

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
June 17, 2024
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: June 17, 2024
2. Request to approve the June 3, 2024 regular meeting minutes.

Approval of Regular Agenda:

3. Public Hearing on the proposed Special Assessment Roll for the Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter 2024).
 - A. Call to the Property Owners
 - B. Call to the Public
4. Request for approval of **Resolution #5** Confirming the Special Assessment Roll for the proposed Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter 2024).
(Roll Call)
5. Consideration of amendments to the Fiscal Year 2024-2025 budget for Fund 202 – “SAD Roads and Lakes” to create a new Department #497 for the Grand Ravines (Debora Drive) Road Rehabilitation project with new line items as follows:
 - A. New revenue line items: 202-497-628-005 for SAD Principle in the amount of \$23,533 and 202-497-665-001 for Interest in the amount of \$7,060.
 - B. New appropriation line item 202-497-801-075 in the amount of \$390,000.
6. Public Hearing on the proposed Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024).
 - A. Call to the Property Owners
 - B. Call to the Public
7. Request for approval of **Resolution #3** Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024). (Roll Call)

8. Request for approval of **Resolution #4** Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for **July 1, 2024**, and Directing the Issuance of Statutory Notices for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024). (Roll Call)
9. Consideration of a request to approve water rate adjustments in response to the City of Brighton's revised fee schedule effective July 1, 2024 as recommended by the accountants and Utility Director as follows:
 - A. Increase the Lake Edgewood North Star (Conference Center Drive) Quarterly Water Fee to \$8.33 / 1,000 gallons from \$7.66 / 1,000 gallons;
 - B. Increase the Lake Edgewood Other Quarterly water fee to \$7.98 / 1,000 gallons from \$7.34 / 1,000 gallons;
 - C. Hold the applicable Brighton City water connection fee at \$2,802 per REU and the sewer connection at \$7,198 per REU.
10. Request to approve the Sewage Treatment Agreement Between the Genoa-Oceola Sewer and Water Authority and Genoa Charter Township for the Lake Edgewood Sewer System.
11. Consideration of a request for approval of a budget and expenditure not to exceed \$159,067 to rehabilitate the existing Herbst Farm pole barn buildings and to develop a lease agreement between the Township and the Utility Department.
12. Request for approval of a renewal of the Uniform Video Service Local Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications) with an annual provider franchise fee of 5% for a ten-year term beginning June 17, 2024 and ending June 17, 2034.
13. Consideration of a request to authorize Township staff to approve a proposal to repair the electrical conduit, circuit box and related items at the Township Hall at a cost not to exceed \$40,000 from General Fund Capital Outlay > \$5,000 #101-900-970-000.
14. Consideration of a request from Cooper's Turf Management to repair and improve drainage on the north soccer field (Field 2) to address issues with standing water at a cost not to exceed \$59,375 from Parks and Recreation Fund #208-751-934-017 for North Soccer Field Drainage Repair.
15. Request for approval of the closed session minutes from June 3, 2024.
 - A. If necessary, consider motion to enter into closed session under the Open Meetings Act, MCL 15.268(h) to consider material exempt from discussion or disclosure by state or federal statute. (Roll Call, requires majority of those present)
 - B. Consider motion to adjourn the closed session and reconvene in open session. (Roll Call)

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.

BOARD PACKET

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

MEETING DATE: June 17, 2024

All information below through June 12, 2024

TOWNSHIP GENERAL EXPENSES	\$	32,993.85
June 7, 2024 Bi Weekly Payroll	\$	129,310.97
OPERATING EXPENSES DPW (503 FN)	\$	184.98
OPERATING EXPENSES Oak Pointe (592FN)	\$	91,454.43
OPERATING EXPENSES Lake Edgewood (593FN)	\$	36,473.90
TOTAL	\$	<u>290,418.13</u>

FNBCK Check Register

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
05/29/2024	38926	CAPITAL ONE	152.16
05/29/2024	38927	DTE ENERGY	34.12
05/29/2024	38928	STAPLES	499.63
05/29/2024	38929	AMERICAN AWARDS & ENGRAVING	20.00
05/30/2024	38930	DELTA DENTAL	4,204.98
05/30/2024	38931	MUTUAL OF OMAHA	3,083.51
05/30/2024	38932	NETWORK SERVICES GROUP, L.L.C.	200.00
05/30/2024	38933	PERFECT MAINTENANCE CLEANING	1,100.00
06/05/2024	38934	TETRA TECH INC	4,006.00
06/05/2024	38936	NETWORK SERVICES GROUP, L.L.C.	50.00
06/05/2024	38937	AMERICAN AQUA	77.70
06/05/2024	38938	DTE ENERGY	897.64
06/05/2024	38939	FEDERAL EXPRESS CORP	56.57
06/05/2024	38940	MHOG UTILITIES	446.00
06/10/2024	38941	SAFEBUILT LLC	5,560.12
06/10/2024	38942	TETRA TECH INC	875.00
06/10/2024	38943	BUSINESS IMAGING GROUP	1,442.68
06/10/2024	38944	DTE ENERGY	59.47
06/10/2024	38945	DTE ENERGY	284.87
06/12/2024	38946	COOPER'S TURF MANAGEMENT LLC	2,392.39
06/12/2024	38947	COMCAST	1,582.77
06/12/2024	38948	SEWARD HENDERSON PLLC	2,945.00
06/12/2024	38949	CONTINENTAL LINEN SERVICE	150.53
06/12/2024	38950	STAPLES	5.87
06/12/2024	38951	BUSINESS IMAGING GROUP	53.74
06/12/2024	38952	KITCH ATTORNEYS & COUNSELORS	2,812.50
FNBCK TOTALS:			
Total of 26 Checks:			32,993.85
Less 0 Void Checks:			0.00
Total of 26 Disbursements:			32,993.85

June 7, 2024 Bi Weekly Payroll

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/07/2024	FNBCK	EFT935	FLEX SPENDING (TASC)	1,013.06	1,013.06	0.00	Open
06/07/2024	FNBCK	EFT936	INTERNAL REVENUE SERVICE	30,405.30	30,405.30	0.00	Open
06/07/2024	FNBCK	EFT937	PRINCIPAL FINANCIAL	5,371.00	5,371.00	0.00	Open
06/07/2024	FNBCK	EFT938	PRINCIPAL FINANCIAL	2,161.27	2,161.27	0.00	Open
06/07/2024	FNBCK	14036	AULETTE, CARRIE L	2,000.00	1,598.31	0.00	Open
Totals:				40,950.63	40,548.94	0.00	
Total Physical Checks:				1			
Total Check Stubs:				4			

Direct Deposit \$88,762.03
 Physical Check Amount \$40,548.94
TOTAL \$129,310.97

503FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #233			
06/12/2024	6096	TRACTOR SUPPLY CO.	184.98
503FN TOTALS:			
Total of 1 Checks:			184.98
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			184.98

592FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
05/29/2024	6111	GENOA TWP OAK POINTE SEWER BOND	88,177.68
06/05/2024	6112	DTE ENERGY	1,312.21
06/10/2024	6113	DTE ENERGY	251.23
06/10/2024	6114	DTE ENERGY	1,590.14
06/12/2024	6115	AT&T LONG DISTANCE	123.17
592FN TOTALS:			
Total of 5 Checks:			91,454.43
Less 0 Void Checks:			0.00
Total of 5 Disbursements:			91,454.43

593FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #590			
05/30/2024	4456	UIS SCADA	31,819.79
06/10/2024	4457	DTE ENERGY	348.05
06/10/2024	4458	DTE ENERGY	4,143.68
06/12/2024	4459	CONSUMERS ENERGY	162.38
593FN TOTALS:			
Total of 4 Checks:			36,473.90
Less 0 Void Checks:			0.00
Total of 4 Disbursements:			36,473.90

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
June 3, 2024

MINUTES

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 pm at the Township Hall. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Jean Ledford, Terry Croft, Robin Hunt, Diana Lowe and Jeff Dhaenens. Also present was Township Manager Kelly VanMarter, Township Attorney Joe Seward, and 26 people in the audience.

The Pledge of Allegiance was recited.

The call to the public was opened at 6:31 pm.

Ms. Colleen Quinn of 4042 Brookstone Court thanked the board for the consideration of the Lakewood Knoll Roadway Improvement Project. She referenced the email that she sent to the board. The roads in the subdivision have exceeded their life span. They are rated a 1 by the Livingston County Road Commission, which is the lowest score. The roads are dangerous and it affects their property values. More than 50 percent of the property owners are in favor of the project and signed the petition.

Mr. Matt Hurley of 4070 Brookstone Court is in support of the road project. They spoke to many people in the neighborhood and they were concerned that if these roads are redone, the condos could redo their roads and that could bring in construction traffic, but Ms. VanMarter is assisting with that. The cost of the project will continue to increase so it should be done now.

Ms. Michelle Hebert of 409 Conover Court asked the board to approve the repavement project. She had open heart surgery last year and is recovering. She needed to use a walker and was instructed to walk for her recovery which was very difficult because of the condition of the roads.

Mr. Bill Reiber of 3145 Stillriver Drive stated he is wearing a pin from a group of citizens who are concerned with the rezoning of a large rural area of Genoa Township. The voice of the people should be considered. He has spoken to many people and they do not want this.

Ms. Janene Deaton of 6999 Sunrise Park is a candidate for township clerk. She is opposed to this area being industrial. She has been a realtor for 24 years and she knows what sells and what the people want in Livingston County. There is a place in Hartland that has stables where people can keep their horses. This would be a great alternative for this area besides industrial.

Ms. Melanie Johnson of 3990 Chilson Road stated there is no transitional zoning from how the Latson Road PUD will be developed and the properties next to it. No one wants to live next to an industrial park.

Mr. John Ohrt of 4027 Brookstone Court stated he would like the board to approve the road project for Lakewood Knoll.

The call to the public was closed at 6:43 pm.

Approval of Consent Agenda:

Moved by Lowe, supported by Dhaenens, to approve the Consent Agenda as presented. **The motion carried unanimously.**

- 1. Payment of Bills: June 3, 2024**
- 2. Request to approve the May 20, 2024 regular meeting minutes.**

Approval of Regular Agenda:

Moved by Ledford, supported by Hunt, to approve the Regular Agenda as presented. **The motion carried unanimously.**

- 3. Public Hearing on the proposed Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter 2024).**
 - A. Call to the Property Owners**
 - B. Call to the Public**

The call to property owners was made at 6:44 pm.

Mr. Eric Graetzel of 7895 Deborah Drive has lived there since 1997. He is the president of the association. The road is in bad shape. It has exceeded its useful life. He is in support of proceeding with this.

Mr. Jim Pizzimenti of 7911 Deborah Drive has lived there for 21 months. He was not in support of it when he was first asked; however, after the information meeting that the township and road commission held he is in support of the project. The information was clearly stated, including the financial information.

Ms. Judith Tolles and her husband have lived there since 1993. She has a sense of pride in her home ownership. The road is in disrepair. There are children who play on the street and it is not safe because of the rubble on top of the road. She is in support of the project.

Mr. Michael Smiglewski of 7847 Deborah Drive is in support of the project. They have lived here since 2018. The street is in disrepair. It is not safe to ride bikes. The costs are reasonable compared to what is projected for the future. It will increase the property values.

Ms. Joann Fellwock of 7767 Deborah Drive has sent pictures of the road. She agrees with what her neighbors have said.

The call to property owners was closed at 6:51 pm.

The call to the public was made at 6:51 pm with no response.

4. Request for approval of Resolution #3 Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Grand Ravines Subdivision (Deborah Drive) Road Rehabilitation Special Assessment Project (Winter 2024). (Roll Call)

Mr. Dhaenens stated that his road benefited from a similar program. The project has his support.

Ms. Hunt agrees. This is a wonderful program that the township started many years ago. She is glad the township can help and the informational meetings Ms. VanMarter holds are fabulous.

Moved by Ledford, supported by Lowe, to approve Resolution #3 approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Grand Ravines Subdivision (Deborah Drive) Road Rehabilitation Special Assessment Project (Winter 2024). **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

5. Request for approval of Resolution #4 Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for June 17, 2024, and Directing the Issuance of Statutory Notices for the Grand Ravines Subdivision (Deborah Drive) Road Rehabilitation Special Assessment Project (Winter 2024). (Roll Call)

Moved by Skolarus, supported by Hunt, to approve Resolution #4 acknowledging the filing of the Special Assessment Roll, scheduling the Second Hearing for June 17, 2024, and Directing the Issuance of Statutory Notices for the Grand Ravines Subdivision (Deborah Drive) Road Rehabilitation Special Assessment Project (Winter 2024). **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

6. Request for approval of Resolution #1 to Proceed with the Project and Direct Preparation of the Plans and Cost Estimates for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024). (Roll Call)

Moved by Lowe, supported by Dhaenens, to approve Resolution #1 to proceed with the project and direct preparation of the plans and cost estimates for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024). **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

7. Request for approval of Resolution #2 to Approve the Project, Schedule the First Hearing for June 17, 2024, and Direct Issuance of Statutory Notices for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024). (Roll Call)

Ms. Hunt drove on these roads today and they are in terrible condition.

Ms. Skolarus stated that the township is contributing \$145,500 for this project.

Moved by Hunt, supported by Croft, to approve Resolution #2 to approve the project, schedule the first Hearing for June 17, 2024, and direct issuance of Statutory Notices for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024). **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

8. Request for approval of Resolution #6 Bond Authorizing Resolution for the Pine Creek Ridge Road Improvement Special Assessment District. (Roll Call)

Ms. Hunt stated this was made available so residents can pay without interest. As of today, there are 67 full payoffs and two partial payoffs. This reduces the amount that has to be borrowed.

Moved by Lowe, supported by Skolarus, to approve Resolution #6 – Bond Authorizing Resolution for the Pine Creek Ridge Road Improvement Special Assessment District. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

9. Request to approve the Memorandum of Understanding with the Lake Villas of Pine Creek for their contribution to the Pine Creek Ridge Road Improvement Project.

Moved by Hunt, supported by Lowe, to approve the Memorandum of Understanding with the Lake Villas of Pine Creek for their contribution to the 2024 Pine Creek Ridge Road Improvement Project. **The motion carried unanimously.**

10. Request to approve a project agreement with the Livingston County Road Commission to reconstruct the roads within the Pine Creek Ridge Subdivision consisting of approximately 5.45 miles with the Township's cost not to exceed \$4,210,000.

Ms. VanMarter stated that the bonds have to be sold before the funds are available, and she will not send this to the Road Commission until the sale has gone through and the funds are available. There will be budget amendments needed for this project that she will bring to the board in the future.

It was noted that the costs for this project have been held for two years. Supervisor Rogers stated that the Road Commission has worked with the township. He thanked staff for their work.

Moved by Hunt, supported by Skolarus, to approve the Project Agreement with the Livingston County Road Commission to reconstruct the roads within the Pine Creek Ridge Subdivision consisting of approximately 5.45 miles with the Township's cost not to exceed \$4,210,000. This approval is contingent on obtaining a "Notice to Proceed" following the bond sale. **The motion carried unanimously.**

11. Request for approval of a fireworks display on Lake Chemung on June 29, 2024 as submitted by Chris Bonk.

Ms. VanMarter stated she has not received the insurance certificate at this time. Also, there was an error in her memo. The amount of the insurance policy is not \$6,000,000, it's a \$2,000,000 policy.

Moved by Lowe, supported by Dhaenens, to conditionally approve the Public Fireworks Display permit for Chris Bonk located on a floating platform in Lake Chemung on June 29th with a rain date of June 30th, 2024. The permit for the event shall not be issued until Township staff has received and approved the Certificate of Liability Insurance which shall name Genoa Township as additional insured. In addition, the applicant shall ensure that all requirements of the Brighton Area Fire Authority are met. **The motion carried unanimously.**

12. Closed session to consider the purchase of real property pursuant to MCL 15.268(1)(d).

- A. Consider motion to enter into closed session to consider the purchase of real property pursuant to MCL 15.268(1)(d)). (roll call)**

B. Consider motion to conclude the closed session and return to open session. (roll call)

Moved by Ledford, supported by Lowe, to enter into closed session to consider the purchase of real property pursuant to MCL 15.268(1)(d)) at 7:03 pm. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

Moved by Lowe, supported by Dhaenens, to conclude the closed session and return to open session at 7:51 pm. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

Correspondence

Ms. VanMarter presented a pamphlet with the details of the Temporary Sign Standards. The code enforcement officer sent an email to everyone who filed to run for office in the township advising of the sign regulations. She noted that the Livingston County Road Commission's ordinance may have different information, but the township's ordinance takes precedence.

Ms. Skolarus noted that signs along the township hall driveway are able to be posted 10 days before the election, up to 100 feet of the precinct.

Member Discussion

Ms. Skolarus received a check for \$10,000 from Howell Schools for their election.

Ms. VanMarter stated there is a major electrical problem in the township hall's basement. She showed photographs. She is soliciting quotes from electricians, who have said it is going to be very expensive and the township hall may need to be shut down while the work is done. This is an emergency situation and she may need to move forward with approving the work before it can be brought to the board for approval.

There was a motorcycle accident on Grand River that caused damage to the railing and boardwalk. Staff has made it safe and she is waiting for a quote to repair it from the company who installed it.

Mr. Dhaenens stated that he, Greg Rassel, and Maryann McCreary, members of the Planning Commission, attended the Livingston County Master Plan meeting last week. Supervisor Rogers attended as well.

Adjournment

Moved by Hunt, supported by Lowe, to adjourn the meeting at 8:08 pm. **The motion carried unanimously.**

Respectfully Submitted,

Genoa Charter Township Board Meeting
June 3, 2024
Unapproved Minutes

Patty Thomas
Recording Secretary

Approved: Paulette Skolarus, Clerk
Genoa Charter Township

Bill Rogers, Supervisor
Genoa Charter Township

DRAFT

Resolution No. 5
Grand Ravines Subdivision (Debora Drive) Road Rehabilitation
Special Assessment Project (Winter Tax 2024)

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 June , 2024 at 6:30 p.m., there were

PRESENT:

ABSENT:

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 Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter Tax 2024) within the Township as described in Exhibit A (the “Project”) and in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

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

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled Special Assessment Roll for the Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter Tax 2024) (the “Proposed Roll”) and has filed the Proposed Roll with the Township Manager and 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 June 17, 2024.

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 Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter Tax 2024) (the “Roll”) (Exhibit B). The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).

2. Future Installments - Principal. The Township Board determines that each special assessment may be paid in fifteen equal installments. The first installment shall be due December 1, 2024. Each subsequent installment shall be due at intervals 12 months from the due date of the first installment.

3. Future Installments - Interest. All unpaid installments shall bear interest, payable annually on each installment due date, at a rate of two percent (2%).

4. Warrant. The Township Clerk is hereby directed to attach a warrant (in the form of Exhibit C 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 the June 17, 2024 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 the Township Manager's office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus, Genoa Charter Township Clerk

EXHIBIT A – THE PROJECT

**GRAND RAVINES SUBDIVISION (DEBORA DRIVE)
ROAD REHABILITATION PROJECT (WINTER TAX 2024)**

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

This public road improvement project (the “Project”) involves rehabilitating Debora Drive in the Grand Ravines Subdivision in Genoa Charter Township. The project includes milling the existing asphalt, proof rolling and repairing soft and yielding areas, and performing necessary subgrade undercutting and drainage improvements before placing two lifts of hot mix asphalt totaling 4.5” to meet the grade of the existing curb and gutter. This project benefits the property owners of Lots 1-26 of the Grand Ravines Subdivision in Genoa Charter Township.

The total construction cost of the project is \$390,000. There are 26 parcels which front on this section of road. A majority of homeowners representing over 53% of property have signed petitions. The Township is contributing \$39,000 to the project which is \$1,500 per parcel since this project will improve a public roadway in accordance with established policy. The estimated interest for the district is 2% and the administrative cost is \$2,000. The total principle cost per parcel is \$13,576.91. The annual principle payment per parcel is \$905.13 with 2% interest applied to the outstanding balance.

EXHIBIT B - THE ROLL

GRAND RAVINES SUBDIVISION (DEBORA DRIVE) ROAD REHABILITATION PROJECT

05/30/2024
12:42 PM

Tentative Special Assessment Listing for GENOA TOWNSHIP
Population: Special Assessment District (X052024)

Page: 1/1
DB: Genoa

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-24-201-001	X052024, Grand Ravine	13,576.91	MARCHANT MARY BETH REV TRUST 7991 DEBORA DR
4711-24-201-002	X052024, Grand Ravine	13,576.91	MORTENSEN H. J. & MARIEL 7975 DEBORA DR
4711-24-201-003	X052024, Grand Ravine	13,576.91	FERRELL DEANNE & ALEXANDER 7959 DEBORA DR
4711-24-201-004	X052024, Grand Ravine	13,576.91	KRESS, DAVID 7943 DEBORA DR
4711-24-201-005	X052024, Grand Ravine	13,576.91	JOHNSON REVOCABLE LIVING TRUST 7927 DEBORA DR
4711-24-201-006	X052024, Grand Ravine	13,576.91	PIZZIMENTI JAMES & MARY LTS 9.3 7911 DEBORA DR
4711-24-201-007	X052024, Grand Ravine	13,576.91	GRAETZEL, ERIC H. & JOANNE S. 7895 DEBORA DR
4711-24-201-008	X052024, Grand Ravine	13,576.91	CLONTZ, MICHAEL D. & SHARON A. 7879 DEBORA DR
4711-24-201-009	X052024, Grand Ravine	13,576.91	NEST JEFFREY REVOCABLE TRUST 7863 DEBORA DR
4711-24-201-010	X052024, Grand Ravine	13,576.91	SMIGLEWSKI MICHAEL & ANNA 7847 DEBORA DR
4711-24-201-011	X052024, Grand Ravine	13,576.91	TOLLES, CRAIG G. & JUDITH A. 7831 DEBORA DR
4711-24-201-012	X052024, Grand Ravine	13,576.91	HALL GLEN & KELLY L 7815 DEBORA DR
4711-24-201-013	X052024, Grand Ravine	13,576.91	OBERT MICHAEL & ERICKSON RITA 7799 DEBORA DR
4711-24-201-014	X052024, Grand Ravine	13,576.91	HOHL STEPHEN & KRISTINA 7783 DEBORA DR
4711-24-201-015	X052024, Grand Ravine	13,576.91	FELLWOCK JOANN 7767 DEBORA DR
4711-24-201-016	X052024, Grand Ravine	13,576.91	WOOLERY LYNN & RAPSON MARK 7751 DEBORA DR
4711-24-201-017	X052024, Grand Ravine	13,576.91	TROMBLY JAMES & LEIGH LTS 9.3 7996 DEBORA DR
4711-24-201-018	X052024, