a substantial or disproportionate change in the DPW Fund Budget, in which case such System shall bear the resulting change in cost. An example of an event that might cause a disproportionate change includes, but is not limited to, serious mechanical failures of a system, power outages, system failures, or acts of God (lightning, fire, flood, etc) that cause the Utility Department to incur significant additional cost to keep such system operational.

Section 5.5 - Annual Budget Adjustment

Based on the allocation percentages described above, annual budget adjustments will be presented to the System's governing boards in February for each effective year of this Agreement. The Utility Department will make reasonable attempts to maintain and reduce operational costs for the Systems. Comments will be received from the System's governing boards, and a final budget will be presented in March of each year. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the annual budget for the DPW Fund.

Section 5.6 - Additional Payments by the Governing Boards

The parties acknowledge that the governing boards of the Systems shall each pay directly for services and products not covered by this Agreement including: utilities (gas,

electric, and phone), chemicals, repair parts, outside contractor services, licenses fees and permits, laboratory testing, MXU radio read units, and specialized tools and supplies for each system. Additionally, specialized tools and materials required for the operation of a specific System will be the responsibility of that respective System.

Section 5.7 - Procedures for the DPW Providing Services to Additional Systems

During the term of this Agreement, the Utility Department may be requested to provide services to additional utility systems or governing bodies. Providing services to additional systems may result in improved operation, efficiency, and cost savings for the residents served by the Systems. As a result, the following procedures will be utilized to evaluate requests by third parties to receive utility services from the Utility Department:

Section 5.7.1 - Notification of Request

The Utility Staff shall provide notice to each party to this Agreement of a request from an outside party to have the Utility Department provide utility services to such outside party.

Section 5.7.2 - Preliminary Staffing and Financial Assessment

Following the request notification, the Utilities Staff shall perform a preliminary evaluation of the potential staffing and financial impacts to the existing DPW Fund Budget. If improved operation and cost savings for the existing DPW Fund are not projected with the preliminary evaluation, then utility services will not be provided to the outside party.

Section 5.7.3 - Approval by Governing Boards

A preliminary staffing and financial evaluation that projects improved operation and cost savings will be presented to each governing board of the Systems. Prior to providing such utility services to the requesting third party, the governing board of each System will need to approve by resolution the services that will be performed, the costs that will be charged to such third party and the manner in which the staff and legal costs associated with providing utility services to such third party will be paid. Additionally, the governing board of each System will also be required to approve any revision to the DPW Fund Budget that exceeds by 5% the then current DPW Fund Budget and any revisions to the allocation of costs provided by Section 5.2 of this Agreement.

Section 5.7.4 - Billing Only Duties

Should the services requested by the third party consist only of performing billing duties that do not significantly impact staffing levels or costs, the Utilities Staff can perform such billing duties without the staffing and financial assessment described above.

Section 5.8 – Reserve Funds

Section 5.8.1 – Fund Balance

The target fund balance in the DPW Fund at the end of each fiscal year during the Term of this Agreement shall be \$60,000 following the annual audit of the DPW Fund, with the exception of the vehicle reserve fund, which shall be maintained as described in Section 5.8.2. To the extent that the DPW Fund has a balance of more than \$70,000 following the annual audit of the DPW Fund, then the amount exceeding \$70,000 shall be returned to the parties hereto based on the same allocations on which such funds were paid to the DPW Fund. In the event that the DPW Fund balance falls below \$30,000 at the end of any fiscal year following the annual audit of the DPW Fund, the Township may adjust the budget for the following year to replenish the DPW Fund Budget to the target fund amount. For fiscal year 2016-2017 and thereafter, the fund balance in the DPW Fund Budget shall have a target amount of 3.0% of the total budgeted revenue for the then current Township DPW Fund Budget.

Section 5.8.2 – Vehicle Reserve Fund

As part of the DPW Budget, the Township shall maintain a segregated DPW vehicle reserve fund. This fund shall be used for replacement of the vehicle fleet as the fleet ages and repair costs and safety concerns warrant replacement of the vehicles. For fiscal year 2016-2017 and thereafter, the fund balance in the vehicle reserve fund shall not exceed \$250,000.

ARTICLE VI - TERM AND TERMINATION

Section 6.1 - Term

This Agreement began on April 1, 2011 (the “Commencement Date”) and the initial term ran through March 31, 2016. The parties hereby renew this Agreement for an additional five (5) year term which term shall expire on March 31, 2021. Thereafter, this Agreement will automatically renew for successive five (5) year terms each, unless written notice of termination is provided by a party to this Agreement to the other parties not more than 180 days and not less than 90 days prior to the end of the then current term. In such event this Agreement shall only terminate as to the terminating party(ies) provided that the remaining parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above. In the event that a party elects to terminate this Agreement without cause, and that party creates employment positions (or third party contractor positions) to operate its Systems, that party shall provide first preference for any such positions to any Utilities Staff that are, or will be, displaced (or laid off) as a result of that party's election to terminate. In the event that any Utilities Staff are laid off as a result of a party terminating this Agreement without cause and said Utilities Staff are not hired by the terminating party, then the terminating party shall, on a quarterly basis, reimburse the Township for all unemployment costs incurred by the Township as a result of said layoff(s) for a period of one (1) year from the effective date of said termination.

Section 6.2 - Events of Default and Remedies

The failure of any party to comply with any material term of this Agreement shall constitute a default. Upon default by a party, the complaining party shall send written Notice of Default to the defaulting party with a copy to the other parties. Such notice shall clearly specify

the nature of the default and provide the defaulting party sixty (60) days to cure the default. If the default is capable of being cured within sixty (60) days, but is not cured within the sixty (60) days, the Agreement shall, at the option of the non-defaulting party(ies), terminate at midnight of the sixtieth (60th) day following receipt of the Notice of Default. In the case of default that cannot be cured within sixty (60) days, the Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other parties and the defaulting party has commenced and is diligently pursuing a remedy, provided, however, that if the defaulting party has failed to give notice or failed to commence or pursue a remedy, the termination of this Agreement as to the defaulting party shall be at the option of the non-defaulting party(ies). Evidence of such remedy and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the non-defaulting party(ies), and in any event such extension may not extend for more than one hundred eighty (180) days. Any termination under this paragraph shall only be effective as to the defaulting party and this Agreement shall remain in full force and effect as to the non-defaulting parties, provided that the non-defaulting parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above.

In the event of the termination of this Agreement under the terms outlined above, the defaulting party shall pay the Township for the services provided and invoiced up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination. Additionally, the non-breaching party or parties shall retain and may pursue all other remedies that may be available under applicable law.

Section 6.3 - Additional Option to Terminate as a Result of the Annual DPW Fund Budget

In addition to the other termination options under this Agreement, the parties to this Agreement shall have the right to terminate this Agreement in the event that the annual budget presented by the Utility Department in March of each year, pursuant to Section 5.5 of this Agreement, exceeds by more than 10% the DPW Fund Budget for the then current fiscal year. Any modifications previously approved by the governing boards of the Systems (including, but not limited to, modifications approved under Sections 3.4, 3.5 and 5.7.3 of this Agreement) shall be excluded from the calculation of whether the 10% threshold has been exceeded. In order for a party to terminate this Agreement pursuant to this Section, such party must provide written notice to the other parties to this Agreement no later than April 15 following the presentation of the annual budget and in such case, the then current DPW Fund Budget shall remain in place and this Agreement shall terminate on the following June 30.

ARTICLE VII - INSURANCE

Section 7.1 - Insurance Provided by Genoa Township

The Township shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability and Vehicle Liability Insurance with a combined single limit in the amount of \$5,000,000.

- (2) Worker's Compensation Insurance in compliance with the laws of the State of Michigan, covering Township employees engaged in the performance of services, to the required statutory amount.
- (3) Sewer Backup Coverage in the amount of \$250,000.

Section 7.2 - MHOG Insurance

MHOG shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by MHOG.

Section 7.3 - G-O Insurance

G-O shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by G-O.
- (3) Sewer Backup Coverage in the amount of \$250,000.

ARTICLE VIII - DISPUTE RESOLUTION

Section 8.1 - Appointment of Panel

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utilities Staff shall appoint one representative to the Panel, the governing bodies of the Systems shall collectively appoint one representative to the Panel and the two representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within fifteen (15) days of written notice of a dispute or claim.

Section 8.2 - Additional Remedies and Arbitration

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within sixty (60) days of appointment, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they

mutually agree in writing, submit any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof to arbitration in accordance with the Arbitration Rules of the American Arbitration Association currently in effect, or such other rules of arbitration to which they may mutually agree. The arbitration shall be conducted in a location selected by mutual agreement of the parties. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own legal counsel, witnesses and documents it submits to the arbitrator. The arbitrator shall have no authority to change any provision of this Agreement, and the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement in accordance with the laws of the State of Michigan. If the parties mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law and any court having jurisdiction thereof. Any and all awards shall be in writing and shall give the arbitrator's supporting reasons for the award. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between the parties.

Section 8.3 - Covenant to Continue Work

During resolution of any dispute under this Article, the Township and the System's governing boards shall each continue to perform their respective obligations under this Agreement without interruption or delay.

ARTICLE IX - MISCELLANEOUS

Section 9.1 - Assignment

This Agreement is binding on the parties hereto, and their permitted successors and assigns. The parties agree not to transfer or assign their respective interests in this Agreement without the written consent of the other parties hereto.

Section 9.2 - Choice of Law and Forum

This Agreement shall be subject to and governed by the laws of the State of Michigan. The parties agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

Section 9.3 - Entire Agreement

This Agreement and the attached exhibits represent the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, negotiations or agreements whether written or oral.

Section 9.4 - Notices

All notices shall be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices to be given to Genoa Charter Township will be addressed to:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attention: Supervisor

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1577 N. Latson Road
Howell, MI 48843
Attention: Secretary

Notices to be Genoa-Oceola will be addressed to:

Genoa-Oceola Sewer and Water Authority
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Brighton, MI 48116
Attention: Secretary

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Section 9.6 - Amendment or Modification of Agreement

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative.

Section 9.7 - Third Party Beneficiaries

Except as expressly provided herein, this Agreement does not create, and is not intended to create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, or any other right in favor of any person other than the parties.

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This Agreement may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure the benefit of the parties to it and their respective successors and assigns.

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The Township agrees that it will operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their respective duly authorized officers, all as the day and year first above written.

MARION, HOWELL, OCEOLA AND GENOA
SEWER AND WATER AUTHORITY

Date: _____

By: William J. Bamber
Secretary

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: _____

By: Lance Schuhmacher
Secretary

GENOA CHARTER TOWNSHIP

Date: _____

By: Gary McCririe
Its: Supervisor

Approved as to form for the Marion, Howell, Oceola and Genoa Sewer and Water Authority and for the Genoa-Oceola Sewer and Water Authority by Jim Kiefer of Dykema on February 10, 2016.

Approved as to form for Genoa Charter Township by Frank Mancuso of Mancuso & Cameron, PC on February 10, 2016.

EXHIBITS

Exhibit 1 – Duties of Support Services Division

Exhibit 2a –Duties of Water Division

Exhibit 2b –Duties of Wastewater Division

Exhibit 3 – Utility Billing Services Statement of Duties under Support Services Division

Exhibit 4 – Utility Department Staff Organization Chart

Exhibit 5 - Vehicle, Supply, and Material Summary

Exhibit 6 – 2017 Genoa Charter Township DPW Fund Budget Worksheet

Exhibit 7 – FY2017 System Labor and Equipment Allocation Percentage

Exhibit 8 – Timetable for Allocation of Budget

Exhibit 1

Utility Department Support Services Division Statement of Duties

The Utility Department Support Services Division (SSD) shall perform such duties and responsibilities as directed from time to time by the System Boards. The following duties and responsibilities shall be performed by the SSD Staff, unless otherwise directed by the System Board:

Attend all System Board and Committee meetings. Currently the MHOG and GO Boards meet once per month and the Oak Pointe and Lake Edgewood committee's meet as necessary.

Approve chemical and supply orders from the plant and facilities operator.

Approve all invoices associated with operation of the System and allocate the expense to the appropriate line item within the System O&M Fund or the DPW Fund.

Oversee compliance of the DPW Operation and Maintenance Staff with the contract conditions (i.e. assure fire hydrants are pumped out on time, perform spot inspections, upkeep of plant maintenance, pump stations are checked in).

Oversee compliance of the Meter Service, Reading, Billing, and Receipting Staff with the contract conditions (ie. Meters maintained and read, bills sent out).

Bid subcontracted maintenance items such as lawn mowing and make recommendations to the System Board or Committee.

Make recommendations to the System Board(s) or Committee(s) considering capital improvements required to meet demand or flow conditions within the System or to provide improved monitoring, pressure modifications, or improved reliability and/or redundancy.

Make recommendations to the System Board(s) or Committee(s) regarding proposed capital improvements proposed by developers and townships.

Work with the accountant and consulting engineer on capital improvement plans.

Serve as a liaison between the System and the MDEQ. Address regulatory inquiries, inspections, violations and compliance.

Provide the System Board or Committee with staff recommendations on consulting engineering proposals.

Serve as a liaison with the public and press in the event of a system failure, water main break, sanitary sewer overflow, etc. Complete correspondence with the MDEQ for system failure events as necessary.

Provide a status report at the System Board or Committee Meetings.

Provide annual estimated budget expenses for each line item in the System's Operation and Maintenance Fund.

Oversee the operation of the Systems.

Hire operations personnel as necessary to complete the services outlined in **Exhibits 2 and 3**.

Oversee the general welfare of the Systems.

Coordinate and oversee the review of construction plans prepared by consulting engineers.

Review reports and plans prepared by consulting engineers and make recommendations to the System Board or Committee.

Recommend annual maintenance activities to the System Boards and Committees.

Oversee the submittal of construction plans to the MDEQ for permits.

Oversee the maintenance of electronic copies of conforming to construction record drawings.

Maintain and update truck books for the DPW showing the System's distribution and collection lines, including water hydrants and valves and sanitary sewer structures.

Oversee the maintenance of an up to date model of the MHOG water distribution system.

Provide recommendations to the System Board(s) or Committee(s) on distribution system or collection system improvements.

Oversee the development of a system wide database and management of the system data, including conforming to construction record drawings, water system production and distribution data, sanitary system treatment and collection system data, and customers connected to the Systems.

Host, Maintain, and Update the MHOG.org website with customer information for the MHOG system, Genoa-Oceola System, and Genoa Township Systems.

Serve as a host for maintenance tracking software to document inventory, work orders, and system components.

Oversee new development so that it is constructed in conformance with the approved Design Standards and Connection Manual.

Host and maintain a GIS database of utility system components.

Serve as a liason with the public, press, and media.

Exhibit 2a

Water Division Statement of Duties

Overview

The duties described are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by member of the Operator's Profession. Qualified, and where required, certified staff shall be provided.

Plant Operation

Operate the Water Treatment Plant in conformance with State Laws and Regulations including but not limited to:

- Staffing to meet production demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, NPDES Reports, Consumer Confidence Report, & Backflow and Cross Connection Reports to regulatory agencies and consumers as required by law
- Maintenance of wells and well houses including recommended preventative maintenance and emergency power service
- Maintenance of controls and instrumentation
- Coordination of Lime residual removal
- Maintain Buildings and Grounds including:
 - Recommending necessary painting projects to Authority Board
 - Bidding and hiring of lawn and snow removal services
 - Coordinating waste disposal services
- Performing other duties as necessary to maintain quality service

Distribution System

Operate the Water Distribution System in conformance with State Laws and Regulations including but not limited to:

Maintenance of water towers including altitude valves, emergency communication, temperature and level sensors, cathodic protection, periodic paint and coating inspections, and recommendations for painting and maintenance projects.

Utilize the computer and SCADA monitoring system and coordinate repairs as necessary.

Maintenance of pressure reducing valves including checking operation, verify operation and coordination of repairs.

Maintenance of Fire Hydrants including annual flushing, repairs as necessary, painting as necessary, conversion to Storz Fittings, and tracking in a GIS System.

Coordinate the repair of valve boxes, curb stops, and valves as necessary.

Performing and/or coordinating emergency repairs of water distribution components and lines

Conducting regulatory and public notifications, advisories, and recommended course of actions regarding interruption in service or boil water notices.

Conduct record management and maintenance of treatment and flow data.

Record management of work orders for meter service and customer repairs.

Coordinate with local and state agencies on right-of-way projects impacting the water Systems, including protection, relocation, and interruption of service.

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

Staff will ensure permits remain in effect and will address regulatory inquiries, inspections, and violations.

Administrative and operations staff will serve as Authority liaisons with the public, presenting a professional image of the Authority. Administrative staff will address public concerns regarding employee presentation and service.

Staff will perform its best effort with regard security of the facilities by locking facilities, utilizing alarm systems, tracking of keys, and tracking facility access by outside personnel. Staff will also make recommendations to the Governing Board regarding the implementation of security improvements.

Staff will make every effort to reduce energy usage in the facilities through use of energy saving devices and utilization of energy best management practices.

Staff serving the system will be encouraged to obtain training and obtain certifications to improve operational knowledge which will result in improved service to customers.

A 24 hour 1-800 emergency call center will be provided to answer customer and system after hour emergencies and dispatch of on-call personnel.

Exhibit 2b

Utilities Staff Waste Water Division Statement of Duties

Overview

The duties described are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by member of the Operator's Profession. Qualified, and where required, certified staff shall be provided.

Plant Operation

Operate the Wastewater Treatment Plant in conformance with State Laws and Regulations including but not limited to:

- Staffing to meet daily treatment demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, CMR Reports, DMR Reports to regulatory agencies as required by law
- Maintenance of controls and instrumentation
- Coordination of Biosolids residual removal
- Maintain Buildings and Grounds including:
 - Recommending necessary painting projects to Authority Board
 - Bidding and hiring of lawn and snow removal services
 - Coordinating waste disposal services
- Performing other duties as necessary to maintain quality service

Collection System

Operate the Wastewater Collections System in conformance with State Laws and Regulations including but not limited to:

Maintenance of pump stations including grinder pumps.

Maintenance and repair of air release valves.

Repair of valve boxes, curb stops, and valves as necessary. Performing and/or coordinating emergency repairs of wastewater collection components and lines

Conducting regulatory and public notifications, advisories, and SSO Events

Conduct record management and maintenance of treatment and flow data.

Record management of work orders for grinder and other repairs.

Coordinate with local and state agencies on right-of-way projects impacting Utilities including protection, relocation, and interruption of service.

Coordinate annual sewer cleaning activities

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

Miscellaneous Services

Staff will ensure permits remain in effect and will address regulatory inquiries, inspections, and violations.

Administrative and operations staff will serve as Authority liaisons with the public, presenting a professional image of the Authority. Administrative staff will address public concerns regarding employee presentation and service.

