

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting and Public Hearing**  
**August 20, 2018**  
**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: Aug. 6, 2018

**Approval of Regular Agenda:**

3. Request for approval of Resolution No. 5 (confirming the special assessment district roll) for Novel Estates Road Improvement Project.
  - A. Call to the Public.
  - B. Disposition of Resolution No. 5.
4. Request for approval of Resolution No. 5 (confirming the special assessment district roll) for Earl Lake Road Improvement Project.
  - A. Call to the Public.
  - B. Disposition of Resolution No. 5.
5. Request for approval of Resolution No. 5 (confirming the special assessment district roll) for Fendt Road Improvement Project.
  - A. Call to the Public.
  - B. Disposition of Resolution No. 5.
6. Project Report by Utility Director Greg Tatara on the Lake Edgewood Wastewater Treatment Plant Equalization upgrade.
7. Introduction of proposed Zoning Ordinance Text Amendment (ordinance Z-18-04) and to set the date for a second reading and consideration for adoption for Tuesday, September 4<sup>th</sup>, 2018. The proposed Zoning Text Amendment (Z-18-04) involves changes to the ordinance in regard to Article 10 entitled "Planned Unit Development Districts" and Article 25 entitled "Definitions" to add standards and definitions related to "Interchange Commercial PUD" and "Interchange Campus PUD".

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: August 20,2018

TOWNSHIP GENERAL EXPENSES: Thru August 20,2018	\$196,908.63
August 7, 2018 Special Election Pay	\$23,322.43
August 10, 2018 Bi Weekly Payroll	\$95,984.90
OPERATING EXPENSES: Thru August 20,2018	\$237,265.05
TOTAL:	<u>\$553,481.01</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
08/02/2018	34608	COOPER'S TURF MANAGEMENT LLC	1,275.00
08/02/2018	34609	DYKEMA GOSSETT, PLLC	1,440.00
08/02/2018	34610	JET'S PIZZA	500.00
08/02/2018	34611	NETWORK SERVICES GROUP, L.L.C.	749.00
08/02/2018	34612	PERFECT MAINTENANCE CLEANING	565.00
08/02/2018	34613	ANGELA WILLIAMS	88.21
08/06/2018	34614	242 COMMUNITY CHURCH	150.00
08/10/2018	34615	AMERICAN AQUA	146.86
08/10/2018	34616	BUSINESS IMAGING GROUP	53.55
08/10/2018	34617	COMCAST	964.26
08/10/2018	34618	CONSUMERS ENERGY	59.12
08/10/2018	34619	CONTINENTAL LINEN SERVICE	120.87
08/10/2018	34620	DTE ENERGY	148.73
08/10/2018	34621	DTE ENERGY	54.51
08/10/2018	34622	ETNA SUPPLY COMPANY	56,275.00
08/10/2018	34623	GENOA TOWNSHIP D.P.W. FUND	128.87
08/10/2018	34624	GFL ENVIRONMENTAL USA INC.	44,949.42
08/10/2018	34625	GFL ENVIRONMENTAL USA INC.	85,952.40
08/10/2018	34626	GORDON FOOD SERVICE	155.29
08/10/2018	34627	MARY KRENCICKI	15.63
08/10/2018	34628	LCAA	15.00
08/10/2018	34629	MASTER MEDIA SUPPLY	332.38
08/10/2018	34630	MICHIGAN OFFICE SOLUTIONS	462.61
08/10/2018	34631	NETWORK SERVICES GROUP, L.L.C.	400.00
08/10/2018	34632	ROCKET ENTERPRISE INC	1,655.00
08/10/2018	34633	STATE OF MICHIGAN	10.00
08/10/2018	34634	TERRY CROFT	47.96
08/10/2018	34635	UNITED STATES TREASURY	148.18
08/10/2018	34636	ANGELA WILLIAMS	45.78

FNBCK TOTALS:

Total of 29 Checks:	196,908.63
Less 0 Void Checks:	0.00
Total of 29 Disbursements:	196,908.63



Check Register Report For Genoa Charter Township  
For Check Dates 08/07/2018 to 08/07/2018

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/07/2018	FNBCK	12659	ASSENMACHER, DIANE G	340.00	340.00	0.00	Cleared
08/07/2018	FNBCK	12660	ASSENMACHER, ROBERT H	340.00	340.00	0.00	Cleared
08/07/2018	FNBCK	12661	BAYLEY, REBECCA N	310.00	310.00	0.00	Cleared
08/07/2018	FNBCK	12662	BELANGER, VONDA L	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12663	BHAVSAR, JANICE M	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12664	BILLEL, CLEMENTINE M	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12665	BOROWIEC, RICHARD B	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12666	BRENDER, KAREN M	260.00	228.95	0.00	Cleared
08/07/2018	FNBCK	12667	BRENNAN, ANN M	340.00	325.55	0.00	Open
08/07/2018	FNBCK	12668	BRENNAN, DEBORAH A	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12669	BURGNER, MARY L	310.00	310.00	0.00	Cleared
08/07/2018	FNBCK	12670	DESPOT, WILLIAM L	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	12671	DONATTI, JOSEPH T	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12672	DOUCETTE, LOUIS R	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12673	DUBAY, MARY ELLEN	260.00	229.95	0.00	Cleared
08/07/2018	FNBCK	12674	DUNASKI, JACLYN M	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12675	DUNASKI, TAMMY M	310.00	310.00	0.00	Open
08/07/2018	FNBCK	12676	EPP, SUSAN B	310.00	288.03	0.00	Open
08/07/2018	FNBCK	12677	FOGLE, LEE	260.00	245.16	0.00	Open
08/07/2018	FNBCK	12678	FRASHESKI, CHERYLE R	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	12679	FRASHESKI, KENNETH P	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12680	GODWIN, CAROL C	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12681	GOODALL, DIANE K	340.00	340.00	0.00	Cleared
08/07/2018	FNBCK	12682	GRAJEK, CHRISTINE V	340.00	301.19	0.00	Cleared
08/07/2018	FNBCK	12683	GROCHOWSKI, CYNTHIA	310.00	310.00	0.00	Open
08/07/2018	FNBCK	12684	GUERRIERO, MARIE L	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12685	HOOVER, ELIZABETH E	260.00	229.95	0.00	Open
08/07/2018	FNBCK	12686	HOSMER, MARY S	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12687	JAMES, MARGERY A	260.00	229.95	0.00	Cleared
08/07/2018	FNBCK	12688	JANARELI, GARY F	260.00	260.00	0.00	Cleared

Check Register Report for Genoa Charter Township  
 For Check Dates 08/07/2018 to 08/07/2018

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/07/2018	FNBCK	12689	JANEGO, THOMAS A	310.00	310.00	0.00	Open
08/07/2018	FNBCK	12690	JONES, CONSTANCE A	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12691	KENT, DAVID L	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12692	KIRSCH, HILDA	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12693	KIRSCH, JOHN B	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	12694	KULKA, FREDERICK C	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12695	LARSON, RICHARD T	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12696	LARSON, SALLY E	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12697	LAWRENCE, LYNDA M	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12698	LERNER, MARTIN J	260.00	255.49	0.00	Cleared
08/07/2018	FNBCK	12699	LERNER, SUSAN A	260.00	255.49	0.00	Cleared
08/07/2018	FNBCK	12700	LEWIS, BARBARA C	340.00	325.55	0.00	Cleared
08/07/2018	FNBCK	12701	LINDBERG, BRADFORD P	310.00	296.82	0.00	Cleared
08/07/2018	FNBCK	12702	LINDBERG, TAMMY J	280.00	253.22	0.00	Open
08/07/2018	FNBCK	12703	LIZAK, JEAN M	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	12704	LIZAK, STEVE	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	12705	LORR, MARY JO	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12706	MATEVIA, GERALD A	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12707	MATEVIA, JOYCE	340.00	340.00	0.00	Cleared
08/07/2018	FNBCK	12708	MCCAULEY, JENNIFER L	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12709	MCCLURE, CECELIA A	310.00	310.00	0.00	Cleared
08/07/2018	FNBCK	12710	MONGE, MARY ELAINE	260.00	241.32	0.00	Open
08/07/2018	FNBCK	12711	MORRISON, CAROLYN	310.00	296.82	0.00	Open
08/07/2018	FNBCK	12712	MURPHY, NICHOLAS J	260.00	238.05	0.00	Cleared
08/07/2018	FNBCK	12713	NAGY, JOSEPH F	310.00	310.00	0.00	Open
08/07/2018	FNBCK	12714	O'BRIEN, THOMAS R	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	12715	ORCZYK, JOSEPH S	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12716	OVERBY, CYNTHIA R	260.00	215.11	0.00	Open
08/07/2018	FNBCK	12717	PUPILIS, ELAINE M	260.00	245.16	0.00	Cleared
08/07/2018	FNBCK	12718	RAMILLER, SANDRA A	260.00	248.95	0.00	Open

Check Register Report For Genoa Charter Township  
For Check Dates 08/07/2018 to 08/07/2018

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/07/2018	FNBCK	12719	ROCKWELL, WILLIAM E	310.00	307.71	0.00	Cleared
08/07/2018	FNBCK	12720	RYNICKE, ANTOINETTE	30.00	30.00	0.00	Open
08/07/2018	FNBCK	12721	SAPIENZA, KRISTEN R	310.00	273.11	0.00	Open
08/07/2018	FNBCK	12722	SAPIENZA, PAUL A	310.00	296.82	0.00	Open
08/07/2018	FNBCK	12723	SCHELOSKE, MARY K	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12724	SCHELOSKE, ROBERT F	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12725	SEBASTIAN, PAUL J	340.00	325.55	0.00	Cleared
08/07/2018	FNBCK	12726	SLICKER, VICTORIA A	310.00	310.00	0.00	Cleared
08/07/2018	FNBCK	12727	SMYTH, MARILYNN M	340.00	340.00	0.00	Cleared
08/07/2018	FNBCK	12728	STERZINGER, DARREL R	340.00	313.76	0.00	Cleared
08/07/2018	FNBCK	12729	STRZAKOWSKI, VICTORIA R	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12730	SWIHART, EVA C	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12731	SWIHART JR., WILLIAMS D	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12732	TERRY, BARBARA G	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12733	TYLER, CAROLINE L	260.00	252.22	0.00	Cleared
08/07/2018	FNBCK	12734	VETTRAINO, JOHN T	340.00	340.00	0.00	Open
08/07/2018	FNBCK	12735	WALLBANK, JOHN W	340.00	309.80	0.00	Cleared
08/07/2018	FNBCK	12736	WATSON, VICTOR L	260.00	260.00	0.00	Open
08/07/2018	FNBCK	12737	WENNERBERG, VIRGINIA M	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12738	WISSER, KATHLEEN C	340.00	340.00	0.00	Open
08/07/2018	FNBCK	12739	WITHORN, MARGARET M	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12740	WOODS, RITA M	260.00	248.95	0.00	Open
08/07/2018	FNBCK	12741	WOODY, FRANK R	340.00	340.00	0.00	Cleared
08/07/2018	FNBCK	12742	WOODY, PRUDENCE M	260.00	260.00	0.00	Cleared
08/07/2018	FNBCK	12743	WRIGHT, KAREN K	260.00	248.95	0.00	Cleared
08/07/2018	FNBCK	EFT254	INTERNAL REVENUE SERVICE	319.55	319.55	0.00	Cleared
<b>Totals:</b>				<b>Number of Checks: 086</b>	<b>24,029.55</b>	<b>23,322.43</b>	<b>0.00</b>

Total Physical Checks: 85  
Total Check Stubs: 1

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
08/09/2018	4382	ADVANCE AUTO PARTS	19.98
08/09/2018	4383	ADVANTAGE MARKETING	185.81
08/09/2018	4384	AUTO ZONE	41.98
08/09/2018	4385	AUTO-LAB OF LIVINGSTON	1,624.22
08/09/2018	4386	BELLE TIRE	101.99
08/09/2018	4387	BLACKBURN MFG. CO.	190.27
08/09/2018	4388	JACK DOHENY COMPANIES, INC	200.00
08/09/2018	4389	OHM ENGINEERING ADVISORS	3,835.00
08/09/2018	4390	POSTMASTER	225.00
08/09/2018	4391	TRUE VALUE HARDWARE	28.77
08/09/2018	4392	WINDSTREAM	43.09

503FN TOTALS:

Total of 11 Checks:	6,496.11
Less 0 Void Checks:	0.00
Total of 11 Disbursements:	6,496.11

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
8/09/2018	3432	BRIGHTON ANALYTICAL , L.L.C.	134.00
8/09/2018	3433	COOPER'S TURF MANAGEMENT LLC	517.00
8/09/2018	3434	DTE ENERGY	176.28
8/09/2018	3435	DTE ENERGY	4,420.40
9/09/2018	3436	GENOA OCEOLA SEWER	69.32
9/09/2018	3437	GENOA TOWNSHIP D.P.W. FUND	5,806.00
9/09/2018	3438	GENOA OCEOLA SEWER AUTHORITY	2,499.07
9/09/2018	3439	GENOA TOWNSHIP DPW FUND	11,033.32
9/09/2018	3440	HARTLAND SEPTIC SERVICE, INC.	7,800.00
9/09/2018	3441	HUBBELL, ROTH & CLARK, INC	10,346.30
9/09/2018	3442	MICHIGAN CAT	1,785.00

593FN TOTALS:

Total of 11 Checks:	44,586.69
Less 0 Void Checks:	0.00
Total of 11 Disbursements:	44,586.69



Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
07/16/2018	4314	AT&T	71.70
07/16/2018	4315	COOPER'S TURF MANAGEMENT LLC	795.00
07/16/2018	4316	DTE ENERGY	290.92
07/16/2018	4317	DUBOIS-COOPER	60.00
07/16/2018	4318	GENOA OCEOLA SEWER	150.73
07/16/2018	4319	GENOA TOWNSHIP D.P.W. FUND	38,878.16
07/16/2018	4320	K & J ELECTRIC, INC.	198.00
07/16/2018	4321	MICHIGAN CAT	5,752.17
07/16/2018	4322	NORTHWEST PIPE & SUPPLY	56.35
07/16/2018	4323	PFEFFER, HANNIFORD, PALKA	1,925.00
07/16/2018	4324	PFEFFER-HANNIFORD-PALKA	1,925.00
07/16/2018	4325	PRECISON CLIMATE SERVICES INC.	466.00
07/16/2018	4326	TETRA TECH INC	8,090.33
07/16/2018	4327	TLS CONSTRUCTION	1,288.00
07/16/2018	4328	UTILITIES INSTRUMENTATION SERVICE	819.00
07/25/2018	4329	AT&T LONG DISTANCE	40.46
07/25/2018	4330	AT&T	383.07
07/25/2018	4331	MHOG UTILITIES	39,799.10
08/02/2018	4332	DTE ENERGY	4,670.66
08/10/2018	4333	AT&T LONG DISTANCE	55.63
08/10/2018	4334	BRIGHTON ANALYTICAL , L.L.C.	390.00
08/10/2018	4335	CONSUMERS ENERGY	125.79
08/10/2018	4336	COOPER'S TURF MANAGEMENT LLC	862.00
08/10/2018	4337	DTE ENERGY	2,126.72
08/10/2018	4338	DTE ENERGY	328.16
08/10/2018	4339	DUBOIS-COOPER	5,087.70
08/10/2018	4340	GENOA TOWNSHIP D.P.W. FUND	58,112.29
08/10/2018	4341	GENOA OCEOLA SEWER AUTHORITY	69.32
08/10/2018	4342	HAVILAND PRODUCTS COMPANY	5,429.17
08/10/2018	4343	KENNEDY INDUSTRIES	275.00
08/10/2018	4344	MICHIGAN CAT	1,860.00
08/10/2018	4345	NCL OF WISCONSIN	152.82
08/10/2018	4346	TETRA TECH INC	1,280.00
08/10/2018	4347	TLS CONSTRUCTION	1,016.00
08/10/2018	4348	UTILITIES INSTRUMENTATION SERVICE	1,367.00
08/10/2018	4349	WATER SOLUTIONS UNLIMITED, INC	1,985.00

592FN TOTALS:

Total of 36 Checks:	186,182.25
Less 0 Void Checks:	0.00
Total of 36 Disbursements:	186,182.25

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting and Public Hearing**  
**August 6, 2018**

**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 twelve persons in the audience.

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Lowe and supported by Mortensen to approve all items under the Consent Agenda with the exception of the Minutes from July 16, 2018, moving that request to the Regular Agenda for review. The motion carried unanimously.

**1. Payment of Bills.**

**2. Request to Approve Minutes: July 16, 2018**

**3. Request to amend the 2018 Grand River Sidewalk Project by \$8,000 to include a pedestrian signal at Hughes Road.**

**4. Request for approval of the purchase of aluminum boardwalk material from CMI Inc. in the amount of \$147,860 for the 2018 Grand River Sidewalk Project.**

**5. Request approval for the following sewer and rate adjustments to become effective September 1, 2018 at the request of Utility Director Greg Tatara:**

- **Increase the Lake Edgewood Conference Center Quarterly Water fee from \$4.14 per 1,000 gallons to \$4.28 per 1,000 gallons**
- **Increase the Lake Edgewood Other Quarterly Water fee from \$3.97 per 1,000 gallons to \$4.10 per 1,000 gallons**
- **Increase the Pine Creek quarterly water fee from \$3.62 per 1,000 gallons to \$3.74 per 1,000 gallons and increase the Quarterly Sewer Fee from \$4.24 per 1,000 gallons to \$4.50 per 1,000 gallons**
- **Hold the applicable Brighton City Water Connection Fee at \$2,852 per REU and the sewer connection fee at \$7, 248 per REU**

**Approval of Regular Agenda:**

Moved by Ledford and supported by Croft to approve for action all items listed under the Regular Agenda with the addition of the Minutes of July 16, 2018. The motion carried unanimously.

**2. Request to Approve Minutes: July 16, 2018**

Moved by Lowe and supported by Mortensen to approve the Minutes correcting the numbering sequence of the action and removing repetitive words “moved by” and “due to”. The motion carried unanimously.

**6. Request for approval of Resolution No. 3, approving the project, cost estimates, special assessment district, and causing the special assessment roll to be prepared for Novel Estates Road Improvement Project.**

A Call to the Public was made with no response.

**B. Disposition of Resolution No. 3**

Moved by Mortensen and supported by Hunt to approve Resolution No. 3, correcting the 4<sup>th</sup> whereas to read “Novel” instead of “Timberview” for the Novel Estates Road Improvement Project. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

**7. Request for approval of Resolution No. 4, acknowledging the filing of the special assessment roll, scheduling the second hearing, and directing the issuance of statutory notices for Novel Estates Road Improvement Project.**

Moved by Ledford and supported by Skolarus to approve Resolution No. 4 for the Novel Estates Road Improvement Project. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

**8. Request for approval of Resolution No. 3, approving the project, cost estimates, special assessment district, and causing the special assessment roll to be prepared for Earl Lake Road Improvement Project.**

A Call to the Public was made with the following response: Jennifer Moore - There are six lots within the subdivision that are not included. Archinal – Every property shown on the map is included. If individual lots are not included they have probably been combined with another parcel. Properties in this district must access the road being improved. Under Act 188 all parcels are assessed under a benefit provision. Archinal provided maps of the district. Lori Hieber – Will our streets be plowed by the county once this road is improved? We have gravel driveways and how far back will our driveway be black-topped? Archinal – I will check with the Livingston county Road Commission regarding snow plowing. Driveway aprons are usually carried 10’ from the road edge.

**B. Disposition of Resolution No. 3**

Moved by Hunt and supported by Mortensen to approve Resolution No. 3 for the Earl Lake Road Improvement Project. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

**9. Request for approval of Resolution No. 4, acknowledging the filing of the special assessment roll, scheduling the second hearing, and directing the issuance of statutory notices for Earl Lake Road Improvement Project.**

Moved by Lowe and supported by Croft to approve Resolution No. 4 for the Earl Lake Road Improvement Project. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

**10. Request for approval of Resolution No. 3, approving the project, cost estimates, special assessment district, and causing the special assessment roll to be prepared for Fendt Drive Road Improvement Project.**

A Call to the Public was made with no response.

**B. Disposition of Resolution No. 3**

Skolarus advised the board that the mailing to ITC was returned as undeliverable. Contact was made with Gary Kirsch of ITC Holdings and he voiced no objection to the project. Moved by Ledford and supported by Croft to approve Resolution No. 3 for the Fendt Drive Road Improvement Project. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

**11. Request for approval of Resolution No. 4, acknowledging the filing of the special assessment roll, scheduling the second hearing, and directing the issuance of statutory notices for Fendt Drive Road Improvement Project.**

Moved by Ledford and supported by Mortensen to approve Resolution No. 4 for the Fendt Drive Road Improvement Project. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

**12. Request for approval of an amendment to Fund 261 (Future Roads) as submitted by Skolarus.**

Moved by Lowe and supported by Mortensen to approve the amendment to Fund 261 as requested. The motion carried unanimously.

**13. Request for approval of an amendment to Fund 264 (Roads and Lakes Special Assessment Districts and Projects) as submitted by Skolarus.**

Moved by Ledford and supported by Hunt to approve the Amendment to Fund 264 as requested. The motion carried unanimously.

**14. Request to enter into a closed session to consider material exempt from discussion or disclosure by state or federal statute, M.C.L. 15.268(h), Township attorney's letter dated July 19, 2018 as well as to consult with the Township attorney regarding settlement strategy in pending litigation, Livingston County Circuit Court Action No. 12-027123-CZ, M.C.L. 15.268(e).**

Moved by Ledford and supported by Lowe to enter into closed session at 6:55 p.m. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

Moved by Lowe and supported by Hunt to return to Open Session at 7:37 p.m.

**15. Request for approval of a proposal from Tetra Tech for \$86,545.00 for the installation of three monitoring wells in Section 32 related to Oak Pointe Sewer.**

Moved by Hunt and supported by Ledford to approve the proposal for up to \$86,545.00 to analyze and define the geologic strata that may further the area of concern with regard to the chloride/salt plume that may impact residential wells in the future. The motion carried unanimously.

**16. Consideration of a request for approval of a rezoning (Ordinance Z-18-03) involving 74.8 acres of land located on the east side of Chilson Road, south of Brighton Road along the Township boundary with Hamburg Township on parcels 11-33-400-003 and 11-34-300-005. The application is petitioned by Chestnut Development LLC. and the requested rezoning is from Agricultural (AG) to Low Density Residential (LDR).**

Moved by Hunt and supported by Skolarus to approve and adopt the Ordinance No. Z-18-03. The proposed amendment to the Zoning Map is consistent with Section 22.04 of the Township Zoning Ordinance. The motion carried unanimously.

**17. Consideration of a request for approval of a site plan and impact assessment requesting preliminary site condominium approval for a proposed 25 unit site condominium. The property in question is located on approximately 74.8 acres involving parcels 11-33-400-003 and 11-34-300-005 on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township. The request is petitioned by Chestnut Development LLC.**

**A. Disposition of Environmental Impact Assessment (6/19/18)**

Moved by Lowe and supported by Hunt to approve the impact assessment dated June 19, 2018, subject to the following: Reference to the sodium chloride groundwater concern as well as description of the planned mitigation measures shall be added to the impact assessment for the final condominium site plan review process. The motion carried unanimously.

**B. Disposition of Preliminary Site Plan (7/27/18)**

Moved by Skolarus and supported by Lowe to approve the preliminary site plan dated June 27, 2018 with the following conditions:

- 1.) The line indicating the edge of the regulated wetland surrounding the pond on lot 25 will be added back to the plan.
- 2.) The applicant shall describe why the access road around the north side of the pond was removed from the plans upon submittal for final site condominium approval.
- 3.) In regard to the wetlands on site, the applicant shall comply with all requirements and procedures of Article 13 which shall include but is not limited to the following:
  - a. Variances or special use permits for impacts on the natural features setback as applicable.
  - b. Judicious effort shall be made through final site condo design to preserve the non-MDEQ regulated wetland. Use of non-MDEQ regulated wetlands as detention or retention ponds may be allowed, following review of such plans by the Township Engineer.
  - c. The applicant shall ensure that homes and appurtenances adjacent to the natural features setback can be constructed without impact to the setback.
- 4.) The applicant shall obtain all other governmental regulatory approvals, including water quality from the Livingston County Health Department and wetland permits from the Department of Environmental Quality.
- 5.) In regard to the groundwater concerns the applicant shall provide access easements for well installation, water testing and sampling by the Township.
- 6.) The Township Attorney shall approve the Master Deed, Bylaws, and covenants covering maintenance including, but not limited to:

- a. Rights for Township inspection of wells;
  - b. Maintenance agreements of common areas;
  - c. Protection of the required natural features setback areas as well as wetland protection measures for both the regulated and non-regulated wetlands;
  - d. Private Road Maintenance Agreement, which includes the financial and maintenance assurances;
  - e. Education of the property owners on the potential harm of using salt on paved areas.
- 7.) All requirements of Tetra Tech’s letter dated June 26, 2018 shall be met.
- 8.) All requirements of the Brighton Area Fire Authority’s letter dated June 22, 2018 shall be met.

