

GENOA CHARTER TOWNSHIP
Board of Trustees
Regular Meeting
December 4, 2017
6:30 p.m.

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public*:

Approval of Consent Agenda:

1. Payment of Bills.
2. Request to approve minutes of 11/20/2017.
3. Consider approval of a request from ACE Pyrotechnics for a fireworks permit for New Year's Eve at Mt. Brighton.

Approval of Regular Agenda:

4. Consider approval of a Resolution establishing guidelines for poverty exemptions as requested by the Township Assessor.
5. Discussion regarding 2018 Grand River sidewalk project.
6. Consider approval of a design services contract with Tetra Tech for sidewalk installation on the north side of Grand River from Hughes to Kellogg. In the amount of \$13,750.
7. Discussion and possible action regarding the addition of Veteran's Day to the Township holiday schedule.

Correspondence
Member Discussion
Adjournment

<p>*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.</p>
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CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: December 4, 2017

TOWNSHIP GENERAL EXPENSES: Thru December 4, 2017	\$18,093.21
November 22, 2017 Longevity Payroll	\$11,090.57
December 1, 2017 Bi Weekly Payroll	\$90,064.18
OPERATING EXPENSES: Thru December 4, 2017	\$142,646.47
TOTAL:	<u>\$261,894.43</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
11/16/2017	34059	BULLSEYE TELECOM	400.34
11/16/2017	34060	MHOG UTILITIES	403.52
11/16/2017	34061	TARA BROWN	58.89
11/16/2017	34062	US BANK EQUIPMENT FINANCE	1,765.56
11/16/2017	34063	VERIZON WIRELESS	373.97
11/20/2017	34064	BUSINESS IMAGING GROUP	519.60
11/20/2017	34065	COMCAST	176.60
11/20/2017	34066	EHIM, INC	6,955.15
11/20/2017	34067	ETHAN MURPHY	50.00
11/20/2017	34068	FIRST IMPRESSION PRINT & MARKETING	2,049.79
11/20/2017	34069	KRISTEN RENEE SAPIENZA	62.59
11/20/2017	34070	MASTER MEDIA SUPPLY	366.38
11/20/2017	34071	STATE OF MICHIGAN	175.00
11/20/2017	34072	TRI COUNTY SUPPLY, INC.	147.62
11/21/2017	34073	BRANDON VANMARTER	75.00
11/21/2017	34074	CHASE CARD SERVICES	1,513.20
11/21/2017	34075	MICHIGAN STATE UNIVERSITY	125.00
11/27/2017	34076	MACEO	60.00
11/27/2017	34077	MACEO	25.00
11/27/2017	34078	NEOPOST USA INC	2,790.00

FNBCK TOTALS:

Total of 20 Checks:	18,093.21
Less 0 Void Checks:	0.00
Total of 20 Disbursements:	18,093.21

For Check Dates 11/22/2017 to 11/22/2017

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/22/2017	FNBCK	12573	ARCHINAL, MICHAEL C	750.00	663.25	0.00	Open
11/22/2017	FNBCK	12574	ESTRADA, DAVID	500.00	461.75	0.00	Open
11/22/2017	FNBCK	12575	HANUS, CAROL A	750.00	619.01	0.00	Open
11/22/2017	FNBCK	12576	HUNT, ROBIN L	1,250.00	819.95	0.00	Open
11/22/2017	FNBCK	12577	LINDBERG, TAMMY J	750.00	692.63	0.00	Open
11/22/2017	FNBCK	12578	MRO CZKA, LAURA L	500.00	396.70	0.00	Open
11/22/2017	FNBCK	12579	ROJEWSKI, DEBRA L	1,250.00	944.95	0.00	Open
11/22/2017	FNBCK	12580	RUTHIG, AMY D	1,000.00	923.50	0.00	Open
11/22/2017	FNBCK	12581	SKOLARUS, PAULETTE A	1,250.00	1,154.37	0.00	Open
11/22/2017	FNBCK	12582	TATARA, GREGORY	500.00	460.12	0.00	Open
11/22/2017	FNBCK	12583	VAN TASSELL, ADAM J	750.00	602.81	0.00	Open
11/22/2017	FNBCK	12584	VANMARTER, KELLY K	750.00	691.66	0.00	Open
11/22/2017	FNBCK	12585	WILLIAMS, ANGELA	500.00	461.75	0.00	Open
11/22/2017	FNBCK	EFT169	INTERNAL REVENUE SERVICE	2,198.12	2,198.12	0.00	Open