Staff will perform its best effort with regard security of the facilities by locking facilities, utilizing alarm systems, tracking of keys, and tracking facility access by outside personnel. Staff will also make recommendations to the Governing Board regarding the implementation of security improvements.

Staff will make every effort to reduce energy usage in the facilities through use of energy saving devices and utilization of energy best management practices.

Staff serving the system will be encouraged to obtain training and obtain certifications to improve operational knowledge which will result in improved service to customers.

A 24 hour 1-800 emergency call center will be provided to answer customer and system after hour emergencies and dispatch of on-call personnel.

Exhibit 3

Meter Service, Reading, Billing and Receipting Services Under Support Services Division Statement of Duties

Meter Installation - Permanent

Receive and File Meter Sales Forms

- Schedule with Customers Order and Pick-up of Specialty Meters (>1-inch)

Maintain inventory of meters

Schedule appointments with customers for meter installations

Perform Meter Installs

- Obtain Backflow Certificate

- Install Meter and Reading Device

- GPS Location for Vehicle Based Reading Unit

- Complete Work Order with Meter and Head Numbers for Input into Billing Software

Utilize Work Order to Set-Up a New Customer Account or Update for Irrigation Install

- For commercial account, select hazard classification and add to Hydrocorp Inc. list for Backflow and Cross Connection Inspection

- Input GPS Points

- Input Backflow Control Device for residential and irrigation accounts

- File Installation Paperwork

- Locating curb stops for builders and homeowners.

Meter Installation – Seasonal

Schedule Spring Installation for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

- Send out notification letters to each account

- Require backflow device test during installation

Install meters at scheduled times

- Turn on water services

- Test radio read device

- Obtain Backflow Certificate

Schedule Fall Removal for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

- Send out notification letters to each account of winterization responsibilities

- Remove meters

- Obtain final reads on each account

- Shut down water services

Meter Reading & Billing

R-Type MXU accounts are loaded into vehicle based reading route

M-Type MXU accounts are loaded into handheld reading unit and /or future vehicle based unit

Radio reads are obtained in the field

Audit of non-reads by MXU units are added to manual read accounts

Each non-read manual is visited to obtain a read

Non reads are added to repair list and letters are sent to customer requesting appointments.

Each read is audited by:

- Verifying of account information

- Each read is compared to previous quarter

- Contact made with each customer with read outside normal range, accounts are noted when a homeowner is gone during the winter months.

- Research reads that show no usage.

- Identify if there is a leak. If leak is found, determine if sewer or water only.

- Adjust accounts as necessary

- Identify Repairs and Perform Site Visits, including but not limited to:

 - Assisting Homeowners with identifying leaks

 - Change out of meter heads

 - Researching as to why a home or business may not have irrigation usage over summer. (Irrigation System may have bypass installed).

Following of Audit, meter reads are posted to accounts

Following posting of accounts, bills are printed

Printed bills are separated and sorted for post office

Bills are placed in batches for apartment complexes, condos, etc... to save on postage

Postage is calculated, and payment and delivery of bills is made to post office.

Copy of Howell Township's meter reads are forwarded to Howell Township along with all supporting documents.

Post Meter Reading and Billing

As referenced above, between billing cycles:

- Non-reads are scheduled for maintenance which may include:

 - Installation of an external MXU

 - Re-wiring from reading unit to meter

 - Change out of faulty or clogged meter

 - Change out of meter head

 - Frequently, the above task require preparation of mailings to customers to obtain home access

- Record any account or equipment changes in Billing Software.

- Transfer of Delinquent balances to Place on Tax Rolls

Handling of All Bankruptcy Accounts which includes:

Chapter 7 – If is debt discharged balances are written off

Chapter 13 – Balance that is owed at time of filling is transferred to an additional account with payments being applied from Trustee only.

All bankruptcy amounts must be broken down into water and sewer dollars.

Obtaining Final Reads and Preparation Final Bills from Property Sales

Final bills are printed once a month, however, the majority of final bills are faxed directly to the title company that is holding escrow, this is done daily.

Answering of customer account changes and complaints, questions on bills and scheduling of inspections for leaks.

Provide assistance to customers accessing & making Payments using MHOG's on-line bill paying web site by taking verbal Credit or Debit card payments from customers over the Phone.

Miscellaneous Services

Tracking and service shut-off of foreclosures

Cross Connection Program and Consumer Confidence Reports

Software Upgrades & Annual Maintenance & Software Support Fees

Response to Township request for usage history

Preparation of billing reports for commercial account audits

Preparing Billing Summaries & Account Receivable Reports by District & Township

Entering any adjustments on customer accounts, example: NSF Checks, removing payment.

Keeping track of all meters installed for each subdivision or complex. Any meters not installed yet are checked to make sure lot is still vacant.

Maintaining list of all paid and unpaid meter packages, always checked before meter package is installed in new home.

Bill Collection

Opening mail

- Matching check to payment stub
- No stub included – look up information and write ticket
- From closing companies - looking up to make sure new owner is set up on system

Posting payments

Balancing posting

- Add checks and cash to balance to posting amount
- Write out deposit ticket
- Run posting reports
- Commit batch after balancing

- Put reports into Utility Receipts binders

Deposit to bank

Customer relations

- Taking payments over the counter
- Taking phone calls from customer
- Solving problems for customers
- Collect NSF's

Payments on line

- Retrieve via Email from Billing Software total amount submitted the day before
- Run posting reports
- Next day verify monies in bank match on line payment total
- Commit batch
- Put reports into Utility Receipts binders

Delinquents to Tax Rolls

- Work with Billing Specialist to transfer delinquents to tax rolls
- Special handling of paid delinquents from Sept – Nov
- Disburse delinquent amounts paid to individual townships so they can mark their tax roll accordingly

Balancing Account and Distributing Funds

- Make Excel Sheets from G/L Distribution Daily Reports, to give breakdown of sewer & water by district
- Using spreadsheet enter Deposit totals into Quick Books
- Enter any fees (Merchant Fees) etc
- Do Journal Entries - Non Sufficient Fund's (NSF's)
 - adjustments to statement
- Any refunds made on finals throughout the month
- Do checks for distribution
- Once Chart of Account Balances, print and distribute checks to each district
- Reconcile Account for the month

Close communication is required between the persons billing (finals), receipting (NSF's) and balancing throughout the month to insure balancing at the end of the month.

**Exhibit 4
MHOG Utility Department
Organizational Structure**

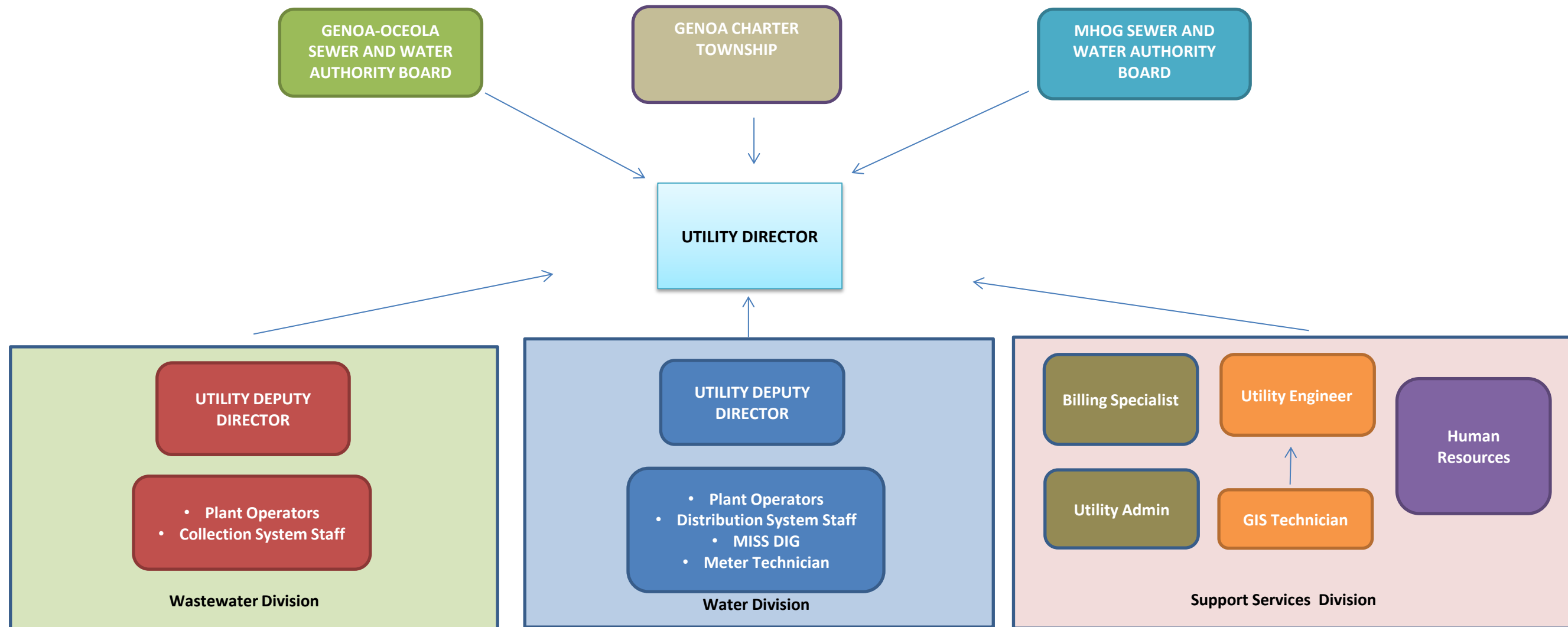


Exhibit 5

Vehicle, Supply, and Material Levels

Vehicles

A total of 20 vehicles will be provided to service the systems. Specialized vehicles will include:

One Ton Crane Truck - (1)

Plow Truck - (2)

Truck with 80 Gallon Fuel Tank and Transfer Pump - (1)

Vacuum Extraction Van (Grinder Van) – (1)

Vactor Truck – (1)

Supplies and Materials

Safety equipment including:

- Confined space entrance equipment including gas detectors,
- Individual PPE
- Traffic safety vests
- Eye protection
- Other job specific safety requirements

Paper and Office supplies

Computers and Software

Uniform Shirts

Meter Reading Equipment

Billing Software

GIS Software

Map Work Order Management System (Lucity[®] Software)

E-mail for Staff

Mobile Phone System

MISS DIG Accounts and Marking Equipment

MHOG Website

Exhibit 6

GENOA TOWNSHIP - DPW FUND #503
 FOR APPROVAL - BUDGET FOR THE FY ENDING 3/31/2017
 COMPARISON TO BUDGET FOR THE FY ENDING 3/31/2016 & FY2016 9-Mo. To Actual

ACCOUNT#	ACCOUNT DESCRIPTION	ADOPTED BUDGET FOR THE YEAR ENDING 3/31/2016	ACTUAL FOR THE 9 MONTHS ENDING 12/31/2015	ACCOUNT#	ACCOUNT DESCRIPTION	PROPOSED BUDGET FOR THE YEAR 3/31/2017	INCREASE / DECREASE FROM FY 2015 BUDGET	% INCREASE / DECREASE FROM FY 2015 BUDGET	NOTES
REVENUES									
400	FEES - EXCLUDING OPER LABOR			400	FEES - EXCLUDING OPER LABOR				
402	MARION SEWER (BILLING ONLY)	15,000	13,766	402	MARION SEWER (BILLING ONLY)	17,000	2,000		More accounts being billed now due to growth than historically
403	PINE CREEK WATER/SEWER (BILLING ONLY)	14,000	10,389	403	PINE CREEK WATER/SEWER (BILLING ONLY)	14,000	0		Same Number of Accounts
404	LAKE EDGEWOOD WATER (BILLING ONLY)	4,100	3,089	404	LAKE EDGEWOOD WATER (BILLING ONLY)	4,100	0		Same Number of Accounts
	SUBTOTAL - FEES EXCLUDING OPER LABOR	33,100	27,244		SUBTOTAL - FEES EXCLUDING OPER LABOR	35,100	2,000	6.0%	
410	FEES - INCLUDING OPER LABOR			410	FEES - INCLUDING OPER LABOR				
411.1	OAK POINTE SEWER/WATER	473,960	355,470	411.1	OAK POINTE SEWER/WATER	440,610	-33,350		Allocation Percentage Dropped 1.93% (No Plant)
412	MHOG WATER	964,190	723,143	412	MHOG WATER	979,090	14,900		Allocation Percentage Dropped 0.12%
413	LAKE EDGEWOOD SEWER	125,447	94,085	413	LAKE EDGEWOOD SEWER	124,898	-549		Allocation Percentage Dropped 0.13%
415	GENOA/OCEOLA SEWER	577,144	432,858	415	GENOA/OCEOLA SEWER	635,172	58,028		Allocation Percentage Increase 2.18%
	SUBTOTAL - FEES INCLUDING OPER LABOR	2,140,741	1,605,556		SUBTOTAL - FEES INCLUDING OPER LABOR	2,179,771	39,030	1.8%	Based on New Alloc. % and Budget Subtotal
				418 VACTOR TRUCK					Will Be Charged Based on Percentage of Use, Below Numbers are Budget Holder
				418.1	OAK POINTE SEWER/WATER	12,309			Estimated from # of Miles of Pipe in System
				418.2	MHOG WATER	26,643			Estimated from # of Miles of Pipe in System
				418.3	LAKE EDGEWOOD SEWER	2,757			Estimated from # of Miles of Pipe in System
				418.4	GENOA/OCEOLA SEWER	24,262			Estimated from # of Miles of Pipe in System
					SUBTOTAL-VACTOR TRUCK	65,971	65,971		
420	OTHER INCOME	500	23,921	420	OTHER INCOME	500	0		Refunds, recycling, etc...
430	CONSTRUCTION FEES	15,000	29,893	430	CONSTRUCTION FEES	15,000	0		Fees charged from DPW to New Constructicon Accounts
440	INTEREST INCOME	0	0	440	INTEREST INCOME	0	0		
	SUBTOTAL - OTHER INCOME	16,000	53,814		SUBTOTAL - OTHER INCOME	15,500	-500	-3.1%	No change, addition error on 2016 Budget Subtotal
	TOTAL REVENUE	2,189,841	1,686,614		TOTAL REVENUE	2,296,341	106,500	4.9%	
EXPENSES									
LINE #	PROPOSED			LINE #	PROPOSED				
600	AUDIT/ACCOUNTING SERVICES	6,000	4,200	600	AUDIT/ACCOUNTING SERVICES	6,000	0	0.0%	
601	VEHICLE EXPENSES			601	VEHICLE EXPENSES				
601.1	CAR ALLOWANCES	12,000	6,750	601.1	CAR ALLOWANCES	10,200	-1,800		Reduced to actual amount
601.2	FUEL/WASHING	57,692	24,420	601.2	FUEL/WASHING	44,653	-13,039		Reduced to fuel charges being less
601.3	LOAN PAYBACK	64,148	48,111	601.3	LOAN PAYBACK	13,000	-51,148		Reduced due to Capital Schedule Presented
601.4	ROUTINE MAINTENANCE	20,084	14,569	601.4	ROUTINE MAINTENANCE	15,097	-4,987		3 New Trucks, Tires Replaced on Most Vehicles in 2015-2016
601.5	DEDUCTIBLES/BODY DAMAGE REPAIR	2,000	0	601.5	DEDUCTIBLES/BODY DAMAGE REPAIR	3,000	1,000		Budget to 2 Deductables or Dent Repairs
	TOTAL VEHICLE EXPENSES	155,924	93,850		TOTAL VEHICLE EXPENSES	85,949	-69,975	-44.9%	
602	ADMINISTRATIVE EXPENSES			602	ADMINISTRATIVE EXPENSES				
602.1	LABOR (RECEIPTING /IT/ BOOKEEPER)	30,000	22,500	602.1	LABOR (RECEIPTING /IT/ BOOKEEPER)	30,500	500		Increase to account for increase in IT, Receipting Labor
602.2	OFFICE RENT / SUPPLIES	23,000	17,250	602.2	OFFICE RENT / SUPPLIES	23,600	600		Increase 2% for new printers, computers, paper, etc...
	TOTAL ADMINISTRATIVE EXPENSES	53,000	39,750		TOTAL ADMINISTRATIVE EXPENSES	54,100	1,100	2.1%	
603	COMPUTER EXPENSES			603	COMPUTER EXPENSES				
603.1	COMPUTER HARDWARE EXPENSES	2,500	6,960	603.1	COMPUTER HARDWARE EXPENSES	2,500	0		Hold from last year
603.2	COMPUTER SOFTWARE EXPENSES	15,000	10,735	603.2	COMPUTER SOFTWARE EXPENSES	12,000	-3,000		Decrease as GIS licenses included in Lucity Costs
603.3	AIR CARDS/JETPACKS	2,000	0	603.3	AIR CARDS/JETPACKS	2,000	0		Hold from last year
	TOTAL COMPUTER EXPENSES	19,500	17,695		TOTAL COMPUTER EXPENSES	16,500	-3,000	-15.4%	
604	PROFESSIONAL DEVELOPMENT			604	PROFESSIONAL DEVELOPMENT				
604.1	EMPLOYEE	6,000	8,259	604.1	EMPLOYEE	8,500	2,500		Increase based on actual expenditures
604.2	INTERNAL TRAINING	4,000	2,269	604.2	INTERNAL TRAINING	4,000	0		Hold from last year
	TOTAL PROFESSIONAL DEVELOPMENT	10,000	10,528		TOTAL PROFESSIONAL DEVELOPMENT	12,500	2,500	25.0%	
606	CONTINGENCY	5,000	0	606	CONTINGENCY	5,000	0	0.0%	Hold from last year
608	EMPLOYER'S PAYROLL TAXES	96,848	71,626	608	EMPLOYER'S PAYROLL TAXES	99,074	2,226	2.3%	Increase due to salary increases