9.) The applicant will work with the Township Attorney and Township Manager to resolve outstanding court order issues prior to final site plan approval. The motion carried unanimously.

**18. Request to authorize the Township Attorney to proceed with litigation against Healy Homes related to required improvements at the intersection of Lawson Drive and Grand River Avenue.**

Moved by Mortensen and supported by Croft to direct the Township Attorney to pursue legal action against Jack Healy, Western Surety and Healy Homes. The motion carried unanimously.

**Member Discussion**

Rogers – GFL will continue to provide service to the Township @ \$12.30 per residential parcel. New carts will be delivered Oct. 22<sup>nd</sup>. Old carts will be collected Oct. 28<sup>th</sup>.

Croft provided a copy of the SEMCOG new bulletin.

The regular meeting and public hearing of the board was adjourned at 8:15 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township Board

Resolution No. 5 – Novel Estates Road Improvement Project  
Reimbursement Special Assessment Project (Winter 2018)

**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 August 20, 2018, at 6:30 p.m., there were

PRESENT: \_\_\_\_\_

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 Novel Estates Road Improvement Project within the Township as described in Exhibit A (the “Project”);

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project 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 Novel Estates Road Improvement Special Assessment Project (Winter 2018) (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 August 20, 2018.

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 Genoa Township Novel Estates Road Improvement Project Reimbursement Special Assessment Project (Winter 2018) (the “Roll”).

2. Future Installments - Principal. The Township Board determines that each special assessment may be paid in eight installments. The first installment shall be due December 1, 2018.

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:

NO:

ABSENT:

#### 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.

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Paulette A. Skolarus  
Genoa Charter Township Clerk  
August 20, 2018



## EXHIBIT A

### Novel Estates Road Improvement Project

#### DESCRIPTION OF PROJECT AN EIGHT-YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

- Total cost of the project - \$137,000.00
- Township Contribution of \$34,250.00
- Total amount per parcel - \$2,506.10
- Amount per year for eight years @ 0% Interest - \$313.27
- 71% of homeowners signing the petition

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

- Removing the existing asphalt
- Undercutting the existing base approximately 12 inches
- Installing subgrade underdrains, Geotextile stabilization
- Adding new 21AA limestone aggregate base to stabilize the roadway
- Placing 4.0 inches of new hot mix asphalt pavement.

***Note: This project will include a Township General Fund contribution of \$34,250.00. Should Novel Estates return to the township with a second petition for the additional roadwork before 15 years has elapsed, the maximum Township contribution will be \$6,750.00 for the second project. This action is based upon a maximum contribution of \$1,000.00 per parcel or 25% of the project contributed with reference to the Township policy related to special assessment districts.***

Population: Special Assessment District (071618a)

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-19-300-013	071618a, Novel Estate	2,506.09	ROHN RICHARD & TABITHA 3838 KIPLING CIRCLE
4711-19-302-002	071618a, Novel Estate	2,506.09	PORTO, DENNIS & THERESA 3523 KIPLING CIRCLE
4711-19-302-005	071618a, Novel Estate	2,506.09	DOEY DAINEL H & NANCY M 3559 KIPLING CIRCLE
4711-19-302-008	071618a, Novel Estate	2,506.09	HUFFMAN, DENNIS & MARISA E 3595 KIPLING CIRCLE
4711-19-302-011	071618a, Novel Estate	2,506.09	WALL, MICHAEL & ELAINE 3631 KIPLING CIRCLE
4711-19-302-014	071618a, Novel Estate	2,506.09	SZKUTNICKI KATHLEEN 3669 KIPLING CIRCLE
4711-19-302-017	071618a, Novel Estate	2,506.09	MARSON BEATRICE TRUST 3705 KIPLING CIRCLE
4711-19-302-020	071618a, Novel Estate	2,506.09	GRAHAM, WALTER & JUDITH LTS 9.3 3753 KIPLING CIRCLE
4711-19-302-023	071618a, Novel Estate	2,506.09	BEHRINGER, DALE R. & JEANNETTE PO BOX 2212
4711-19-302-026	071618a, Novel Estate	2,506.09	MOORE, GREGORY & RENEE 3518 KIPLING CIRCLE
4711-19-302-029	071618a, Novel Estate	2,506.10	PRUDHOMME JILL & MICHAEL T 3592 KIPLING CIRCLE
4711-19-302-032	071618a, Novel Estate	2,506.10	MCGRATH STACY & ANDREW 3634 KIPLING CIRCLE
4711-19-302-035	071618a, Novel Estate	2,506.10	PURCHASE DAVID & LINDA LIFE EST. 3738 KIPLING CIRCLE
4711-19-302-038	071618a, Novel Estate	2,506.10	HAMMACK JUSTIN 3782 KIPLING CIRCLE
4711-19-300-016	071618a, Novel Estate	2,506.10	METRO JOHN & SHARON 3819 KIPLING CIRCLE
4711-19-302-003	071618a, Novel Estate	2,506.10	LOVELL, JEFFREY L. & MELISSA D. 3535 KIPLING CIRCLE
4711-19-302-006	071618a, Novel Estate	2,506.10	LAMARAND DANIEL & DENISE 3571 KIPLING CIRCLE
4711-19-302-009	071618a, Novel Estate	2,506.10	HAAR ELIZABETH & ROBERT 3607 KIPLING CIRCLE
4711-19-302-012	071618a, Novel Estate	2,506.10	SYPUŁA, DANIEL & CAROLINE 3645 KIPLING CIRCLE
4711-19-302-015	071618a, Novel Estate	2,506.10	HARTFORD, DEAN & JAN 3681 KIPLING CIRCLE
4711-19-302-018	071618a, Novel Estate	2,506.10	BALL JUDITH REVOCABLE TRUST 3717 KIPLING CIRCLE
4711-19-302-021	071618a, Novel Estate	2,506.10	STRAIGHT DAWN 3765 KIPLING CIRCLE
4711-19-302-024	071618a, Novel Estate	2,506.10	ROSENTHAL, ROBERT & LYNN 3801 KIPLING CIRCLE
4711-19-302-027	071618a, Novel Estate	2,506.10	EVANGELISTA, DOUGLAS & VICKI 3530 KIPLING CIRCLE
4711-19-302-030	071618a, Novel Estate	2,506.10	FOGUTH MICHAEL & BROOKE LIFE EST. 3604 KIPLING CIRCLE
4711-19-302-033	071618a, Novel Estate	2,506.10	STREIGHT, ROBERT R. 3658 KIPLING CIRCLE
4711-19-302-036	071618a, Novel Estate	2,506.10	HOYES DARCY 3750 KIPLING CIRCLE

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-19-302-039	071618a, Novel Estate	2,506.10	KULA, PETE & RENEE 3796 KIPLING CIRCLE
4711-19-302-001	071618a, Novel Estate	2,506.10	MACHLAB HASSAN 26609 WILSON DR
4711-19-302-004	071618a, Novel Estate	2,506.10	COLON, JOSEPH & LISA 3547 KIPLING CIRCLE
4711-19-302-007	071618a, Novel Estate	2,506.10	GABRIELE, JOSEPH & JENNIFER 3583 KIPLING CIRCLE
4711-19-302-010	071618a, Novel Estate	2,506.10	BREKAS, RICHARD E. & DEBRA M. 3619 KIPLING CIRCLE
4711-19-302-013	071618a, Novel Estate	2,506.10	HALL MICHAEL A & WHITE CHERYL L 3657 KIPLING CIRCLE
4711-19-302-016	071618a, Novel Estate	2,506.10	GRANT JORDAN 3693 KIPLING CIRCLE
4711-19-302-019	071618a, Novel Estate	2,506.10	THAYER SCOTT & TINA 3729 KIPLING CIRCLE
4711-19-302-022	071618a, Novel Estate	2,506.10	KLEIN FRANK & HAYDEN JILL TRUST 3777 KIPLING CIRCLE
4711-19-302-025	071618a, Novel Estate	2,506.10	BLAIR BOBBY & JANET LIFE ESTATE 3810 KIPLING CIRCLE
4711-19-302-028	071618a, Novel Estate	2,506.10	AKER CHRISTOPHER & CHRISTINE 2383 ITSELL RD.
4711-19-302-031	071618a, Novel Estate	2,506.10	BRIGHAM, JEFFREY & SHELLEY 3616 KIPLING CIRCLE
4711-19-302-034	071618a, Novel Estate	2,506.10	MOORE SCOTT E & MICHELLE Y 3700 KIPLING CIRCLE
4711-19-302-037	071618a, Novel Estate	2,506.10	PATERSON REV. LIVING TRUST 3770 KIPLING CIRCLE
# OF PARCELS: 41	TOTALS:	102,750.00	



N



# Novel Estates Proposed Special Assessment District

Parcel lines are approximate. Not intended for survey purposes.

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**Exhibit B**

**Warrant**

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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 Novel Estates Road Improvement Project Special Assessment District (Winter 2018) confirmed by the Township Board on August 20, 2018 (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,  
Genoa Charter Township Clerk  
August 20, 2018

Resolution No. 5 – Earl Lake Road Improvement Project  
Reimbursement Special Assessment Project (Winter 2018)

**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 August 20, 2018, at 6:30 p.m., there were

PRESENT: \_\_\_\_\_

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 Earl Lake Road Improvement Project within the Township as described in Exhibit A (the “Project”);

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project 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 the Earl Lake Road Improvement Special Assessment Project (Winter 2018) (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 August 20, 2018.

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 Genoa Township Earl Lake Road Improvement Project Reimbursement Special Assessment Project (Winter 2018) (the “Roll”).

2. Future Installments - Principal. The Township Board determines that each special assessment may be paid in eight installments. The first installment shall be due Dec. 1, 2018.

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:

NO:

ABSENT:

#### 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  
August 20, 2018

## EXHIBIT A

### EARL LAKE ROAD IMPROVEMENT PROJECT

#### DESCRIPTION OF PROJECT An EIGHT-YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

#### WITH PROJECTED COSTS AS FOLLOWS:

- Total Cost of the project - \$242,000.00
- Township contribution - \$58,000.00
- Total amount per parcel \$3,172.41
- Amount per year for 8 years @ 0% interest is 396.55
- 67.24% of homeowners signing the petition

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

- Project will include paving to the unpaved portion of Eastdale
- Crushing the existing asphalt
- Reshaping and compacting the pulverized material
- Placing 3.5" of new hot mix asphalt in two lifts
- Install 2.0' aggregate shoulders along the edge of the new pavement
- Turf restoration where necessary to blend into lawns
- Remove a portion of existing driveways where necessary
- Repave to match the new elevation of the roadway.
- Publications and notices required by law

**Total project cost - \$242,000.00**

Total project cost - \$242,000.00 with a township contribution of \$58,000.00 with the balance of \$184,000.00 equally distributed between 58 parcels over 8 years (\$396.55 annually).



PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-06-201-001	071618b, Earl Lake Rd	3,172.42	TANGEMAN DAVID & KRISTIN 180 MEADOWVIEW
4711-06-201-002	071618b, Earl Lake Rd	3,172.42	NOTHHELPER JOSEPH F 170 WESTDALE
4711-06-201-003	071618b, Earl Lake Rd	3,172.42	GIESE, HELEN F. 160 WESTDALE
4711-06-201-004	071618b, Earl Lake Rd	3,172.42	MOORE JENNIFER L 150 WESTDALE
4711-06-201-005	071618b, Earl Lake Rd	3,172.42	FRENCH STEVEN W & KYLE A 140 WESTDALE
4711-06-201-006	071618b, Earl Lake Rd	3,172.42	KING, SUE E. 130 WESTDALE
4711-06-201-007	071618b, Earl Lake Rd	3,172.42	STEVENS KRYSTA & KEVIN 120 WESTDALE
4711-06-201-008	071618b, Earl Lake Rd	3,172.42	O'CONNOR DENNIS 110 WESTDALE
4711-06-201-009	071618b, Earl Lake Rd	3,172.42	CERESA JO ANN 100 WESTDALE
4711-06-201-010	071618b, Earl Lake Rd	3,172.42	TASSIE, KENNETH R. & WENDY L 92 WESTDALE
4711-06-201-011	071618b, Earl Lake Rd	3,172.42	LOVELY ROBERT A 84 WESTDALE
4711-06-201-012	071618b, Earl Lake Rd	3,172.42	GUARD, DEAN R. & CHERYL M. P.O. BOX 1554
4711-06-201-013	071618b, Earl Lake Rd	3,172.42	MITCHELL, MARK C. 91 WESTDALE
4711-06-201-014	071618b, Earl Lake Rd	3,172.42	KERN, LESLIE & ELAINE 101 WESTDALE
4711-06-201-015	071618b, Earl Lake Rd	3,172.42	PORTER JULIANNA 111 WESTDALE
4711-06-201-016	071618b, Earl Lake Rd	3,172.42	FIELDER ANN MARIE LIFE EST. 121 WESTDALE
4711-06-201-017	071618b, Earl Lake Rd	3,172.42	ZOHR ZACHARY & JANICE 145 WESTDALE
4711-06-201-018	071618b, Earl Lake Rd	3,172.42	MOORE STEVEN N. 165 WESTDALE
4711-06-201-019	071618b, Earl Lake Rd	3,172.42	REAMER KENNETH, DEBORAH & CATHLEEN 144 MEADOWVIEW
4711-06-201-020	071618b, Earl Lake Rd	3,172.42	HALL THOMAS & GAIL LTS 9.3 132 MEADOWVIEW
4711-06-201-021	071618b, Earl Lake Rd	3,172.42	ROCKEY, DENNIS & MARY 120 MEADOWVIEW
4711-06-201-022	071618b, Earl Lake Rd	3,172.42	CALLAGHAN, DONALD & JOLENE 108 MEADOWVIEW
4711-06-201-023	071618b, Earl Lake Rd	3,172.41	CACH BRITTANY & KEILMAN TRENTON 96 MEADOWVIEW
4711-06-201-024	071618b, Earl Lake Rd	3,172.41	STEVENS MICHAEL 84 MEADOWVIEW
4711-06-201-025	071618b, Earl Lake Rd	3,172.41	SOEHL, HOWARD & LINDA 85 MEADOWVIEW
4711-06-201-026	071618b, Earl Lake Rd	3,172.41	ZACHMANN SARAH 95 MEADOWVIEW
4711-06-201-027	071618b, Earl Lake Rd	3,172.41	BYERS JASON M & PITCHER MICHELLE L 109 MEADOWVIEW

PARCEL .	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-06-201-028	071618b, Earl Lake Rd	3,172.41	CYNTEVE PARTNERS LLC 6345 TROPHY AVE
4711-06-201-029	071618b, Earl Lake Rd	3,172.41	ENDRES RACHEL 133 MEADOWVIEW
4711-06-201-030	071618b, Earl Lake Rd	3,172.41	BANISTER ELISA LTS 9.3 145 MEADOWVIEW
4711-06-201-031	071618b, Earl Lake Rd	3,172.41	HUTCHESON, DANIEL R. 5271 LAKE FOREST BLVD
4711-06-201-032	071618b, Earl Lake Rd	3,172.41	O'KOPSKI, DENNIS & BELINDA 190 EASTDALE
4711-06-201-033	071618b, Earl Lake Rd	3,172.41	RUSSELL GEORGE & HELEN TRUST 176 EASTDALE
4711-06-201-034	071618b, Earl Lake Rd	3,172.41	PADDOCK JESSIE M 152 EASTDALE
4711-06-201-035	071618b, Earl Lake Rd	3,172.41	NESBIT, BARBARA 148 EASTDALE
4711-06-201-036	071618b, Earl Lake Rd	3,172.41	WOOLFORD, JASON & MARIA 142 EASTDALE
4711-06-201-037	071618b, Earl Lake Rd	3,172.41	PERRY, ALLAN & GRACIELA 130 EASTDALE
4711-06-201-039	071618b, Earl Lake Rd	3,172.41	COGAN LOIS M TRUST 118 EASTDALE
4711-06-201-040	071618b, Earl Lake Rd	3,172.41	CARPENTER TIMOTHY M & LINDSAY K 106 EASTDALE
4711-06-201-041	071618b, Earl Lake Rd	3,172.41	FREDRICK, RICK & SANDRA 90 EASTDALE
4711-06-201-043	071618b, Earl Lake Rd	3,172.41	CLARK WENDY K P O BOX 323
4711-06-201-044	071618b, Earl Lake Rd	3,172.41	COOPER, WM. & JOYCE 81 EASTDALE
4711-06-201-045	071618b, Earl Lake Rd	3,172.41	COLLINS PATRICK & 93 EASTDALE
4711-06-201-047	071618b, Earl Lake Rd	3,172.41	SALEWSKY LIVING TRUST 107 EASTDALE
4711-06-201-048	071618b, Earl Lake Rd	3,172.41	HEROLD TRUST 119 EASTDALE
4711-06-201-049	071618b, Earl Lake Rd	3,172.41	BERNARD INVESTMENT GROUP LLC 43155 MAIN STREET STE 2204C4
4711-06-201-051	071618b, Earl Lake Rd	3,172.41	GILLILAND, GARY & BARBARA 137 EASTDALE
4711-06-201-052	071618b, Earl Lake Rd	3,172.41	JOHNSON SIMONE LIFE TRUST 149 EASTDALE
4711-06-201-053	071618b, Earl Lake Rd	3,172.41	WILLMORE MAX & GLADYS LTS 9.3 155 EASTDALE
4711-06-201-055	071618b, Earl Lake Rd	3,172.41	BENYEI-VERSTREATE KINGA A 161 EASTDALE
4711-06-201-056	071618b, Earl Lake Rd	3,172.41	LYBRINK, ROSS J. 167 EASTDALE
4711-06-201-058	071618b, Earl Lake Rd	3,172.41	HIEBER, JEFFREY & LORI 173 EASTDALE
4711-06-201-059	071618b, Earl Lake Rd	3,172.41	MILU, HOWARD R. & JUDITH S. 175 EASTDALE
4711-06-201-060	071618b, Earl Lake Rd	3,172.41	KUHN JULIE 179 EASTDALE

PARCEL .	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-06-201-061	071618b, Earl Lake Rd	3,172.41	O'KOPSKI, JACK & DARLENE 185 EASTDALE
4711-06-201-062	071618b, Earl Lake Rd	3,172.41	GROSS TRUST 195 EASTDALE
4711-06-201-063	071618b, Earl Lake Rd	3,172.41	MEADOWVIEW/EAST GRAND RIVER LLC 19436 STEFANI AVE
4711-06-201-064	071618b, Earl Lake Rd	3,172.41	J.J. JINKLEHEIMER & CO., INC. 2705 E. GRAND RIVER
# OF PARCELS: 58	TOTALS:	184,000.00	



# Earl Lake Heights No. 1 Proposed Special Assessment District

Parcel lines are approximate. Not intended for survey purposes.

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**Exhibit B**

**Warrant**

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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 Earl Lake Road Improvement Project Special Assessment District (Winter 2018) confirmed by the Township Board on August 20, 2018 (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,  
Genoa Charter Township Clerk  
August 20, 2018

Resolution No. 5 – Fendt Road Improvement Project  
Reimbursement Special Assessment Project (Winter 2018)

**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 August 20, 2018, at 6:30 p.m., there were

PRESENT: \_\_\_\_\_

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 Fendt Drive Road Improvement Project within the Township as described in Exhibit A (the “Project”);

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project 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 the Fendt Road Improvement Special Assessment Project (Winter 2018) (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 August 20, 2018.

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 Genoa Township Fendt Road Improvement Project Reimbursement Special Assessment Project (Winter 2018) (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, 2018.

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:

NO:

ABSENT:

#### 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  
August 20, 2018

EXHIBIT A  
FENDT ROAD

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

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

**Asphalt**

- Remove 10' from approaches
- Remove curb and gutters
- Excavate for crown/grade for paving
- Asphalt paving, 5"3C, 1.5" LVSP
- Grade approaches for drainage
- Pave approaches
- Shoulders from excavated stone

**Concrete**

- Remove and replace concrete area from Grand Oaks to beginning of gravel road, also use the cul-de-sac
- All concrete will be 9" reinforced with a 6 bag mix with mid-range curing compound will be used with steel mesh, fiber mesh and lane times
- Concrete joints will be sealed with hot tar approx. 20,625.09 square feet 9" concrete
- Permits and fees will be paid by owner.

**Total project cost - \$406,945.04**



FENDT 2018  
 ASPHALT WITH CONCRETE CUL-DE-SAC/APPROACH

TAX I.D.	OWNER	F.F.	FF \$	FF COST	PRO RATA SHARE	TOTAL COST	ANNUAL COST*
11-08-201-001	Patterson, Blythe & Alan	633.75	28	\$ 17,745.00	\$ 29,588.78	\$ 47,333.78	\$ 9,466.76
11-08-201-012	Briggs & Allison Howell LLC	865.2	28	\$ 24,225.60	\$ 29,588.78	\$ 53,814.38	\$ 10,762.88
11-08-201-005	L & H Realty Enterprises LLC	116.53	28	\$ 3,262.84	\$ 29,588.78	\$ 32,851.62	\$ 6,570.32
11-08-201-006	R & K Enterprises of Howell LLC	114.28	28	\$ 3,199.84	\$ 29,588.78	\$ 32,788.62	\$ 6,557.72
11-08-201-007	Rhodes Don & Shirley	272.2	28	\$ 7,621.60	\$ 29,588.78	\$ 37,210.38	\$ 7,442.08
11-08-201-008	Falcon Asset Management	281.06	28	\$ 7,869.68	\$ 29,588.78	\$ 37,458.46	\$ 7,491.69
11-08-201-009	Greg LeBlanc Holdings LLC	281.06	28	\$ 7,869.68	\$ 29,588.78	\$ 37,458.46	\$ 7,491.69
11-08-201-010	J.R. Development Inc.	287.05	28	\$ 8,037.40	\$ 29,588.78	\$ 37,626.18	\$ 7,525.24
11-08-200-007	Hunter Development	960.02	28	\$ 26,880.56	\$ 29,588.78	\$ 56,469.34	\$ 11,293.87
11-08-200-006	ITC Holdings	155.18	28	\$ 4,345.04	\$ 29,588.78	\$ 33,933.82	\$ 6,786.76
	TOTAL			\$ 111,057.24	\$ 295,887.80	\$ 406,945.04	

TOTAL FF	3966.33
SIGNED PETITIONS FF	2217.38
% SIGNED BY FF	56%

PROJECT BUDGET	\$ 406,945.00
TOTAL SPREAD	\$ 406,945.04

**\*5 YEAR AMORTIZATION**



Parcel lines are approximate. Not intended for survey purposes.