Totals: Number of Checks: 014

12,698.12

11,090.57

0.00

Total Physical Checks: 13

Total Check Stubs: 1

Check Register Report For Genoa Charter Township
For Check Dates 12/01/2017 to 12/01/2017

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/01/2017	FNBCK	EFT170	FLEX SPENDING (TASC)	1,159.13	1,159.13	0.00	Open
12/01/2017	FNBCK	EFT171	INTERNAL REVENUE SERVICE	22,248.61	22,248.61	0.00	Open
12/01/2017	FNBCK	EFT172	PRINCIPAL FINANCIAL	2,625.00	2,625.00	0.00	Open
12/01/2017	FNBCK	EFT173	PRINCIPAL FINANCIAL	1,161.40	1,161.40	0.00	Open

Totals: Number of Checks: 004 27,194.14 27,194.14 0.00

Total Physical Checks:

Dir. Dep.

Total Check Stubs: 4

62,870.04

390,064.18

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
11/16/2017	4123	AT&T	408.19
11/20/2017	4124	BULLSEYE TELECOM	227.29
11/22/2017	4125	AT&T LONG DISTANCE	40.41
11/22/2017	4126	MHOG WATER AUTHORITY	36,588.40
11/27/2017	4127	GENOA TWP OAK POINTE SEWER BOND	103,915.23

592FN TOTALS:

Total of 5 Checks:	141,179.52
Less 0 Void Checks:	0.00
Total of 5 Disbursements:	141,179.52

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
11/15/2017	4176	POSTMASTER	316.66
11/20/2017	4177	SPIRIT OF LIVINGSTON	834.52

503FN TOTALS:

Total of 2 Checks:	1,151.18
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	1,151.18

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
11/20/2017	3287	BULLSEYE TELECOM	224.29
11/22/2017	3288	BRIGHTON ANALYTICAL, L.L.C.	67.00
11/22/2017	3289	MHOG WATER AUTHORITY	24.48

593FN TOTALS:

Total of 3 Checks:	315.77
Less 0 Void Checks:	0.00
Total of 3 Disbursements:	315.77

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting
November 20, 2017

MINUTES

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m., with the Pledge of Allegiance. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Robin Hunt, Jim Mortensen, Terry Croft, Diana Lowe and Jean Ledford. Also present were Township Manager, Michael Archinal; Township Attorney, Joe Seward; and approximately 50 persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Mortensen and supported by Croft to approve all items listed under the Consent Agenda and moving item 4 to the regular agenda for further discussion. The motion carried unanimously.

1. Payment of Bills.

2. Request to Approve Minutes: Nov. 6, 2017

3. Request to reappoint members to expiring terms on the Board of Review and reaffirm the appointment of Jill Rickard to the Planning Commission.

Approval of Regular Agenda:

Moved by Ledford and supported by Lowe to approve for action all items listed under the Regular Agenda as requested. The motion carried unanimously.

4. Request for approval of an amended calendar of holidays adding Veteran's Day as paid holiday to the calendar beginning 2018, as requested by Township residents and recommended by the Administrative Committee.

Moved by Mortensen and supported by Hunt to table the request until an analysis of Holidays for other local communities may be included in the discussion. The motion carried as follows: Ayes Hunt, Lowe, Skolarus and Rogers. Nays – Ledford and Croft.

5. Request for approval of budget amendments to Funds 101, 212, 261, 264, 270, and 271 as requested by the Administrative Committee.

Moved by Lowe and supported by Skolarus to approve the amendments to the above funds as requested. The motion carried unanimously.

6. Request for approval of Resolution 171120 to waive the interest and penalty for property transfer affidavits as recommended by the Township Assessor.

Moved by Mortensen and supported by Croft to approve the Resolution as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

7. Consideration of a recommendation for approval regarding amended conditions of previously approved special land use and site plan for the Brighton Church of the Nazarene

located at 7669 Brighton Road, Brighton. The request is petitioned by Brighton Church of the Nazarene.

A. Disposition of amendment to special land use and site plan conditions.

Moved by Hunt and supported by Lowe to approve the amendments to the special land use and site plan conditions for the Brighton Church of the Nazarene for the reasons found by the Planning Commission with the following conditions:

- The landscape plan provided by Landscape Design and Associates dated Oct. 2, 2017 is approved.
- The requirement for the Church to maintain the off-premise tree line along Aljoann Road right-of-way is eliminated. The maintenance responsibilities are transferred to the Worden lake homeowner's association as provided by Article 3, Section 3, Item 1 in the Declaration of Covenants and Building and Use Restrictions as recorded in Liber 2925 Page 0082.
- The requirement for the skate park security guard is discontinued.

The motion carried unanimously.

8. Consideration of a recommendation for approval with conditions regarding a special use application, environmental impact assessment and site plan for a proposed K-12 Livingston Christian School to be located within the Brighton Church of the Nazarene at 7669 Brighton Road, Brighton. The request is petitioned by Livingston Christian Schools.

A. Disposition of Special Use Application.

Moved by Lowe and supported by Hunt to approve the Special Land Use permit with conditions. This approval is granted based upon finding consistent with the standards of section 19.03 of the Zoning Ordinance and furthermore the use is found to be consistent with the general character in the area, which includes a number of churches and schools. This approval is based upon compliance with the following conditions:

- Student enrollment shall not exceed 200 students with the full implementation of the site plan corresponding to this approval.
- An agreement shall be provided which defines the costs and responsibilities for implementation of the approved site plan between the Church of the Nazarene (landlord) and Livingston Christian Schools (tenant). This agreement shall be approved by the Township Attorney prior to issuance of the Special Land Use Permit and within the 60 day compliance period provided by 19.02.04(h). This agreement can be a copy of an amended lease agreement between the Livingston Christian Schools and the Church of the Nazarene.
- A copy of the Livingston Christian Schools annual report to the State of Michigan certifying the school enrollment shall be provided to the Township on or before December 1st of each year.

The motion carried unanimously.

B. Disposition of Environmental Impact Assessment.

Moved by Hunt and supported by Lowe to approve the environmental impact assessment dated November 14, 2017 which includes the Traffic Impact Study dated November 14, 2017. The motion carried unanimously.

C. Disposition of Site Plan.

Moved by Hunt and supported by Lowe to approve the site plan dated November 14, 2017 with the following conditions:

- A Land Use Permit will be required prior to any construction.
- All site plan application fee exceedances shall be paid prior to issuance of the Land Use Permit.
- Water tap fees due to the City of Brighton shall be paid prior to issuance of a Land Use Permit.
- Any future signage is subject to permitting and shall comply with the sign ordinance and be approved by the Township.
- All requirements of the Brighton Area Fire Authority shall be met.

The motion carried unanimously.

9. Consideration of a recommendation for approval with conditions regarding a special use application, environmental impact assessment and site plan for proposed outdoor storage and parking lot improvements location at 5818 Sterling Drive, Howell. The request is petitioned by Dennis Cregar.

A. Disposition of Special Use Application.

Moved by Ledford and supported by Hunt to approve the Special Land use permit because it has been found that the requested use meets the requirements of Section 19.03 and 8.02.02 of the Township Ordinance. The motion carried as follows: Ayes – Ledford, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nay – Croft.

B. Disposition of Environmental Impact Assessment.

Moved by Hunt and supported by Lowe to approve the Environmental Impact Assessment dated Nov. 14, 2017 as submitted. The motion carried as follows: Ayes – Ledford, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nay – Croft.

C. Disposition of Site Plan.

Moved by Lowe and supported by Skolarus to approve the site plan as submitted. The motion carried unanimously.