Exhibit 6

609 GIS	10,000	2,970
612 <u>INSURANCE</u>		
612.1 BC/BS MICHIGAN	187,519	152,639
612.2 EHIM	59,055	42,353
612.3 LIFE/DISABILITY	15,570	15,604
612.4 WORKER'S COMPENSATION	54,042	27,706
612.5 VEHICLE/PROPERTY/LIABILITY INSURANCE	32,936	31,797
612 TOTAL INSURANCE	349,123	270,099
613 LEGAL FEES	1,500	864
615 UTILITY BILLING CREDIT CARD PAYMENT FEES	20,000	12,417
616 <u>EMPLOYEE RECRUITING</u>		
616.1 ADVERTISING	1,700	0
616.2 BACKGROUND CHECK	350	621
616.3 PRE-EMPLOYMENT PHYSICALS/DRUG SCREEN	725	574
616 TOTAL RECRUITING	2,775	1,195
617 <u>OFFICE EXPENSES</u>		
617.1 FURNITURE / CAPITAL	1,000	0
617.2 SUPPLIES	5,000	5,661
617.3 POSTAGE AND SHIPPING	6,000	6,477
617 TOTAL OFFICE EXPENSES	12,000	12,138
618 OTHER EXPENSES	1,000	0
627 RETIREMENT	124,374	90,302
630 <u>DPW SALARIES</u>		
630.1 STRAIGHT TIME	1,167,959	825,714
630.2 OVERTIME	76,338	46,141
630 TOTAL DPW SALARIES	1,244,297	871,855
640 SUPPLIES & TOOLS	4,000	5,766
651 TELEPHONE		
652 CUSTOMER LINE	1,000	310
653 ANSWERING SERVICE	3,000	2,528
654 CELL PHONE ALLOWANCE	16,500	11,824
655 CELL PHONES	2,000	3,322
651 TOTAL - TELEPHONE	22,500	17,984
700 TRANSFERS TO EQUIPMENT RESERVES	30,000	22,500
701 TRANSFERS TO PERSONNEL RESERVES	10,000	7,500
705 <u>UNIFORMS AND PROTECTIVE CLOTHING</u>		
705.1 UNIFORMS	3,600	4,906
705.2 PANT ALLOWANCE	3,400	0
705.3 SAFETY / PPE	5,000	4,558
705 TOTAL - UNIFORMS & PROTECTIVE CLOTHING	12,000	9,464
TOTAL EXPENDITURES	2,189,841	1,562,703
INCOME TO EXPENDITURE	0	123,911

609 GIS	30,000	30,000	
609.1 LUCITY WORK ORDER IMPLEMENTATION	16,500	16,500	First year cost only, for implementation costs
609.2 ANNUAL LUCITY LICENSES	6,000	6,000	22 named user licenses
609.3 ARC GIS ONLINE LICENSES	5,000	5,000	Upto 9 ArcGIS Online Licenses
609.4 TETRA TECH SUPPORT	2,500	2,500	Increased MHOG Staff to Increase GIS Services
609.5 HARDWARE (TABLETS)			Able to reuse some existing tablets for field work
609 TOTAL GIS	60,000	60,000	500.0%
612 <u>INSURANCE</u>			
612.1 BC/BS MICHIGAN	203,485	15,966	Increase from BC/BS - increased employee chargeby 2.5% of Premium
612.2 EHIM	60,960	1,905	Slight increase based on risk evaluation
612.3 LIFE/DISABILITY	19,047	3,477	Increase based on salary and fees
612.4 WORKER'S COMPENSATION	53,069	-973	New codes and rates for Workers
612.5 VEHICLE/PROPERTY/LIABILITY INSURANCE	32,591	-345	Based on new insurance rates
612 TOTAL INSURANCE	369,152	20,029	5.7%
613 LEGAL FEES	1,500	0	0.0% Hold from last year
615 UTILITY BILLING CREDIT CARD PAYMENT FEES	20,000	0	0.0% Hold from last year, even though more are paying with CC
616 <u>EMPLOYEE RECRUITING</u>			
616.1 ADVERTISING	1,700	0	Hold from last year
616.2 BACKGROUND CHECK	700	350	Hold from last year
616.3 PRE-EMPLOYMENT PHYSICALS/DRUG SCREEN	725	0	Hold from last year
616 TOTAL RECRUITING	3,125	350	12.6%
617 <u>OFFICE EXPENSES</u>			
617.1 FURNITURE / CAPITAL	1,000	0	Hold from last year
617.2 SUPPLIES	6,000	1,000	Increase by \$1,000 based on current expenditures
617.3 POSTAGE AND SHIPPING	6,000	0	Hold from last year
617 TOTAL OFFICE EXPENSES	13,000	1,000	8.3%
618 OTHER EXPENSES	1,000	0	0.0% Hold from last year
627 RETIREMENT	126,936	2,562	2.1% Increase based on Salary Increases
630 <u>DPW SALARIES</u>			
630.1 STRAIGHT TIME	1,184,888	16,929	Average salary increase for employees
630.2 OVERTIME	84,623	8,285	Average salary increase for employees
630 TOTAL DPW SALARIES	1,269,511	25,214	2.0%
640 SUPPLIES & TOOLS	4,000	0	0.0% Hold from last year
651 <u>TELEPHONE</u>			
652 CUSTOMER LINE	1,000	0	Hold from last year
653 ANSWERING SERVICE	3,500	500	Increase slightly based on current expenditures
654 CELL PHONE ALLOWANCE	20,880	4,380	Increase \$5 per employee due to higher data demands on phones
655 CELL PHONES	2,000	0	Increase due to purchase of new phone
651 TOTAL - TELEPHONE	27,380	4,880	21.7%
700 TRANSFERS TO EQUIPMENT RESERVES	40,000	10,000	33.3% Increase \$10,000 in keeping with capital purchase
701 TRANSFERS TO PERSONNEL RESERVES	1,000	-9,000	-90.0% Reduce due to existing funds
705 <u>UNIFORMS AND PROTECTIVE CLOTHING</u>			
705.1 UNIFORMS	5,000	1,400	Increase based on last year's purchase of uniform clothing
705.2 PANT ALLOWANCE	3,600	200	Increase \$200 due to additional employee
705.3 SAFETY / PPE	6,000	1,000	Increase slightly to continue to purchase and improve PPE
705 TOTAL - UNIFORMS & PROTECTIVE CLOTHING	14,600	2,600	21.7%
SUB-TOTAL EXPENDITURES	2,230,327	40,486	1.8%
706 <u>VECTOR TRUCK</u>			
706.1 Annual Lease Payment	50,964	50,964	Per Doheny Quotation
706.2 Fuel	10,000	10,000	Estimate based on anticipated miles per year
706.3 Equipment / Tools	5,000	5,000	Cost to equip truck with tools, valves, and jet nozzles
706.4 Repairs	0	0	1 year full bumper to bumper warranty on vehicle
706 TOTAL - VECTOR TRUCK	65,964	65,964	
TOTAL EXPENDITURES	2,296,291	106,450	4.9%
INCOME TO EXPENDITURE	50		Rounding of percentage is reason for \$50 overage

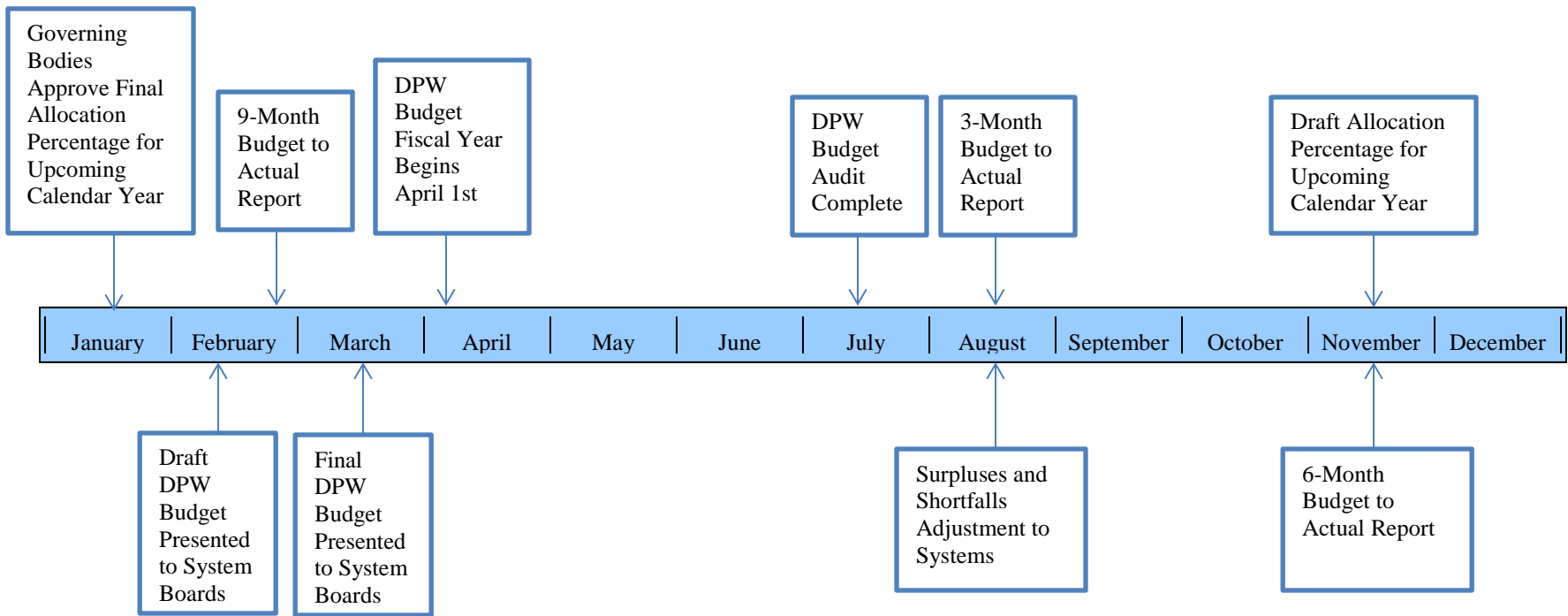
**Exhibit 7
FY 2017 System Labor Equipment Percentage Calculation**

System	Billed Connections	%	Mile of Pipe	%	Avg. Daily Flow (2015)	%	Storage / Pump Station with Daily Checks	%	Full Time Staff Equivalents to Operate	%	Annual Budget	%	Grinder Pumps & Hydrants	%	Total Avg.
MHOG	4,842	40.39%	134	46.05%	1,477,000	50.20%	8	38.65%	8	33.33%	\$2,386,600	38.91%	1,490	66.91%	44.92%
Genoa-Oceola	4,410	36.78%	91	31.27%	1,067,653	36.28%	6.7	32.37%	7.5	31.25%	\$1,959,251	31.94%	91	4.09%	29.14%
Oak Pointe Sewer	1,323	11.04%	38	13.06%	0	0.00%	2	9.66%	2	8.33%	\$1,005,851	16.40%	428	19.22%	11.10%
Oak Pointe Water	913	7.62%	15	5.15%	283,000	9.62%	3	14.49%	3.3	13.75%	\$410,800	6.70%	144	6.47%	9.11%
Lake Edgewood	501	4.18%	13	4.47%	114,859	3.90%	1	4.83%	3.2	13.33%	\$371,451	6.06%	74	3.32%	5.73%
Total	11,989	100.00%	291	100.00%	2,942,512	100.00%	20.7	100.00%	24	100.00%	\$6,133,953	100.00%	2,227	100.00%	100.00%

System	Existing Allocation %	Proposed Percentage	Difference
MHOG	45.04%	44.918%	-0.12%
Genoa-Oceola	26.96%	29.140%	2.18%
Oak Pointe Sewer	12.31%	11.101%	-1.21%
Oak Pointe Water	9.83%	9.113%	-0.72%
Lake Edgewood	5.86%	5.727%	-0.13%

Exhibit 8

Annual Budget Timeline Requirements



**DPW Operations
Historical Budget Trend
FY 2012 - FY 2017**

HISTORICAL SUMMARY	
DPW Budgeted Amount FY Ending 2017	\$2,230,327
Original DPW Budget FY Ending 2012	\$1,909,249
% Increase over contract life	16.82%
Years of DPW Operation	6
Increase Per year	2.80%
Average Rate of Inflation 2011 - 2015	2.10%

Additional Staff

3 FTEs

Meter Reading - Part to Full
GIS Technician
MISS Dig

Additional Vehicles

5 Vehicles

Grinder Van
Truck 17 - F-150
MISS DIG (2016)
Truck 20 Silverado
Vactor Truck (2017)

Additional Software

Lucity (2017)



MEMORANDUM

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

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Township Manager
DATE: February 11, 2016
RE: Addition to the Genoa-Oceola Sewer District

Manager's Review: 

On November 19, 2012 the Board approved the addition of 3 acres adjacent to the Woodland Springs subdivision off of Hughes Road into the Genoa-Oceola Sanitary Sewer District. See image below for location:



SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen
Jean W. Ledford
Todd W. Smith
Linda Rowell

This action was to allow gravity sewer service for the development of 3 one-acre lots in compliance with the Low Density Residential (LDR) zoning district.

The specific conditions associated with the previous approval action are posted below. The full minutes and the packet materials from the 2012 meeting are also included in the attached.

Moved by Mortensen and supported by Smith to approve the addition of the three acres of land as depicted on the conceptual land division sketch as provided by Desine, Inc. with their client Vanessa Tucker with the following conditions:

1. The Connection Fee associated with adding this property to the district must be paid with the Land Use Permit to install the sanitary sewer;
2. The three parcels must be served by a gravity sewer system;
3. The sewer system must be publically owned;
4. All requirements of the utility system, including construction plan review, approval and permitting shall be met;
5. Lot splits are not a part of this agreement. The petitioner will need to make application for lot splits and follow the normal land use process;
6. Wetland permits will be required.

The motion carried unanimously.

The property was purchased in 2014 and the new owner would like to request additional considerations regarding sanitary sewer service to the property. This request is detailed in the letter dated February 2, 2016 and plan sheet (dated 1/26/06) from Design Engineering. In general, the owner is requesting the following changes:

- 1.) Increase the land in the sewer district from 3 to 7.18 (+ 4.18) acres.
- 2.) Decrease the density from 3 lots on 3 acres to 2 lots on 7.18 acres.
- 3.) Eliminate the requirement for gravity sewer and allow grinder pump service to the 2 lots.

In response to this request, the utility department has prepared the attached memorandum dated February 10, 2016 which supports the additional land area and density reduction, but does not support the use of grinder pumps because it is unnecessary which would violate the standards set in the MHOOG Connection Manual.

Based on my review, I support the additional land area and the density reduction with the following comments:

- 1.) The proposed easement for ingress, egress, and public utilities should be eliminated from the north property line. This property was intended to be served from Pine Trace Court. Please note that the plans show the road end stubbed to the property line. Oak Bend Court should be limited to provide access to Parcel 2 only.
- 2.) The 18.87 acres for parcel one shall be required to be accessed from Pine Trace Court.
- 3.) Compliance with the Utility Authority's recommendation for gravity service as stated in their memorandum should be required.

In summary, please consider the following points when rendering your decision in this regard:

- 1.) **The 2 parcels must be served by a gravity sewer system;**
- 2.) **The Connection Fee associated with adding this property to the district must be paid with the Land Use Permit to install the sanitary sewer;**
- 3.) **The sewer system must be publically owned;**
- 4.) **All requirements of the utility system, including construction plan review, approval and permitting shall be met.**
- 5.) **Wetland permits shall be obtained where required.**
- 6.) **Lot splits are not part of this agreement and shall be subject to the land division process in compliance with the Township Zoning Ordinance.**
- 7.) **Access to Oak Bend Court shall be limited to the 2.18 acre Parcel B as depicted on the conceptual plan.**

I trust this meets your needs at this time. Please don't hesitate to contact me if you have any questions or concerns in this regard.

Sincerely,

Kelly VanMarter
Assistant Township Manager/Community Development Director



February 2, 2016

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

Re: Parcel 4711-11-100-024

Dear Mr. McCririe:

On behalf of the owner of the above referenced property, Mr. Jesse Gerwatowski, we are requesting the Genoa Township Board extend the existing sanitary sewer district for Woodland Springs at Lake Chemung to include additional area on this parcel within the service district. The owner is proposing to divide the property into two (2) parcels in accordance with the Michigan Land Division Act and the Genoa Township land division requirements.

We have prepared a conceptual land division plan for the 20.98-acre parcel, located North of Hughes Road, in Section 11 of Genoa Township. A print of the conceptual land division plan is provided for your consideration. Access to the property is available from both the East end of Pine Trace Court and the Oak Bend Court cul-de-sac, within the Woodland Springs at Lake Chemung condominium subdivision. A portion of the parcel is currently part of the Genoa-Oceola Sanitary Sewer service district.

We are requesting the Genoa Township Board approve extending the sanitary sewer service district to include the additional 4.18 acres of property and make available a total of two (2) REU's of sanitary sewer capacity for the property. Sanitary sewer service will be provided to each house with an individual grinder pump to be located on each parcel.

We respectfully request the Township Board consider this request at the earliest available opportunity. If you have any questions pertaining to this request to provide sanitary sewer service, or should additional information be required, please contact me at your convenience.

Respectfully,

DESINE INC.

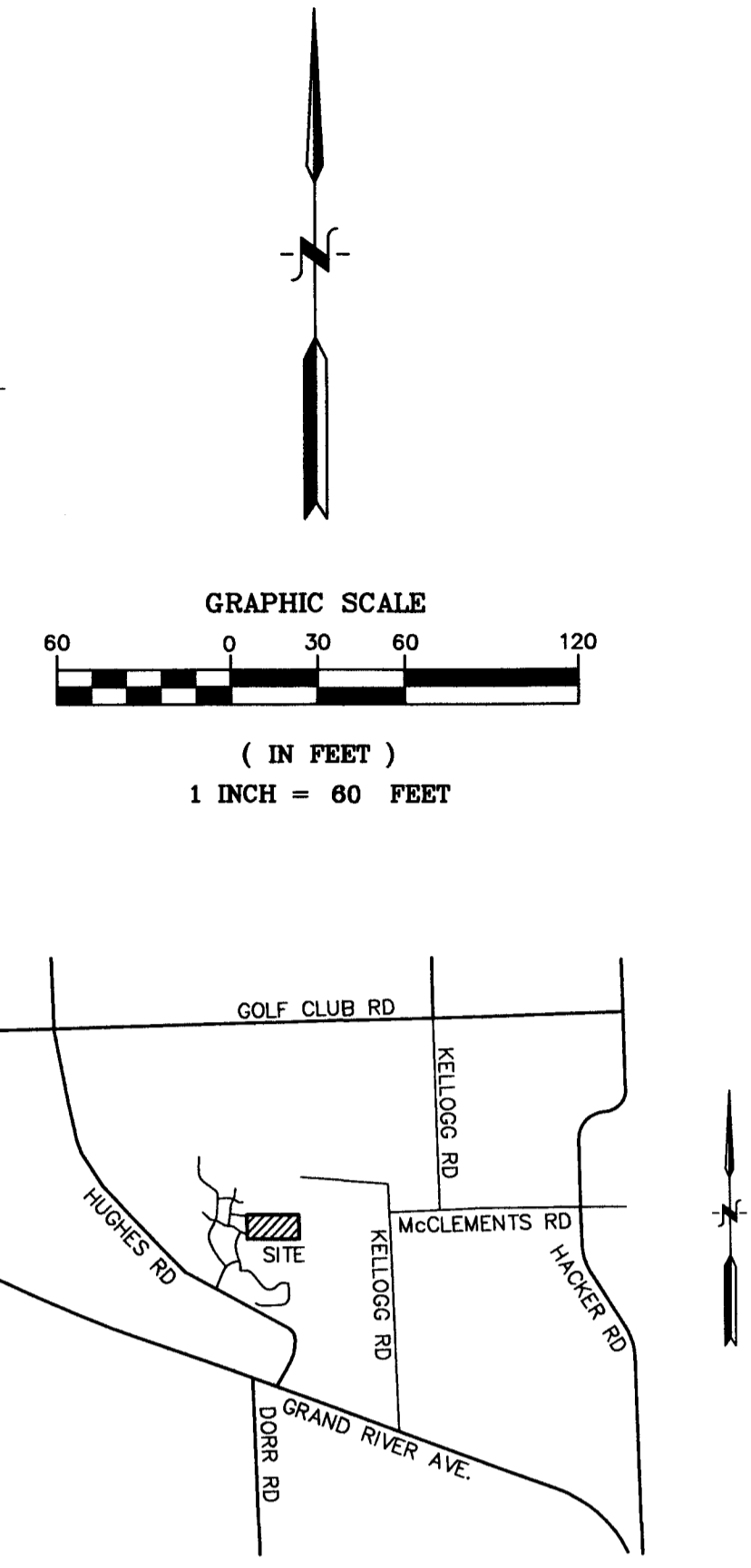

Wayne M. Perry, P.E.