## Fendt Drive Parcels

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**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 Fendt Road Improvement Project Special Assessment District (Winter 2018) confirmed by the Township Board on August 20, 2018 (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,  
Genoa Charter Township Clerk  
August 20, 2018



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

# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Dave Miller, Deputy Director, Wastewater Operations   
**DATE:** August 15, 2018  
**SUBJECT:** Lake Edgewood Wastewater Treatment Plant Equalization Upgrade Project Progress Update

**MANAGER REVIEW:**   
.....

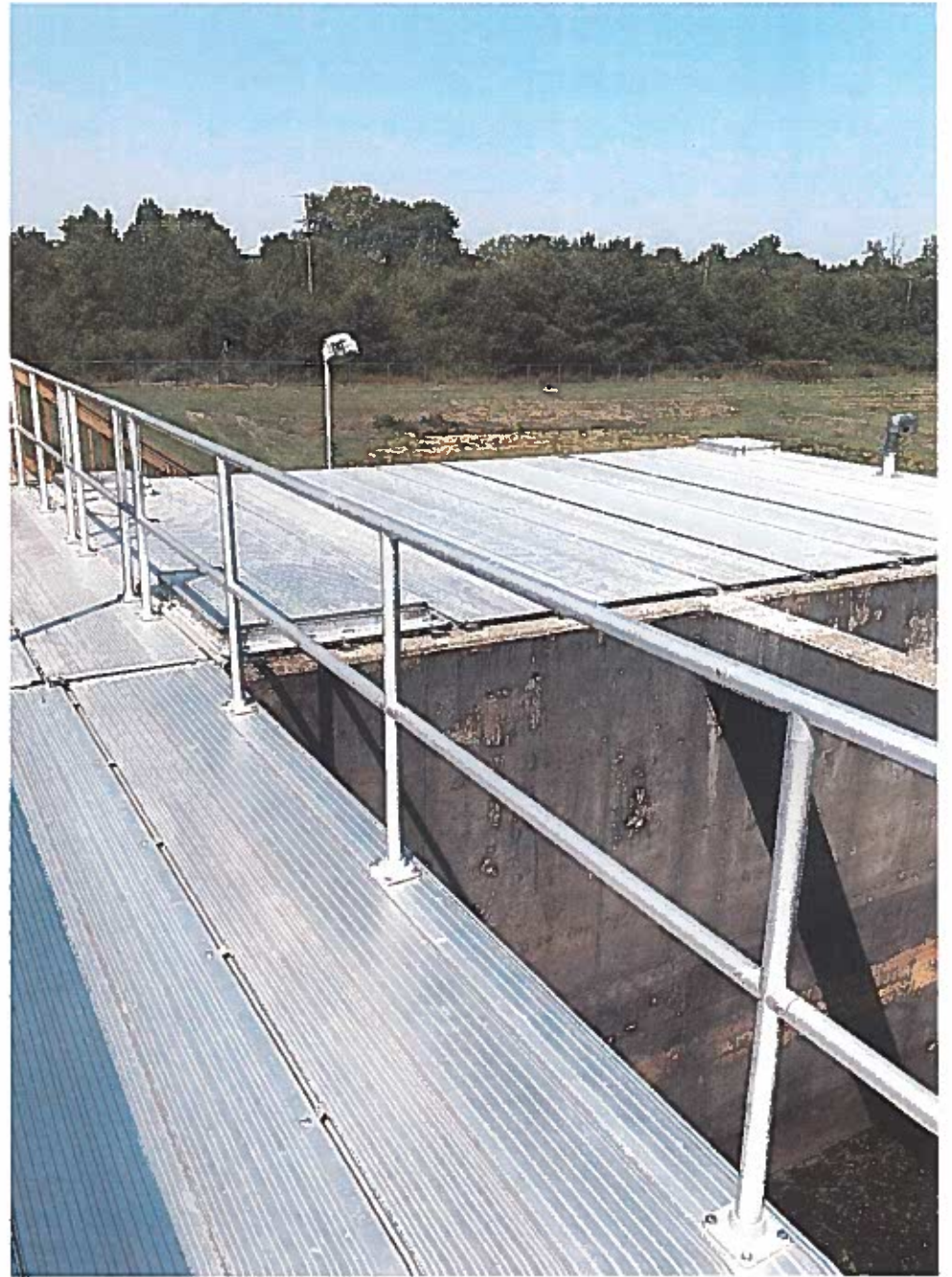
The operations staff and I wanted to thank the Genoa Township Board for your continued support and approval for the Lake Edgewood WWTP equalization improvement project that was recently completed. After only a few weeks of operation, we are starting to get positive data regarding the process control changes and are pleased to report significant improvements to an already exceptional quality effluent.

Attached, are some project photos of equipment, SCADA improvements regarding control trending, energy savings, chemical savings and effluent quality data results. As the Board may recall, the purpose of the project was that this Sequencing Batch Reactor type of plant was difficult to operate because of its fluctuations in diurnal flows resulting in a sufficient food source during the day and an insufficient food source during the night. This caused the plant to struggle to meet its daily Phosphorous Discharge Limit. By repurposing the old Lake Edgewood Plant to an equalization basin with associated controls, we are able to regulate consistent flows during each treatment cycle, thus eliminating the problem of starvation during the evening hours to the organisms that are dependent on the incoming food source.

As we gather more data, we will be able to fine tune the process even further, with a goal of complete biological phosphorus removal (BPR) without the addition of Alum. However, based on the data presented thus far, we are pleased to report that this project, which the Board supported, will result in lower O&M cost, lower energy usage, less chemical usage, and improved effluent quality.

- SUPERVISOR**  
Bill Rogers
- CLERK**  
Paulette A. Skolarus
- TREASURER**  
Robin L. Hunt
- TRUSTEES**  
Jean W. Ledford  
H. James Mortensen  
Terry Croft  
Diana Lowe
- MANAGER**  
Michael C. Archinal







- Old New
- Flow/ETM Timers
- Control Panel
- CHEM Timers
- Blowers
- Alarm Status
- Alarms
- Rosters
- SBR 1 - Trend View
- SBR 2 - Trend View
- SBR 3 - Trend View
- Liftstation Overview
- Contact Us
- Signal Strength
- 58.0 RSSI



Time Remaining  
1.0

Influent (gpm) 0.0	Effluent (gpm) -2.0	Waste (gpm) -1.0	DO (mg/L) 0.11	ORP (mV) 46
-----------------------	------------------------	---------------------	-------------------	----------------

- : SBR1 High Level
- : SBR2 High Level
- : SBR3 High Level
- : Phase Monitor Failure
- : Generator Fault
- : Generator Running
- : Generator Transfer Switch
- : Chemical on Floor
- : EQ Tank High Level Float
- : EQ Tank Low Level Float
- : EQ Valve Failed to Open
- : EQ Valve Failed to Close
- : EQ & SBR Valves Opened
- : EQ & SBR Valves Closed

Setpoint	Start
EQ1 Hi Alarm:	14.5 ft
EQ1 Lo Alarm:	3.4 ft

Pump 1	Pump 2	EQ Valve
Next to Run		
In Service	In Service	Open
TOTAL 22 Min	TOTAL 0 Min	
Runtime: 683 Min	Runtime: 1360 Min	
Starts: 44	Starts: 43	

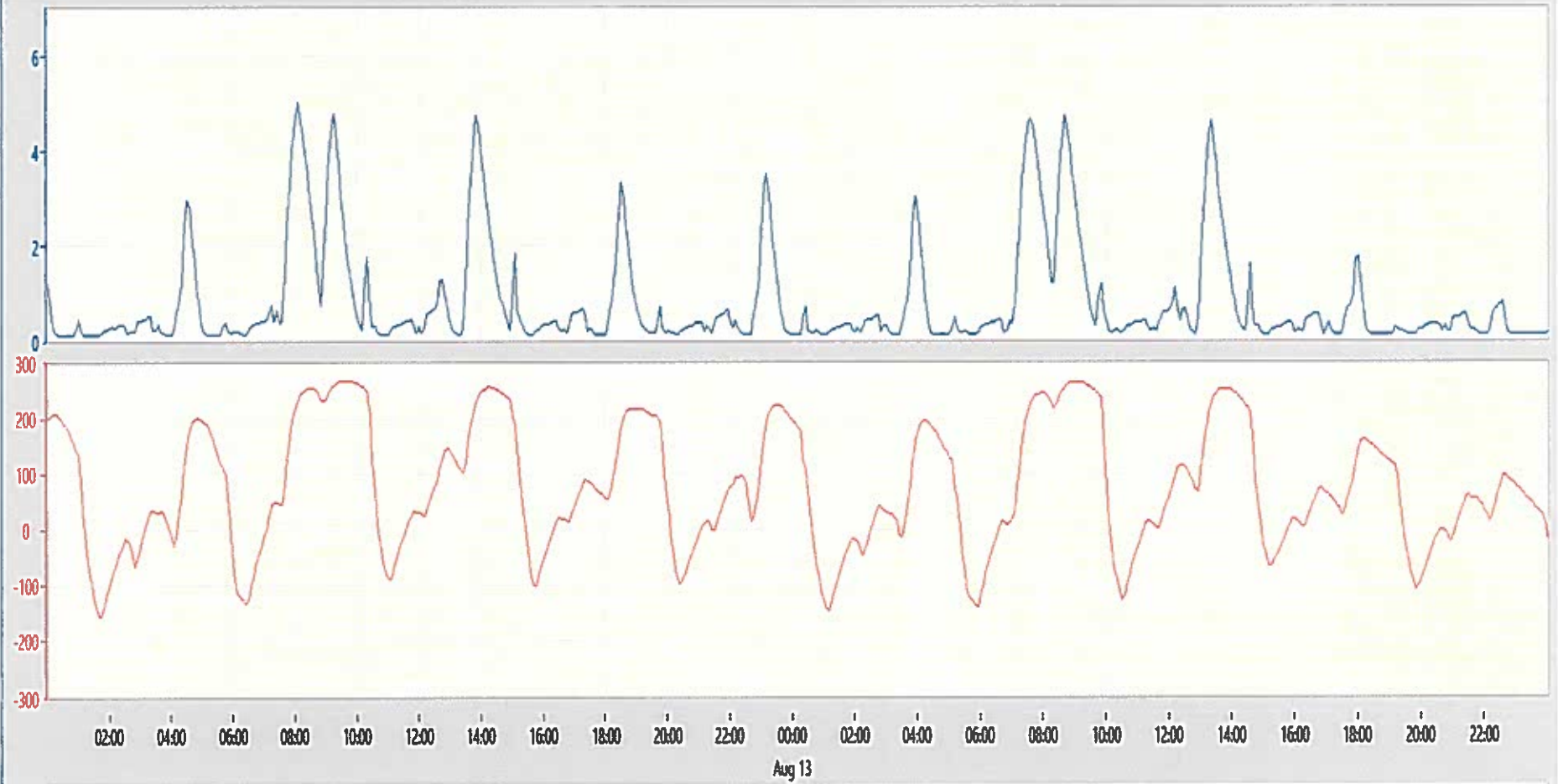
Runtime Last:  
Runtime:  
Starts:

Unacknowledged Alarm List:

Historical Data Viewer

Unamed Group

Tag Selection Export Time Span 2 Days Pan & Zoom View Note



Pen	Name	Description	Value	Minimum	Maximum	Average	Starts	On Time
X ● ⚙	\\SBRPlant.DOProbe.STS	SBR Plant DO Probe		0.11 mg/L	5.13 mg/L	0.795 mg/L		
X ● ⚙	\\SBRPlant.PLC2\SBRPlant.ORM.STS	SBR Plant ORP		-161 mV	270 mV	76.4 mV		
X ● ⚙	System Notes							



### EQ TANK CONTROL

#### EQ PUMP 1

PUMP STATUS: NEXT TO RUN

OoS Toggle In Service

#### EQ PUMP 2

PUMP STATUS: DLE

OoS Toggle In Service

EQ Tank Level: 8.7 ft.

SBR Tank Level: 14.5 ft.

DO: 0.64 mg/L

ORP: 49 mV

EQ Tank High Level SP (ft)

14.5 14.5 ft.

EQ TANK BYPASS

EQ PROCESS ENABLED

SBR Level to Shut Pump Off SP (ft)

14.5 14.5 ft.

EQ VALVE

Opened

EQ Tank Low Level SP (ft)

3.4 3.4 ft.

Run One/Both EQ Pumps

RUN ONE EQ PUMP

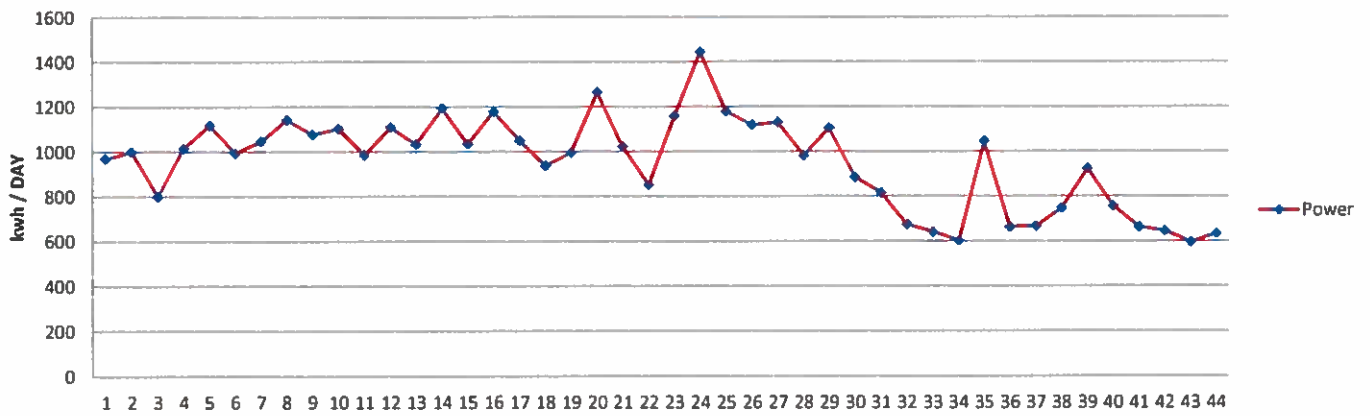
MAIN MENU

V1210

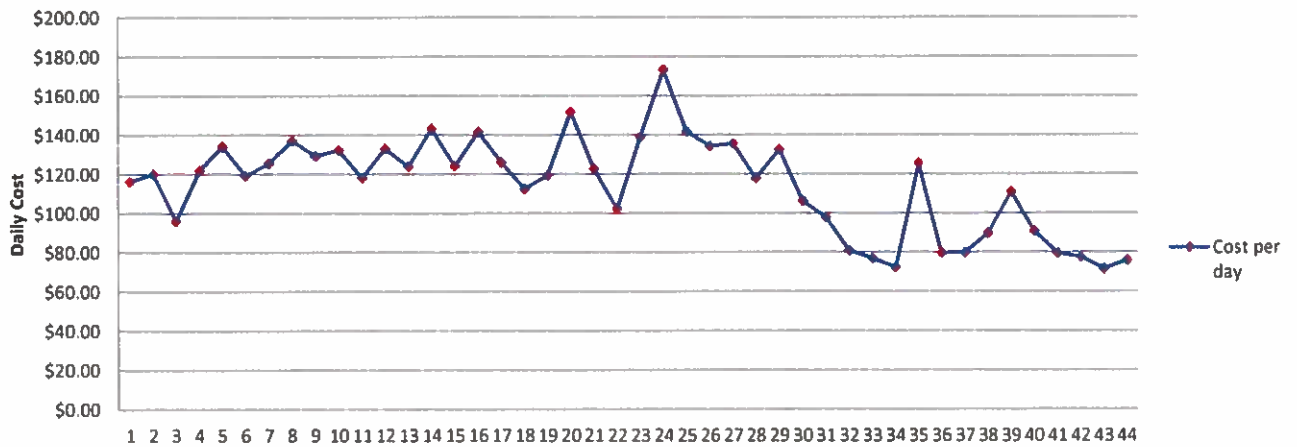
**L/E SBR BLOWER RUN HRS (7/1 thru 8/14/18)**

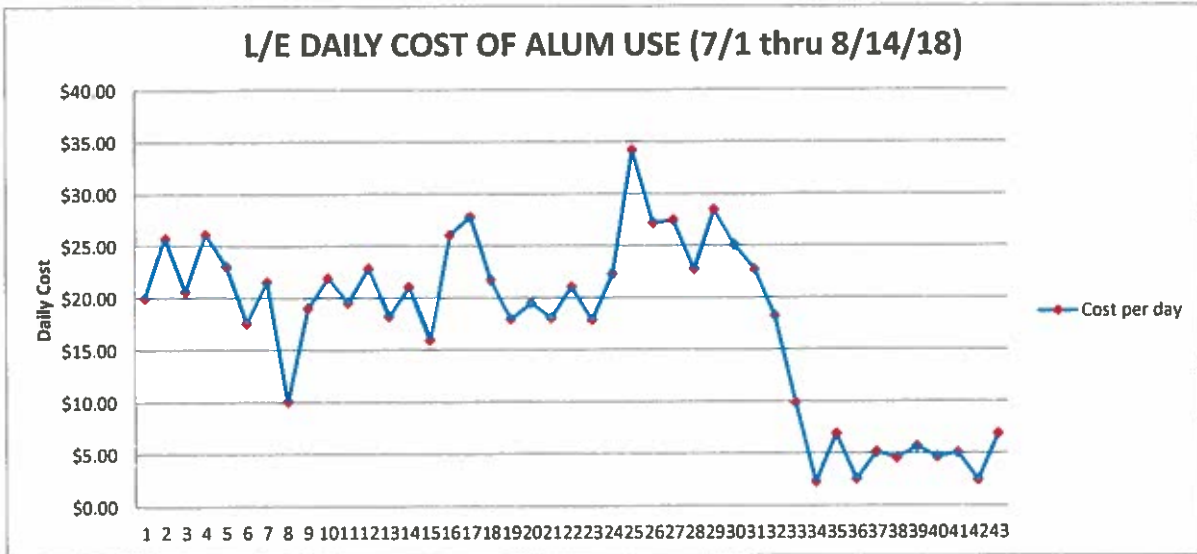
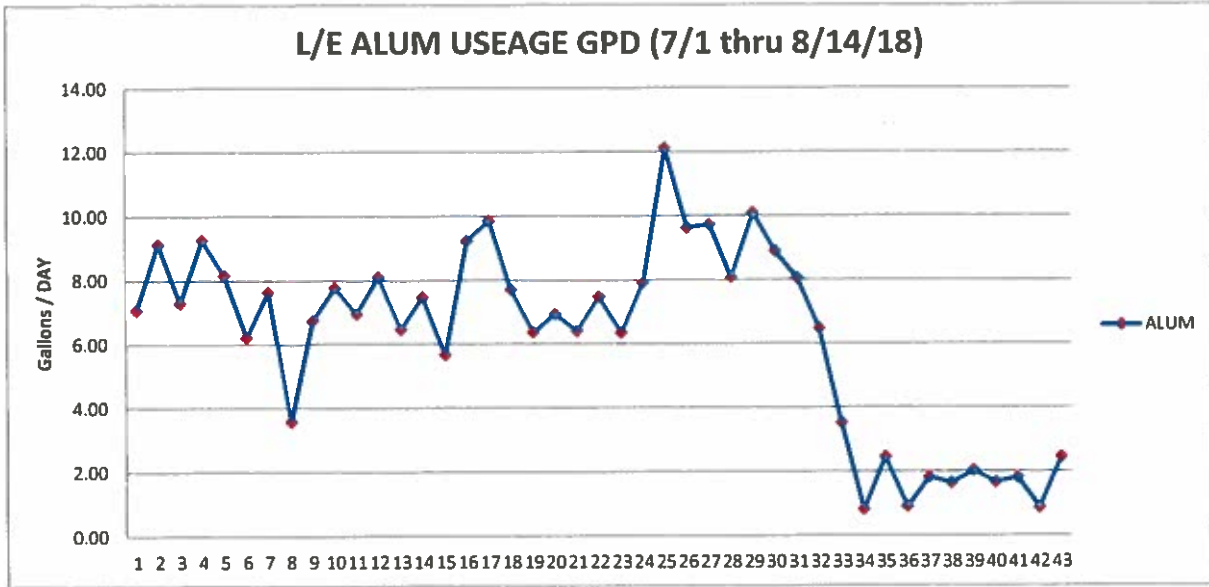


**L/E DAILY POWER USE (7/1 thru 8/14/18)**



**L/E DAILY COST OF POWER (7/1 thru 8/14/18)**





LIMITS	1.0 mg/L	Combined 5.0 mg/L		
	PO4	NH3-N	NO3-N	NO2-N
Jul-18	0.412	0.0158	0.938	0
Aug-18	0.116	0	1.018	0

70.73 % Improvement of Phosphorus Removal

AVERAGES	ALUM gpd	ALUM \$ DAY
Jul-18	7.38	\$22.07
Aug-18	2.21	\$6.23

71.77% saved in chemical useage

AVERAGES	kwh DAY	kwh \$ DAY
Jul-18	1058	\$126.84
Aug-18	713	\$85.56

32.54 % saved in electrical useage

eliminated            1 BLOWER 50 HP  
                                  1 MIXER 7.5 HP

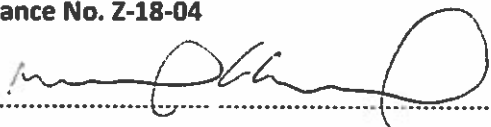
65% of electrical costs are associated with Aeration and Mixing  
 35% of electrical costs are used by control panels, motor actuated valves,  
 sludge tank blower & transfer pumps.



# 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/Community Development Director  
**DATE:** August 16, 2018  
**RE:** S. Latson Road Area Zoning Ordinance Text Amendments  
Article 10 and Article 25  
Ordinance No. Z-18-04

**MANAGERS REVIEW:**  .....

In consideration of the recommendations by the Township Planning Commission (7/09/18) and the Livingston County Planning Commission (08/15/18) please find the attached proposed Ordinance Number Z-18-04 for your review. The proposed ordinance involves updates to the Planned Unit Development (Article 10) and Definitions (Article 25) section of the Township Zoning Ordinance to implement the approved Master Plan for the S. Latson interchange area.

As required pursuant to the Zoning Ordinance and the Charter Township Act (Act 359 of 1947) the Board is being asked to introduce the proposed Text Amendment. In addition, staff is requesting that the publication, second reading and consideration for adoption be set for the Tuesday, September 4<sup>th</sup>, 2018 regular scheduled meeting.

In this regard, please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to introduce the proposed ordinance Z-18-04 and to set the date for a second reading and consideration for adoption for Tuesday, September 4<sup>th</sup>, 2018. The proposed Zoning Text Amendment (Z-18-04) involves changes to the ordinance in regard to Article 10 entitled "Planned Unit Development Districts" and Article 25 entitled "Definitions" to add standards and definitions related to "Interchange Commercial PUD" and "Interchange Campus PUD".

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Michael C. Archinal

**ORDINANCE NO. Z-18-04**

**AN ORDINANCE TO AMEND ARTICLES 10 AND 25 OF THE ZONING ORDINANCE OF GENOA CHARTER TOWNSHIP IN REGARD TO INTERCHANGE CAMPUS AND INTERCHANGE COMMERCIAL PLANNED UNIT DEVELOPMENT DISTRICTS**

---

**THE TOWNSHIP OF GENOA ORDAINS:**

**SECTION 1: SHORT TITLE:** This Ordinance shall be known as the “**Amendments to Zoning Ordinance Articles 10 and 25 regarding Interchange Commercial and Interchange Campus Planned Unit Development Districts**”.

**SECTION 2: SUMMARY OF ORDINANCE:** Pursuant to the Michigan Zoning Enabling Act (P.A. 110 of 2006), notice is hereby given that an ordinance to amend the Zoning Ordinance regulating the development and use of land in Genoa Charter Township has been adopted by the Township Board on \_\_\_\_\_. The Board conducted the second reading and approved Ordinance #Z-18-04 to adopt the ordinance and amend the Zoning Ordinance of the Charter Township of Genoa by amending Articles 10 and 25 in regard to interchange commercial and interchange campus planned unit development districts. The following provides a summary of the regulatory effect of the ordinance.