10. Consideration of a recommendation for approval with conditions regarding an environmental impact assessment and site plan for a proposed multi-use athletic field with storage building and concessions building with parking lot expansion at 3750 Cleary Drive. The request is within the Cleary University Planned Unit Development and is petitioned by Cleary University.

A. Disposition of Environmental Impact Assessment.

Moved by Ledford and supported by Croft to approve the environmental impact assessment dated Nov. 14, 2017 as submitted. The motion carried unanimously.

B. Disposition of Site Plan.

Moved by Skolarus and supported by Lowe to approve Site Plan dated November 14, 2017 with the following conditions:

- An easement from MHOG shall be obtained regarding the off-premise improvements prior to the issuance of the land use permit.
- The applicant shall comply with the requirements of the Engineer's letter dated November 2, 2017.
- The applicant shall comply with the requirements of the Brighton Area Fire Authority's letter dated November 7, 2017.
- Construction plan review shall be required for any public utility work and must be coordinated with the MHOG Utility Authority.
- Any necessary utility easements shall be provided prior to issuance of a Certificate of Occupancy.
- Any increased REU capacity costs as determined by Township staff shall be paid prior to issues of a Land Use Permit.

The motion carried unanimously.

Croft advised the board that SEMCOG has scheduled a meeting on Nov. 28, 2017 at the Brighton Chamber of Commerce from 4:00 until 5:30 p.m.

Respectfully submitted,



Paulette A. Skolarus, Clerk
Genoa Charter Township



Mr. Bill Rogers

21 Nov 2017

Township Supervisor

Genoa Township

2911 Dorr Road

Brighton, MI 48116

Dear Mr. Rogers:

Per the requirements of Genoa Township's Permit process and BFS-999 Fireworks Display Permit application, This letter serves to notify that any and all 1.3g Fireworks not used, surplus, Faulty for return ("Dud") or otherwise unusable 1.3g product will not be kept at the proposed Display site set forth in our attached application packet. No onsite storage will take place; 1.3g Fireworks will be shipped directly from out ATF Approved Type 4 Magazine(s), set up at the Display site, and used. Any and all unused product will return to said magazine(s) directly.

Sincerely,

Michael Freeland PGI/CS

Vice President, Marketing

ACE Pyro, LLC



Mr. Bill Rogers

21 Nov 2017

Township Supervisor

Genoa Township

2911 Dorr Road

Brighton, MI 48116

Dear Mr. Rogers:

This letter serves as our request for a display permit for the annual New Year's Eve Celebration at Mt. Brighton. We are honored to be a part of their event, and have attached all required documents required by your office.

Looking forward to another exciting event, and we hope to see you there !

Thanks



Michael Freeland PGI/CS

Vice President, Marketing

ACE PYRO, LLC



U.S. Department of Justice
 Bureau of Alcohol, Tobacco, Firearms and Explosives
 Federal Explosives Licensing Center
 244 Needy Road
 Martinsburg, West Virginia 25405

901090: CRR/FLS
 5400
 File Number: 4MI12625

09/18/2014

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE** for:

MICHAEL KENNETH FREELAND 05/14/1961 380743733

GENERAL LABOR
 (248)676-2305

975 LARIVÉE LANE
 MILFORD, MI 48381

and is **ONLY valid** under the following Federal explosives license/permit:
 4-MI-161-20-7D-12625

ACE PYRO LLC
 13001 E AUSTIN RD
 MANCHESTER, MI 48158

Dear MICHAEL FREELAND:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves

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

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

Mail: ATF
 Chief, FELC
 Attn.: LOC Correction
 244 Needy Road
 Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
 Chief, FELC
 Attn.: LOC Correction

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

MICHAEL KENNETH FREELAND

Employee Possessor Letter of Clearance for:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	CONTACT NAME: Janet Nau	
	PHONE (A/C, No, Ext): 425-455-5640	FAX (A/C, No): 425-455-6727
E-MAIL ADDRESS: jnau@tpgrp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: T.H.E. Insurance Company		12866
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 754990336 **REVISION NUMBER:**