Encl.

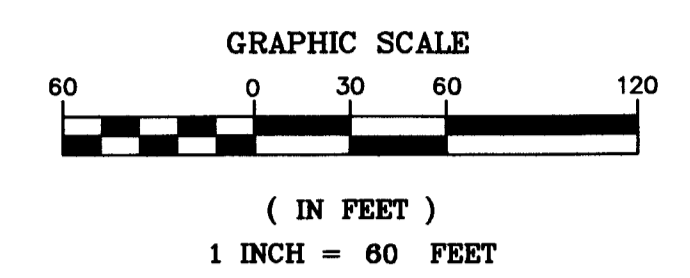
142343/Sewer Dist Expansion LTR 020216.doc

"Woodland Springs at Lake Chemung"
 (Livingston County Condominium Subdivision Plan
 No.191, L.2748, P. 188 LCR)

OPEN SPACE

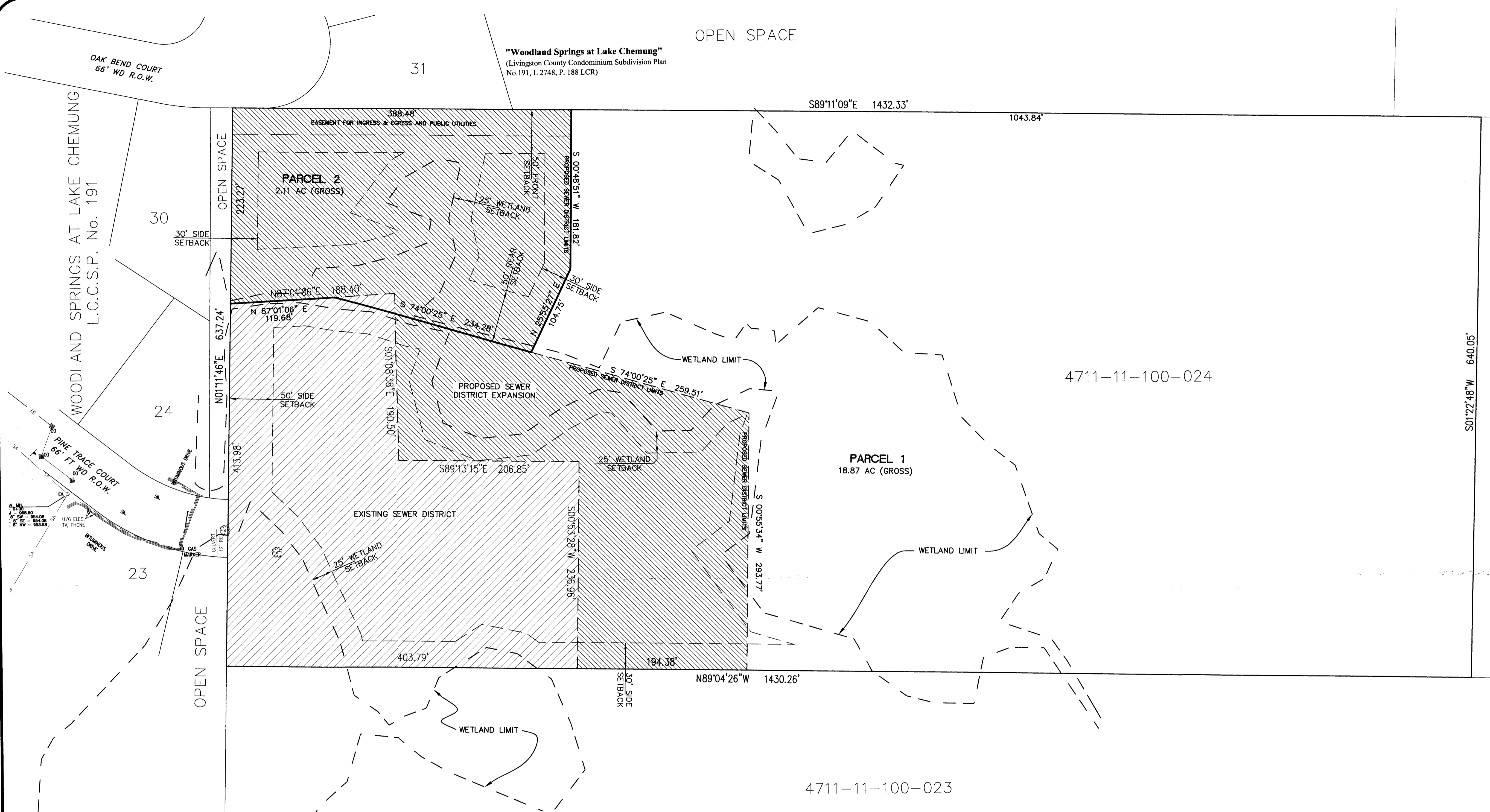


LOCATION MAP
 NOT TO SCALE



LEGEND

- EXISTING BRUSH/TREE LINE
- EXISTING FENCE
- EXISTING OVERHEAD WIRES
- EXISTING POLE AND GUY
- EXISTING POWER POLE
- EXISTING AMERITECH RISER
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING EDGE OF WETLAND
- EXISTING CURB AND GUTTER
- EXISTING FENCE LINE
- EXISTING GAS LINE
- EXISTING STORM SEWER
- EXISTING STORM STRUCTURE
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY CLEANOUT
- EXISTING WATER MAIN
- EXISTING WATER MAIN STRUCTURE
- EXISTING SPOT ELEVATION
- EXISTING BITUMINOUS PAVEMENT
- EXISTING CONCRETE PAVEMENT
- PROPOSED STORM SEWER
- PROPOSED STORM STRUCTURE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- EXISTING SEWER DISTRICT
- PROPOSED SEWER DISTRICT



PARCEL No. 4711-11-100-024 20.98± Acres

BEGINNING at the Northwest Corner of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence S89°11'09"E (N89°41'21"E record) 1432.33 feet along the North line of said Section 11, same being (in part) the South line of "Woodland Springs at Lake Chemung," Livingston County Condominium Subdivision Plan No. 191; thence S01°22'48"W (S00°17'23"W record) 640.05 feet; thence N89°04'26"W (S89°48'04"W record) 1430.26 feet; thence N01°11'46"E (N00°06'22"E record) 637.24 feet along the West line of said Section 11, same being the East line of said "Woodland Springs at Lake Chemung to the Place of Beginning. Being a part of the Northwest 1/4 of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 20.98 acres of land, more or less.

SANITARY SEWER DISTRICT EXPANSION AREA

BEGINNING at the Northwest Corner of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence S89°11'09"E 388.48 feet along the North line of said Section 11, same being (in part) the South line of Oak Bend Court (66 foot wide), and its Easterly extension, of "Woodland Springs at Lake Chemung," Livingston County Condominium Subdivision Plan No. 191; thence S00°48'51"W 181.82 feet; thence S25°55'27"W 104.75 feet; thence S74°00'25"E 259.51 feet; thence S00°55'34"W 293.77 feet; thence N89°04'26"W 194.38 feet; thence N00°53'28"E 236.96 feet; thence N89°13'15"W 206.85 feet; thence N01°08'38"W 190.50 feet; thence S87°01'06"W 188.40 feet; thence N01°11'46"E 223.27 feet along the West line of said Section 11, same being the East line of said "Woodland Springs at Lake Chemung to the Place of Beginning. Being a part of the Northwest 1/4 of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 4.18 acres of land, more or less.

SITE DATA

PARCEL: 11-11-100-024
 PARCEL AREA: 20.98 ac.
 PARCEL ZONING: LDR

BUILDING SETBACKS:
 FRONT 50'
 SIDE 30'
 REAR 60'
 WETLANDS 25'

MINIMUM LOT AREA 1 ACRE
 MINIMUM LOT WIDTH 150'

CALCULATION OF ALLOWABLE LAND DIVISIONS

PARENT TRACT: 11-11-100-024 & 11-11-100-021
 PARENT TRACT AREA: 54.54 ac.

	POTENTIAL DIVISIONS
SECTION 108(2)a: 1st 10 ACRES	4
SECTION 108(2)b: (54.54 - 10)/10	4
SECTION 108(2)c:	0
SECTION 108(3): BONUS DIVISIONS	0
ALLOWABLE LAND DIVISIONS	8
PROPOSED LAND DIVISIONS	2
PREVIOUSLY APPROVED LAND DIVISION	1
PROPOSED EXEMPT PARCELS	0

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

Parcel
 4711-11-100-024

CONCEPTUAL
 LAND DIVISION
 SKETCH

CLIENT:
 Jesse Gerwatowski
 Paul Elkow Building LLC.
 28701 Wintergreen Drive
 Farmington Hills, MI 48331
 248-924-1009

SCALE: 1in. = 60ft.
 PROJECT No.: 142343
 DWG NAME: 2343u-ALX
 ISSUED: JAN. 26, 2016





Memorandum

To: Kelly VanMarter, Assistant Manager, Genoa Charter Township

From: Tesha Humphriss, P.E., Utility Engineer
Greg Tatara, Utility Director

Date: February 10, 2016

Re: Requested Modification of Sewer District Boundary - Service for Parcel ID: 11-11-100-024

The existing sanitary sewer system for the area in question is owned by the Genoa-Oceola Sewer and Water Authority. The Authority's system is operated by the MHOg Utility Department through an intergovernmental agreement. The MHOg Utility Department reviewed the request by Mr. Gerwatowski to modify the sewer district area and serve this parcel via low pressure grinder pump service. All previous approvals for this site included a stipulation that the site be served by gravity.

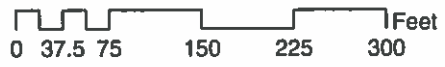
The MHOg Utility Department has evaluated the proposed parcel elevations, existing utility capacity, existing utility elevations, and proximity information. We support the request to extend the sanitary sewer district boundary, but we continue to recommend this site be served by gravity for the following reasons:

- 1) **Available Service:** Provided as *Attachment 1* is a GIS Overview of the available sanitary sewer infrastructure located in proximity to the Gerwatowski Parcel. Currently, there is a sanitary sewer manhole located in the right of way approximately 190 feet from the parcel with an invert elevation 14.62 feet below grade (*Attachment 2* –As-Built Information). Given the depth of the existing gravity sewer and elevation of the parcel, it is possible to service this parcel with gravity sewer service.
- 2) **Connection Manual Compliance:** Section 5.2 of the "Connection Manual for Systems Operated by the MHOg Utility Department" which was adopted in January 2015 and Amended in August 2015, details the requirements for a new Grinder Pump Connection. Subsection 4 of Section 5.2 states: "The property owner must document gravity service is not feasible before a grinder pump connection to a gravity system is allowed...". A copy of Section 5.2 with the corresponding language highlighted is provided as *Attachment 3*.
- 3) **Available Capacity:** Gravity Sewer in this area is directed to a sanitary sewer pumping station. We have evaluated the pumping capacity of this station in regards to current flows. Based on this evaluation, the gravity sewer system and pumping station have the capacity to serve two additional single family homes on gravity leads.
- 4) **Long Term Operation and Maintenance Costs:** The MHOg Utility Department encourages gravity sanitary sewer service to avoid the ongoing operation and maintenance costs associated with individual grinder pump stations.

Therefore, it is recommended if the sewer service boundary is extended the Township continue to require this area be served by a public gravity sewer system.

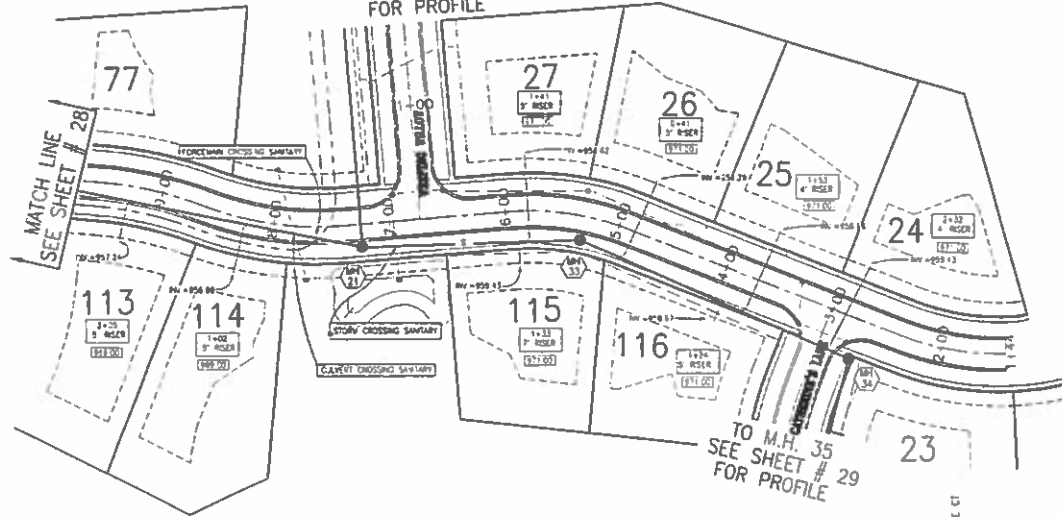


Available Utility Service Adjacent to Gerwatowski Parcel



PINE TRACE CT, STA 1+44 - STA 9+00

SEE SHEET # 25
FOR PROFILE



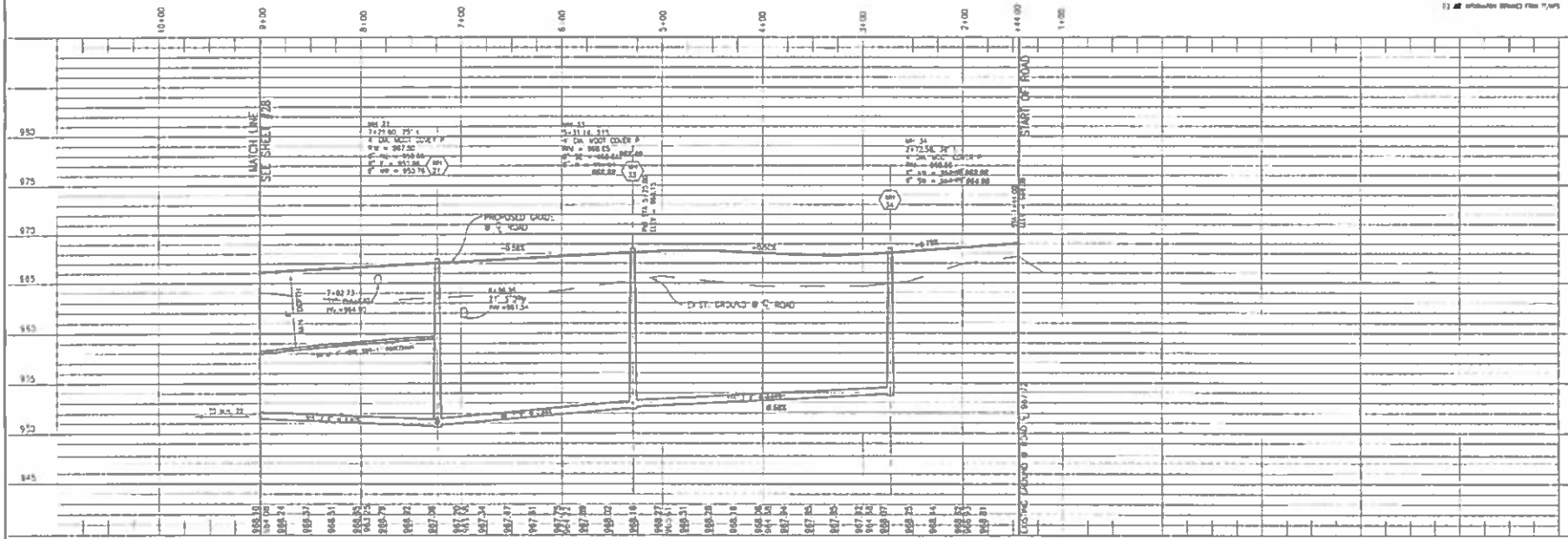
NOTES:

1. ALL SANITARY SEWER PIPE SHALL BE 8" TRUSS PIPE UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER LEADS SHALL BE 6" PVC SDR-35 OTHERWISE NOTED, AND SHALL EXTEND 15 FT BEYOND THE LOT LINE INTO THE LOT.
3. FORCE MAIN SHALL HAVE A MINIMUM OF 6:0 COVER.
4. SANITARY SERVICE LEAD STRUCTS SHALL BE LOCATED 5' FROM SANITARY LINE UNLESS NOTED. LEAD STRUCTS SHALL BE LOCATED OUTSIDE LOT/LIN BOUNDARY.
5. ALL SANITARY SEWERS ARE STATIONED FROM THE CENTER OF THE DOWNSTREAM MANHOLE.
6. ALL CONCRETE ARE M.S.D.T. STANDARDS.



SANITARY AS-BUILTS
02-20-02
BLATT

- NOTES:
- 1) THE 8" TRUSS PIPE IS 8" DIA. UNLESS OTHERWISE NOTED.
 - 2) THE 6" PVC SDR-35 IS 6" DIA. UNLESS OTHERWISE NOTED.
 - 3) UNLESS OTHERWISE NOTED, ALL CONCRETE SHALL BE M.S.D.T. STANDARDS.