*Article 10 of the Zoning Ordinance, entitled Planned Unit Development is hereby amended as follows:*

*Section 10.01.04 is amended to include two separate PUD Districts for the S. Latson Road interchange area.*

*Section 10.02.03(c) is amended to allow the Township to waive the minimum site area requirements for parcels within the Interchange Commercial and Campus PUDs.*

*Section 10.03 is amended to add the Interchange Commercial and Interchange Campus districts to the type of PUD designations.*

*Section 10.03.06 is added to provide standards for the Interchange Planned Unit Developments (Commercial and Campus) as follows:*

*(a) Intent. The intent of the Interchange PUDs is to promote comprehensive and long-term planning of appropriate land uses, innovative architectural design, high quality building materials, and a walkable environment for pedestrians.*

*(b) Master Plan and Subarea Plans. All Interchange PUD proposals shall demonstrate conformance to the land use, site design, and access management strategies and recommendations contained within the Genoa Township Master Plan and Subarea Plans.*

*(c) Land Use.*

*(1) ICPUD: permitted land uses include restaurants (fast food, sit-down, and take out), auto/gasoline service stations, retail/service, hotels, entertainment (movie theaters, indoor commercial recreation, etc.), conference centers, financial institutions, and offices. The Township may permit additional compatible uses as part of the approval process. The list of permitted uses proposed for a development shall be included in the PUD Agreement for review and approval by the Township. All proposed uses shall comply with the conditions of Section 7.02.02.*

*(2) CAPUD: The intent of the CAPUD district is to provide locations in the Township to*

*accommodate offices, laboratories, and related "high tech" uses, involved in such activities as engineering, design, research and development, robotics research, prototype development, demonstration and display laboratories, testing laboratories, and other research and high technology activities of similar character and intensity. On a limited basis, complementary uses are permitted, such as restaurants that primarily serve employees in the immediate area.*

*It is intended that such uses be located in attractive buildings on amply landscaped, carefully planned sites, and preserving significant natural features. The activities of such uses do not generate offensive external impacts and operations that generate high levels of noise, heat or glare, air pollution, odors, wastewater, or truck traffic, are not considered appropriate in this district. The list of permitted uses proposed for a development shall be included in the PUD Agreement for review and approval by the Township.*

*a. Principal permitted uses include :*

- i. Research and development facilities.*
- ii. Research and support laboratories.*
- iii. Offices for the following occupations: executive, medical, dental, administrative, and professional, including architecture, planning, engineering and engineering sales.*
- iv. Hospitals, clinics and medical research facilities.*
- v. Colleges, universities, and other institutions of higher learning.*
- vi. Corporate and technical education and training facilities.*
- vii. Multimedia production facilities.*
- viii. Microbrewer or small distiller.*
- ix. Data processing and computer centers, including computer programming and software development, training, and service of electronic data processing equipment.*
- x. Essential public services and structures, not including buildings and storage yards.*
- xi. Accessory uses, buildings, and structures customarily incidental to any of the above. Examples include security work, administration offices, and storage and distribution incidental to the primary use of the site.*

*b. Special land uses include:*

- i. Any permitted use over 40,000 square feet.*
- ii. Prototype manufacturing facilities for engineering, laboratory, scientific, electronic, and research instruments and equipment.*
- iii. Light industrial uses where activities involve high technology research and development type uses.*
- iv. Indoor commercial recreation or fitness centers (excluding dome structures).*
- v. Arenas, stadiums, and skating rinks.*
- vi. Accessory restaurants, personal and business service uses that are intended to primarily serve the occupants and patrons of the principal use; provided that, any such uses shall be an incidental use. Permitted accessory restaurant and service uses shall be limited to the following:*
  - 1. Personal and business service establishments as identified in Table*

7.02 that are intended to serve workers and visitors in the district, such as dry cleaning establishments, travel agencies, tailor shops, and similar establishments.

2. *Restaurants, cafeterias, and other places serving food and beverages which are permitted by right in the NSD.*
- c. *Compatible Uses: A land use which is not cited by name as a permitted or special land use may be permitted upon determination by the Township Board, following a recommendation by the Planning Commission that such use is clearly similar in nature and has the same character and intensity as those uses listed in this district as either principal permitted uses or special land uses. In making such a determination, all of the following shall be considered:*
  - i. *Specific characteristics of the use in question shall be compared with the characteristics of the uses which are permitted. Such characteristics shall include, but are not limited to, truck and vehicular traffic generation, types of services offered, types of goods produced, methods of operation, impacts from noise, air contaminants, odor, heat, fire hazards, and water contaminants, and building and site characteristics.*
  - ii. *The proposed use shall be compatible and in accordance with the goals, objectives and policies of the Genoa Township Master Plan and promote the intent of the development agreement and Section 10.03.06.*
  - iii. *The land use shall not impair the use and development of other nearby properties.*
  - iv. *If a proposed use is determined to be similar to and compatible with uses in the district the Planning Commission shall decide whether the proposed use shall be permitted by right, as a special land use, or as a permitted accessory use. The Planning Commission shall have the authority to establish additional standards and conditions under which a use may be permitted in the district.*
- d. *Required conditions. Except as otherwise noted, buildings and uses in the CAPUD shall comply with the following requirements:*
  - i. *All uses and business activities shall comply with the use conditions of 7.02.02, 8.02.02, and the performance standards in article 13.05.*
  - ii. *All business activity shall be conducted within a completely enclosed building, unless otherwise specified. Outdoor storage shall be prohibited, and any storage must be clearly accessory to the principal permitted use.*
  - iii. *Notwithstanding the limitations on outside storage, commercially used or licensed vehicles used in the normal operation of a permitted use may be parked on the site in the rear only.*
- (d) *Dimensional Standards: All buildings, structures, accessory structures and parking areas shall meet the minimum setback standards of the Industrial District for the CAPUD and the Regional Commercial District for the ICPUD as specified in the Table of Dimensional Standards, along the exterior boundaries of the site. Internal setbacks and maximum building height shall be determined by the Planning Commission during review of the PUD concept plan. To encourage flexibility and creativity consistent with the intent of the PUD,*

*the Township may permit specific departures from the dimensional requirements of the Zoning Ordinance as a part of the approval process. Any regulatory modification shall be approved through a finding by the Township that the deviation shall result in a higher quality of development than would be possible using conventional zoning standards.*

- (e) Site Design. All Interchange PUD proposals shall comply with the standards of Section 10.03.05 e above.*
- (f) Architecture. All Interchange PUD proposals shall comply with the standards of Section 10.03.05 f above. The Planning Commission may allow for alternative innovative high quality exterior façade materials such as fiber cement and metal panels for buildings in the CAPUD district to create a research and office-park environment provided that the materials proposed to be used are found by the Planning Commission to be in keeping with the intent and purpose of this Section, in consideration of the character of surrounding uses and the design recommendations of the master plan.*
- (g) Access Management and Connectivity.*
  - (1) ICPUD:*
    - a. No access points other than Beck Road are permitted along South Latson Road between the interchange and the rail line.*
    - b. Development shall incorporate shared access points to limit the number of driveways along Beck Road and shall comply with Section 15.06 Access Management.*
    - c. Acceptable road levels of service (LOS) shall be maintained by careful access management strategies and road improvements.*
    - d. Sites shall be designed to incorporate cross-access easements and connectivity for vehicular, bicycle, and foot traffic.*
  - (2) CAPUD:*
    - a. The primary access to the area west of South Latson Road, south of the railroad, shall be aligned with Sweet Road.*
    - b. Secondary access points shall be limited and/or restricted. Restricted driveways shall be designed to be intuitive with minimal signage. All access points shall be aligned with access points across the road and shall be separated from other intersections and access points on the same side of the road by at least 500 feet.*
    - c. Sites shall be designed to incorporate frontage roads, service roads, and cross-access easements to allow connectivity for vehicular, bicycle, and foot traffic. The use of landscaped boulevards is encouraged.*
- (h) Utilities. The Concept Plan shall include a Utility Master Plan, based on guidelines provided by the Township Engineer. The Utility Master Plan shall show connection points to existing utilities, and adjacent properties where appropriate and concepts for the layout, size, and phasing of utilities, which shall include water, sanitary sewer and stormwater controls.*
- (i) Future Transition Area. Appropriately timed incremental southward expansion of the CAPUD is anticipated. Evaluation factors for expansion include the following considerations:*
  - (1) The amount and capacity of undeveloped land remaining within the growth framework areas shall be analyzed and a determination shall be made that additional land area is needed to justify expanding boundaries.*



- (2) *Projected population growth within the Township and demand for additional land areas for development.*
- (3) *Present and planned sanitary sewer capacity.*
- (4) *The capacity and condition of the road system.*
- (5) *The ability of the Township, County and other public agencies to provide necessary services to the new growth areas and the additional resulting population.*
- (6) *Impact on public health, safety and welfare.*
- (7) *Changes to conditions considered at the time of the subarea plan.*
- (8) *Inclusion of integrated open space for active and passive recreation.*
- (9) *Environmental constraints and sensitivity.*
- (10) *Adverse impact to adjacent or nearby property.*
- (11) *Sensitive transitions to residential and agricultural land can be achieved.*
- (12) *Other relevant criteria deemed appropriate by the Township.*

Article 25 of the Zoning Ordinance, entitled Definitions, is hereby amended to add the following definitions:

- *Industrial: Land uses which primarily accommodate research, wholesale and warehouse activities, manufacturing, compounding, processing, packaging, fabrication, assembly and/or treatment of finished or semi-finished products from previously prepared material and the extraction (mining) or processing of raw material for shipment in bulk form, to be used in an industrial operation at another location.*
- *Industrial, light: Any operation which assembles, improves, treats, compounds, or packages previously prepared or processed goods or materials in a manner which does not create a noticeable amount of noise, dust, odor, smoke, glare or vibration outside of the building in which the activity takes place, which does not require outside storage or goods or materials, and which does not generate objectionable amounts of truck traffic.*
- *Laboratory, research: A facility for scientific laboratory research in technology-intensive fields. Examples include but are not limited to biotechnology, pharmaceuticals, genetics, plastics, polymers, resins, coatings, fibers, fabrics, films, heat transfer, and radiation research facilities.*
- *Laboratory, support: A facility for scientific laboratory analysis of natural resources, medical resources, and manufactured materials. The scientific analysis is generally performed for an outside customer, to support the work of that customer. This category includes but is not limited to environmental laboratories for the analysis of air, water, and soil; medical or veterinary laboratories for the analysis of blood, tissue, or other human medical or animal products. Forensic laboratories for analysis of evidence in support of law enforcement agencies would also be included in this category.*
- *Microbrewer: A brewer that produces in total less than 60,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the licensed brewery premises and to retailers as provided by State Law.*
- *Multimedia production facility: Land, buildings, or structures used as a media production facility. Typically, structures involved in or with the production of (but not limited to): motion pictures; radio and television shows or movies; recording or broadcasting facilities; and other motion picture production and distribution service offices.*

- *Office: A building or portion of a building wherein services are performed involving predominantly administrative, professional, or clerical operations.*
- *Prototype manufacturing: Research and development land uses that require manufacturing and production activities that lead to the development of a new product or a new manufacturing and assembly process. The products developed, manufactured or assembled are not intended to be mass-produced.*
- *Research and development: A land use that engages in research and development of high-technology products or commodities. Examples include computer hardware and software, electronics and instrumentation, communications and information technology, biotechnology, pharmaceuticals, agricultural technology, medical instrumentation or supplies, transportation, geographic information systems, defense and aerospace technology, multimedia and video technology and other emerging high technology industries. Activities associated with these uses may include development, testing, assembly, repair, , and office. Limited accessory warehousing, and distribution of the finished products produced at the site may also be provided. Such uses do not involve the mass manufacture, fabrication, processing or sale of products.*
- *Small distiller: A manufacturer of spirits annually manufacturing in Michigan not exceeding 60,000 gallons of spirits, of all brands combined.*

**REPEALOR:** All ordinances or parts of Ordinances in conflict herewith are repealed.

**SEVERABILITY:** Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

**SAVINGS:** This amendatory ordinance shall not affect violations of the Zoning Ordinance or any other ordinance existing prior to the effective date of this Ordinance and such violation shall be governed and shall continue to be separate punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

**EFFECTIVE DATE:** These ordinance amendments were adopted by the Genoa Charter Township Board of Trustees at the regular meeting held \_\_\_\_\_ and ordered to be given publication in the manner required by law. This ordinance shall be effective seven days after publication.

On the question: “SHALL THIS ORDINANCE NOW PASS?” the following vote was recorded:

**Yeas:**  
**Nays:**  
**Absent:**

I hereby approve the adoption of the foregoing Ordinance this     day of                   ,                   .

---

Paulette Skolarus  
Township Clerk

---

Bill Rogers  
Township Supervisor

Township Board First Reading: August 20, 2018

Date of Posting of Proposed Ordinance:

Date of Publication of Proposed Ordinance:

Township Board Second Reading and Adoption:

Date of Publication of Ordinance Adoption:

Effective Date:

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Final Site Plan dated January 23, 2018 for a six-unit site condominium for St. John Providence located on the east side of the Latson Road and Grand Oaks Drive intersection, Howell 48843 with the following conditions:

- Approval of the Master Deed by the Township Attorney
- Acknowledgement by the petitioner that the Master Deed for St. John Providence Site Condominium does not supersede the Planned Unit Development or the Genoa Township Zoning Ordinance.

**The motion carried unanimously.**

**OPEN PUBLIC HEARING #5...Consideration of Zoning Ordinance Text amendments to Article 10 of the Zoning Ordinance, entitled "Planned Unit Development" is proposed to be amended to add standards related to "Interchange Commercial PUD" and "Interchange Campus PUD".**

Planning Commission Recommendation of Petition:

A. Recommendation of Zoning Ordinance Text Amendment.

Ms. VanMarter provided details of the proposed text amendments to Article 10 of the Township's Zoning Ordinance. She showed maps that depicted the locations of the proposed changes. She and the engineers have developed the plan for the water and sewer services for this area. These changes are needed because to the continued demand due to the installation of the Latson Road / I-96 Interchange.

Mr. Todd Wyatt, who owns 200 acres of property in this area, stated that he is interested in developing the property with low-intensity industrial uses. He has been assisting with the development of the text amendments. He would like to show the Planning Commission some proposed designs.

The Planning Commission is interested in seeing Mr. Wyatt's ideas for the area. It was suggested to have him return to a future meeting.

The call to the public was made at 10:08 pm with no response.

**Moved** by Commissioner McManus, seconded by Commissioner Mortensen, to table the consideration of Zoning Ordinance Text amendments to Article 10 of the Zoning Ordinance to allow staff and the Planning Commission to do some additional studies. **The motion carried unanimously.**

**Administrative Business:**

- Staff Report

Ms. VanMarter had nothing to report.

- Approval of the December 11, 2017 Planning Commission meeting minutes

The call to the public was made at 7:36 pm.

Mr. David Keller reiterated his concerns requesting a fence and berm be installed between this property and his.

The call to the public was closed at 7:37 pm.

The Commissioners questioned if the plans presented this evening are ready to be recommended for approval. There are concerns regarding the drinking water source, there is an outstanding legal issue in regard to the former sand extraction on the property between the owner and the Township, engineering concerns, the detention pond, regulated wetlands, and the legal description.

Mr. LeClair stated that the regulatory approvals are typically obtained between preliminary and final site plan approval. He does not believe the engineer's comments need to be addressed until the construction phase of the project nor do the comments from the planning consultant need to be addressed in order to receive preliminary site plan approval. The wells for the groundwater quality are being drilled right now and they will be providing that information to the Township. The property owner has also granted permission to the Township to do surface water testing.

Mr. Steven Gronow stated that they will be addressing the monitoring wells and the access to these wells in their by-laws and master deed.

The Commissioners were in agreement that this item should be tabled this evening. Mr. LeClair requested the Commissioners provide him with feedback on the three requests they have, specifically, the planting requirements around the wetland, the road length, and their encroachment into the wetlands for the access drive.

Chairman Brown and Commissioners Mortensen and Rickard are in favor of granting the requests. Mr. Borden noted that the wetland encroachment is not able to be addressed during Site Plan approval process. It would need to have a Special Land Use Permit.

**Moved** by Commissioner Grajek, seconded by Commissioner Rickard, to table the recommendation of the Environmental Impact Assessment and Preliminary Site Plan for Chestnut Springs until the July 9, 2018 meeting. **The motion carried unanimously.**

**OPEN PUBLIC HEARING #3... Consideration of Zoning Ordinance Text amendments to Article 10 of the Zoning Ordinance, entitled "Planned Unit Development" and Article 25, entitled "Definitions". The ordinance is proposed to be amended to add standards and definitions related to "Interchange Commercial PUD" and "Interchange Campus PUD".**

A. Recommendation of Text Amendments

Ms. VanMarter provided a history of the rezoning discussion and proposed development for the Interchange Commercial PUD, which is the area to the south of I-96 and on the west side of Latson Road. The property owner is interested in developing it as industrial.

She reviewed the changes that she is proposing, which includes the definitions for different types of industrial uses. All of them would be permitted uses. She is also suggesting that all buildings exceeding 40,000 square feet require a Special Lane Use Permit.

Other changes are the permitted uses, site dimensional requirements, and architectural requirements in the Interchange Campus PUD zoning

She asked the Planning Commission for feedback on her proposed changes.

All Commissioners agreed that industrial zoning is not what is desired for this area; however, certain types of industrial or manufacturing could be allowed with a Special Land Use Permit. They are also not in favor of truck/distribution centers in this area. The desired zoning for this location is Interchange Campus PUD, which is what is shown on the Master Plan Future Land Use Map.

There was further discussion regarding transitional zoning from this area to the surrounding residential properties.

The call to the public was made at 8:46 pm.

Mr. Leo Nicholas, who lives on South Latson Road, suggested to the Planning Commission that they reconsider allowing industrial uses in this area. The industrial uses today are not the same as they were in the past. There is very little, if any, contamination from industry.

His property abuts the south of the area being discussed this evening, and he would like to have his property zoned the same.

Ms. Michaela Zint, of 4159 Sweet Road stated she would like her property to be included in the Campus zoning area. She would prefer that it stay AG; however, the future Master Plan Map shows it as being zoned large lot rural residential - 2 acres. She presented a plat map showing the location of her property as well as a memo explaining why her property would benefit from the rezoning to Campus versus two acres. She added that the other residential properties on the north side of Sweet Road should also be included in the rezoning. If they were not included, they would all be residential properties surrounded by campus and commercial properties.

Mr. Rob Vedro of 4036 Sweet Road would like the Planning Commission to stay with the Master Plan and not allow a property owner to determine what is developed. He is not in agreement with industrial in this area. People who live in this area still want to live in the country.

Stephanie Wooster agrees with what Mr. Nicholas said. She knows change is going to happen as it already has. She is in support of the discussion by the Planning Commission and what they would like to see developed in this area.

The call to the public was closed at 9:12 pm.

Ms. VanMarter thanked the Commissioners for their feedback. She will make the changes discussed and return with revised texted amendments.

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek to table the Recommendation of the Text Amendments to Article 10 of the Zoning Ordinance until the July 9, 2018 Planning Commission meeting. **The motion carried unanimously.**

#### **Administrative Business:**

- Staff Report: Ms. VanMarter stated that Jeff Dhaenens has been appointed to the Planning Commission to replace Commissioner John McManus. Jeff was previously the Chairman of the Zoning Board of Appeals.

There will be a July Planning Commission meeting.

- Approval of the May 14, 2018 Planning Commission meeting minutes: **Moved** by Commissioner McCreary, seconded by Commissioner Rickard, to approve the minutes

He believes that preliminary site plan approval can be granted without the groundwater testing information being provided. This will be addressed during final site plan approval.

It was noted that the applicant has addressed all of the concerns of the Brighton Area Fire Authority's concerns.

Ms. VanMarter stated that although Wetland C is not regulated, it connects to Wetland E which is regulated. She has asked the DEQ for clarification if it changes the status Wetland C. If that is the case, then the same requirements for all wetlands shall also apply to Wetland C.

The call to the public was made at 7:39 pm with no response.

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Impact Assessment dated June 19, 2018 for Chestnut Springs, subject to the following:

1. Approval by the Township Board of the rezoning of the property from Agriculture to Low Density Residential
2. Approval by the Township Board of the preliminary site plan dated June 20, 2018.

**The motion carried unanimously.**

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the preliminary site plan dated June 20, 2018 for Chestnut Springs, conditioned upon the following:

- 1) Approval by the Township Board of rezoning the property to Low Density Residential.
- 2) Approval of the Impact Assessment dated June 19, 2018.
- 3) Clarification to the Township Board regarding the location of the building envelope and setbacks for Lot #25.
- 4) Further acknowledgement by the petitioner of the following:
  - a) The requirements for the final site plan will, at a minimum, include the following:
    - i) Following all procedures of Article 13 of the Township Zoning Ordinance.
    - ii) Obtaining all other governmental regulatory approvals, including water quality from the Livingston County Health Department.
    - iii) Providing access easements for water testing and sampling by the Township.
    - iv) Providing an access easement for a groundwater monitoring well at a location determined by the Township Engineer.
    - v) Approval by the Township Attorney of the Master Deed, Bylaws, and covenants covering maintenance including, but not limited to, rights for Township inspection of wells, maintenance agreements of common areas, including a Private Road Maintenance Agreement, which includes the financial and maintenance assurances, and educating the property owners on the potential harm of using salt on paved areas.
    - vi) The condominium Master Deed and covenants shall clearly note the protected areas that are to be undisturbed and remain natural so the residents do not encroach.
- 5) Requirements of Tetra Tech's letter dated June 26, 2018 will be met.
- 6) Requirements of the Brighton Area Fire Authority's letter dated June 22, 2018 shall be met.

**The motion carried unanimously.**

**OPEN PUBLIC HEARING #3... Consideration of Zoning Ordinance Text amendments to Article 10 of the Zoning Ordinance, entitled "Planned Unit Development" and Article 25, entitled "Definitions". The ordinance is proposed to be amended to add standards and definitions related to "Interchange Commercial PUD" and "Interchange Campus PUD".**

## A. Recommendation of Text Amendments

Ms. VanMarter reviewed the changes that she made based on feedback from the Planning Commission last month.

She added a new section entitled "Compatible Uses", which explains that uses which are not specifically listed in the ordinance will be considered based on the use, traffic impact, building specifications, etc.

The call to the public was made at 8:21 pm.

Rob Vedro of 4036 Sweet Road complimented Ms. VanMarter and the Planning Commission for the hard work that was done on the development of this zoning area.

Ms. VanMarter stated this item will go before the Livingston County Planning Commission for their recommendation to the Township Board.

**Moved** by Commissioner Grajek, seconded by Commissioner McCreary, to recommend to the Township Board and Livingston County Planning Commission approval of the Text Amendments to Article 10 of the Zoning Ordinance. **The motion carried unanimously.**

### NEW BUSINESS

#### **OPEN PUBLIC HEARING #4... Review and Discussion of Zoning Ordinance Text amendments to Articles 1-6.**

Mr. Borden stated he and staff have been working on updating the entire zoning ordinance. They will be presenting it to the Planning Commission in small sections at this and future Planning Commission meetings.

Commissioners and staff discussed the proposed changes. Amendments will be made based on recommendations and brought back before the Commission.

### ADMINISTRATIVE BUSINESS

Staff Report: Ms. VanMarter had nothing to report.

Approval of the June 11, 2018 Planning Commission meeting minutes:

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to approve the minutes of the June 11, 2018 Planning Commission Meeting with changes noted by Commissioner McCreary. **The motion carried unanimously.**

Member Discussion: There were no items discussed.

### Adjournment

**Moved** by Commissioner McCreary, seconded by Commissioner Rauch, to adjourn the meeting at 9:28 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary



# **Board Correspondence**



# Brian Jonckheere

Livingston County Drain Commissioner

2300 E. Grand River Ave., Ste. 105

Howell, MI 48843-7581

Phone: 517-546-0040 FAX: 517-545-9658

Website: [www.livgov.com/drain](http://www.livgov.com/drain) Email: [drain@livgov.com](mailto:drain@livgov.com)

August 6, 2018

Mr. Bill Rogers, Supervisor  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

Dear Mr. Rogers:

Enclosed is a copy of a Notice of Assessment and Apportionment Hearing with respect to the assessment for inspection, maintenance and repair with respect to public health, welfare and convenience benefits.

It is tentatively *estimated* that the assessments for this hearing will be:

X18034	Howell & Oceola		\$ 1,225.67
X18057	Muirfield Manor		\$ 475.00
X18058	Mystic Lake Hills No. 2		\$ 787.50
X18079	Woodland Springs of Lake Chemung		\$ 1,250.00

In addition to the above drains that are having apportionment hearings this year, we are assessing the following drains in your community without a hearing. These drains have had apportionment hearings in the last three to five years and the assessment roll has not changed. The following are the township's at-large assessments for these drains:

X18044	Lakewood Knoll		\$ 1,350.00
XM1101	Sunrise Park	8th of 10	\$ 12,937.50
XM1709	Walnut Hills	2nd of 4	\$ 8,883.75

Therefore, based on the above listed totals we *estimate* the total drain assessment for the township as **\$26,909.42**. This is not a bill and actual amounts assessed will be included on the assessment rolls delivered to your municipality.

Sincerely,

Brian Jonckheere  
Livingston County Drain Commissioner

Enclosure



# LIVINGSTON COUNTY DRAIN OFFICE

2300 E. GRAND RIVER AVE., SUITE 105, HOWELL, MI 48843  
PH (517) 546-0040 \* FAX (517) 545-9658 \* EMAIL [drain@livgov.com](mailto:drain@livgov.com)

**BRIAN JONCKHEERE**  
DRAIN COMMISSIONER

**KENNETH RECKER**  
CHIEF DEPUTY DRAIN COMMISSIONER

## NOTICE OF DAY OF REVIEW OF DRAINAGE DISTRICT BOUNDARIES AND REVIEW OF APPORTIONMENTS

TOWNSHIP OF GENOA  
TOWNSHIP OF GENOA

The Day of Review is for the purpose of reviewing and revising the boundaries of the Howell & Oceola Drain Drainage District, and also to review the apportionment of benefit for the Drain for each parcel and municipality within the Drainage District. A map of the proposed Drainage District boundary revisions is included with this notice and on the County website.

The Day of Review is an opportunity to review the Drainage District boundaries and apportionments with the Drain Commissioner or a member of his staff. The Drain Commissioner, engineers, and other staff members will be available to assist individuals throughout the day, and to make revisions where necessary. There is no need to schedule an appointment for a specific time on the Day of Review. The computation of costs for the Drain will also be available at the Day of Review.

Persons with disabilities needing accommodations for effective participation in the Day of Review should contact the Drain Commissioner's Office at the number noted above (voice) or through the Michigan Relay Center at 7-1-1 (TTY) at least 24 hours in advance of the Day of Review to request mobility, visual, hearing or other assistance.

You may appeal the Drainage Board's decision to revise the district boundary to the County Circuit Court within ten (10) days, and you may also appeal the determination of apportionments to the County Probate Court within ten (10) days.

Questions? You are welcome to contact our office via email or telephone. Please save this notice for reference for any questions.

Scheduled Date: Monday, August 27, 2018  
Scheduled Time: Stop in anytime between 9:00 A.M. and 5:00 P.M.  
Location: Livingston County Drain Commissioner's Office  
2300 E. Grand River Ave., Suite 105  
Howell, MI 48843  
<https://www.livgov.com/drain/>

This notice applies to the following parcel(s):

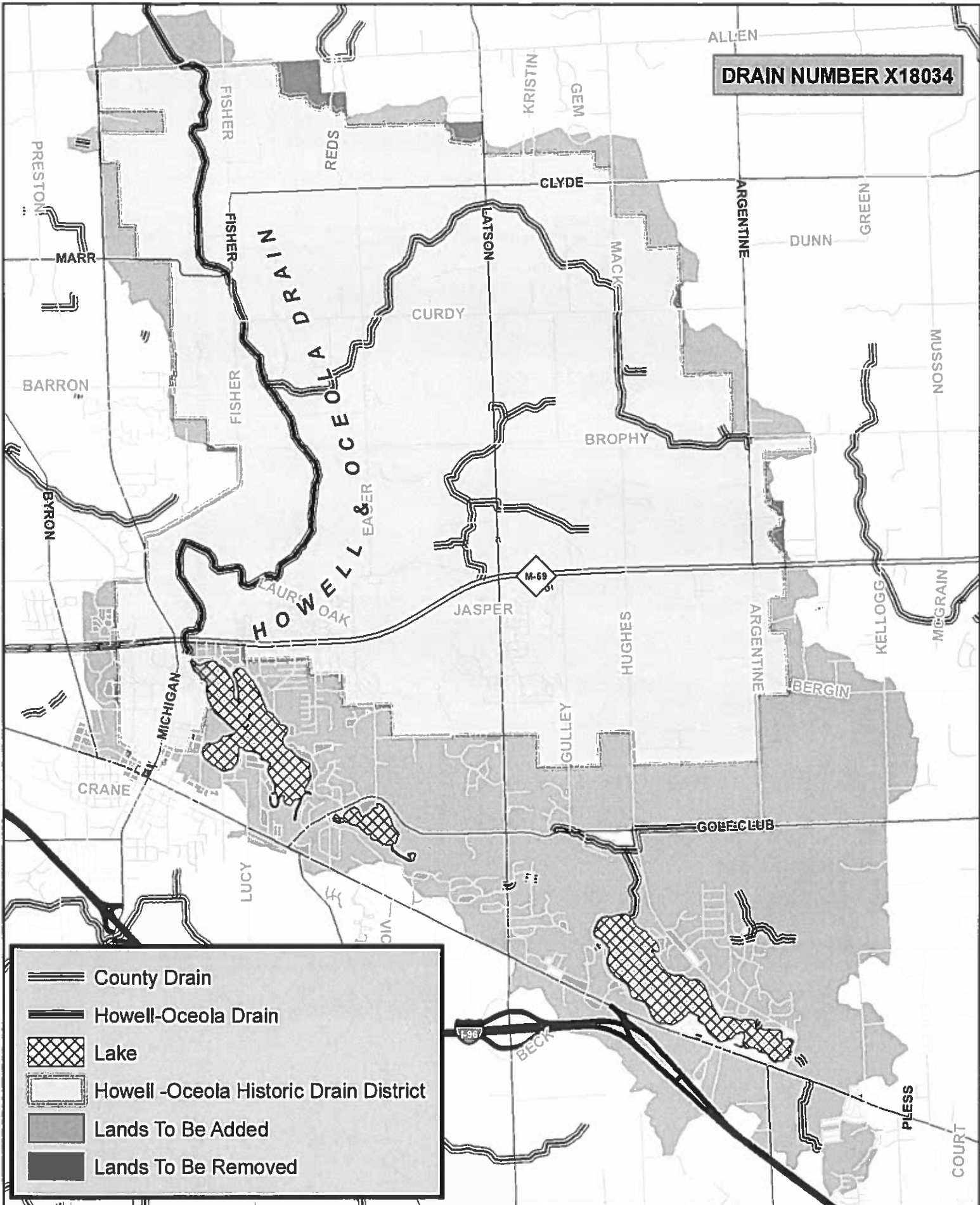
Drain Code	Drain Name	Parcel Number	Acres in District	Estimated Benefit %	Estimated Total Amt	Years Spread Over (If > \$10)
X18034	HOWELL & OCEOLA	11	0.00	4.90267	\$1,225.67	1

**THIS IS NOT A BILL!**

**THIS IS NOT A BILL!**

**THIS IS NOT A BILL!**

**DRAIN NUMBER X18034**



- County Drain
- Howell-Oceola Drain
- Lake
- Howell -Oceola Historic Drain District
- Lands To Be Added
- Lands To Be Removed

Livingston County Drain Commissioner  
2300 E Grand River  
Howell, MI. 48843  
Printed July 30, 2018

**Howell & Oceola Drain- Drainage District**  
A part of Cohoctah, Deerfield, Howell, Oceola, and  
Genoa Townships, and also a part of the City of Howell

1 inch = 5,000 feet  
N 60

# FAQs

## FREQUENTLY ASKED QUESTIONS about the Day of Review of Drainage District Boundaries and Review of Apportionments

### ***What is a Day of Review of District Boundaries?***

The Michigan Legislature passed a law in 2013 to allow revisions to historical drainage district boundaries when recommended by a licensed engineer.

Property owners can review changes with the Drain Commissioner's Resources Office staff during the Day of Review. The proposed boundary revisions can be found on the map on the reverse side of the notice and in more detail at the County Drain Commissioner's website.

### ***What is a Drainage District?***

A drainage district is the land area that benefits from the drain. The drainage district makes up the watershed that contributes water to the drain. Each property and municipality within the drainage district pays for maintenance and improvement of the drain.

### ***Why are the boundaries being revised?***

Revisions are recommended because the historic drainage district boundaries do not accurately reflect the current watershed of the drain.

### ***What is a Day of Review of Apportionments?***

A Day of Review of Apportionments provides an opportunity for property owners to review the percent of benefit of the drain assigned to their property. The apportionments of benefit are based on acreage, land use, and other factors. The apportionments determine the assessment amount for each property for costs of construction or maintenance.

### ***Why are the apportionments being revised?***

Parcel apportionments are being revised to more accurately reflect the percentage of benefit that each property receives from the drain.

If a parcel is on the outer boundary of a drainage district, it is possible that only a portion of the parcel will be assessed.

### ***Why did I receive a notice?***

Notices went out to the following property owners:

- ***Properties being added to the Drainage District.*** The properties were not previously in the drainage district, but the engineers determined that the properties are within the drain's watershed.
- ***Properties currently in the Drainage District and proposed to remain in the Drainage District.*** There is no change in terms of boundaries for these properties.

All property owners subject to an assessment were sent a copy of the notice.

### ***When do I receive my drain assessment?***

Drain assessments are included on your Winter Tax bill, and are only levied when costs are incurred for the drain. Assessment amounts vary from year to year.

### ***What is my assessment amount?***

Estimated assessment amounts are included in your notice, and are also available at the Day of Review. If you are unable to attend, you may call the phone number listed in your notice if you have any questions.

### ***Do I have to attend the Day of Review?***

You are not required to attend the Day of Review.

### ***How can I get more information?***

Visit the website or call the number listed in your notice.

**MUIRFIELD MANOR DRAIN APPORTIONMENT  
AND SPECIAL ASSESSMENT HEARING  
MUIRFIELD MANOR DRAIN DRAINAGE DISTRICT  
DRAIN NO. X18057**

Notice is hereby given that on Monday August 27, 2018, from 9:00 A.M. local time until 5:00 P.M. at the Office of the Livingston County Drain Commissioner, 2300 East Grand River, Suite 105, Howell, Michigan 48843, the reviewing of Special Assessments and Apportionments for costs incurred for inspection, maintenance and repair on the Muirfield Manor Drain located in the Township of Genoa, Livingston County will be held. The Muirfield Manor Drain serves properties in the Muirfield Manor Drain Drainage District.

At said Day of Review, the drain commissioner will have available to review the tentative apportionments against parcels and municipalities within the district for the costs incurred for inspection, maintenance and repair. All parcels of land being in the Muirfield Manor Drain Drainage District benefited from the above improvements are subject to the assessment. The special assessment is pursuant to Act 40 of the Public Acts of 1956, as amended, of the State of Michigan. All lands and Public Corporations within the boundaries of the Muirfield Manor Drain Drainage District receiving benefits for the above work may be subject to assessments. The drain assessments against land in the drainage district will be collected in the same manner as property taxes. If the drain assessments against land are collected by installment, the land owner may pay the assessment in full with any interest (if applicable) to date and thereby avoid further interest charges. The computation of cost of inspection, maintenance and repair of the drain will also be open for public inspection by any parties interested. The Muirfield Manor Drain Drainage District boundaries are described as follows:

A part of the Northwest Fractional  $\frac{1}{4}$  of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan and is more particularly described as being all real property within the Condominium Subdivision plan of "Muirfield Manor" as recorded in Liber 1899, Pages 820-894 of Livingston County Records.

If you have an interest in real property in said drainage district your appearance and protest at the above mentioned hearing is required in order to appeal the amount of the apportionment and special assessment to the Probate Court of Livingston County.

Please take further notice that a person or Public Corporation representative appearing at the time for hearing, may sign his name and indicate the property or Public Corporation affected by the apportionment and special assessment on the record of parties, which is available. The person or Public Corporation representative shall indicate on such record with an X or check mark in the column of the record marked YES or NO whether he or she is protesting their special assessment. A property owner or a party in interest, or his or her agent, or a Public Corporation may appear in person at the hearing to protest the apportionment or special assessment or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required. A Public Corporation may also file their protest by letter. The owner of any land in the drainage district or any city, township, village, district or county having control of any highway which may feel aggrieved by the apportionment of benefits so made by the commissioner, may, within 10 days after the day of review of such apportionments, appeal therefrom and for such purpose make an application to the probate court of the proper county for the appointment of a board of review, by filing with said probate court a notice of appeal and at the same time filing with said court a bond in such sum as the judge of probate may require, with 1 or more sureties to be approved by the judge of probate, conditioned upon the payment of all costs in case the apportionment made by the commissioner shall be sustained. Such appeal may be taken by the county or district road commissioners in behalf of the county, the mayor of any city in behalf of the city, by the supervisor in behalf of any township, or by the president of any village in behalf of the village when authorized by the village or city council, township board or road commission, respectively. Only 1 board shall be appointed by such probate court.

Notice is further given that on the above date and time the special assessment and apportionment for Public

Notice is further given that on the above date and time the special assessment and apportionment for Public Health benefits for Genoa Township, and for the County of Livingston and Livingston County Road Commissioners for road or highway benefits incurred for inspection, maintenance and repair expenses on the above drain will be subject to review. A computation of estimated costs of inspection, maintenance and repair will be available for review by any owner of property subject to assessment or a representative of a public corporation. Now, therefore, all unknown and non-resident persons, owners and persons who are owners of land or have interest in lands in the Mystic Lake Hills No. 2 Drain Drainage District and you, Elizabeth Hundley, Clerk for the County of Livingston, the Board of Commissioners for Livingston County, its members, and members of the Livingston County Board of Road Commissioners who are interested parties who are assessed for road benefits, Bill Rogers, Supervisor of Genoa Township which Public Corporation is being assessed for public health benefits are hereby given notice that the special assessments of benefits for the inspection, maintenance and repair expenses on the Mystic Lake Hills No. 2 Drain will be subject to review.

At the Review, the Livingston County Drain Commissioner shall hear the proofs and allegations of all interested parties, and shall carefully reconsider and review the description of land comprised within the Special Assessment District, the several descriptions and special assessment and apportionment of benefits, and define and equalize the land or Public Corporation apportionment and special assessments as is just and equitable.

After the Public Hearing and Review, I will confirm the apportionment and special assessment roll of said drain.

This Notice is given pursuant to Acts 162 of the Public Acts of Michigan of 1962 as amended, by Act 64 of the Public Acts of 1989 of the State of Michigan, and Act 40 of the Public Acts of 1956 as amended of the State of Michigan.

Dated this 10th day of August, 2018,



Brian Jonckheere  
Livingston County Drain Commissioner

**Official Publication Notice**

**MYSTIC LAKE HILLS NO. 2 DRAIN APPORTIONMENT  
AND SPECIAL ASSESSMENT HEARING  
MYSTIC LAKE HILLS NO. 2 DRAIN DRAINAGE DISTRICT  
DRAIN NO. X18058**

Notice is hereby given that on Monday August 27, 2018, from 9:00 A.M. local time until 5:00 P.M. at the Office of the Livingston County Drain Commissioner, 2300 East Grand River, Suite 105, Howell, Michigan 48843, the reviewing of Special Assessments and Apportionments for costs incurred for inspection, maintenance and repair on the Mystic Lake Hills No. 2 Drain located in the Township of Genoa, Livingston County will be held. The Mystic Lake Hills No. 2 Drain serves properties in the Mystic Lake Hills No. 2 Drain Drainage District.

At said Day of Review, the drain commissioner will have available to review the tentative apportionments against parcels and municipalities within the district for the costs incurred for inspection, maintenance and repair. All parcels of land being in the Mystic Lake Hills No. 2 Drain Drainage District benefited from the above improvements are subject to the assessment. The special assessment is pursuant to Act 40 of the Public Acts of 1956, as amended, of the State of Michigan. All lands and Public Corporations within the boundaries of the Mystic Lake Hills No. 2 Drain Drainage District receiving benefits for the above work may be subject to assessments. The drain assessments against land in the drainage district will be collected in the same manner as property taxes. If the drain assessments against land are collected by installment, the land owner may pay the assessment in full with any interest (if applicable) to date and thereby avoid further interest charges. The computation of cost of inspection, maintenance and repair of the drain will also be open for public inspection by any parties interested. The Mystic Lake Hills No. 2 Drain Drainage District boundaries are described as follows:

Mystic Lake Hills No. 2 Drain Drainage District is described as follows: A part of the SE  $\frac{1}{4}$  of Section 34 & part of SW  $\frac{1}{4}$  of Section 35, T2N-R5E, Genoa Township, Livingston County, Michigan and is more particularly described as being all real property within the plat of "Mystic Lake Hills Subdivision No. 2" as recorded in Liber 18, Pages 28-32 of Livingston County Records.

If you have an interest in real property in said drainage district your appearance and protest at the above mentioned hearing is required in order to appeal the amount of the apportionment and special assessment to the Probate Court of Livingston County.

Please take further notice that a person or Public Corporation representative appearing at the time for hearing, may sign his name and indicate the property or Public Corporation affected by the apportionment and special assessment on the record of parties, which is available. The person or Public Corporation representative shall indicate on such record with an X or check mark in the column of the record marked YES or NO whether he or she is protesting their special assessment. A property owner or a party in interest, or his or her agent, or a Public Corporation may appear in person at the hearing to protest the apportionment or special assessment or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required. A Public Corporation may also file their protest by letter. The owner of any land in the drainage district or any city, township, village, district or county having control of any highway which may feel aggrieved by the apportionment of benefits so made by the commissioner, may, within 10 days after the day of review of such apportionments, appeal therefrom and for such purpose make an application to the probate court of the proper county for the appointment of a board of review, by filing with said probate court a notice of appeal and at the same time filing with said court a bond in such sum as the judge of probate may require, with 1 or more sureties to be approved by the judge of probate, conditioned upon the payment of all costs in case the apportionment made by the commissioner shall be sustained. Such appeal may be taken by the county or district road commissioners in behalf of the county, the mayor of any city in behalf of the city, by the supervisor in behalf of any township, or by the president of any village in behalf of the village when authorized by the village or city council, township board or road commission, respectively. Only 1 board shall be appointed by such probate court.



Health benefits for Genoa Township, and for the County of Livingston and Livingston County Road Commissioners for road or highway benefits incurred for inspection, maintenance and repair expenses on the above drain will be subject to review. A computation of estimated costs of inspection, maintenance and repair will be available for review by any owner of property subject to assessment or a representative of a public corporation. Now, therefore, all unknown and non-resident persons, owners and persons who are owners of land or have interest in lands in the Muirfield Manor Drain Drainage District and you, Elizabeth Hundley, Clerk for the County of Livingston, the Board of Commissioners for Livingston County, its members, and members of the Livingston County Board of Road Commissioners who are interested parties who are assessed for road benefits, Bill Rogers, Supervisor of Genoa Township which Public Corporation is being assessed for public health benefits are hereby given notice that the special assessments of benefits for the inspection, maintenance and repair expenses on the Muirfield Manor Drain will be subject to review.

At the Review, the Livingston County Drain Commissioner shall hear the proofs and allegations of all interested parties, and shall carefully reconsider and review the description of land comprised within the Special Assessment District, the several descriptions and special assessment and apportionment of benefits, and define and equalize the land or Public Corporation apportionment and special assessments as is just and equitable.

After the Public Hearing and Review, I will confirm the apportionment and special assessment roll of said drain.

This Notice is given pursuant to Acts 162 of the Public Acts of Michigan of 1962 as amended, by Act 64 of the Public Acts of 1989 of the State of Michigan, and Act 40 of the Public Acts of 1956 as amended of the State of Michigan.

Dated this 10th day of August, 2018,



Brian Jonckheere  
Livingston County Drain Commissioner

**Official Publication Notice**

**WOODLAND SPRINGS OF LAKE CHEMUNG DRAIN APPORTIONMENT  
AND SPECIAL ASSESSMENT HEARING  
WOODLAND SPRINGS OF LAKE CHEMUNG DRAIN DRAINAGE DISTRICT  
DRAIN NO. X18079**

Notice is hereby given that on Monday August 27, 2018, from 9:00 A.M. local time until 5:00 P.M. at the Office of the Livingston County Drain Commissioner, 2300 East Grand River, Suite 105, Howell, Michigan 48843, the reviewing of Special Assessments and Apportionments for costs incurred for inspection, maintenance and repair on the Woodland Springs of Lake Chemung Drain located in the Township of Genoa, Livingston County will be held. The Woodland Springs of Lake Chemung Drain serves properties in the Woodland Springs of Lake Chemung Drain Drainage District.

At said Day of Review, the drain commissioner will have available to review the tentative apportionments against parcels and municipalities within the district for the costs incurred for inspection, maintenance and repair. All parcels of land being in the Woodland Springs of Lake Chemung Drain Drainage District benefited from the above improvements are subject to the assessment. The special assessment is pursuant to Act 40 of the Public Acts of 1956, as amended, of the State of Michigan. All lands and Public Corporations within the boundaries of the Woodland Springs of Lake Chemung Drain Drainage District receiving benefits for the above work may be subject to assessments. The drain assessments against land in the drainage district will be collected in the same manner as property taxes. If the drain assessments against land are collected by installment, the land owner may pay the assessment in full with any interest (if applicable) to date and thereby avoid further interest charges. The computation of cost of inspection, maintenance and repair of the drain will also be open for public inspection by any parties interested. The Woodland Springs of Lake Chemung Drain Drainage District boundaries are described as follows:

Woodland Springs at Lake Chemung Drain Drainage District is described as follows: A part of the Northeast 1/4 of Section 10 and part of the Southeast ¼ of Section 3 and the Southwest ¼ of Section 2, T2N-R5E, Genoa Township, Livingston County, Michigan and is more particularly described as being all real property within the Livingston County Condominium Subdivision Plan No. 191 of "Woodland Springs at Lake Chemung" as recorded in Liber 2748, Pages 129-202 of Livingston County Records.

If you have an interest in real property in said drainage district your appearance and protest at the above mentioned hearing is required in order to appeal the amount of the apportionment and special assessment to the Probate Court of Livingston County.

Please take further notice that a person or Public Corporation representative appearing at the time for hearing, may sign his name and indicate the property or Public Corporation affected by the apportionment and special assessment on the record of parties, which is available. The person or Public Corporation representative shall indicate on such record with an X or check mark in the column of the record marked YES or NO whether he or she is protesting their special assessment. A property owner or a party in interest, or his or her agent, or a Public Corporation may appear in person at the hearing to protest the apportionment or special assessment or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required. A Public Corporation may also file their protest by letter. The owner of any land in the drainage district or any city, township, village, district or county having control of any highway which may feel aggrieved by the apportionment of benefits so made by the commissioner, may, within 10 days after the day of review of such apportionments, appeal therefrom and for such purpose make an application to the probate court of the proper county for the appointment of a board of review, by filing with said probate court a notice of appeal and at the same time filing with said court a bond in such sum as the judge of probate may require, with 1 or more sureties to be approved by the judge of probate, conditioned upon the payment of all costs in case the apportionment made by the commissioner shall be sustained. Such appeal may be taken by the county or district road commissioners in behalf of the county, the mayor of any city in behalf of the city, by the supervisor in behalf of any township, or by the president

of any village in behalf of the village when authorized by the village or city council, township board or road commission, respectively. Only 1 board shall be appointed by such probate court.

Notice is further given that on the above date and time the special assessment and apportionment for Public Health benefits for Genoa Township, and for the County of Livingston and Livingston County Road Commissioners for road or highway benefits incurred for inspection, maintenance and repair expenses on the above drain will be subject to review. A computation of estimated costs of inspection, maintenance and repair will be available for review by any owner of property subject to assessment or a representative of a public corporation. Now, therefore, all unknown and non-resident persons, owners and persons who are owners of land or have interest in lands in the Woodland Springs of Lake Chemung Drain Drainage District and you, Elizabeth Hundley, Clerk for the County of Livingston, the Board of Commissioners for Livingston County, its members, and members of the Livingston County Board of Road Commissioners who are interested parties who are assessed for road benefits, Bill Rogers, Supervisor of Genoa Township which Public Corporation is being assessed for public health benefits are hereby given notice that the special assessments of benefits for the inspection, maintenance and repair expenses on the Woodland Springs of Lake Chemung Drain will be subject to review.

At the Review, the Livingston County Drain Commissioner shall hear the proofs and allegations of all interested parties, and shall carefully reconsider and review the description of land comprised within the Special Assessment District, the several descriptions and special assessment and apportionment of benefits, and define and equalize the land or Public Corporation apportionment and special assessments as is just and equitable.

After the Public Hearing and Review, I will confirm the apportionment and special assessment roll of said drain.

This Notice is given pursuant to Acts 162 of the Public Acts of Michigan of 1962 as amended, by Act 64 of the Public Acts of 1989 of the State of Michigan, and Act 40 of the Public Acts of 1956 as amended of the State of Michigan.

Dated this 10th day of August, 2018,



Brian Jonckheere  
Livingston County Drain Commissioner

**Official Publication Notice**

**AGREEMENT FOR  
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the 9<sup>th</sup> day of August, 2018, (the "Effective Date") by and between Genoa Township , a political subdivision of the State of Michigan and, by and through its Township Board ("Township") and ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC, a Wisconsin limited liability company ("Contractor").

**WHEREAS**, the Township deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of garbage, rubbish and other waste material generated by residents within the Township and that such action is a valid exercise of powers of the Township; and

**WHEREAS**, in connection therewith, the Township solicited bids for Solid Waste Collection Services, Recycling, Bulk Pickup and Yard Waste.

**WHEREAS**, in response to the solicitation, the Contractor submitted a proposal to the Township (the "Proposal") and such Proposal has been accepted by the Township; and

**WHEREAS**, Township and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of services contemplated by this Agreement; and

**WHEREAS**, the Township has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit the Township; and

**WHEREAS**, the Township has determined that the Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste, recycle, yard waste and bulk collection, transportation and disposal and processing services to Township residents, all of which should greatly benefit Township; and

**WHEREAS**, the Township and the Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard trash, bulky waste and white goods collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the Township has deemed it to be in the best interest of the Township and the residents of the Township to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the Township ; and

**WHEREAS**, Township agrees to pay for the Services to be provided by Contractor as set forth herein.

**NOW THEREFORE**, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1.0 - Definitions**

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

1.1 **"Agreement"** has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 **"Biomedical Waste"** means infectious wastes including: sharps; cultures and stocks of infectious agents and associated biologicals; human blood and blood products; pathological waste; contaminated animal carcasses, body parts, and bedding of animals intentionally exposed to pathogens; and isolation waste pursuant to the "Guidelines for Isolation Precautions in Hospitals," Centers for Disease Control.

1.3 **"Bulky Waste"** means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets and other similar items.

1.4 **"C&D Materials"** means discarded solid wastes resulting from construction, remodeling, repair and demolition of structures, road building, and land clearing. The wastes include, but are not limited to, bricks, concrete, and other masonry materials, soil, rock, lumber, road spoils, paving material, and tree and brush stumps, but does not include solid waste from agricultural or silvicultural operations. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

1.5 **"Cart"** means a rollout receptacle for Residential Solid Waste and Recyclables with a capacity of 96 gallons for Solid Waste and 64 gallons for Recyclables, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid.

1.6 **"Township"** means the Charter Township of Genoa which shall include, for purposes of this Agreement, the incorporated area of the Township.

1.7 **"Contractor"** has the meaning set forth in the first paragraph above.

1.8 **"Curbside"** means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and

vehicles for the placement of Carts, Yard Trash, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Township or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and White Goods, if such act, event, or condition is beyond Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at

the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Recyclables” shall mean items made of glass, aluminum, steel and bimetallic cans; scrap metal not exceeding three (3) feet in any dimension; plastic materials made from PET, and HDPE; newspaper; corrugated paper; and any other materials which may be agreed to from time to time between the parties.

1.16 “Residential Premises” means a dwelling within the Township occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 “Services” has the meaning set forth below in Section 2.2.

1.20 “Special Waste” means nonresidential or commercial solid wastes, other than regulated hazardous wastes, that are either difficult or dangerous to handle and require unusual management at Class Three landfills, including, but not limited to, those wastes in S.C. Code Section 44-96-390.(A).

1.21 “Term” has the meaning set forth below in Section 2.4.

1.22 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 **“White Goods”** include refrigerators, ranges, water heaters, freezers, dishwashers, trash compactors, washers, dryers, air conditioners, and commercial large appliances.

1.24 **“Yard Trash”** means solid waste consisting solely of vegetative matter resulting from landscaping maintenance.

**Section 2.0 – Scope of Agreement**

2.1 **Recitals: Conflict** The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the Township and Contractor, this Agreement shall prevail and control.

2.2 **Scope** The work under this Agreement shall consist of the collection of Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste, and White Goods by Contractor from the Residential Premises, and, if so requested by the Customer under separate agreement between the Customer and Contractor, the collection of Yard Trash from the Residential Premises, located in the Township (collectively, the “Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and White Goods by Contractor shall be mandatory for all Residential Premises in the Township, and all such Residential Premises shall be required by the Township to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 **Exclusivity** During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the right to provide the Services throughout the Township. The Township hereby grants, and the Contractor hereby accepts, the Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. The Township further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 **Term** The term of this Agreement shall be for the period beginning on October 01, 2018, and expiring on September 30, 2023 (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for additional one (3)-year terms (each a “Renewal Term” and together with the Initial Term, the “Term”) unless either party provides at least ninety (90) days prior written notice to the other party of its intent not to renew the Agreement prior to the expiration of the Initial Term. The terms and conditions of this Agreement during the Renewal Term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Agreement.

2.4.1 The Township may, after giving the Contractor one hundred eighty (180) days written notice and, to the extent permitted by law, terminate the contract, if the Township decides to eliminate its solid waste program and does not allocate funds to the program. The Township may, after



giving the Contractor seven (7) days written notice and to the extent permitted by law, terminate the agreement if the Contractor:

1. Fails to Perform the required work as specified in this Agreement as determined by the Township, and fails to correct the deficiency within thirty (30) days after receiving written notice from the Township;
2. Materially and substantially violates any municipal, local, state or federal law, rule, regulation, ordinance, or specification bearing on the performance of this agreement;
3. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
4. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency; or
5. Assigns this or any portion thereof in violation of this Agreement.

### **Section 3.0 – Contractor Responsibilities**

#### **3.1 Services Provided**

3.1.1 **Residential Solid Waste** Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 7:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date, and has the right to refuse to collect all Unacceptable Waste. Customers may request more frequent Service or special services at a price to be agreed upon by such Customer and Contractor and paid by the Customer to Contractor.

3.1.2 **Recyclables**. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises every other week at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 7:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste. Customer

may request more frequent Service or special services at a price to be agreed upon by such Customer and Contractor and paid by the Customer to Contractor.

3.1.3 Bulky Waste and White Goods Contractor shall collect Bulky Waste and White Goods from the Residential Premises that generated such Bulky Waste and White Goods, one (1) time per week, on the same day as scheduled for Residential Solid Waste collection service, at Curbside. It is the responsibility of the Customers located at the Residential Premises to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with all applicable law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to collect White Goods that do not meet these standards. Contractor shall not be deemed to be in default of this Agreement in any manner in the event Contractor fails or refuses to collect any such Bulky Waste or White Goods from any Residential Premises because the Bulky Waste and/or White Goods were not timely placed for collection at Curbside in compliance with this Agreement.

3.1.4 Yard Trash: The Contractor shall provide collection of Yard Trash from Residential Premises that have signed up for this service to be performed every other week. Residents will have the option to sign up for yard waste service at a cost of \$10.00 per Month billed directly to the homeowner by Advanced Disposal. Customers shall place Yard Trash at Curbside by 7:00 am on the designated collection day. Contractor shall not be required to collect more than 15 bags per collection of Yard Trash and any such individual Yard Trash included therewith shall not exceed four (4) inches in diameter or more than three feet in length, shall be placed in sturdy paper bags suitable for containing Yard Trash or in other suitable containers, excluding the Carts and plastic bags; or if greater than four (4) inches in diameter and not placed in a suitable container Yard Trash shall be tied in a bundle weighing not more than fifty (50) pounds. Customers shall timely place such Yard Trash at the Curbside for collection by the Contractor. Contractor shall in not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Yard Trash from any Residential Premises requesting service because such Yard Trash was not timely placed at Curbside in accordance with this Agreement.

3.1.5. Disposal of Waste Contractor may deliver all Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and/or White Goods collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

### 3.2 Carts

Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Agreement. Such Carts shall at all times remain the property of the Township. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Township's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor. Contractor shall have the right to charge Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is

required as a result of abuse, misuse or damage, fire, or theft. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Customers shall pay Contractor for each additional Cart, including the delivery of such Carts, and Contractor shall receive payment from the Customer for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement. See appendix A for additional cart pricing.

### 3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services (“Non-Curbside Service”) to Disabled Persons as identified by the Township who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the Township. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician’s certificate certifying such disability and provide the physician’s certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Yard Trash, commercial solid waste, Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

### 3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, and if applicable Yard Trash, shall be placed as close as practicable to an access point for the Contractor’s collection vehicle that permits access by Contractor’s collection vehicle to the Carts without endangering Contractor’s employees or equipment. Contractor may decline to collect any Residential Solid Waste, Bulky Waste, White Goods or Yard Trash from any Cart, container, bag or bundle not so placed or any such Residential Solid Waste not placed in the Cart in accordance with this Agreement.

### 3.5 Hours and Days of Operation; Holidays

3.5.1 Collection of Residential Solid Waste under this Agreement shall not start before 7:00 am nor continue after 7:00 pm each day and shall not take place on any Sunday.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day  
Martin Luther King Birthday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and White Goods collection service at least once per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week. The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons; provided that the Township shall be responsible for all publicizing expenses.

### 3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the Township for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to Township for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

### 3.7 Complaints; Missed Collections

3.7.1 Contractor shall furnish the Township instructions for contacting the Contractor in the event of Customer complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections (a "Missed Collection"), Contractor shall investigate and advise the Township how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure, Contractor shall collect the Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and White Goods from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on Sunday. In the event the Missed Collection was due to any act or failure to act by the Township or its employees, agents or

representatives, Contractor shall have the right to charge, and the Township agrees to pay, the Service Fees for the additional service.

### 3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be clean and kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid CDL driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

### 3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on public and private roadways accessible to standard solid waste collection vehicles. Contractor to provide standard solid waste vehicles that can access all private and public roads of the Township. The Township shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The Township shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a public or private roadway as determined by the Contractor. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

### 3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:00 a.m. to 5:00 p.m. daily Monday through Friday.

### 3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and White Goods shall be the highest priority. Except for the regular Residential Solid Waste, Recyclables, Yard Trash, Bulky Waste and

White Goods generated in the normal and ordinary course, the collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the Township shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the Township and the person or entity collecting the debris in the aftermath of a natural disaster in an effort to return the Township to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

### 3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the Township on the subject, and the Township agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

### 3.13 Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to so, in writing, by the Township. Upon further written notification by the Township, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The Township shall indemnify and hold the Contractor harmless from any claims, suits, actions, losses, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Township. The Contractor shall indemnify and hold the Township harmless from any claims, suits, actions, losses, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's failure to resume service at any location as directed by the Township.

## **Section 4.0 – Township Responsibilities**

### 4.1 Initiation of Accounts and Billing

The Township will be responsible for billing and collecting the Service Fee for the Services rendered by Contractor from all Residential Premises [based upon occupancy permits issued by the Township/tax rolls/other.] The Township will also be responsible for setting up all new accounts with respect to newly constructed Residential Premises and receiving any necessary information from such new Residential Premises and for referring the owners of such new Residential Premises to the Contractor so that the Contractor can initiate service.

#### 4.2 Public Education and Outreach

The Township will be responsible for conducting all formal public education programs and outreach related to the Services. The Township will provide all public education/information materials to the Contractor as camera-ready copy, including information to be included in packages to be distributed by the Contractor with the Carts.

#### 4.3 Service Referrals

The Township will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the Township becomes aware that are not reported directly to the Contractor.

#### 4.4 Compliance With Law

The Township shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

### Section 5.0 – Compensation

#### 5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the Township will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement. The Township shall pay the Service Fees to Contractor by the tenth (10<sup>th</sup>) day of each calendar month for the Services rendered during the previous calendar month. The Township shall submit, together with payment, a statement of the Services Fees that the Township believes to be due and owing to Contractor for the Services rendered by the Contractor during the previous calendar month (the “Statement of Fees”) based on the terms and conditions of this Agreement. Such Statement of Fees shall include the number of Residential Premises receiving the Services. The Township shall pay to the Contractor the amounts set forth in the Statement of Fees and otherwise as contemplated hereby. Upon receipt of the Statement of Fees issued by the Township, the Contractor shall notify the Township of any dispute it may have with respect to the Township’s Statement of Fees, provided that the Township shall pay all undisputed amounts in accordance with this Agreement. If the parties are unable to settle any such disputes with respect to any Statement of Fees within a commercially reasonable time, then the parties shall submit such dispute to the dispute resolution procedure set forth in Section 10.2.

5.1.2. The Township shall submit statements and collect the fees for the Services rendered by Contractor from all Residential Premises, including those accounts which are delinquent. The Contractor shall be entitled to payment for Services rendered irrespective of whether the Township collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based on the Township’s current tax records for the applicable

calendar month, unless the Township notified Contractor of a closed or delinquent account as set forth in paragraph 3.13 above.

## 5.2 Service Fee Adjustments

5.2.1 The Service Fees payable to the Contractor pursuant to this Agreement will be automatically adjusted on each one-year anniversary date of the Effective Date of this Agreement during the Term hereof, beginning on October 1, 2019, such that the Service Fees for the immediately ensuing twelve (12)-month period shall be increased based on the pricing in Attachment A

5.2.2 Township and Contractor agree that fuel prices are constantly changing at an unpredictable rate. Accordingly, Township and Contractor agree to negotiate any additional fuel recovery charges to be paid to contractor. When calculating the cost of diesel fuel, the Contractor utilizes the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, [www.eia.doe.gov](http://www.eia.doe.gov), Lower Atlantic East Lower Atlanta (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the "Index") during the preceding twelve month period of time. In the event of a request for an increase in the average Base Cost per Gallon of Diesel Fuel as reported by the Index on the Fuel Adjustment Date, Contractor shall certify to the Township the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding twelve-month period. The service fee fuel adjustment request shall then be calculated based on such number of gallons of diesel fuel multiplied by the agreed upon increase, (see schedule below). The Township's consent to pay the request for reimbursement for the increase diesel fuel costs, as calculated above, shall not be unreasonable withheld, and shall be paid as pursuant to Section 5.1 above. The schedule below is a guideline for any increase service fee:

Average Cost of Diesel Fuel per gallon	Allowable increase (subject to negotiations) per gallon
\$0.00 to \$3.50	no increase
\$3.51 to \$4.00	\$.01
\$4.01 to \$4.50	\$.51
\$4.51 to \$5.00	\$1.01
\$5.01 to \$5.50	\$1.51
\$5.51 to \$6.00	\$2.01
\$6.51 to \$7.00	\$2.51
\$7.51 to \$8.00	\$3.01

## 5.3 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Section 5.2, the Service Fees shall also be adjusted to compensate Contractor due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, due to any



increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The Township agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, Township, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, Yard Trash, Bulky Waste and/or White Goods, or the processing of Recyclables or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor shall be permitted to charge for Non-Curbside Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached two percent (2%) of Residential Premises.

#### **Section 6.0 - Indemnity**

The Contractor will indemnify, defend and hold harmless the Township, its officers, agents, and employees (the "Township Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Township Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any Township Party. The Township will indemnify, defend and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives and employees (the "Contractor Parties") from and against any and all Damages, arising out of the negligent act or failure to act of the Township Parties or any breach by the Township of any covenant, agreement, obligation, representation or warranty set forth herein; provided however, nothing herein shall require Township to indemnify, defend or hold the Contractor Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any Contractor Party.

#### **Section 7.0 – Insurance**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the Township certificates of insurance or other evidence satisfactory to the Township to effect that such insurance has been procured and is in force upon request.

Further, the Contractor shall give the Township immediate notice of any cancellation or modification of any of the insurance policies identified above. Failure to maintain adequate insurance is a sufficient reason for the Township to immediately terminate this agreement without any penalty to the Township. In the event this agreement is terminated for failure by the Contractor to maintain the amount and/or the type of insurance identified in this agreement, the Township's only obligation is to pay for the services provided by the Contractor up to the time of the termination of the agreement.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, now-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Township to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide Township with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

### **Section 8.0 – Title to Waste**

Title to the Residential Solid Waste, Yard Trash, Bulky Waste and White Goods to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the generator thereof. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

**Section 9.0 – Events of Default; Remedies**

**9.1 Events of Default by Contractor.** The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the Township, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the Township specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) days after receiving notice from the Township (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

**9.2 Events of Default by Township** The following shall constitute events of default on the part of the Township, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

- 9.2.1 A failure by the Township to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) Township's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the Township shall not be in Default if Township commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the Township shall immediately be in default of this Agreement in the event the Township fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the Township or to provide the Township with such fifteen (15) day period to cure such default; or
- 9.2.2. The Township becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay

becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

### 9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by Township in the event of such default by Contractor, Township agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor. Any rights or remedies of the Township not expressly granted in this Agreement are reserved by Township.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the Township fails to make any payment to Contractor when due as required by the provisions of this Agreement, the Township shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The Township expressly acknowledges and agrees that in such an event of default by Township, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure

Except in the case of nonpayment of the Service Fees by the Township and the agreements and obligations by the Township set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the Township and the agreements and obligations by the Township set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

**Section 10.0 – Miscellaneous Provisions**

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the Township:

Genoa Charter Township  
2911 Dorr Road  
Brighton MI 48843  
Attn: Mike Archinal  
Phone: 810.227.5225

With a copy to  
Genoa Charter Township  
2911 Dorr Road  
Brighton MI 48843  
Attn: Kelly VanMarter  
Phone: \_\_\_\_\_

As to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_

With a copy to  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

#### 10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Michigan. Any dispute or difference between or among any of the parties hereto arising out of or in connection with this Agreement or the transactions contemplated hereby which such parties are unable to resolve themselves will be submitted to a mediation process in accordance with a mutually agreeable mediation procedure, to be completed no later than thirty (30) days following a written request for mediation by either party. Any dispute which cannot be resolved through the mediation process will be submitted to and resolved by arbitration before a single arbitrator, for amounts in dispute under Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and otherwise before a panel of three (3) arbitrators, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as supplemented or modified by the provisions of this Section 10.2. The arbitrator(s) will consider the dispute at issue within one hundred twenty (120) days (or such other period as may be acceptable to the Parties to the dispute). The arbitrator(s) will be bound to follow the laws of the State of Michigan, decisional and statutory, in reaching any decision and making any award and will deliver a written award, including written findings of fact and conclusions of law, with respect to the dispute to each of the arbitrating Parties, who will promptly act in accordance therewith. Any award of the arbitrator(s) will be final, conclusive and binding on the arbitrating parties, except any party retains its right to seek judicial review of the award for the failure of the arbitrators to follow and apply Michigan law. Any party to an arbitration may enforce any award rendered pursuant to the arbitration provisions of this Section 10.2 by bringing suit in any court of competent jurisdiction. All costs and expenses attributable to the arbitrator(s) will be allocated between the parties to the arbitration in such manner as the arbitrator(s) determine to be appropriate under the circumstances. Any party may file a copy of this Section 10.2 with any arbitrator or court as written evidence of the knowing, voluntary and bargained agreement among the parties hereto with respect to the subject matter of this Section 10.2.

(b) In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

#### 10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of Township, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Township have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect

whatsoever. Contractor's personnel shall not be considered employees of the Township by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

#### 10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the Township and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

#### 10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

#### 10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

#### 10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

#### 10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Township, .

#### 10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**10.10 Representations** The Township represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the Township have been authorized to do so by specific action of ~~the Township Board~~ adopted the 18<sup>th</sup> day of June, 2018 in open meeting and of record in its official minutes.

(b) The Township validly exists as a political subdivision under the laws of the State of Michigan. The Township has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Township's Manager has duly authorized the execution and delivery of this Agreement and the Township's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Township, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the Township has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the Township's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the Township. Neither the entering into nor the performance of this Agreement by the Township will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the Township is a party or by which the Township or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the Township's knowledge and belief, threatened, relating to this Agreement. The Township will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the Township is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the Township has not received any notice of any complaint or violation of any of the foregoing. The Township will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the parties are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

TOWNSHIP OF Genoa

Kathleen R Murphy  
Witness Kathleen R Murphy

By: [Signature]  
Name: Michael C. Archinal  
Title: Manager

[Signature]  
Notary Public Kelly VanMarter

Attest: [Signature]  
Amy Ruthig

Acknowledged before me, this 8<sup>th</sup>  
day of August, 2018, a Notary Public  
in and for LIVINGSTON County,  
Michigan.  
[Signature]  
(Signature)  
NOTARY PUBLIC  
My Commission Expires 3/8 2020

ADVANCED DISPOSAL SERVICES  
\_\_\_\_\_, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_

**EXHIBIT A**

**SERVICE FEES**

**GENOA TOWNSHIP  
APPENDIX "A"**

The following is the price per unit not including any fuel adjustment charges as agreed to in section 5.2.2 of this agreement. Unit pricing includes collection, disposal and processing of Solid Waste, Recyclables and Bulk Items. Yard Waste collection will be on a subscription basis for \$10.00 per unit per month for every other week pickup with a limit of 15 bags per pickup.

Year One: October 1, 2018 to September 30, 2019	\$12.32 per unit per Month
Year Two: October 1, 2019 to September 30, 2020	\$12.68 per unit per Month
Year Three: October 1, 2020 to September 30, 2021	\$13.07 per unit per Month
Year Four: October 1, 2021 to September 30, 2022	\$13.46 per unit per Month
Year Five: October 1, 2022 to September 30, 2023	\$13.87 per unit per Month

To Board 8/20/18

**Polly**

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**From:** Joyce Matevia <jmatevia@gmail.com>  
**Sent:** Friday, August 10, 2018 8:16 PM  
**To:** Polly  
**Subject:** Election Day Thanks

Hi Polly,

Just wanted to thank you and you whole staff for the wonderful job all of you did for this election. As a co-chair for precinct 9, I know how stressful parts of the day were for us. Everytime I called or had contact with anyone on your staff, they were so very friendly, never seemed to be short or curt with our questions, and they were dealing with all the precincts.

This was not only on Tuesday. Working with Mary and Linda on the prior Saturday and Monday, I realized even more than I had thought of all the hours everyone was putting in. It was so very helpful that you personally went to each precinct to help set up the new machines.

Mary has done an excellent job coming back to the township and handling this election, especially with so many changes in the equipment. There were quite a few problems with this new equipment and many of the other co-chairs also had complaints about the equipment, but your staff were absolutely excellent.

Thank you for being there for the numerous questions and having such an excellent staff.

Joyce Matevia

To Board 8/20/18

Polly

**From:** Miller Canfield <e-alerts@millercanfield.com>  
**Sent:** Wednesday, August 01, 2018 2:34 PM  
**To:** Polly  
**Subject:** Supreme Court Upholds Authority of Michigan School Districts to Ban Firearms on School Property and at School Functions



View as web

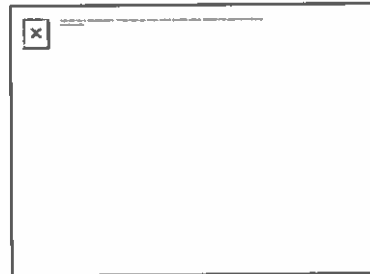
# Supreme Court Upholds Authority of Michigan School Districts to Ban Firearms on School Property and at School Functions

July 3

On Friday, July 27, 2018, the Michigan Supreme Court upheld the authority of Michigan school districts to ban firearms on school property and at school functions. The Court held that while the Legislature has the power to preempt school districts from adopting policies that regulate the possession of firearms, it has expressly chosen not to exercise that authority.

In deciding the consolidated cases of *Michigan Gun Owners, Inc. v. Ann Arbor Public Schools* and *Michigan Open Carry, Inc. v. Clio Area School District*, the Court, applying the *People v. Llewellyn* field-preemption analysis, rejected plaintiffs' claims that the Legislature intended its regulatory scheme to totally preempt all local regulation by occupying the entire field of gun regulation. To the contrary, the Court reasoned that, because the Legislature specifically did not include school districts in the definition of a "local unit of government" (which are explicitly prohibited from regulating guns under MCL 123.1101(b) and MCL 123.1102), state law expressly does not preempt school districts' authority to regulate guns; thus, a "field preemption" by implication analysis is not necessary.

While the Court's ruling upholds the authority of school districts to regulate guns on school property under current law, the Legislature could choose to exercise its power to preempt this authority at any time. Miller Canfield assisted in one of the amicus briefs filed in the case. If you have any questions about the regulation of guns on school property, please contact your Miller Canfield attorney or any of the people listed on this e-alert.



**Ronald C. Liscombe**  
+1.313.496.7906  
liscombe@millercanfield.com



**Charles T. Oxender**  
+1.313.496.7520  
oxender@millercanfield.com

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

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HERBERT WRIGHT and DONNA WRIGHT,

Appellants,

v.

Case No. 18-000106-AA  
Hon. Michael P. Hatty

GENOA TOWNSHIP ZONING BOARD OF APPEALS,

Appellee,

and

ROB BIALOWICZ and SANDRA BIALOWICZ,  
Interested Parties.