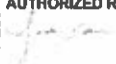
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	CPP010442903	11/1/2017	11/1/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$Excluded
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$N/A
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:

Additional Insured: Mt. Brighton Ski Area, Vail Resorts, Genoa Township, its officers, assigns, and volunteers
 Event Location: Mt. Brighton Ski Area 4141 Bauer Rd Brighton, MI 48116
 Event Date: 12/31/2017, Rain Date: N/A

CERTIFICATE HOLDER Mt. Brighton Ski Area 4141 Bauer Rd Brighton MI 48116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MT BRIGHTON FIREWORKS

New Year's Eve 2017



Mt Brighton New Year's Eve Display

Mt Brighton Ski Area

- Legend**
- Bauery Restaurant
 - Mt Brighton
 - Mt Brighton New Year's Eve Display
 - Mt Brighton Ski Area
 - Mt Brighton Ski Area

Google Earth

© 2017 Google

700 ft



2017 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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TYPE OF PERMIT(S) (Select all applicable boxes)

Agricultural or Wildlife Fireworks Articles Pyrotechnic Display Fireworks

Public Display Private Display

Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT APC PYRO, LLC / MICHAEL FREELAND		ADDRESS OF APPLICANT 975 LARIVEE, MILFORD, MI 48381	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER N/A		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER N/A	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) N/A		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) N/A	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR MICHAEL FREELAND		ADDRESS OF PYROTECHNIC OPERATOR 975 LARIVEE LN, MILFORD, MI	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 56
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 200+	WHERE MI, IA, IN, WI, WY, ND; MANY IN OAKLAND COUNTY, MI	
NAME OF ASSISTANT CHRIS RENEMA		ADDRESS OF ASSISTANT 1231 HAWTHORNE GROVE PTE WOODS, MI	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 31
NAME OF OTHER ASSISTANT JOSH McANULTY		ADDRESS OF OTHER ASSISTANT 20237 EUKRANT HARPER WOODS, MI 48225	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 36

EXACT LOCATION OF PROPOSED DISPLAY
FROM TOP OF SHI HILL AT MT. BRISTON SHI AREA; GAS LOC. 42° 32' 21.41" N, 83° 48' 33.16" W

DATE OF PROPOSED DISPLAY
31 DECEMBER 2017

TIME OF PROPOSED DISPLAY
APPROX 2000 HRS

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1128 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

→ NO ONSITE STORAGE - DIRECT SHIPMENT TO DISPLAY SITE ←

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) | NAME OF BONDING CORPORATION OR INSURANCE COMPANY
THREE MILLION DOLLARS (\$3,000,000.00) | THE PARTNERS GROUP, LTD.

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
11225 S.E. 6TH STREET, SUITE #110, BELLEVUE, WA 98004

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
120+	2.5" AERIAL SHELLS
144+	3.0" AERIAL SHELLS
72+	4.0" AERIAL SHELLS
1	1.3B LANCEWORK SIGN
→ NOTHING FOLLOWS ←	

SIGNATURE OF APPLICANT 	DATE 21 NOV 2017
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**RESOLUTION # 17
GENOA CHARTER TOWNSHIP
COUNTY OF LIVINGSTON, MICHIGAN**

**RESOLUTION ESTABLISHING GUIDELINES FOR GRANTING OF POVERTY
EXEMPTIONS FROM PROPERTY TAXES PURSUANT TO MCL 211.7u AND
ESTABLISHING BEGINNING DATE FOR THE BOARD OF REVIEW**

At a regular meeting of the Board of Trustees of Genoa Charter Township, County of Livingston, State of Michigan, held on December 4, 2017 the following Resolution was moved, supported and adopted.

RECITALS:

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act 206 of the Public Acts of 1893, as amended by Act 313 of the Public Acts of 1993, being section 211.7u of the Michigan Compiled Laws, requires the governing body of the assessing unit to determine and make available to the public the policy and guidelines for granting of poverty exemptions under MCL 211.70;

NOW, THEREFORE BE IT RESOLVED that to be eligible for a poverty exemption pursuant to MCL 211.7u in the Township of Genoa, a person must be the owner and must occupy the property as a homestead, as defined, for which the exemption is requested; file a completed and notarized application; file copies of federal and state income tax returns for **all** persons residing in the homestead, including property tax credit forms and/or Statement of Benefits Paid from Michigan Department of Social Services or Social Security Administration; meet local (Genoa Charter Township) poverty income standards;

BE IT FURTHER RESOLVED that the applicant must have an annual household income less than the amounts shown in Attachment A;

BE IT FURTHER RESOLVED that the applicant must have an annual taxable and/or non-taxable dividend income less than \$500;

BE IT FURTHER RESOLVED that the applicant's asset level, excluding the homestead, may not exceed \$10,000;

BE IT FURTHER RESOLVED that the applicant may not have ownership interest in any real estate other than the homestead;

BE IT FURTHER RESOLVED that a poverty exemption may be granted for only one year at a time;

BE IT FURTHER RESOLVED that for the 2018 tax year the Genoa Charter Township Board of Review will begin its proceedings on Tuesday, March 6, 2018;

BE IT FURTHER RESOLVED that the board of review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for poverty exemption;

BE IT FURTHER RESOLVED that the board of review may request from the applicant any supporting documents which may be utilized in determining a poverty exemption request;

BE IT FURTHER RESOLVED that the completed poverty exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought;

BE IT FURTHER RESOLVED that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided;

BE IT FURTHER RESOLVED that the board of review may deviate from the established policy and guidelines only for substantial and compelling reasons. The applicant will be notified, in writing, the reasons for deviating from the policy and guidelines for poverty exemption;

BE IT FURTHER RESOLVED that to conform with the provisions of P.A. 390 of 1994, this resolution is hereby given immediate effect.

ATTACHMENT A

POVERTY LEVEL GUIDELINES FOR 2018 TAX YEAR

FAMILY UNIT	HOUSEHOLD INCOME
Family of 1:	\$12,060
Family of 2:	\$16,240
Family of 3:	\$20,420
Family of 4:	\$24,600
Family of 5:	\$28,780
Family of 6:	\$32,960
Family of 7:	\$37,140
Family of 8:	\$41,320
For each additional person add:	\$ 4,180



November 28, 2017

Mr. Michael Archinal, Manager
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: 2018 Sidewalk Installation
Design Phase Services Proposal**

Mr. Archinal:

Pursuant to our discussion we have prepared the following proposal for completing the design and bidding of approximately 3,100 feet of sidewalk from South Hughes Road to Kellogg Road. This portion of the sidewalk program will also include a 6-foot-wide boardwalk across a wetland pond located on the north side of Grand River Avenue just west of Kellogg Road. The concrete portions of the walk will be approximately 5 feet wide in this area. Many sections of walk are already in place as part of development along Grand River, however, there are significant gaps remaining that will be part of this project. Design phase services are included in the scope of work presented below.

The plans for the proposed sidewalk improvements along the north side of Grand River from Sunrise Park to Hacker Road were essentially completed as part of the Phase 2 design. The Township separated sections out of this package and constructed the easterly and westerly sections over the past several years. For this portion of the Phase 2 work the design is 90 % complete for the sidewalk section, but the boardwalk portion was only conceptually designed. The design will need to be completed and reviewed with the Township prior to bidding.

SCOPE OF SERVICES

Design Phase for Hughes to Kellogg

- Complete the existing in-progress design and prepare a design of the pathway extending from the currently proposed terminus at Hughes Road on the west side of the road, east to the west side of Euler Road on the north side of Grand River Avenue. Approximately 3,100 linear feet of new pathway will be included in the project.
- Subcontract for several soil borings along the proposed boardwalk to define soil conditions for support design.
- Prepare a design of the 6-foot-wide, elevated walkway/boardwalk just east of Bordine's Nursery.
- Submit the final plans to the LCRC for review and construction permit issuance.
- Identify requirements for permanent easements for the construction of the pathway. The front end easement language will be prepared by the Township. Title work will be provided by the Township for affected parcels.
- Assist the Township in obtaining construction quotations for the work.

Tetra Tech

401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

SCHEDULE

It is anticipated that the design will be completed by mid-February 2018 with bidding and construction following. Construction could be completed by November 2018.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates. We propose the following budgets for the project:

Design Phase	\$10,000
Geotechnical Report	\$ 2,500
Bidding Phase	<u>\$ 1,250</u>
Total	\$13,750

The design phase services do not include preparing easement legal descriptions. During the design easements will be identified and a separate amendment to this proposal prepared for this effort. We will also prepare a separate proposal for the construction phase once a contractor is selected and a definitive schedule known.

Please review this proposal and if it is acceptable, please sign in the space below and return one original copy of this proposal for our records. Our Standard Terms and Conditions are attached and considered part of this proposal.

We appreciate the opportunity to provide continuing professional services to Genoa Township.

Please call if you have any questions.

Sincerely,



Gary J. Markstrom, P.E.
Unit Vice President

Proposal Accepted By Genoa Township:

By: _____

Title: _____ Date: _____

Attachments: Tetra Tech Standard Terms and Conditions



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

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

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

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

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

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

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

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

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

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

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

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

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

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

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

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

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

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

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

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

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

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Board Correspondence



To Board ~~11/20/17~~
12/09/17

November 13, 2017

Ms. Polly Skolarus, Clerk
Township of Genoa
2911 Dorr Rd.
Brighton, MI 48116

RE: Important Information—Price Changes

Dear Ms. Skolarus:

We are committed to delivering the entertainment and services our customers in Genoa rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. Among our largest increasing costs are the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting January 1, 2018 prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Fee. Please see the enclosed Customer Notice for more information.

While some prices may have increased, we are always investing in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including the following.

- The most TV shows and movies available On Demand
- Innovative X1 Voice Remote that makes searching for shows and movies easier
- Self-service options to save our customers time and adapt to their schedule
- Access to Netflix and YouTube content on XFINITY X1
- America's best internet provider, according to Speedtest.net
- The fastest internet and the most WiFi coverage throughout customers' homes
- A new way to personalize and control home networks with Xfinity xFi.

As always, feel free to contact me directly at 734-254-1557 with any questions you may have.

Sincerely,

Kyle W. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

Enclosure

IMPORTANT INFORMATION REGARDING YOUR XFINITY SERVICES AND RATES

Effective January 1, 2018

QUAD PLAY PACKAGES	Current	New
X1 Starter Quad Play	\$189.95	\$194.95
X1 Preferred Quad Play	\$209.95	\$214.95
X1 Preferred Plus Quad Play	\$229.95	\$234.95
X1 Premier Quad Play	\$249.95	\$254.95

TRIPLE PLAY PACKAGES	Current	New
X1 Starter Triple Play	\$150.00	\$155.00
X1 Preferred Triple Play	\$170.00	\$175.00
X1 Preferred Plus Triple Play	\$190.00	\$195.00
X1 Premier Triple Play	\$210.00	\$215.00
X1 Starter Secure Triple Play	\$150.00	\$155.00
X1 Preferred Secure Triple Play	\$170.00	\$175.00
X1 Preferred Plus Secure Triple Play	\$190.00	\$195.00
X1 Premier Secure Triple Play	\$210.00	\$215.00

XFINITY LATINO TRIPLE PLAY PACKAGES	Current	New
X1 Economy Plus Latino Triple Play	\$135.00	\$140.00
X1 Starter Latino Triple Play	\$150.00	\$155.00
X1 Preferred Latino Triple Play	\$170.00	\$175.00
X1 Starter Secure Latino Triple Play	\$150.00	\$155.00
X1 Preferred Secure Latino Triple Play	\$170.00	\$175.00

DOUBLE PLAY PACKAGES	Current	New
Internet Plus	\$74.95	\$79.95
Internet Plus Stream	\$74.95	\$79.95
Blast Plus	\$94.95	\$99.95
X1 Starter Double Play	\$130.00	\$135.00
X1 Preferred Double Play	\$150.00	\$155.00
X1 Preferred Plus Double Play	\$170.00	\$175.00
X1 Premier Double Play	\$190.00	\$195.00

XFINITY LATINO DOUBLE PLAY PACKAGES	Current	New
Internet Plus Latino Double Play	\$74.95	\$79.95
X1 Economy Plus Latino Double Play	\$100.00	\$105.00
X1 Starter Latino Double Play	\$130.00	\$135.00
X1 Preferred Latino Double Play	\$150.00	\$155.00

SEASONAL CONVENIENCE PLAN	Current	New
XFINITY TV	\$7.00	\$8.00
XFINITY Internet	\$7.00	\$8.00
XFINITY Voice	\$7.00	\$8.00

BASIC SERVICES	Current	New
Broadcast TV Fee	\$5.00	\$5.75

DIGITAL SERVICES	Current	New
Digital Starter	\$68.95	\$69.95
Digital Preferred	\$86.90	\$87.90
Digital Preferred Plus	\$108.95	\$109.95
Digital Premier	\$128.95	\$129.95

MISCELLANEOUS	Current	New
Regional Sports Fee	\$5.00	\$6.75
Late Fee	\$9.50	\$10.00

OTHER CHARGES	Current	New
Internet/Voice Equipment Rental	\$10.00	\$11.00

XFINITY Internet	Current	New
Performance	\$64.95	\$69.95

**IMPORTANT INFORMATION
REGARDING YOUR COMCAST BUSINESS
SERVICES AND RATES**

To Board 12/04/17

**COMCAST
BUSINESS**

11/15/17

Account Number: 8529102290009645



207828 12 T601 *****Auto**5-Digit 48116
Genoa Twshp Genoa
2911 Dorr Rd
Brighton, MI 48116-9436

Effective January 1, 2018

**We hope your Comcast Business services
are working hard for your business.**

As a Comcast employee, I am proud of the improvements we continue to make to bring you the best in technology and communications. There are many options out there, and I appreciate you choosing us as your service provider.

As we continue to invest in our network, products, and services, the cost of doing business rises. You may also be aware that we pay increasing program fees to offer the best in entertainment, news and sports – and they are among our largest costs. As a result, certain services and fees will be changing starting January 1, 2018.

We are providing this information in advance so you can plan accordingly. Please see the next page to learn how these changes will affect your bill. If you would like to learn more about these changes, please visit business.comcast.com/pricechanges or call us at 800-391-3000.

You have my commitment that we will always work to bring you the best value for your services.

Thank you for being a Comcast Business customer.

Jeff Buzzelli
Senior Vice President, Comcast Business

We're working hard to bring you a great value every day, and exciting new developments in the future.

Reliably fast Internet on Comcast's Gig-speed network, so you have the speed you need to connect more devices

Access to millions of WiFi hotspots nationwide

All of our Business Internet plans come with unlimited bandwidth and no data caps

Self-service options with My Account: View Static IP settings, TV channel line-ups, personalize WiFi Hotspot and so much more

The Comcast Business App delivers the control you need to manage your account and use phone service from anywhere*

Customer support available 24/7 to help with all your service needs

Comcast Business Cloud Solutions™ give simple entry point to the cloud to manage subscriptions, try out new programs, and much more

*Excludes full feature lines. Restrictions apply. Gig speed may not be available in your area. Connection type, device capabilities and other factors affect speed. Actual speeds vary and are not guaranteed. Credit applies to accounts in good standing that maintain current level of service. Prices exclude applicable taxes and fees, including Broadcast TV Fee and Regional Sports Fee. Pricing subject to change. © 2017 Comcast. All rights reserved.

**IMPORTANT INFORMATION
REGARDING YOUR COMCAST BUSINESS
SERVICES AND RATES**

**COMCAST
BUSINESS**

Effective January 1, 2018

Service Charges	Current	New
Comcast Business TV Service	\$14.95	\$19.95
Primary Digital Box	\$0.00	\$2.70
Hd Additional Boxes (Rate Per Box)	\$5.00	\$0.00
Hd Tech Fee	\$0.00	\$9.95