BOSS ENGINEERING
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Portland, Oregon 97204
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www.bossengr.com

CHEMUNG DEVELOPMENT CO.
CHEMUNG FOREST
PINE TRACE CT

DATE	BY	DESCRIPTION
02/20/02	BLATT	AS-BUILT
02/20/02	BLATT	ISSUED FOR PERMIT
02/20/02	BLATT	ISSUED FOR CONSTRUCTION
02/20/02	BLATT	ISSUED FOR RECORD

DESIGNED BY: **BLATT**
DRAWN BY: **BLATT**

CHECKED BY: **BLATT**
SCALE: **AS SHOWN**

PROJECT NO: **98052**
JOB NO: **98052**
SHEET NO: **27**

SANITARY SEWER

27

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SECTION 5.2 – NEW GRINDER PUMP CONNECTION

For Genoa and Oceola Township Municipal Systems that are Operated by the MHOG Utility Department

This procedure has been developed to assist property owners with the various steps associated with completing a new service connection to the municipal sanitary sewer system via a grinder pump. Grinder pumps typically service single family residences where the municipal sewer is a low pressure force main. Sometimes grinder pumps are connected to gravity main when the parcel in question cannot be served by gravity.

To connect a building to the sanitary sewer collection system, a lead must be present. A lead is defined as the connection between the low pressure force main and the shut off valve on the property to be served with sanitary sewer.

Installing a grinder pump on your property will fall under one of the following 3 scenarios:

- 1) **Connect to An Existing Curb Stop**
- A lead was installed previously by a Developer or the Township
- 2) **MHOG Installs Curb Stop**
- No lead has been installed, and MHOG installs the new lead
- 3) **Connect to Gravity Sanitary System**
- Unique situation, property owner must document gravity service not feasible

1. Determine Availability of Municipal Sanitary Sewer with Township

The property owner shall contact the Township in which the potential connection is requested in to determine availability of municipal sanitary sewer for a new service connection. The Township is responsible for maintaining records on existing leads installed as part of previous projects. The lead sheet for the property will outline the location and size of the existing shut off valve (curb stop) for low pressure force mains. For gravity sanitary sewers the lead sheet will show the location and elevation of the existing lead.

Note: The MHOG Utility Department can assist in this planning step by providing any plans for the sanitary sewer, but the lead sheet is typically stored at the Township.

Ultimately, the Township needs to approve all new sanitary sewer service connections before the property owner works with the MHOG Utility Department. The Township should notify the MHOG billing department of the proposed connection. The property owner should provide the Township with a signed easement for recording that allows the Township access to the components of the grinder pump for maintenance. A sample easement document is included in **Attachment B**.

If a lead exists, proceed to Step #2: Field Connection – Existing Curb Stop

If no lead exists, MHOG will install a new lead to the property, proceed to Step #3: Field Connection – MHOG Installs Curb Stop.

If a grinder pump is proposed due to inability to serve the site with gravity sanitary sewer proceed to Step #4: Field Connection – Connect to Gravity Sewer.

2. Field Connection – Existing Curb Stop

A MISS DIG should be called in prior to field work, and MHOG will mark the location of sanitary sewer system components for which as built records are available. The property owner is responsible for installation of the force main from the grinder pump to the shut off valve. The MHOG Utility department will inspect this force main. MHOG is not responsible for any site restoration.

The property owner is responsible for installation of multiple components associated with the grinder pump. Proceed to Step #5: Grinder Pump Installation Requirements

3. Field Connection – MHOG Installs Curb Stop

If it has been determined that no lead has been installed for the site, MHOG will retain a contractor to install the lead. As MHOG utilizes sub-contractors, the timing of the lead installation will vary. The contractor cost for lead installation is typically paid by the property owner or through the tap in fees paid to the Township. The property owner should submit to MHOG staff a sketch showing the requested location of the new service lead.

MHOG will use the sketch provided by the property owner to locate the new curb stop as near this location as possible. However, MHOG may modify this location based on site conditions including utility conflicts. MHOG will prepare a lead sheet for use by the property owner for connecting to the newly installed service.

A MISS DIG should be called in prior to field work, and MHOG will mark the location of sanitary sewer system components for which as built records are available. MHOG is not responsible for any site restoration.

The property owner is responsible for installation of multiple components associated with the grinder pump. Proceed to Step #5: Grinder Pump Installation Requirements.

4. Field Connection – Connect to Gravity Sewer

A grinder pump may be installed to serve a site that is lower in elevation than the municipal gravity sewer system or when tying into a private gravity lead, but this is a unique condition, and the property owner and Township shall work closely with MHOG to identify the proper connection techniques. When tying into a gravity lead, MHOG may require the grinder to be privately owned. MHOG may approve public ownership if it is unfeasible to serve the site by gravity due to:

- A significant risk of back flow is present
- The site elevation prevents main floor gravity discharge without adding fill to the site that would prohibit the natural drainage patterns on the site
- Other site conditions make the operation of a grinder system the most feasible solution

For sites that meet the above conditions that will have multiple buildings will be required to service the site with a single grinder pump with gravity flow to the grinder pump rather than multiple individual pumps.

The property owner must document gravity service is not feasible before a grinder pump connection to a gravity system is allowed. It is up to the property owner to notify MHOG and/or the Township the elevation and location of the proposed sanitary lead. The property owner should submit to MHOG staff a sketch showing the requested location of the new service lead. The sketch should show the upstream and downstream manholes and elevations.

MHOG will inspect the new force main lead and connection to the gravity system. MHOG will require that the manhole the force main discharges to be coated per MHOG Design Standards.

A MISS DIG request should be called in prior to field work, and MHOG will mark the location of sanitary sewer system components for which as built records are available. MHOG is not responsible for any site restoration.

Tap in fees paid to the Township typically cover the cost of a grinder pump for the property. The property owner is responsible for installation of multiple components associated with the grinder pump. Proceed to Step #5: Grinder Pump Installation Requirements

5. Grinder Pump Installation Requirements

The current cost of the grinder pump package and parts is included in Appendix C. The property owner should work with the Township to determine what portion of the grinder pump package is included with tap in fees. The property owner is responsible for installation of the following components associated with the grinder pump:

- Installation of the force main from the grinder pump to the shut off valve
 - The MHOG Utility Department will inspect this force main after installation
- Installation of the grinder pump chamber (basin to be provided by MHOG). The location of the grinder pump must be approved by MHOG prior to installation. The grinder pump must be serviceable (accessible by truck) and free from obstruction
- Installation of the gravity lead from the house to the grinder pump. This portion is under the jurisdiction of the Livingston County Building Department, and the permissible materials for the pipe and fittings should be approved by them.
- MHOG will provide the control panel as part of the grinder pump, but the property owner is responsible for installation of the control panel and all electrical components of the grinder pump. Note that the grinder panel comes with 32-feet of electrical cord, but up to 100-feet of electrical cord can be purchased for an additional cost. Therefore, the pump must not exceed 100-feet of electrical cable between the control panel and the pump.
- Refer to the Engineering Standard Detail for specifications on the electrical and piping components of the grinder pump.
- See Appendix D – Grinder Pump Installation Guide
- MHOG will deliver and start up the grinder pump once the basin and electrical have been installed by the property owner.
- Grinder pump must be serviceable (assessable by a boom truck) and free from obstruction.

6. Permits

All other applicable permits are the responsibility of the property owner, including, but not limited to land use permits, road right-of-way permits, building department permits, and health department permits.

7. Fees

The potential fees that may be required for this procedure are listed below:

Description of Fee	Further Info on Amount Can be Found
Township Fees (including tap fees)	The Township in which the site resides
Single Live Tap, Sewer or Water	Section 4 of this Manual
Grinder Pump Fee Table	Appendix C
Plumbing Department Inspection Fees	Contact Livingston County Building Dept.
Contractor Fees (Excavation, Plumbing, Grinder Pump Installation)	To be hired by Property Owner
Septic Tank Abandonment	Livingston County Environmental Health Department (Contractor Hired by Property Owner)
Road Right of Way	Livingston County Road Commission or MDOT

2012 APPROVAL MATERIALS

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

Nov. 19, 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 fifteen persons in the audience.

A Call to the Public was made with the following response: Yvonne Balagna – We can address weed control through harvesting and other methods in addition to chemicals. I request that the board adjourn this meeting until March so that the Association may have time to discuss this Special Assessment District and come to terms that both sides would agree upon.

Arnie Messing – The association being formed is a new association. After I left the Tri-Lakes Association things fell apart. We want to re-build our association. Why isn't Round Lake in the association?

Balagna read a proposal to be included in the next notice of public hearing. Skolarus – I would like to review your proposal with the Township Attorney and include applicable parts in that mailing.

Approval of Consent Agenda:

Moved by Hunt and 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: November 5, 2012.

Approval of Regular Agenda:

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

3. Request for approval to add 3 acres of land to the Genoa-Oceola sewer service district. The parcel of land is proposed for the development of a maximum of 3 one-acre lots to be divided from parcel 4711-11-100-024 which is to be served by a shared residential driveway located east of Pine Trace Court.

Chris Russell – What will this proposal do to the wetlands? I have had numerous conversations with Tom Kohloff of the D.E.Q and there has been no environmental impact assessment prepared. McCririe – Wetland delineation is included in the plan. This action is not an actual split of the land but instead an allowance for three additional parcels to be served by sewer. The Land Use would require D.E.Q. approval. Please write a letter outlining your concerns so that they might be taken into consideration when the land use permit is issued.

Moved by Mortensen and supported by Smith to approve the addition of the three acres of land as depicted on the conceptual land division sketch as provided by Desine, Inc. with their client Vanessa Tucker with the following conditions:

1. The Connection Fee associated with adding this property to the district must be paid with the Land Use Permit to install the sanitary sewer;
2. The three parcels must be served by a gravity sewer system;
3. The sewer system must be publically owned;
4. All requirements of the utility system, including construction plan review, approval and permitting shall be met;
5. Lot splits are not a part of this agreement. The petitioner will need to make application for lot splits and follow the normal land use process;
6. Wetland permits will be required.

The motion carried unanimously.

4. Request for approval of Resolution #3 (Approving Project, Cost Estimates, Special Assessment District and Causing the Special Assessment Roll to be Prepared for the East and West Crooked Lakes Aquatic Weed Control Improvement Project).

Ledford advised the board and audience that she would abstain from discussion as agreed at a previous meeting.

McCririe recognized Tom Craine. Craine – I am upset by this whole project. People are dumping chemicals. Marina owners shouldn't be allowed to sign petitions. Jackie Blaire – our riparian rights are being watered down with the additions of the dockominiums. The D.N.R. is having problems with this district. The board should not move forward without approval from the Drain Commission.

Moved by Skolarus and supported by Smith to approve Resolution #3 as presented. The motion carried by roll call vote as follows: Ayes – Smith, Wildman, Skolarus and McCririe. Nays – Hunt and Mortensen. Abstain: Ledford.

5. Request for approval of Resolution #4 (Acknowledging the Filing of the Special Assessment Roll, Scheduling the Second Hearing, and Directing the Issuance of Statutory Notices) for the East and West Crooked Lakes Aquatic Weed Control Improvement Project.



MEMORANDUM

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

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Township Manager
DATE: November 15, 2012
RE: Addition of 3 acres to the Genoa-Oceola Sewer District

At the June 18, 2012 meeting the Board favorably reviewed a request for the extension of sewer service to serve a maximum of six (6) lots on a 20.98 acre parcel of land located east of the Woodland Springs subdivision. The Board requested that the applicant meet with Township staff to determine the land division and street access. Attached hereto please find the meeting minutes and the conceptual plan from the June meeting.

After reviewing the site constraints and costs, the applicant is requesting sewer service for the addition of three (3) one-acre lots in compliance with the existing Low Density Residential (LDR) zoning classification. These three lots will be accessed via a proposed shared residential driveway extending east from Pine Trace Court. The remaining 17.98 acre parcel is proposed to be served by a septic system with a single driveway access from Oak Bend Court. The proposed land division sketch and a description of the 3 acres to be added to the district are attached.

I have reviewed the development proposal and support the proposed expansion to the sewer service area boundary as well as the land division. The costs associated with adding the 3 acres to the district have been calculated at \$20,088 (see attached memo). This fee will need to be paid upon issuance of a Land Use Permit to install the proposed sanitary sewer.

Tesha Humphriss, Utility Department Engineer, supports the proposal and requests Board consideration of the following conditions: (1) the parcels shall be served by gravity sewer; (2) the sewer system must be publically owned; and (3) all requirements of the utility system including, construction plan review, approval and permitting shall be met.

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

In summary, please consider approval of the sewer district boundary expansion with the following conditions:

- 1.) The Connection Fee associated with adding this property to the district must be paid with the Land Use Permit to install the sanitary sewer;
- 2.) The 3 parcels must be served by a gravity sewer system;
- 3.) The sewer system must be publically owned;
- 4.) All requirements of the utility system, including construction plan review, approval and permitting shall be met.

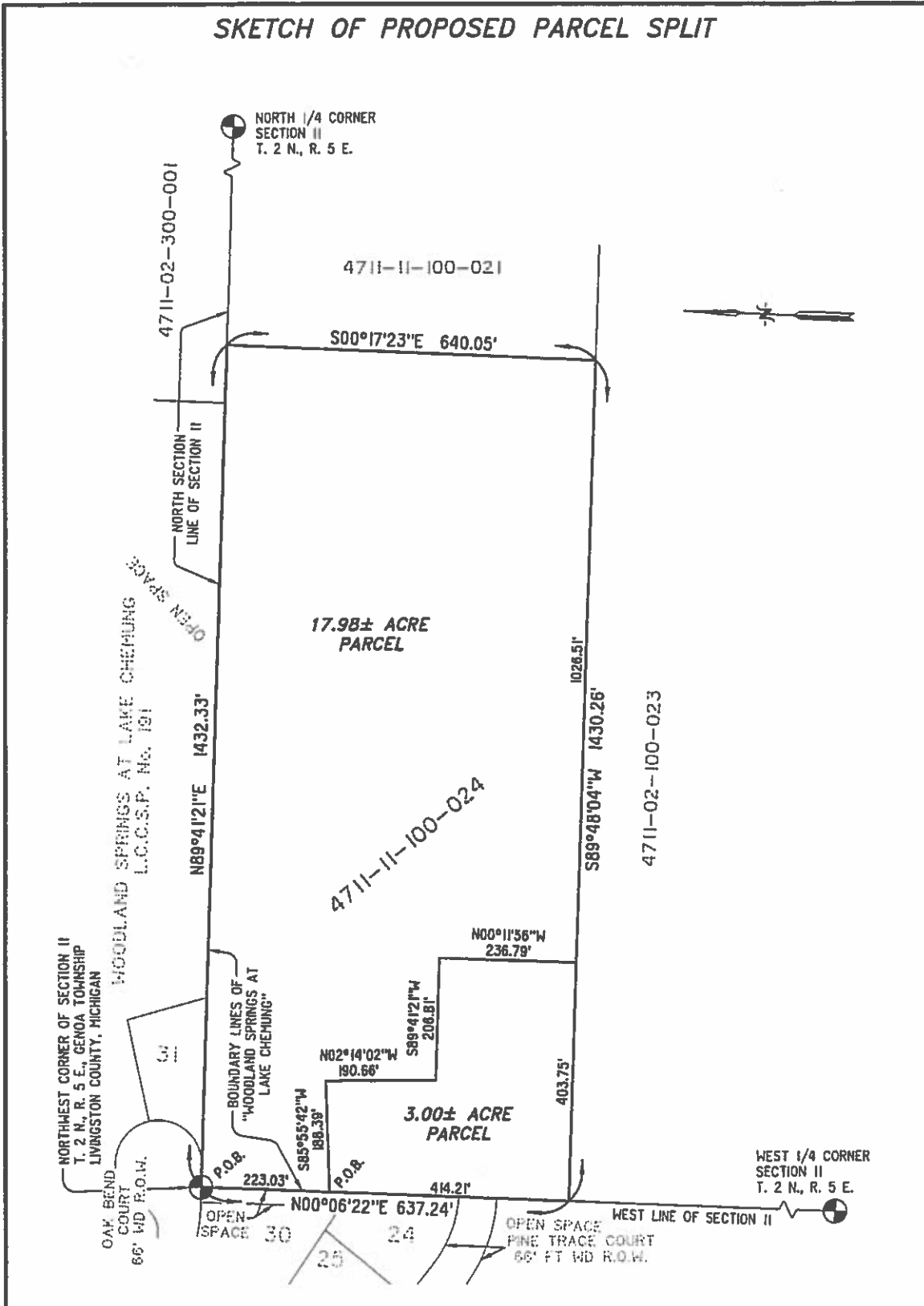
I trust this meets your needs at this time. Please don't hesitate to contact me if you have any questions or concerns in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly VanMarter". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kelly VanMarter

SKETCH OF PROPOSED PARCEL SPLIT



CLIENT:
VANESSA TUCKER

SCALE: 1 INCH = 200 FEET.

SECTION 11, TOWN 2 NORTH, RANGE 5 EAST
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB NO. 1-10-11-121945 DATE: 11/13/12

DWG NO: 121945-SKETCH SHEET 1 OF 2

CIVIL ENGINEERS
LAND SURVEYORS

DESIGN INC

PH (810) 227-9533
FAX (810) 227-9480
EMAIL: design@designinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

LEGEND

- = SET 3/4" x 18" IRON PIPE
- = FOUND IRON
- = FOUND MONUMENT
- x-x- = FENCE LINE

DRAWN: LMC CHECK: WMP

LEGAL DESCRIPTION OF RECORD

Reference: Quit Claim Deed as recorded in Document No. 2007R-002405,
Livingston County Records

Premises situated in the Township of Genoa, County of Livingston, State of Michigan, to wit:

Part of the Northwest 1/4 of Section 11, Town 2 North, Range 5 East, more particularly described as follows: **BEGINNING** at the Northwest Corner of said Section 11; thence along the North line of said Section 11, N89°41'21"E 1432.33 feet; thence S00°17'23"W 640.05 feet; thence S89°48'04"W 1430.26 feet; thence along the West line of said Section, N00°06'22"E 637.24 feet to the Point of Beginning. Subject to and together with all easements and restrictions affecting title to the above described premises.

More commonly known as: VL S. Kellogg Road, Brighton, Michigan 48114
Tax ID Number: 4711-11-100-024

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

PROPOSED LEGAL DESCRIPTIONS

17.98± ACRE PARCEL



A part of Parcel No. 4711-11-100-024

BEGINNING at the Northwest Corner of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence N89°41'21"E 1432.33 feet along the North line of said Section 11, same being (in part) the South line of "Woodland Springs at Lake Chemung," Livingston County Condominium Subdivision Plan No. 191; thence S00°17'23"E 640.05 feet; thence S89°48'04"W 1026.51 feet; thence N00°11'56"W 236.79 feet; thence S89°41'21"W 206.81 feet; thence N02°14'02"W 190.66 feet; thence S85°55'42"W 188.39 feet; thence N00°06'22"E 223.03 feet along the West line of said Section 11, same being the East line said "Woodland Springs at Lake Chemung to the Place of Beginning. Being a part of the Northwest 1/4 of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 17.98 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

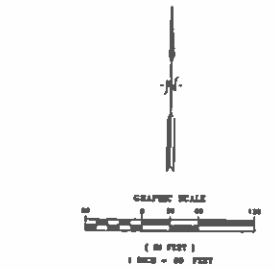
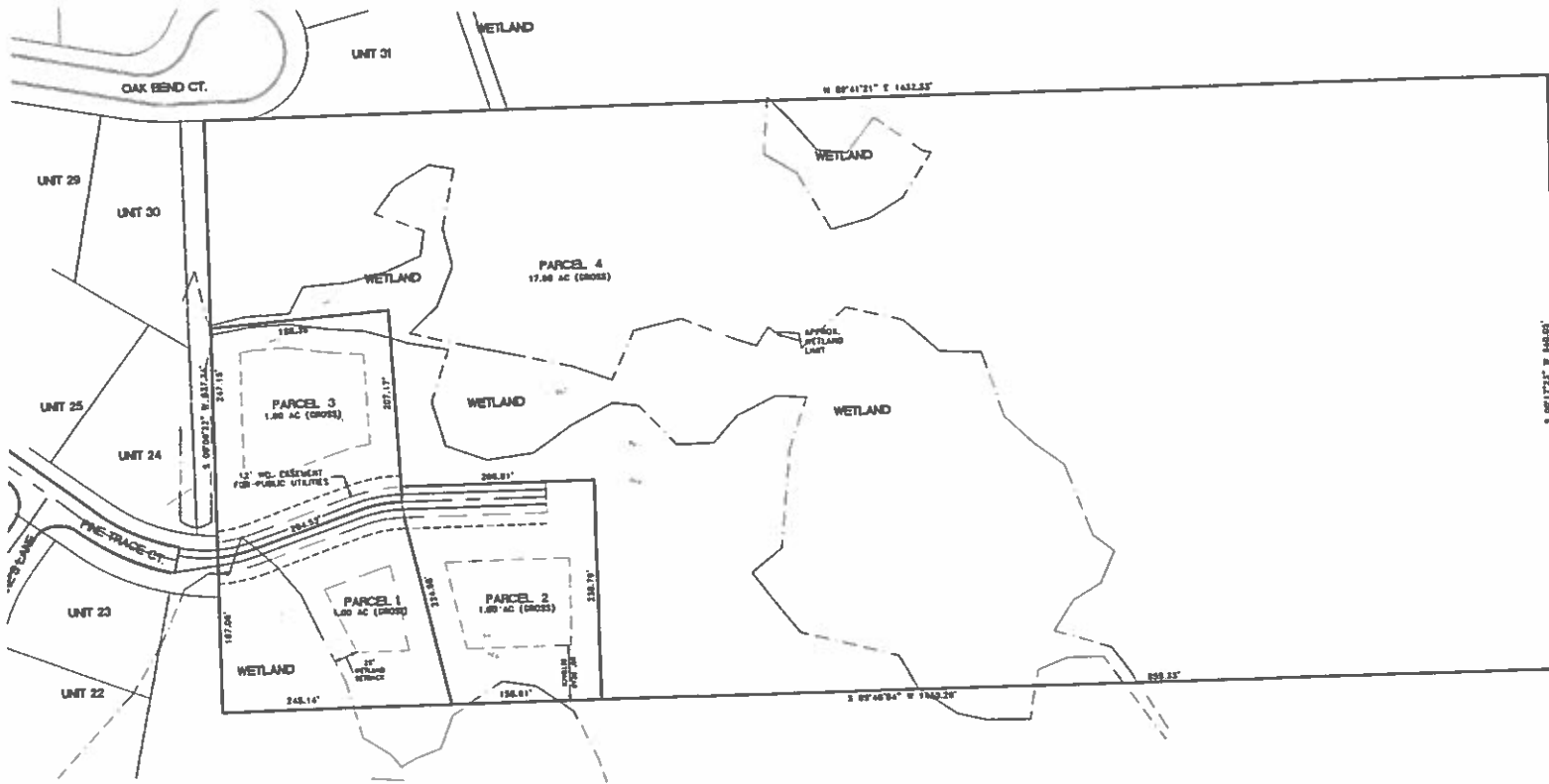
3.00± ACRE PARCEL

A Part of Parcel No. 4711-11-100-024

Commencing at the Northwest Corner of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; thence S00°06'22"W 223.03 feet along the West line of said Section 11, same being the East line said "Woodland Springs at Lake Chemung to the PLACE OF BEGINNING; thence N85°55'42"E 188.39 feet; thence S02°14'02"E 190.66 feet; thence N89°41'21"E 206.81 feet; thence S00°11'56"E 236.79 feet; thence S89°48'04"W 403.75 feet; thence N00°06'22"E 414.21 feet along said West line of Section 11, same being said East line "Woodland Springs at Lake Chemung to the Place of Beginning. Being a part of the Northwest 1/4 of Section 11, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. Containing 3.00 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

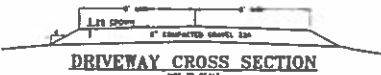
CLIENT: VANESSA TUCKER		CIVIL ENGINEERS LAND SURVEYORS  PH (810) 227-8533 FAX (810) 227-8460 EMAIL: desine@desineinc.com 2183 PLESS DRIVE BRIGHTON, MICHIGAN 48114	ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 SCALE: 1 INCH = 200 FEET.			LEGEND ○ = SET 3/4" x 18" IRON PIPE ● = FOUND IRON ■ = FOUND MONUMENT -X-X- = FENCE LINE
SECTION 11, TOWN 2 NORTH, RANGE 5 EAST GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN			
JOB NO. 1-10-11-121945	DATE: 11/13/12		
DWG NO: 121945-SKTC	SHEET 2 OF 2		DRAWN: LMC CHECK: WMP

"Wetland Springs at Lake O'Beauvoir"
 Catawba County Comprehensive Subdivision Plan
 No. 171, L. 2744, P. 188 (L&P)



LOCATION MAP
 NOT TO SCALE

LEGEND
 --- PARCEL BOUNDARY
 --- COMING LANE
 --- WETLAND LINE
 --- EASEMENT LINE
 --- BUILDING SETBACK LINE
 --- 12' W/UT FOR PUBLIC UTILITIES



DRIVEWAY CROSS SECTION
 NOT TO SCALE

NOTE:
 ALL SETBACKS TO MEET CURRENT
 CATAWBA COUNTY'S ROAD CLASSIFICATION
 SPEED LIMITS

SITE DATA

PARCEL 11-11-100-024
 PARCEL AREA: 20.98 ac.
 PARCEL ZONING: LDR

BUILDING SETBACKS:
 FRONT 50'
 SIDE 30'
 REAR 60'
 WETLANDS 25'

MINIMUM LOT AREA 1 ACRE
 MINIMUM LOT WIDTH 150'

CALCULATION OF ALLOWABLE LAND DIVISIONS

PARENT TRACT: 11-11-100-024 & 11-11-100-021
 PARENT TRACT AREA: 54.54 ac.

SECTION 108(2)(1):	1st 10 ACRES	POTENTIAL DIVISIONS	4
SECTION 108(2)(2):	(54.54 - 10)/10		4
SECTION 108(2)(3):			0
SECTION 108(3):	BONUS DIVISIONS		0

ALLOWABLE LAND DIVISIONS	8
PROPOSED LAND DIVISIONS	3
PREVIOUSLY APPROVED LAND DIVISION	1
PROPOSED EXEMPT PARCELS	0

DP ENGINEERING
 (919) 827-8229
 CIVIL ENGINEERING
 LAND SURVEYING
 STYL PAVED DRIVE
 APPROVED, MICHIGAN 48114

DESIGN WHP	REVISION #	DATE	REVISION/DESCRIPTION	REVISION #	DATE	REVISION/DESCRIPTION
DRAFT JWG						
CHECK WHP						

Parcel
 4711-11-100-024

CONCEPTUAL
 LAND DIVISION
 SKETCH

CLIENT
 VANESSA TUCKER
 9427 GROVE AVENUE
 EAST POINTE, MICHIGAN 48827
 248.364.7777

SCALE: 1" = 60'
 PROJECT NO: 171945
 DWG. NAME: 171945-01.dwg
 TITLE: 0

1

MEMORANDUM

To: Township Board
From: Kelly VanMarter
Date: November 15, 2012
Re: Vanessa Tucker Sewer
Connection



I have reviewed the files associated with the Genoa-Oceola #2 Special Assessment District. The formula for the district was \$3,200 per acre, \$3,100 per REU, and \$36 per front footage. Using the original formula, the connection fee to add the Parson's property to the district would be as follows:

\$3,200 per acre x 3 acres	=	\$9,600.00
\$3,100 per REU x 3 lots	=	\$9,300.00
\$36 per front foot x 33' frontage	=	\$ 1,188.00
TOTAL CONNECTION FEE	=	\$20,088.00

8. Request for approval of Resolution #3 (to Approve Project, Cost Estimates, Special Assessment District and Causing the Special Assessment Roll to be prepared) for the Glenway Drive Road Special Assessment Project.

Moved by Smith and supported by Mortensen to approve resolution No. 3 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nay – None. Absent – None.

9. Request for approval of Resolution #4 (Acknowledging the Filing of the Special Assessment Roll, Scheduling the Second Hearing, and Directing the Issuance of Statutory Notices) for the Glenway Drive Road Special Assessment Project.

Moved by Smith and supported by Wildman to approve resolution No. 4 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nay – None. Absent – None.

10. Consideration of a request for sewer extension for a 20.98 acre parcel to service no more than 6 parcels as requested by Desine Inc.

It was the consensus of the board that sewer lines could be extended to this property since the plant could accommodate six additional parcels. Mr. Perry was asked to meet with Archinal and the township engineer to lay out an acceptable division of the land and street access.

11. Review and request for approval of newsletter articles.

Newsletter articles were reviewed with minor modifications and additions.

12. Review of Subdivision Road Special Assessment Policy.

The township subdivision road policy was reviewed with regard to the establishment of a special assessment district for Red Oaks. It was the consensus of the board to consider the petitions from Red Oaks at such time as 51% of the homeowners within the district sign the petition. No further action was taken by the board.

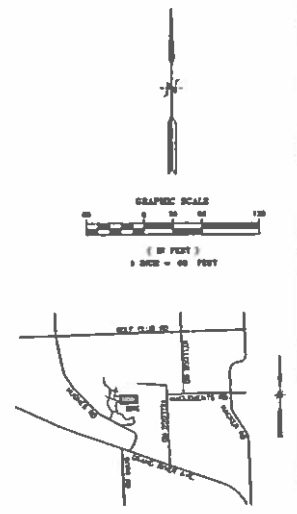
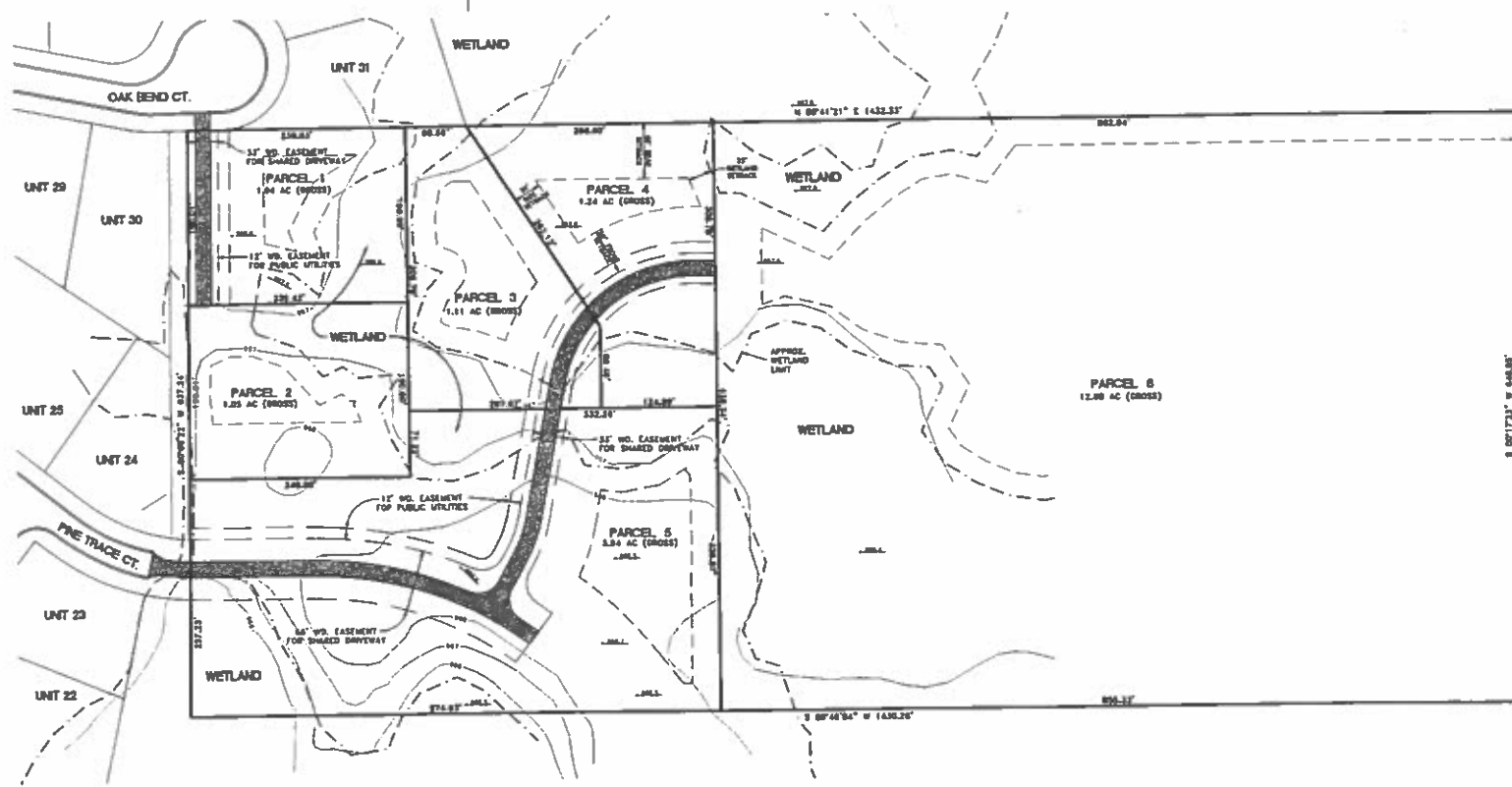
A letter was received from Mr. Will Murray concerning the opening of a hair salon in the Whistle Stop Plaza. McCririe asked that Archinal review existing salons to determine the actual water use and correspond with Mr. Murray concerning a decision with regard to the residential equivalent user cost for this business.

The regular meeting and public hearing of the board was adjourned at 8:05 p.m.



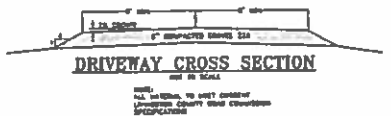
Paulette A. Skolarus
Genoa Township Clerk

"Woodland Springs at Lake Channing"
 (Landscape Design Commission Approval File #)
 194 191.1.2346.7.18.1003



- LEGEND**
- PARCEL BOUNDARY
 - CONTOUR LINE
 - WETLAND LINE
 - EASEMENT LINE
 - BUILDING SETBACK LINE
 - ELEVATION

- NOTES:**
1. Property boundary depicted is unadvised this meaning cannot be guaranteed. A survey has not been completed.
 2. Wetland limits depicted are approximate, as shown on development plan for "Woodland Springs at Lake Channing". Topographic information and contour lines as depicted on the development plan for "Channing Forest".



SITE DATA

PARCEL: 11-11-100-024
 PARCEL AREA: 20.99 ac.
 PARCEL ZONING: LDR

BUILDING SETBACKS:

FRONT	50'
SIDE	30'
REAR	60'
WETLANDS	25'

MINIMUM LOT AREA 1 ACRE
MINIMUM LOT WIDTH 150'

CALCULATION OF ALLOWABLE LAND DIVISIONS

PARENT TRACT: 11-11-100-024 & 11-11-100-021
 PARENT TRACT AREA: 54.54 ac.

	POTENTIAL DIVISIONS
SECTION 108(2)a:	1st 10 ACRES 4
SECTION 108(2)b:	(54.54 - 10)/10 4
SECTION 108(2)c:	0
SECTION 108(3):	BONUS DIVISIONS 0
ALLOWABLE LAND DIVISIONS	8
PROPOSED LAND DIVISIONS	6
PREVIOUSLY APPROVED LAND DIVISION	1
PROPOSED EXEMPT PARCELS	0

DESIGN MAP	REVISION #	DATE	REVISION DESCRIPTION	REVISION #	DATE	REVISION DESCRIPTION

Parcel
4711-11-100-024


CONCEPTUAL
LAND DIVISION
SKETCH

CLIENT:
 WHEELER PARSONS
 2421 DRIVE HIGHLAND
 EAST POINTE, MICHIGAN 48021
 248-284-4727

SCALE: 1/4" = 60'
PROJECT NO.: 121946
DWG NAME: 1004.LD
ISSUED: JUN 05 2014

1

MEMORANDUM

TO: Township Board
FROM: Michael Archina 
DATE: 2/11/16
RE: Request To Change Authorization (RCA)
2016 Sidewalk Project

Attached you will find two Request to Change Authorizations from TetraTech for this year's sidewalk project. The project limits are from the Township's eastern terminus to Kellogg Road.

The first RCA is for the preparation of legal descriptions and associated conveyance documents for seven easements necessary for the sidewalk route. The necessary easements were identified during final design.

Cost: 7 Easements at \$950 each \$6,650

The second RCA is for geotechnical investigation and final contract preparation. This change is related to retaining wall design, soil borings and analysis for a large retaining wall across from Champion Dealership west of Hacker and bidding out this section as a separate phase due to budget constraints.

Please consider the following action:

Moved by _____, supported by _____, to approve RCA #1 in the amount of \$6,650
and RCA #2 in the amount of \$6,000.



REQUEST TO CHANGE AUTHORIZATION (RCA)

PROJECT NAME: Genoa Township 2015 Sidewalk Design DATE: 2-3-16
 PROJECT NUMBER: 200-12736-15008 RCA NO.: 2
 PROJECT MANAGER: Gary Markstrom
 PERSON INITIATING REQUEST: Gary Markstrom

DESCRIPTION OF ADDITIONAL WORK ITEM

Final contract document preparation and retaining wall design and geotechnical investigation at Hacker Road

REASON(S) FOR ADDITIONAL WORK

Geotechnical investigation not included in original authorization. Two bid documents necessary as west end of project was removed for the project and bid out separately.

REFERENCE

January 22, 2015 letter proposal from Tetra Tech

ESTIMATED ENGINEERING FEE

RCA budget is \$6,000.

AUTHORIZING TT UNIT OFFICER

DATE 2-3-16

CUSTOMER CONCURRENCE:

DATE:



REQUEST TO CHANGE AUTHORIZATION (RCA)

PROJECT NAME: Genoa Township 2015 Sidewalk Design DATE: 6-23-15
 PROJECT NUMBER: 200-12736-15008 RCA NO.: 1
 PROJECT MANAGER: Gary Markstrom
 PERSON INITIATING REQUEST: Gary Markstrom

DESCRIPTION OF ADDITIONAL WORK ITEM

Easement document preparation for phase 1 of project from Hacker to Kellogg. A total of 7 easement legal descriptions and documents are necessary for the sidewalk route.

REASON(S) FOR ADDITIONAL WORK

Original authorization did not include any easements as route of sidewalk was unknown until design was completed. Final design identified 7 easements for the final route of the walk.

REFERENCE

January 22, 2015 letter proposal from Tetra Tech

ESTIMATED ENGINEERING FEE

RCA budget based on \$950 per easement. For 7 documents the total RCA 1 compensation is \$6,650.

AUTHORIZING TT UNIT OFFICER

DATE 6-23-15

CUSTOMER CONCURRENCE:

DATE:

BRIGHTON AREA FIRE AUTHORITY

FIRESTAT ANNUAL REPORT

2015



COMMUNITY RISK REDUCTION

2015 PUBLIC EDUCATION DETAILS

Sessions	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Pub-Ed Presentation	8	20	35	28	91
CPR	2	3	3	3	11
School Drill	13	15	11	19	58
Smoke alarm installs	47	25	32	114	218
Total Public Education Details					378



TRAINING

2015 TRAINING SUMMARY

1896	Training Classes & Training Sessions Attended by BAFA Personnel
7722	BAFA Attendees at Training Classes & Training Sessions
22,315	Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions

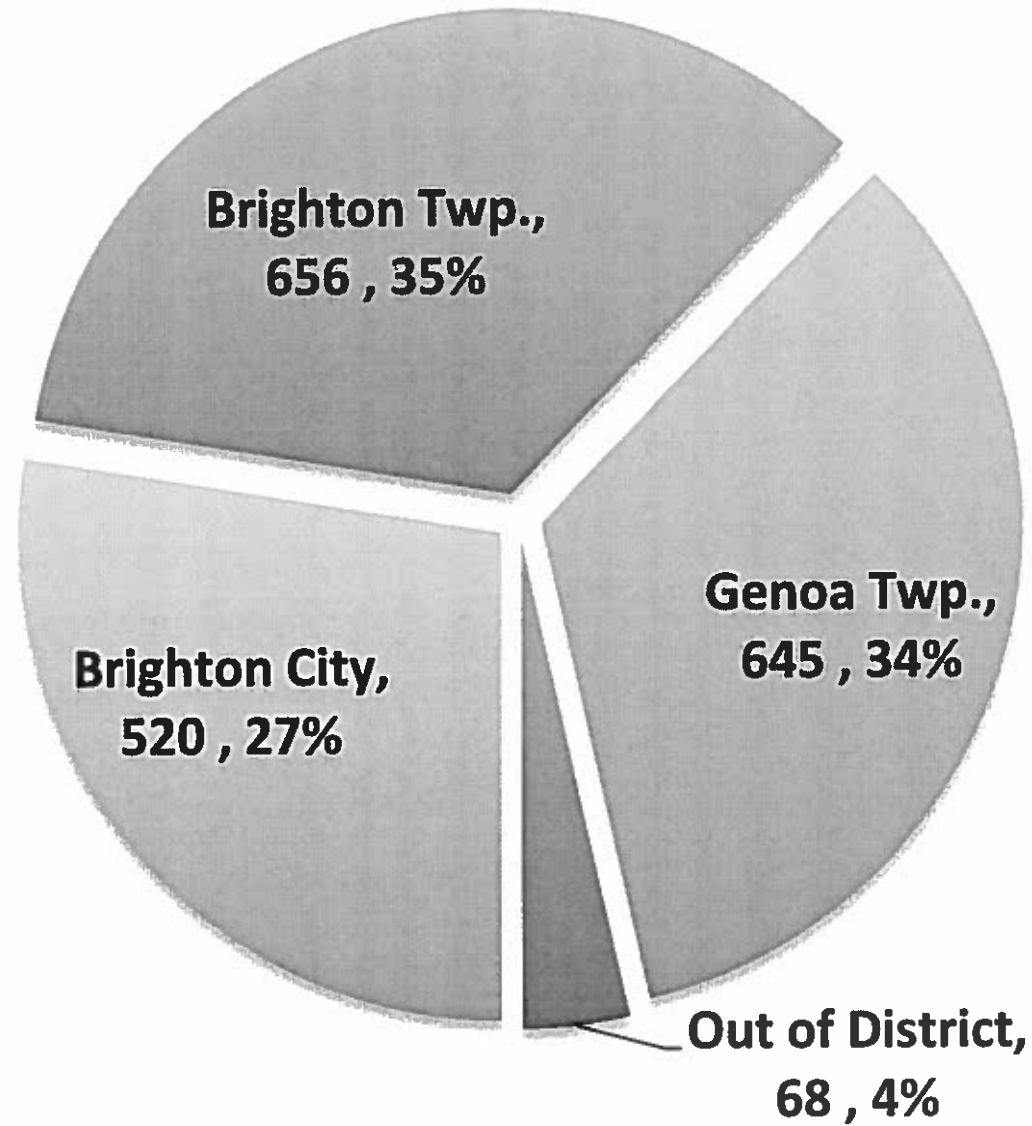


FIRE INSPECTION ACTIVITY - 2015

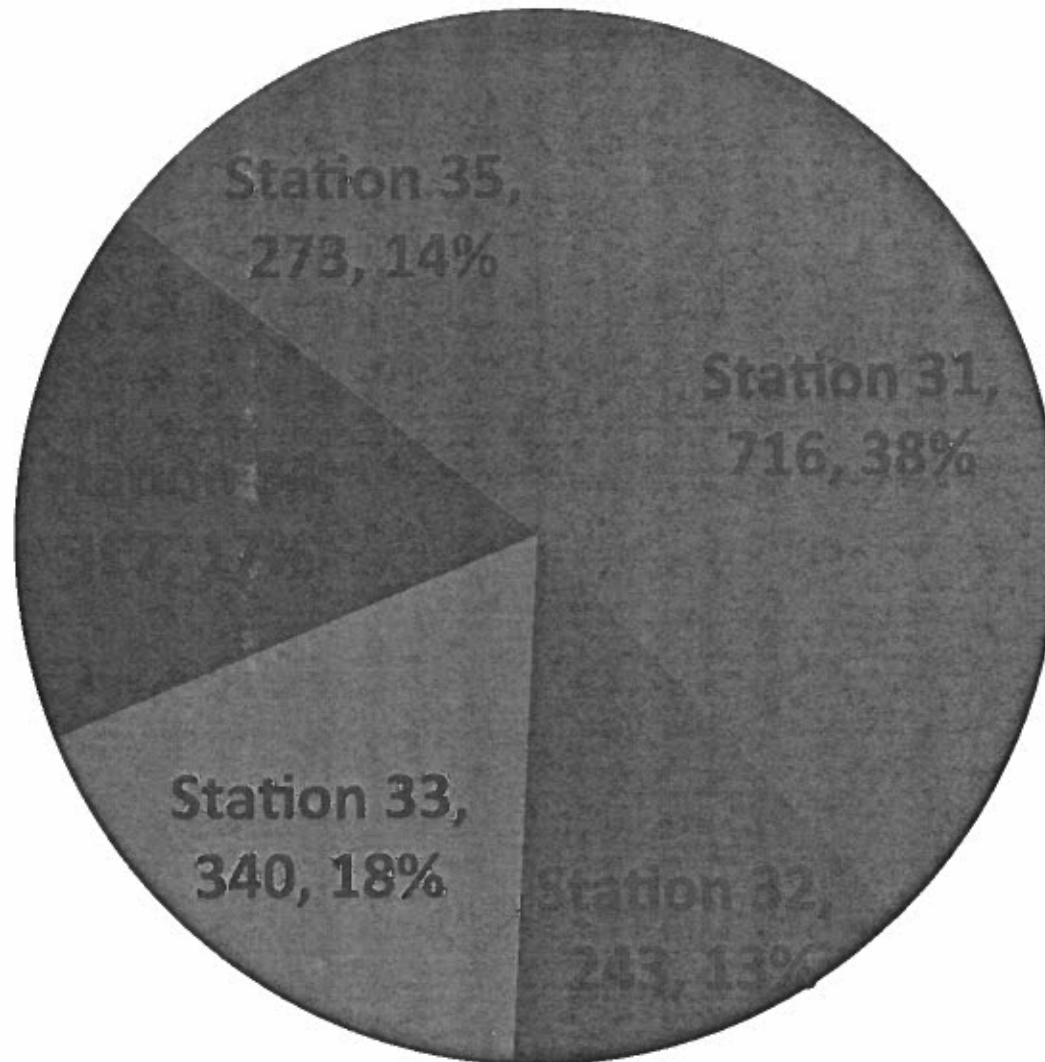
INSPECTIONS:	2015	2014	CHANGE
FIRE SAFETY INSPECTION	1051	692	52%
COMPLAINT INVESTIGATIONS	39	20	95%
C of O INSPECTIONS	82	44	86%
SPECIALTY & MISCELLANEOUS INSP.	50	37	35%
RE-INSPECTIONS	869	545	59%
NEW CONSTRUCTION INSPECTIONS	133	61	118%
GRAND TOTALS:	2224	1399	59%
VIOLATIONS CITED			
	2005	2242	-11%
CITATIONS ISSUED	0	0	n/a
FIRE INVESTIGATIONS	20	19	5%
PLANS REVIEWED:			
SITE PLANS	72	59	22%
BUILDING PLAN REVIEW	60	22	173%
FIRE PROTECTION SYSTEM PLANS	99	40	148%
MISCELLANEOUS REVIEWS	17	27	-37%
TOTALS:	248	148	68%



2015 INCIDENTS BY COMMUNITY



2015 INCIDENTS BY STATION



FIRE INCIDENTS TYPES & LOSS ANALYSIS – 2015

Type Code	Type Description	Department		Brighton City		Brighton Twp.		Genoa Twp.	
		2015	Estimated \$ Loss	2015	Estimated \$ Loss	2015	Estimated \$ Loss	2015	Estimated \$ Loss
100	Fire, Other	5	\$2,000	2	\$0	2	\$0	1	\$2,000
111	Building fire	49	\$1,628,300	8	\$618,300	9	\$671,000	7	\$339,000
112	Fires in structure other than in a building	3	\$300	3	\$300	0	\$0	0	\$0
113	Cooking fire, confined to container	11	\$11,500	6	\$9,000	3	\$0	2	\$2,500
114	Chimney or flue fire, confined to chimney or flue	4	\$0	0	\$0	1	\$0	3	\$0
116	Fuel Burner/Boiler fire	1	\$35,000	0	\$0	1	\$35,000	0	\$0
118	Trash or Rubbish fire	2	\$0	0	\$0	0	\$0	1	\$0
121	Fire in mobile home used as fixed property	2	\$150	0	\$0	0	\$0	2	\$150
130	Mobile property (vehicle) fire, Other	2	\$7,110	0	\$0	1	\$2,110	1	\$5,000
131	Passenger vehicle fire	22	\$132,700	4	\$25,500	8	\$32,500	9	\$74,700
132	Road freight or transport vehicle fire	7	\$26,000	0	\$0	0	\$0	7	\$26,000
138	Off-road vehicle or heavy equipment fire	2	\$56,000	0	\$0	0	\$0	2	\$56,000
140	Natural vegetation fire, Other	4	\$0	2	\$0	0	\$0	2	\$0
141	Forest, woods or wildland fire	2	\$0	0	\$0	0	\$0	2	\$0
142	Brush or brush-and-grass mixture fire	7	\$0	0	\$0	3	\$0	2	\$0
143	Grass fire	21	\$0	1	\$0	10	\$0	10	\$0
151	Outside rubbish, trash or waste fire	3	\$0	1	\$0	1	\$0	1	\$0
153	Construction or demolition landfill fire	2	\$0	0	\$0	2	\$0	0	\$0
154	Dumpster or other outside trash receptacle fire	5	\$0	2	\$0	2	\$0	1	\$0
160	Special outside fire, Other	1	\$0	0	\$0	0	\$0	0	\$0
162	Outside equipment fire	2	\$0	0	\$0	1	\$0	0	\$0
		157	\$1,899,060	29	\$653,100	44	\$740,610	53	\$505,350



2015 INCIDENT TYPE REPORT

Incident Type	2015	2014	Difference	% Change
1-Fire	157	140	17	12%
2-Overpressure/Expl.	2	0	2	N/A
3-EMS	1032	863	169	20%
4-Hazardous Condition	187	196	-9	-5%
5-Service Call	98	83	15	18%
6-Good Intent	206	194	12	6%
7-False Call	202	223	-21	-9%
8-Severe Weather	3	3	0	N/A
9-Other	2	5	-3	N/A
TOTAL	1889	1707	182	11%



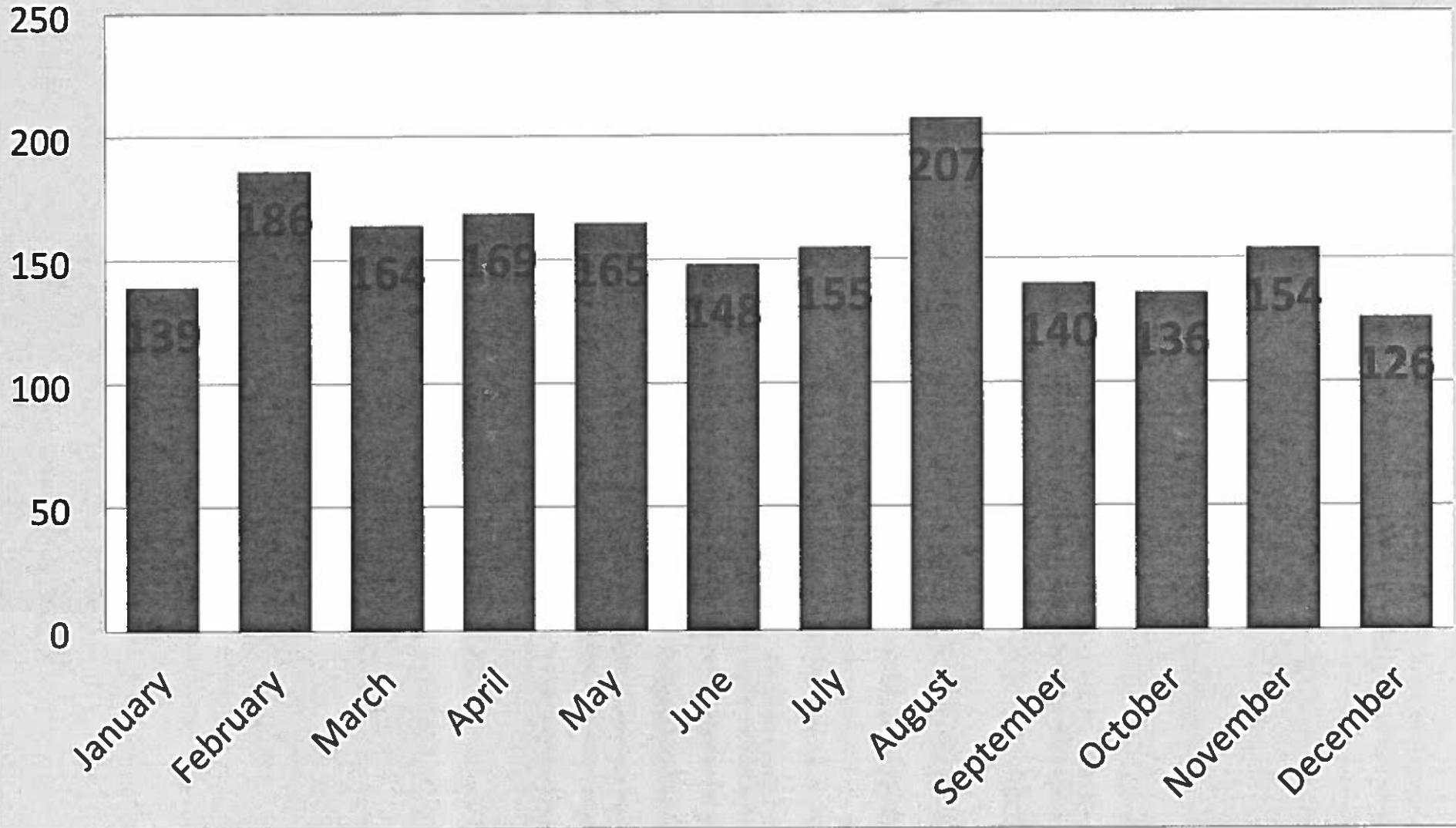
INCIDENT ACTIVITY REPORT by STATION

2015

Incident Type	Sta.31	Sta.32	Sta.33	Sta.34	Sta.35
1 - Fire	56	25	19	28	29
2 - Overpressure/Explosion	1	0	0	0	1
3 - Rescue EMS	365	124	207	183	153
4 - Hazardous Condition	62	28	35	31	31
5 - Service Call	37	14	11	20	16
6 - Good Intent	93	26	41	24	22
7 - False Call	100	24	27	31	20
8 - Severe Weather	2	0	0	0	1
9 - Special Incident Type	0	2	0	0	0
TOTAL	716	243	340	317	273



2015 INCIDENTS BY MONTH

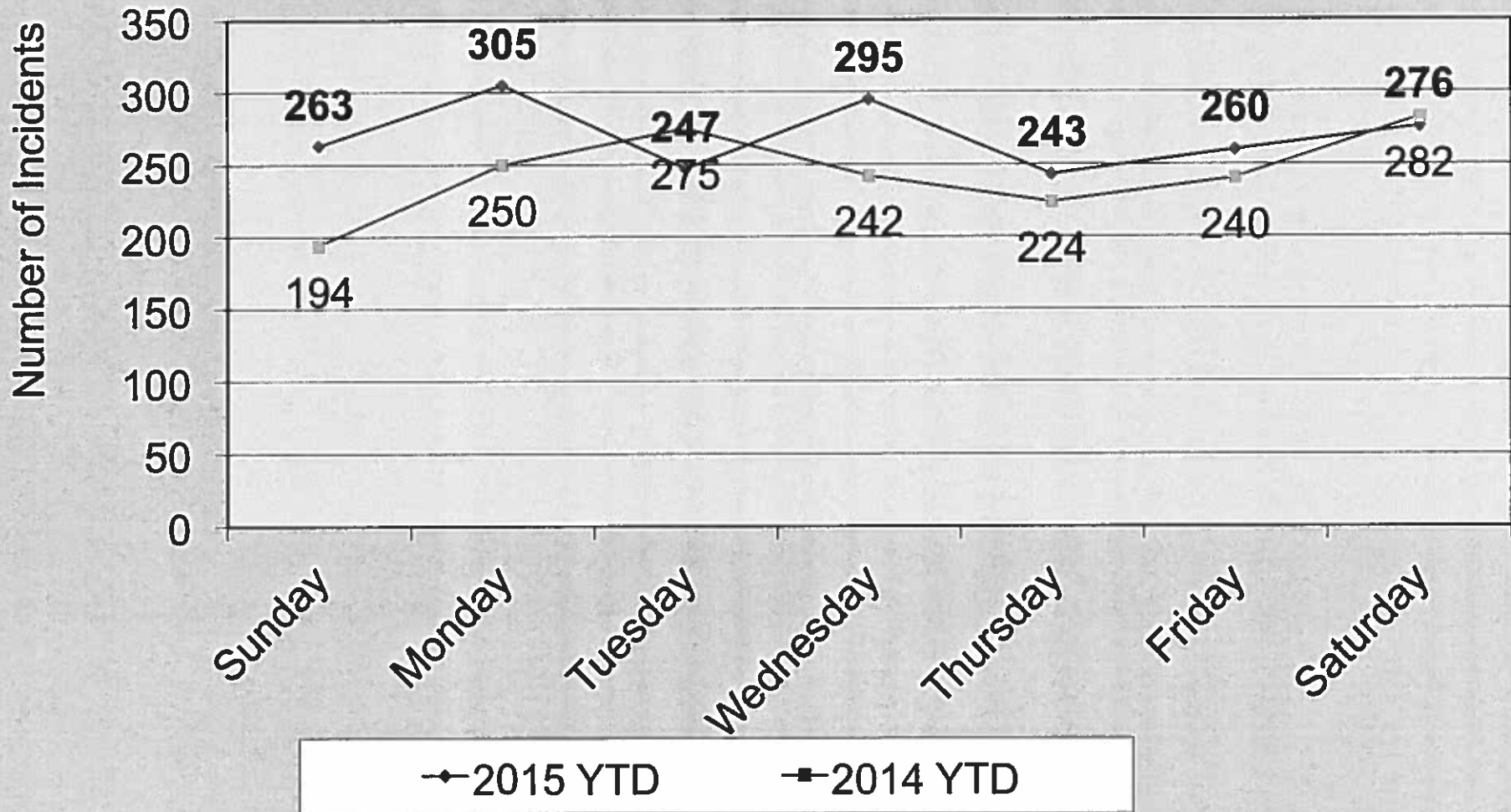


All Incidents by Day of Week

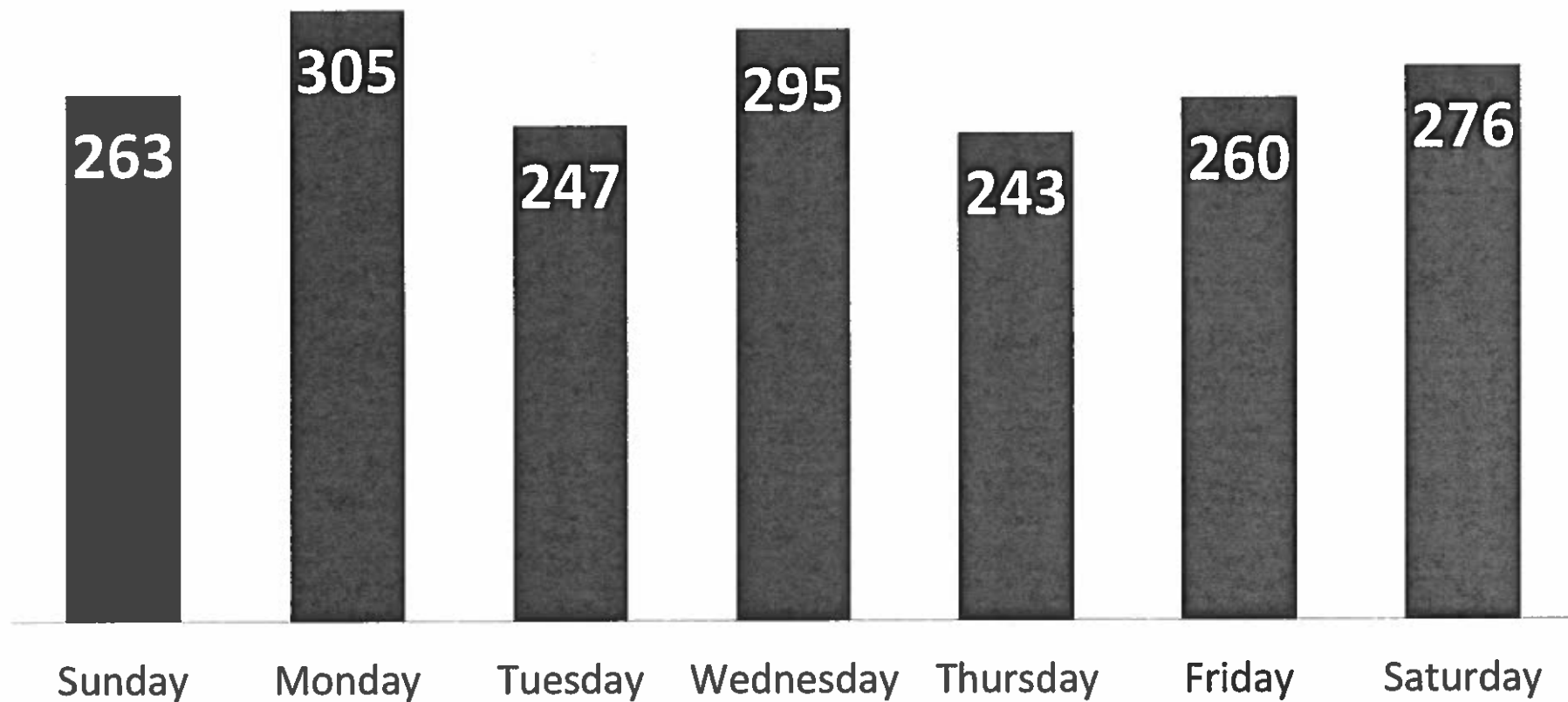
Day of Week	2015	2014	%Change
Sunday	263	194	36%
Monday	305	250	22%
Tuesday	247	275	-10%
Wednesday	295	242	22%
Thursday	243	224	8%
Friday	260	240	8%
Saturday	276	282	-2%
TOTAL	1889	1707	11%



Incidents by Day of Week 2015 vs. 2014



2015 INCIDENTS BY DAY OF WEEK

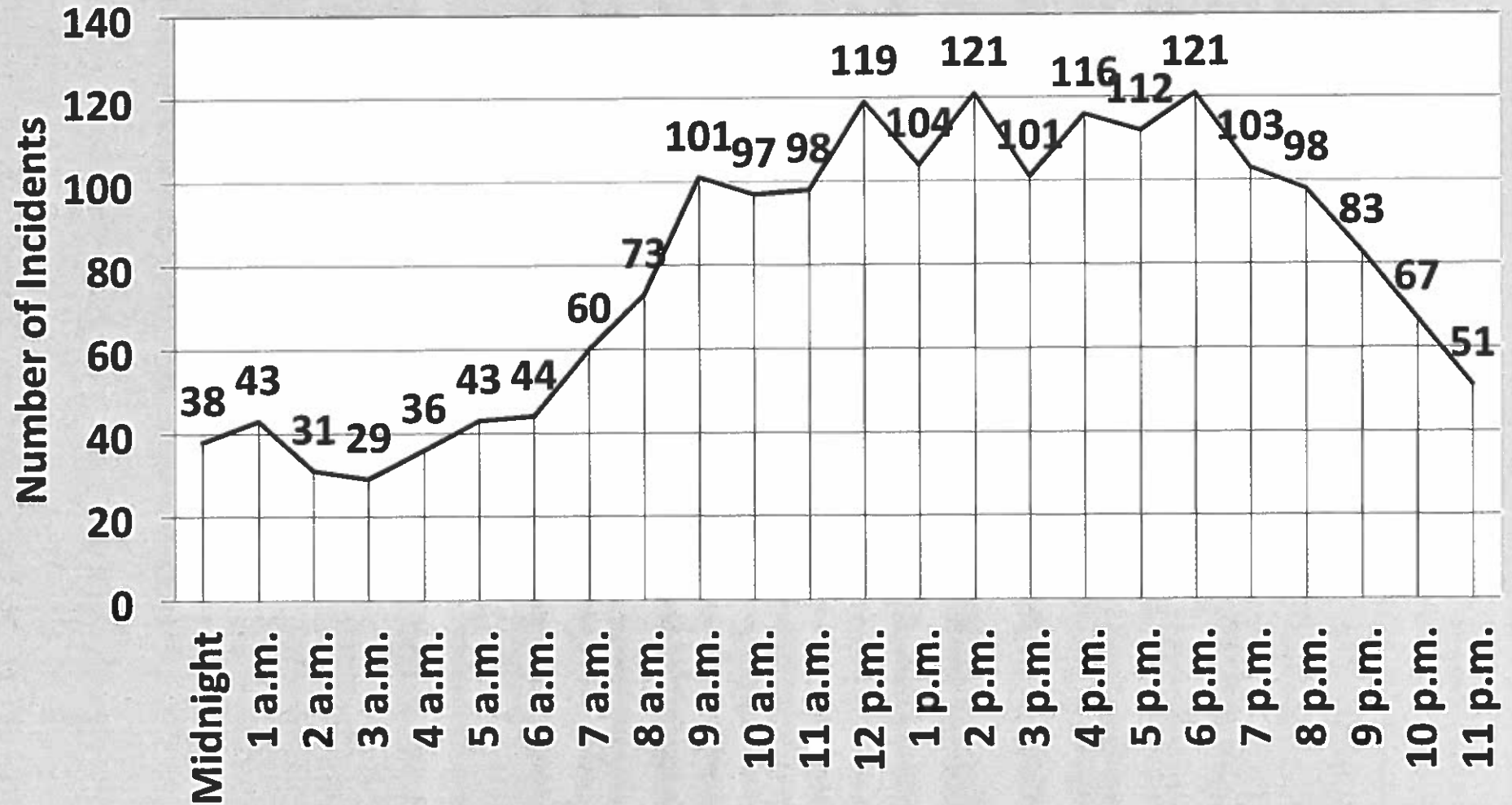


Incidents by Day of Week/Shift 2015

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	41	25	35	24	24	24	35
0601-1200	52	81	64	95	69	58	59
1201-1800	86	109	97	92	81	100	99
1801-0000	84	90	51	84	69	78	83



2015 INCIDENTS BY TIME OF DAY

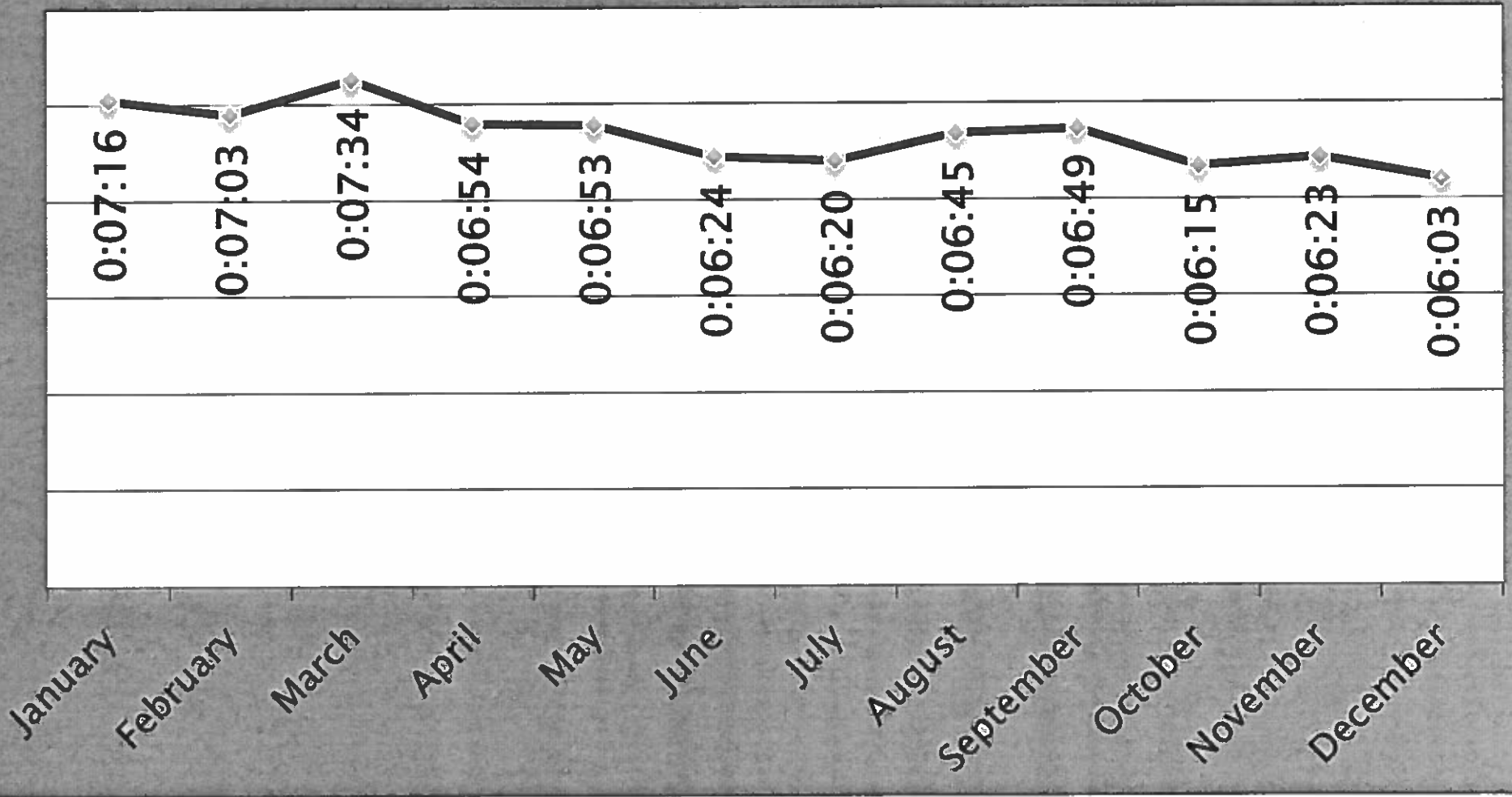


2015 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Annual Avg.
31	0:06:22	0:06:04	0:06:06	0:04:54	0:06:12	0:05:04	0:04:41	0:05:14	0:04:39	0:05:16	0:05:14	0:05:13	0:05:26
32	0:09:47	0:11:12	0:09:56	0:12:12	0:08:52	0:08:26	0:08:30	0:07:57	0:09:35	0:07:37	0:08:07	0:07:42	0:09:09
33	0:06:28	0:06:14	0:07:50	0:07:26	0:06:00	0:05:04	0:07:11	0:07:11	0:07:29	0:06:37	0:06:05	0:04:59	0:06:38
34	0:07:56	0:07:15	0:06:53	0:07:33	0:06:08	0:06:59	0:06:04	0:07:06	0:06:39	0:06:42	0:07:37	0:07:04	0:07:00
35	0:09:15	0:07:20	0:07:52	0:07:57	0:07:58	0:08:43	0:06:45	0:07:26	0:07:55	0:06:51	0:07:20	0:08:30	0:07:47
Month Avg.	0:07:16	0:07:03	0:07:34	0:06:54	0:06:53	0:06:24	0:06:20	0:06:45	0:06:49	0:06:15	0:06:23	0:06:03	0:06:45



2015 AVERAGE RESPONSE TIMES PRIORITY INCIDENTS



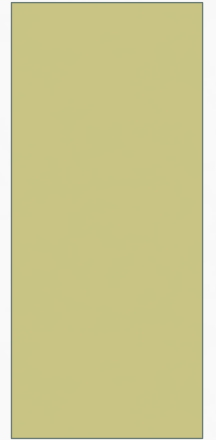
MUTUAL AID ANALYSIS 2015

Department	Given by BAFA	Received by BAFA
Green Oak	15	17
Howell	13	7
Hamburg	10	0
Hartland	11	7
Unadilla	1	0
Lyon Twp	2	1
Milford	2	0
Highland	1	0
Tech Rescue Team	1	0
Haz-Mat Team	1	0
TOTAL	57	32



2016 COMPENSATION ANALYSIS

REVIEW AND RECOMMENDATIONS



HIGHLIGHTS OF MARKET DATA ANALYSIS

- Data was reviewed from three reliable compensation survey sources.
- Market data revealed that salaries for our four more senior positions (Manager, Community Dev. Director, Assessor, and Deputy Assessor) sit very well relative to market. These salaries are over median market salaries.
- Salaries for Treasury Assistant, Clerk Assistant, Assessing Assistant, and Receptionist are below market median data.
- All other staff positions are paid close to or slightly above market.

RECOMMENDATIONS

In planning for our 2016-2017 Salary Budget, I would like to recommend the following:

- For our four more senior positions, provide a lump sum bonus at either a flat rate for each of them, or an amount equal to the approved increase percentage, rather than an increase to their annual salary. This would reward them for their contributions while aligning their salaries more closely to market over time.
- For the four clerical positions mentioned, I recommend doing a market adjustment on March 1st – just prior to our regular increases. This will align these four positions more closely to market.
- I suggest adjusting the hourly pay scale to increase the starting pay for clerical and bookkeeping/specialists as outlined on the next slide.
- All other staff positions will be increased based on approved budget.

ANNUAL COST ANALYSIS FOR 2016 INCREASES

- As we consider a budget for 2016 increases, I submit the following data regarding costs for 2.0%, 2.5% and 3% increases.

12 Full-Time Employees and 3 Part-Time Employees			
	2.0%	2.5%	3.0%
Lump Sum for Senior Positions (4 people)	\$6,662.24	\$8,327.80	\$9,993.36
Increase To Base (7 people)	\$4,926.90	\$6,158.62	\$7,390.34
Market Adj + Incr to Base for Clerical (4 people)	\$8,958.56	\$9,274.20	\$9,589.84
Total:	\$20,547.70	\$23,760.62	\$26,973.54
Totals if Lump Sum is a flat \$1,500 (\$6,000 total for 4 people)	\$19,885.46	\$21,432.82	\$22,980.18

Please note: Does not include Elected or Appointed officials.