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HALM & PRINE, P.C.  
By: Thomas A. Halm (P36748)  
*Attorneys for Appellants*  
2130 West Grand River  
P.O. Box 686  
Howell, Michigan 48844-0686  
P: (517) 548-5310  
F: (517) 548-5650  
E: [hcppc@sbcglobal.net](mailto:hcppc@sbcglobal.net)

SEWARD HENDERSON PLLC  
By: T. Joseph Seward (P35095)  
*Attorneys for Appellee, Genoa Township*  
210 East 3rd Street, Suite 212  
Royal Oak, Michigan 48067  
P: (248) 733-3580  
F: (248) 733-3633  
E: [jseward@sewardhenderson.com](mailto:jseward@sewardhenderson.com)

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**APPELLEE, GENOA TOWNSHIP ZONING BOARD OF APPEALS',**  
**RESPONSE TO APPELLANTS' MOTION FOR STAY OF ENFORCEMENT**

NOW COMES Appellee, GENOA TOWNSHIP ZONING BOARD OF APPEALS', by and through its attorneys, SEWARD HENDERSON PLLC, and in response to Appellants' Motion for Stay of Enforcement, states as follows:

1. That MCR 7.122(2) and MCR 7.123(E) do not provide support for the relief sought, neither court rule addresses the issuance of a stay of proceedings.

A. Denied for the reason it is untrue.

B. Denied for the reason it is untrue.

C. In response to subparagraph (C), Genoa Township submits that adequate supply of air and light to the adjacent property will not be affected by the variance issued to Rob and Sandra Bialowicz.

D. Denied for the reason it is untrue.

2. Appellant has failed to comply with the court rules. MCR 7.108 sets forth the procedure upon which a stay of proceedings can be issued in an appeal to the circuit court.

3. That MCR 7.108(B)(2) clearly states that an appeal does not operate as an automatic stay.

4. That furthermore, Appellants have not complied with MCR 2.119(2) which requires that a motion that presents an issue of law must be accompanied by a brief citing the authority on which it is based and must comply with the provisions of MCR 7.215(C). Here, Appellants have not filed a brief, have cited no authority upon which this court can issue a stay.

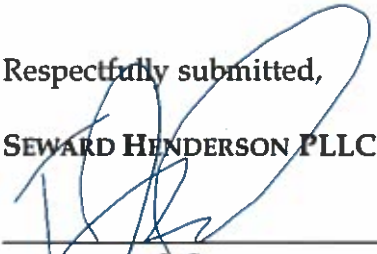
5. In essence, Appellants are seeking a preliminary injunction which is generally considered equitable relief. See *Michigan AFSCME Council 25 v Woodhaven-Brownstown School District*, 293 Mich App 143 (2011). Appellants have not met the burden for the issuance of a preliminary injunction.

6. That Appellants have not set forth the basis upon which this court could grant an injunction, it is not the duty of the court to find support for a party's position. See *Mitcham v Detroit*, 355 Mich 182, 203 (1959).

WHEREFORE, The Genoa Township Zoning Board of Appeals respectfully requests this court to deny Appellants' request for stay.

Respectfully submitted,

**SEWARD HENDERSON PLLC**



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By: T. Joseph Seward (P35095)  
*Attorneys for Appellee, Genoa Township*  
210 East 3rd Street, Suite 212  
Royal Oak, Michigan 48067  
P: (248) 733-3580  
F: (248) 733-3633  
E: [jsweward@sewardhenderson.com](mailto:jsweward@sewardhenderson.com)

Dated: August 13, 2018

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

---

**HERBERT WRIGHT and DONNA WRIGHT,**

Appellants,

v.

Case No. 18-00106-AA  
Hon. Michael P. Hatty

**GENOA TOWNSHIP ZONING BOARD OF APPEALS,**

Appellee,

and

**ROB BIALOWICZ and SANDRA BIALOWICZ,**  
Interested Parties.

---

**HALM & PRINE, P.C.**  
By: Thomas A. Halm (P36748)  
*Attorneys for Appellants*  
2130 West Grand River  
P.O. Box 686  
Howell, Michigan 48844-0686  
P: (517) 548-5310  
F: (517) 548-5650  
E: [hcppc@sbcglobal.net](mailto:hcppc@sbcglobal.net)

**SEWARD HENDERSON PLLC**  
By: T. Joseph Seward (P35095)  
*Attorneys for Appellee, Genoa Township*  
210 East 3rd Street, Suite 212  
Royal Oak, Michigan 48067  
P: (248) 733-3580  
F: (248) 733-3633  
E: [jseward@sewardhenderson.com](mailto:jseward@sewardhenderson.com)

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**BRIEF IN SUPPORT OF**  
**APPELLEE, GENOA TOWNSHIP ZONING BOARD OF APPEALS',**  
**RESPONSE TO APPELLANTS' MOTION FOR STAY OF ENFORCEMENT**

**UNDERLYING FACTS**

On June 19, 2018 Interested Parties, Rob and Sandra Bialowicz submitted their request for a variance for their property on Lake Chemung. They sought to demolish an



existing garage, construct a new one attached to their residence along with constructing a covered porch. Please see *Exhibit 1*, application for variance, dated May, 29, 2018. Attached as *Exhibit 2* is the site plan showing that the new construction would be in line with the existing house, that is, that it would not further encroach upon the easterly boundary of the property. Attached as *Exhibit 3* is a goggle map photograph of 1370 Elmhurst (the Bialowicz' property) as well as the home of Appellants, Herbert and Donna Wright.

On June 19, 2018, the Genoa Charter Township Zoning Board of Appeals met and discussed, among other items, the request for variance by the Bialowicz. At the hearing, Mr. and Mrs. Bialowicz explained their plans to demolish the existing detached garage, construct an attached garage as well as a porch. Although a call to public was made, no one, including the Wrights, appeared before the Zoning Board of Appeals to oppose the variance. Likewise the ZBA did not receive any correspondence or communications from anyone voicing opposition to the variance. After reviewing the site plan, among other items, and listening to the Bialowicz, the Board voted unanimously to approve the variance. Please see pages 7 and 8 of *Exhibit 4*, the minutes of the June 19, 2018 ZBA meeting.

#### PROCEDURAL HISTORY

At the July 17, 2018 meeting of the ZBA, the ZBA approved the minutes of the June 19, 2018 meeting. Please see *Exhibit 5*, unapproved minutes of the July 17, 2018 meeting of the Zoning Board of Appeals for the Charter Township of Genoa. On or about August 6, 2018 Plaintiff filed their claim of appeal, one day before the expiration of said appeal

time period, MCL 125.3606. Attached as *Exhibit 5* to the appeal is a petition. The court should note that the signatures on the petition all occurred well after the application for a variance was submitted, well after the hearing date in June, and shortly before the expiration of the period of time in which to submit the appeal.

Moreover, on August 6, 2018 Appellants filed a motion for stay of enforcement. Appellants did not cite any authority upon which this court can issue a stay nor did Appellants provide the court with a brief in support of their motion for stay in contravention to MCR 2.119(A)(1)(b) and (2). Genoa Township Zoning Board of Appeals (ZBA) opposes the issuance of an order staying enforcement.

#### **APPELLANTS FAILED TO COMPLY WITH THE COURT RULES**

MCR 7.108 sets forth the procedure for a party seeking a stay pending an appeal. MCR 7.108(A)(1) requires that such a motion must be decided by the lower court first. In addition, MCR 7.110 clearly states that any motion filed in the circuit court as an appellate court must comply with MCR 2.119. MCR 2.119(A)(1) requires that a motion ... "(b) state with particularity the grounds and authority on which it is based." MCR 2.119(2) further requires that any motion that presents an issue of law must be accompanied by a brief citing the authority upon which it is based.

Here, Appellants cite no authority upon which this court can grant the relief requested by Appellants, Mr. and Mrs. Wright. At no time have the Appellants ever appeared before the ZBA to voice their opposition to the variance sought by the Bialowicz nor requesting a stay of enforcement. Furthermore, Appellants have simply filed what appears to be a one and a half page motion entitled, "MOTION FOR STAY OF

ENFORCEMENT," citing no authority and failing to attach a brief as required by MCR 2.119. On that basis alone, this court should deny the motion.

As the appellate courts have stated, this court is not required to do legal research for the Appellants. The court's role is not to find authority for the proposition advanced by the Appellants, *Mitcham v Detroit*, 355 Mich 182, 203 (1959). Thus, this court would be well justified in denying the relief sought on the basis that the Appellants have failed to properly support their motion.

#### APPELLANTS ARE NOT ENTITLED TO A STAY OF ENFORCEMENT

The Appellants apparently are trying to forestall the Bialowicz from demolishing the existing garage and starting construction on the attached garage and front porch. A preliminary injunction is generally considered equitable relief, *Michigan AFSCME Council 25 v Woodhaven-Brownstown School District*, 293 Mich App 143, 145 (2011). When applying this equitable relief, a court must consider (1) the likelihood that the appellant will prevail on the merits; (2) the danger that the appellant seeking the injunction will suffer irreparable harm if the injunction is not issued; (3) the risk that the appellant seeking the injunction would be harmed more by the absence of an injunction than the opposing party would be by granting the relief; and (4) the harm to the public interest if the injunction is issued. See *Michigan AFSCME Council 25*, id at 148.

First, the equities do not weigh in favor of the Appellants. The Appellants chose not to voice any opposition to the variance until the last moment. A meeting of the ZBA took place on June 19, 2018 and at no time did the Wrights appear at the hearing nor did they send any communication to the ZBA expressing their concerns. Instead, the Wrights

apparently laid in the weeds waiting to the last moment to oppose the variance by filing the appeal one day before the expiration of the time period to do so. Equity does not support the Wrights' waiting.

In addition, the Wrights are not likely to prevail on the merits. The Wrights appear to mislead this court by suggesting that the new construction will further encroach upon their property. *Exhibit 2* is the site plan. To the east is the property line of the Wrights. The site plan shows that the new construction will not encroach upon the already existing five-foot setback between the Bialowicz' property and the Wrights. Moreover, *Exhibit 3* is a Goggle map overhead view of the Bialowicz property as well as the Wright property. This map shows a considerable amount of already existing vegetation and trees. To now suggest that somehow an attached garage or covered porch would impair their view of a sunset is unfounded.

Additionally, the findings of the ZBA must be accorded great deference, *Risko v Grand Haven Charter Township Zoning Board of Appeals*, 284 Mich App 453, 458 (2009). The court is not to draw its own conclusions from the evidence presented to the ZBA or substitute its discretion for the discretion of the ZBA, *Edward EDWC Levy Co v Marine City Zoning BD of Appeals*, 293 Mich App 333 at 341 (2011). Applying that standard here, the ZBA acted appropriately. The ZBA was provided a site plan which showed that the proposed construction would not further encroach upon the already existing five-foot setback. No one voiced their opposition to the request for variance. The members of the ZBA, being residents of Genoa Township, are familiar with Lake Chemung and the growth of vegetation including trees that surround this lake. Likewise, the ZBA members

are familiar with the oddly-shaped properties and the limitations those oddly-shaped properties place upon property owners. These factors were taken into consideration by the ZBA when it approved the variance for the Bialowicz and should be given deference. As such, the Wrights' chances of succeeding are minimal at best.

Furthermore, the Appellants do not set forth any facts upon which the court could find that they have met the other elements that would entitle them to a preliminary injunction. The Appellants do not set forth any factual basis that would support a finding that they will suffer irreparable harm and that the risk of their harm would be greater than that sustained by the Bialowicz. Moreover, the public will be harmed should an unsupported motion for stay is granted.

The Township is mandated to go through procedures when a variance is sought. First, the Township is required to post a notice of the hearing at least 15 days before the hearing in a newspaper of general circulation. MCL 125.3103(1). Additionally, the Township is obligated to send notice to property owners within three hundred (300) feet of the property. MCL 125. 3103(2). Then the Township convenes a meeting of volunteers to be on the Zoning Board of Appeals and consider the application, the staff's review and comments from the public. The purpose behind the statute is to make sure that government acts in a transparent fashion. Here, the Township went through the time and expense of holding a hearing. To now allow the Appellants to come before this court at the last moment and urge upon it to stay further activities contravenes the purpose behind giving out notice and holding a public hearing. The essence of Appellants' appeal and the present motion for stay is to try to convince this court to act as a super ZBA.

This harms the public. The public has a right to rely upon the statutory notice and hearing requirements. Applicants, Mr. and Mrs. Bialowicz are members of the public and are entitled to rely upon these procedures just as any other member of the public. To now circumvent that procedure is to cause harm to the public.

**CONCLUSION**

For the reasons set forth above, the Charter Township of the Genoa Zoning Board of Appeals respectfully requests this court to deny the Appellants' motion for stay. The failure to comply with the court rules together with the complete failure to provide any authority upon which they seek relief justifies the court denying the motion.

Respectfully submitted,

  
SEWARD HENDERSON PLLC

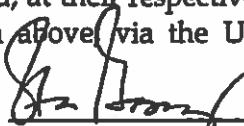
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By: T. Joseph Seward (P35095)  
*Attorneys for Appellee, Genoa Township*  
210 East 3rd Street, Suite 212  
Royal Oak, Michigan 48067  
P: (248) 733-3580  
F: (248) 733-3633  
E: [jsweward@sewardhenderson.com](mailto:jsweward@sewardhenderson.com)

Dated: August 13, 2018

**PROOF OF SERVICE**

I hereby certify that I did cause the foregoing and this Proof of Service to be served upon all counsel of record, at their respective address of record as indicated on the caption herein above via the U.S. Postal Service, on August 13, 2018.



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Stine Gandy, Legal Assistant  
Seward Henderson PLLC  
[legal-asst@sewardhenderson.com](mailto:legal-asst@sewardhenderson.com)

# EXHIBIT 1



**GENOA CHARTER TOWNSHIP VARIANCE APPLICATION**  
 2911 DORR ROAD | BRIGHTON, MICHIGAN 48116  
 (810) 227-5225 | FAX (810) 227-3420

**PROPERTY MUST BE STAKED SHOWING  
 REQUESTED SETBACKS 7 DAYS PRIOR TO  
 MEETING DATE.  
 FAILURE TO STAKE COULD RESULT IN  
 POSTPONEMENT OR DENIAL OF PETITION.**

Case # 18-18 Meeting Date: June 19, 2018

PAID Variance Application Fee  
 \$125.00 for Residential | \$300.00 for Commercial/Industrial

Applicant/Owner: Rob + Sandra Bialowicz Email: sandrabialowicz@yahoo.com

Property Address: 1310 Elmhurst Phone: 810 650-8432

Present Zoning: LRR Tax Code: 4-711-10-202-006

**ARTICLE 23** of the Genoa Township Zoning Ordinance describes the Variance procedure and the duties of the Zoning Board of Appeals (see attached).

Each application for Variance is considered individually by the ZBA. The ZBA is board of limited power; it cannot change the Zoning Ordinance or grant relief when it is possible to comply with the Zoning Ordinance. It may provide relief where due to unique aspects of the property with strict application of the zoning ordinance to the land results in practical difficulties or unnecessary hardship.

The applicant is responsible for presenting the information necessary to support the relief requested. While much of the necessary information is gathered through the completed applicant, other information may be gathered by on-site visits, other sources, and during the ZBA meeting. ZBA members may visit the site without prior notification to property owners.

**Failure to meet the submittal requirements and properly stake the property showing all proposed improvements may result in postponement or denial of this petition.**

Please explain the proposed variance below:

1. Variance requested: Water front

2. Intended property modifications: Square-up Waterfront Property,  
(L.C.A.I.)  
Covered Porch and Attached Garage



The following is per Article 23.05.03:

**Criteria Applicable to Dimensional Variances.** No variance in the provisions or requirements of the Ordinance shall be authorized by the Board of Appeals unless it is found from the evidence that all of the following conditions exist:

Under each please indicate how the proposed project meets each criteria.

**Practical Difficulty/Substantial Justice.** Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would unreasonably prevent the use of the property. Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district and is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning district and vicinity of the subject parcel.

Yes

**Extraordinary Circumstances.** There are exceptional or extraordinary circumstances or conditions applicable to the property or the intended use which are different than other properties in the same zoning district or the variance would make the property consistent with the majority of other properties in the vicinity. The need for the variance was not self-created by the applicant.

No

**Public Safety and Welfare.** The granting of the variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the Township of Genoa.

No

**Impact on Surrounding Neighborhood.** The variance will not interfere with or discourage the appropriate development, continued use, or value of adjacent properties and the surrounding neighborhood.

No

Any Variance not acted upon within 12 months from the date of approval is invalid and must receive a renewal from the Zoning Board of Appeals (ZBA).

After the decision is made regarding your Variance approval a land use permit will be required with additional site plan and construction plans.

Date:

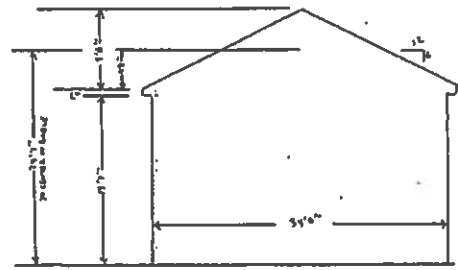
7/29/18

Signature:

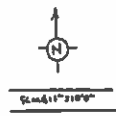
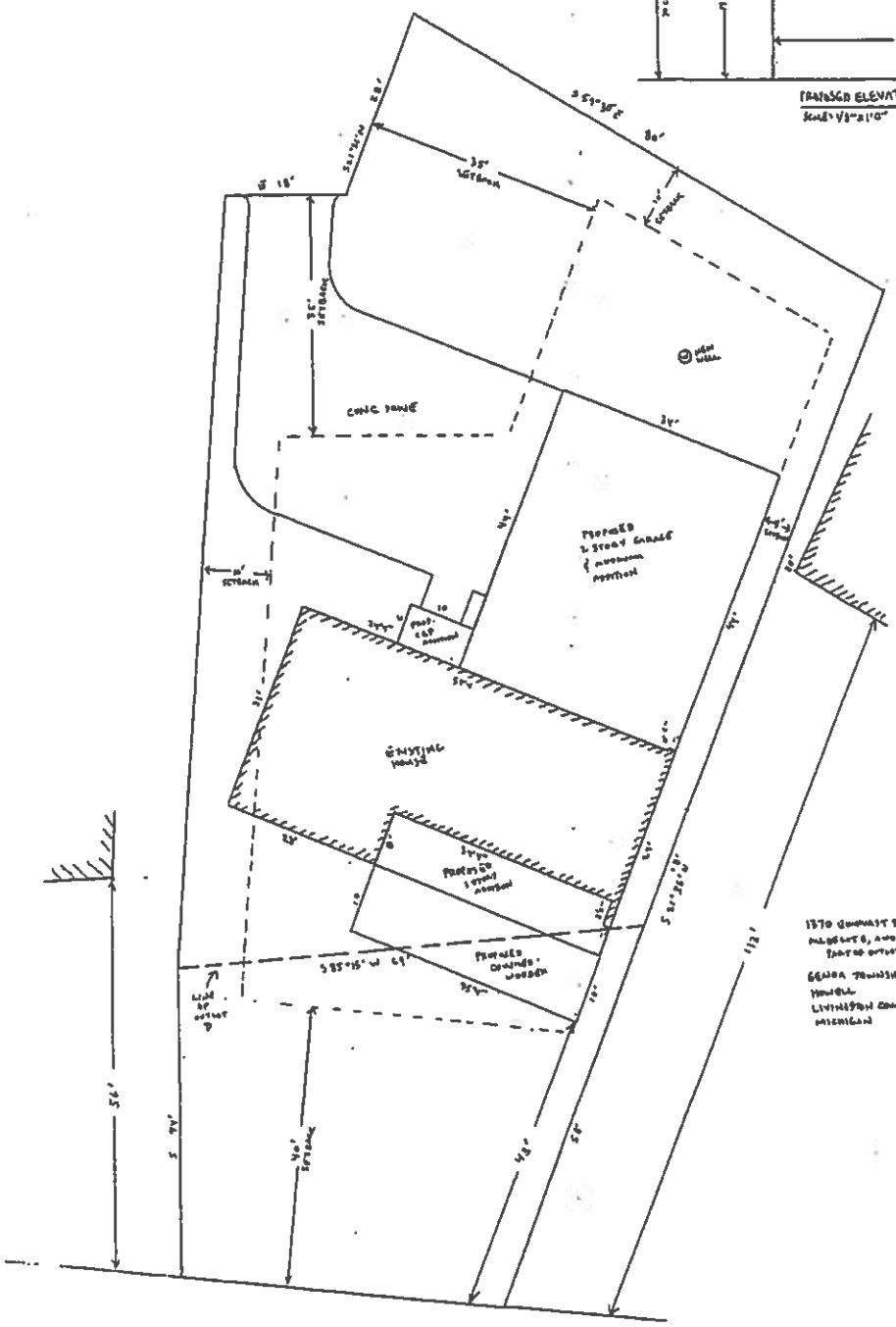
Andre B. Lawicz

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# EXHIBIT 2



TRANSVERSE ELEVATION  
Scale: 1/8" = 1'-0"



1370 GUNNIST BANGS  
 MASTER & ONE PART OF LOT 7 of B&O  
 TOWNSHIP OF GUNNIST DISTRICT  
 GUNNIST TOWNSHIP  
 HOWELL  
 LIVINGSTON COUNTY  
 MICHIGAN

# EXHIBIT 3

Google Maps 1370 Elmhurst Dr



Imagery ©2018 Google, Map data ©2018 Google 20 ft

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# EXHIBIT 4

**GENOA CHARTER TOWNSHIP  
ZONING BOARD OF APPEALS  
June 19, 2018 - 6:30 PM**

**MINUTES**

**Call to Order:** Vice Chairperson McCreary called the regular meeting of the Zoning Board of Appeals to order at 6:33 pm at the Genoa Charter Township Hall. The members and staff of the Zoning Board of Appeals were present as follows: Marianne McCreary, Jean Ledford, Bill Rockwell, Greg Rassel, and Amy Ruthig, Zoning Official. Absent was Dean Tengel.

**Pledge of Allegiance:** The Pledge of Allegiance was recited.

**Introduction:** The members of the Board introduced themselves.

**Approval of the Agenda:**

Moved by Board Member Rassel, seconded by Board Member Rockwell, to approve the agenda as presented. **The motion carried unanimously.**

**Election of Officer**

Moved by Board Member Rassel, seconded by Board Member Rockwell, to table the Election of Officer until the July 17, 2018 Zoning Board of Appeals Meeting because there is not a full board present. **The motion carried unanimously.**

**Call to the Public:**

The call to the public was made at 6:35 pm with no response.

1. 18-10 ... A request by David and Deborah Sullivan, 5372 Wildwood Drive, for a size variance and a variance to construct a detached accessory structure in the front yard (Tabled 5-15-18).

Mr. David Sullivan and his friend, Mike Gehring of 959 Brighton Lake Road, were present. Mr. Sullivan stated that he cannot build the structure and meet the ordinance requirement because of the hill on his property. He is also requesting a square footage variance. The existing carport is being calculated in the square footage maximum allowed. If that was not included, he would be within the requirement. He would be willing to decrease the size of the building to meet the size requirement.

He stated he would be using the building for storage, an art room for his wife, and a recreation area for himself and his grandchildren. Only one car will be able to park inside.

The call to the public was made at 6:52 pm with no response.

**Moved by Board Member Ledford, seconded by Board Member Rassel, to deny the petitioner's request for a size variance of 24 square feet due to no evidence to support practical difficulty or substantial justice. The motion carried unanimously.**

**Moved by Board Member Rockwell, seconded by Board Member Rassel, to approve the variance request for Case #18-10 for 5372 Wildwood Drive by David and Deborah Sullivan to construct a detached accessory structure in the front yard due to the following findings of fact:**

- **Strict compliance with the ordinance would not allow the applicant to construct the detached accessory structure in the desired location.**
- **It does appear there exist multiple detached accessory structures in the vicinity that do not meet the setback requirements; therefore, the variance may provide substantial justice to the property.**
- **The exceptional or extraordinary condition of the property is the topography of the lot and the lot is a through lot, which has two front lot lines.**
- **The need for the variance to construct a detached accessory structure in the front yard is not self-created.**
- **The granting of this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the Township of Genoa.**
- **The proposed variance would have little or no impact on the appropriate development, continued use or value of adjacent properties and the surrounding neighborhood.**

**Approval of this variance is conditioned upon the following:**

- 1. Drainage from the detached structure must be maintained on the lot.**
- 2. The structure must be guttered with downspouts.**
- 3. The maximum average height of the structure cannot exceed 14 feet.**

**The motion carried unanimously.**

- 2. 18-13 ... A request by Joe and Ann Holubka, 895 Sunrise Park, for a front yard variance to demolish an existing home and construct a new home.**

Mr. and Mrs. Holubka were present. Mrs. Holubka stated the residence is currently used as a cottage and they would like to remove this structure and build a permanent home. The hardships are that the property is an odd shaped lot which would prevent



the design of a marketable house. The existing house was built prior to the zoning ordinance and is already a non-conforming structure. They are proposing to build the new house very close to the footprint of the original home. The setback along the water will be further from where the home is currently. This variance will not interfere or discourage the appropriate development, continued use or value of adjacent properties in the surrounding neighborhood. The proposed home is reasonably sized for the lot and consistent with surrounding homes

The call to the public was made at 7:04 pm..

Tim Robinson of 903 Sunrise Park believes this new home would be an asset to the neighborhood.

The call to the public was closed at 7:05 pm.

Vice-Chairperson McCreary read two letters of support for the applicant from Lyn Hewitt of 837 Sunrise Park and Brett Gierak of 921 Sunrise Park.

**Moved by Board Member Ledford, seconded by Board Member Rassel, to approve Case #18-13 for 895 Sunrise Park by Joe and Anne Holubka of 19230 Augusta Ct, Livonia for an 3 foot 1 inch front yard setback variance from the required 35 feet for a setback of 26 feet 11 inches in order to demolish the existing home and construct a new single family home with the existing garage attached. The existing garage would be considered illegal and non-conforming if left unattached. The applicant will bring the new home in conformance with the waterfront setback. The variance is recommended for approval due to the following findings of fact:**

- Granting this variance would offer substantial justice to the applicant. Homes in the immediate area have similar setbacks.
- The exceptional or extraordinary condition of the property is the small lot size and location of the existing home with attached garage, which will remain.
- The need for the variance is not self-created and is not encroaching closer to the front property line than the attached garage; therefore, there is no increase in non-conformity.
- The variance would make the property consistent with the surrounding area.
- The granting of this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the Township of Genoa.
- The proposed variance would have little or no impact on the appropriate development, continued use or value of adjacent properties and the surrounding neighborhood.

Approval of this variance is conditioned upon the following:

**6-19-18 ZBA Approved Minutes**

1. The applicant shall be required to completely remove the remaining garage structure if construction on the new principal residence is not commenced within 90 days of the removal of the existing home.
2. Township staff shall have discretion to approve extensions to the above deadline under proven special or extenuating circumstances, but in no case shall that extension exceed six months for Item #1.
3. The final architectural design shall not exceed the maximum 24 foot height requirement.
4. The structure must be guttered with downspouts.
5. Dust control measures shall be taken during demolition of the existing home.

**The motion carried unanimously.**

3. 18-14 ... A request by Randy and Marjorie Czajka, 6550 Challis Court, for a front yard variance to construct an addition to an existing home.

Mr. and Mrs. Czajak were present. They are requesting a front yard setback variance to put on an addition to an existing home. The hardships are the extreme slope of the lot and the locations of the well and septic, which are all located in areas where they would be able to put on an addition. Their house with the addition will be consistent with homes in the neighborhood and will not have a negative impact on their neighbors.

It was noted the front yard setback is currently non-conforming.

The call to the public was made at 7:20 pm with no response.

Vice-Chairperson McCreary stated a letter was received from several neighbors who are in support of the addition.

Moved by Board Member Ledford, seconded by Board Member Rassel, to approved Case #18-14 for 6550 Challis Road by Randy and Marjorie Czajka for a 44 foot 4 inch front yard setback variance from the required 50 feet to a 5 foot 8 inch front yard setback to construct an addition to an existing single-family home based on the following findings of fact:

- Strict compliance with the front yard setback would prevent the applicant from constructing the addition; however, the use of the property for a single-family residence as it has been for the last 13 years is not impacted.
- Granting the variance would allow the home to be similar in size and features to other homes in the vicinity. There are homes in the immediate area that appear to have non-conforming setbacks.
- The exceptional or extraordinary condition of the property is the topography of the lot, location of the existing home, and the location of the well and septic.
- The need for this variance is non self-created.

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- The granting of this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the Township of Genoa.
- The proposed variance would have little or no impact on the appropriate development, continued use or value of adjacent properties and the surrounding neighborhood.

Approval of this variance is conditioned upon the following:

1. Drainage from the structure must be maintained on the lot.
2. The structure must be guttered with downspouts.  
**The motion carried unanimously.**

4. 18-15 ... A request by Jeanne Young and Bonnie Appell, 7505 Herbst Road for a height and impervious variance to allow a privacy fence in the side and front yard.

Katherine Riesterer, legal counsel for the applicant, and Jeanne Young were present. Ms. Riesterer stated the contractor constructed the fence and he did not obtain a permit. Prior to the applicant coming before the ZBA, the neighbor filed a lawsuit, that is still pending, because they believe the fence is located on their property.

The applicant would like to wait until the court case is settled before the Township makes a determination on the variance request

The call to the public was made at 7:30 pm.

Mr. Martin Popp of 7485 Herbst Road stated that he is the neighbor who is involved in the lawsuit with the applicant. No permits were pulled to construct the fence. He had an engineer do a survey and it showed that the fence is built on his property. He has asked the applicants to move the fence off of his property and they have refused. He would request the Township deny the height and location variances for the fence.

The call to the public was closed at 7:34 pm.

**Moved by Board Member Rockwell, Seconded by Board Member Rassel, to table Case #18-15 until the next scheduled ZBA meeting following the court ruling on the pending lawsuit. The motion carried unanimously.**

5. 18-16 ... A request by James Mitte, 5248 Prairie View, for a side yard variance to construct a detached accessory structure.

Mr. Mitte was present. They would like to add a detached garage and are requesting a five-foot side-yard variance. The practical difficulty is that the lot drops 25 to 30 feet from one side to the other. There is currently less than 25 feet from the current garage

to their side property line. He noted that when the home was built in 1976, part of their driveway and the retaining wall was put on the neighboring property. The location of the septic field prohibits him from moving the garage to meet the setback. There are other homes in the neighborhood who have detached garages. The garage will be 20 feet wide, which is four feet less than a standard garage.

The call to the public was made at 7:50 pm with no response.

The Board discussed the lack of a hardship or practical difficulty and that the request for the variance is self-created.

Vice-Chairperson McCreary advised the applicant that there is not a full Board this evening, so he has the option to table his request until there are more members present or he could amend his request and return to a future meeting.

**Moved by Board Member Rassel, seconded by Board Member Ledford, to table Case #18-16 per the petitioner's request until the July 17, 2018 ZBA meeting. The motion carried unanimously.**

6. 18-17 ... A request by Robert and Jennifer Marschall, 936 White Willow, for a front yard variance to construct an addition to an existing home.

Tom Ballou, the architect, and Robert Marschall, the property owner, were present. Mr. Ballou stated that the practical difficulty is the unusually shaped lot. They are proposing a front addition; however, due to the shape of the lot, they are requesting a side yard setback variance. Because of where the house is located on the lot and the shape of the lot, the applicant would not be able to add an addition without a variance.

Board Member Rassel noted that if the road was straight and not in a cul-de-sac, the applicant would not require a variance. Ms. Ruthig confirmed that statement.

The call to the public was made at 8:07 pm with no response.

**Moved by Board Member Rassel, seconded by Board Member Ledford, to approve Case #18-17 from Robert and Jennifer Marschall for a front yard setback variance of 12 feet from the required 35 feet for a 23 foot side yard setback based on the following findings of fact:**

- Granting the variance would allow an addition to the home consistent with the building lines of other homes in the neighborhood, which are not on the inside curve of a cul-de-sac.
- The exceptional or extraordinary condition of the property is the location of the existing home and the curve of the front yard lot line that follows the road, which encroaches into what would typically be considered the side yard.
- The need for the variance is not self-created.

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- The granting of this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the Township of Genoa.
- The proposed variance would have little or no impact on the appropriate development, continued use or value of adjacent properties and the surrounding neighborhood.

This recommendation is based on the following conditions:

1. Drainage from the structure must be maintained on the lot.
2. The structure must be guttered with downspouts

**The motion carried unanimously.**

7. 18-18 ... A request by Rob and Sandra Bialowicz, 1370 Elmhurst, for a waterfront and side yard variance to construct an addition to an existing home.

Mr. and Mrs. Bialowicz were present. Mr. Bialowicz stated they are proposing to demolish the existing detached garage and construct an attached garage and an addition to the home. The hardships are the odd-shaped lot and the location of the existing home. They will not be encroaching further into the side yard setback than where the existing detached garage is currently located.

The existing home currently encroaches into the waterfront setback. However, since they will be covering the porch, it will increase the waterfront variance to 41.5 feet.

The call to the public was made at 8:30 pm with no response.

**Moved by Board Member Ledford, seconded by Board Member Rassel, to approve Case #18-18 for 1370 Elmhurst Drive by Rob and Sandra Bialowicz of 5743 Long Pointe Drive, Howell for 41.5 foot waterfront setback variance from the required 84.5 feet for a 43 foot waterfront setback, and a side yard setback of 5 feet from the required 10 feet for a 5 foot setback in order to construct an addition to an existing home by demolishing an existing detached accessory structure and constructing an attached garage to the existing single-family home based on the following findings of fact:**

- The Township Assessor has verified that the applicant does own to the water's edge since the location of the waterfront property line on the drawing varies considerably from the parcel aerial overlay on the GIS map.
- Strict compliance with the waterfront and side yard setback would prevent the applicant from constructing the addition to the existing single-family home as proposed. The applicant is proposing to not encroach any further into the side yard setback as the current house location. There are other homes in the vicinity with reduced water front yard setbacks that would support substantial justice.

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- The exceptional or extraordinary condition of the property is the non-conforming location of the existing home, narrow lot, and the adjacent lot is not in the same plat; therefore a deeper lot allows for a larger setback, which impacts the setback for the adjacent site.
- Granting this variance would make it consistent with many homes in the vicinity.
- The need for the variance is not self-created.
- Granting this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the Township of Genoa.
- Granting this variance would have little or no impact on the appropriate development, continued use or value of adjacent properties and the surrounding neighborhood.

Approval of this variance is conditioned upon the following:

1. Drainage from the structure must be maintained on the lot.
2. The structure must be guttered with downspouts.

**The motion carried unanimously.**

8. 18-19 .... A request by Marcel Normand, 4137 Clifford Drive, for a variance to create a lot with a detached accessory structure without a principal structure to be able to split the property.

Ms. Ruthig stated that Mr. Normand requested to have his application tabled until the next ZBA meeting

**Moved by Board Member Rassel, seconded by Board Member Rockwell, to table Case #18-19 until the July 17, 2018 Zoning Board of Appeals Meeting. The motion carried unanimously.**

**Administrative Business:**

1. Approval of the minutes for the May 15, 2018 Zoning Board of Appeals Meeting.

There were some typographical changes that needed to be made.

**Moved by Board Member Ledford, seconded by Board Member Rassel, to approve the May 15, 2018 Zoning Board of Appeals Meeting minutes with the changes noted. The motion carried unanimously.**

2. Correspondence –

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**Ms. Ruthig introduced Michelle Kreutzberg, who is the new Alternate Board Member for the ZBA.**

**3. Township Board Representative Report - Board Member Ledford provided a review of the Township Board meetings held on May 21, June 4, and June 18, 2018.**

**4. Planning Commission Representative Report – Board Member McCreary provided a review of the Planning Commission meeting held on June 11, 2018.**

**5. Zoning Official Report – Ms. Ruthig provided a review of the applications for July's meeting.**

**6. Member Discussion**

**There were no items discussed this evening.**

**7. Adjournment**

**Moved by Board Member Rassel, seconded by Board Member Ledford, to adjourn the meeting at 9:16 pm. The motion carried unanimously.**

**Respectfully submitted:**

**Patty Thomas, Recording Secretary**

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# EXHIBIT 5



**GENOA CHARTER TOWNSHIP  
ZONING BOARD OF APPEALS  
July 17, 2018 - 6:30 PM**

**MINUTES**

**Call to Order:** Ms. VanMarter called the regular meeting of the Zoning Board of Appeals to order at 6:30 pm at the Genoa Charter Township Hall. The members and staff of the Zoning Board of Appeals were present as follows: Jean Ledford, Greg Rassel, Michelle Kreuzberg, and Kelly VanMarter, Community Development Director/Assistant Township Manager. Absent were Marianne McCreary, Dean Tengel, and Bill Rockwell.

**Pledge of Allegiance:** The Pledge of Allegiance was recited.

**Election of Officer**

Ms. VanMarter noted that because the Chairperson and Vice-Chairperson are absent, a temporary chairperson will need to be elected for tonight's meeting.

**Moved** by Board Member Ledford, seconded by Board Member Kruetzberg, to elect Board Member Rassel as Chairman for tonight's meeting. **The motion carried unanimously.**

Chairman Rassel advised the applicants that there are only three members of the Board present this evening, and the Chairperson and Vice-Chairperson are two of the members that are absent so an approval will require a unanimous vote of all members present. Petitioners have the option to table their request until there is a full board present.

**Introduction:** The members of the Board introduced themselves.

**Approval of the Agenda:**

Chairman Rassel noted that two of the Case #'s are listed incorrectly on the agenda. Case #18-22 should be Case #18-21 and Case #18-23 should be Case #18-22.

**Moved** by Board Member Ledford, seconded by Board Member Kruetzberg, to approve the agenda as amended. **The motion carried unanimously.**

**Call to the Public:**

The call to the public was made at 6:35 pm with no response.

1. 18-16 ... A request by James Mitte, 5248 Prairie View, for a side yard variance to construct a detached accessory structure (Tabled from previous meeting).

Mr. Mitte was present. He stated he would like to add a detached garage and is requesting a five-foot side-yard variance. Since he was before the Board last month, he learned the location of the septic field. He provided a new drawing showing where it is in relation to the proposed garage. He noted the health department requires a 10-foot setback from the septic field to any structure. He would not be able to meet this requirement and move the garage further back because of the topography of his property.

The call to the public was made at 6:40 pm with no response. Chairman Rassel noted that letters of support were received from two of Mr. Mitte's neighbors.

**Moved by Ledford, seconded by Kreutzberg, to approve Case #18-16 for 5248 Prairie View for James Mitte for a five foot side-yard setback variance from the required 10 feet for a five foot side-yard setback to construct a 20 x 36 (720 square foot) detached accessory structure based on the following findings of fact:**

- The slope of the land drops approximately 25 to 35 feet from one side to the the other
- Part of the applicant's driveway and retaining wall was put on the neighbor's property
- The extraordinary circumstances are the location of the septic field behind the house and the orientation of the home and driveway location on the lot.
- The granting of this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the residents of the Township of Genoa.
- The proposed variance would have little or no impact on the appropriate development, continued use or value of adjacent properties and the surrounding neighborhood.

Approval of this variance is conditioned upon the following:

1. Drainage from the detached structure must be maintained on the lot.
2. The structure must be guttered with downspouts.
3. The petitioner shall comply with the accessory structure requirements.

**The motion carried unanimously.**

2. 18-19 ... A request by Marcel Normand, 4137 Clifford Drive, for a variance to create a lot with a detached accessory structure without a principal structure to be able to split the property (Tabled from previous meeting).

Wayne Perry of Desine Engineering was present. He noted this request will only be temporary because when the land division is complete and the property is sold, the new owners will build a home on the lot. Once the principal structure is erected, the variance will no longer be needed.

There was a discussion regarding the time frame for a home to be built. Mr. Perry stated that the property owner, who will be splitting the property, will comply with the any time period deemed by the Board for when the new home shall be built. It was also questioned as to how this will be enforced. Ms. VanMarter stated that the seller and/or the buyer can sign an affidavit agreeing to this. If the home is not built, then the accessory structure will need to be removed.

Board Member Ledford is not comfortable approving a temporary variance. She suggested the applicant table his request until there is a full Board present.

Mr. Perry requested to have his request tabled.

The call to the public was made at 6:55 pm with no response.

**Moved by Board Member Ledford, seconded by Board Member Kreuzberg, to table Case #18-19 per the petitioner's request to the August 21, 2018 Zoning Board of Appeals meeting. The motion carried unanimously.**

3. 18-20 ... A request by James Soloman, 7000 Brighton Road, for a waterfront variance to allow for an addition to an existing single-family home.

Mr. Soloman was present. He stated that he believed he didn't need a permit to enclose a portion of his deck because it was less than 200 square feet. The Livingston County Building Department advised the Township that this work was done. Enclosing the deck requires a variance because it is within the 100 foot waterfront setback. He added that the setbacks have changed since the home was built. The new setback is 100 feet. The entire home is currently 80 feet from the water.

The call to the public was made at 7:02 pm.

Mr. Todd Richards owns 7114 Brighton Road and is in support of Mr. Soloman receiving the variance.

The call to the public was closed at 7:03 pm.

**Moved by Board Member Ledford, seconded by Board Member Kreuzberg, to approve Case #18-20 for 7000 Brighton Road for James Soloman for a 20 foot waterfront**

setback variance from the required 100 feet for a waterfront setback of 80 feet to allow an existing addition to a single-family home based on the following findings of fact:

- Strict compliance with the ordinance would prevent the applicant from maintaining the enclosure of the existing deck
- The exceptional or extraordinary condition of the property is the location of the existing home on a corner lot and the lake inlet that is located on the property.
- Granting this variance would not have an impact on adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the residents of the Township of Genoa.
- It is believed that granting the variance would not have an impact on the appropriate development, continued use, or value of adjacent properties and the surrounding neighborhood.

**The motion carried unanimously.**

4. 18-21 ... A request by Meghan and Anthony Combs, 6060 Challis Road, for a fence height variance and a variance to install an in-ground pool in the front yard.

Mr. and Mrs. Combs were present. Mrs. Combs stated they technically have two front yards because there is a small private road, Meadow Point Circle, behind their home. They would like to place the pool in the portion of the yard that they use as their backyard. They also need a variance to place a four-foot fence in the front yard. The ordinance limits the height of a fence in the front yard to three feet; however, the law requires a four foot fence around a pool.

She submitted letters of five of her neighbors within 300 feet of her property that are all in favor of them receiving the variance.

The call to the public was opened at 7:11 pm.

Bob Murray, the father of Meghan Murray and their next door neighbor, lives at 6022 Challis Road. He stated that the front of the home faces Challis Road, the address is Challis Road, and they use the part of their property where they want to put the pool as their backyard.

The call to the public was closed at 7:12 pm.

**Moved** by Board Member Ledford, seconded by Board Member Kreutzberg, to approve Case #18-21 for 6060 Challis Road for petitioners Anthony and Meghan Combs for a variance to install an in-ground swimming pool in the front yard and a fence height

variance to enclose the pool with a 48 foot fence as required per Ordinance #11.04.03 based on the following findings of fact:

- Strict compliance with the ordinance would prevent the applicant from installing the proposed in-ground pool and fence south of the existing home.
- The home next door has three front yards, both a corner lot and a through lot, and has a pool located in the front yard. Many other homes have pools located in the rear of the home; therefore granting the request will provide substantial justice to the petitioner.
- The exceptional or extraordinary condition of the property is the through-lot with two front yards created by the private road along the south property line.
- The need for the variance is not self-created by the applicant.
- The granting of these variances will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the residents of the Township of Genoa.
- The proposed variances would have little or no impact on the appropriate development, continued use, or value of adjacent properties and the surrounding neighborhood.

**The motion carried unanimously.**

5. 18-22 ... A request by Todd and Tracie Richards, 7114 Brighton Road, for a variance to encroach into the 25 foot natural undisturbed features wetland setback to enhance the natural drainage in order to construct a new home.

Mr. and Mrs. Richards were present. Ms. Richards stated that grading the area in question will enhance natural drainage when they build their new home. The natural drainage of the wetlands has been disturbed because of fill that has been brought in due to the abandonment of the old Brighton Road behind their property. They would be removing this fill and making the area lawn for their backyard. Niswander Environmental performed a wetland delineation and they noted that the wetland is low quality and consists of invasive herbaceous plants. They found that the grading is necessary to allow the natural flow of drainage from Brighton Road to the wetland and will not negatively impact the existing wetlands.

The call to the public was made at 7:26 pm.

Aaron Road, of 10498 Skeman Road, Brighton, owns the property next to the applicant. He is in favor of the applicants receiving this variance. He agrees it is important that the property drains properly.

The call to the public was closed at 7:27 pm.

**Moved by Board Member Ledford, seconded by Board Member Kreutzberg, to approve Case #18-22 for vacant land at 7114 Brighton Road for Todd and Tracie Richards, Nonni Enterprises for a 15 foot rear setback variance for the required 25 foot wetland setback to a 10 foot setback based on the following findings of fact:**

- The Zoning Board of Appeals finds that the conditions in Items (a) through (e) of section 13.02.05 are met.
- An MDEQ permit is not required for work inside the 25 foot setback from wetlands.
- The practical difficulty is old Brighton Road debris and fill material prohibit proper drainage to the wetland from this property as well as others in the area.
- Approval of the variance will improve drainage.
- The extraordinary conditions are the irregular shaped lot and the wetland creates a small building envelope
- The property is currently undeveloped
- The need for the variance is not self-created by the applicant.
- The granting of this variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the residents of the Township of Genoa.
- The granting of this variance will not have a negative impact on continued use or value of adjacent properties in the neighborhood.

**This approval is based on the following conditions:**

1. The applicant shall permanently demarcate and install educational signage to indicate the edge of the undisturbed natural area. This shall remain in perpetuity to ensure future owners do not further encroach.
2. The entire remaining 10' setback buffer area shall remain in a natural and undisturbed state and is not eligible for trail or recreational area exemptions.
3. The applicant shall submit for Township approval a landscaping enhancement plan for the remaining 10' buffer zone area. Native wetland friendly vegetation shall be provided to help reduce erosion and maintain water quality.
4. Downspouts shall be directed into dry wells or rain gardens containing native plants to help slow the flow of water to the wetlands.
5. If used, the applicant shall utilize slow release and low phosphorus fertilizers.
6. Silt fencing must be utilized during the construction phase, and the applicant must obtain all necessary approvals from the Livingston County Drain Commissioner.

**The motion carried unanimously.**

**Administrative Business:**

1. Approval of the minutes for the June 19, 2018 Zoning Board of Appeals Meeting.

There were some typographical changes that needed to be made.

**Moved by Board Member Ledford, seconded by Board Member Kreutzberg, to approve the June 19, 2018 Zoning Board of Appeals Meeting minutes with the changes noted. The motion carried unanimously.**

2. Correspondence – There were no correspondence this evening.
3. Township Board Representative Report - Board Member Ledford provided a review of the Township Board meeting held on July 16, 2018.
4. Planning Commission Representative Report – Board Member McCreary was not present this evening.
5. Zoning Official Report – Ms. VanMarter had nothing to report.
6. Member Discussion - There were no items discussed this evening.
7. Adjournment

**Moved by Board Member Kreutzberg, seconded by Board Member Ledford, to adjourn the meeting at 7:46 pm. The motion carried unanimously.**

Respectfully submitted:  
Patty Thomas, Recording Secretary

August 13, 2018

VIA OVERNIGHT MAIL

Clerk of the Court  
Livingston County Circuit Court  
204 South Highlander Way, Suite 5  
Howell, MI 48843

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Re: *Herbert Wright, et al. v. Genoa Township Zoning Board of Appeals, et al.*  
Case No. 18-000106-AA

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Dear Clerk:

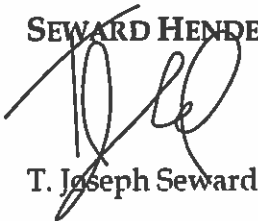
Enclosed please for filing with the court are the following document(s), with respect to this matter:

- 1) Appellee, Genoa Township Zoning Board of Appeals', Response to Appellants' Motion for Stay of Enforcement;
- 2) Brief in Support of Appellee, Genoa Township Zoning Board of Appeals', Response to Appellants' Motion for Stay of Enforcement; and
- 3) Proof of Service thereon.

Please return a time-stamped copy of the document(s) to our office in the enclosed self-addressed, stamped envelope. Should you have any questions or comments, please do not hesitate to contact our office. Thank you.

Very truly yours,

SEWARD HENDERSON PLLC



T. Joseph Seward

TJS/gg  
Enclosures

cc: Clerk, Honorable Michael P. Hatty (via overnight mail, w/enclosures)  
Thomas A. Halm, Esq. (via first class mail, w/enclosures)



210 East 3rd Street, Suite 212, Royal Oak, Michigan 48067

P 248.733.3580 F 248.733.3633 www.sewardhenderson.com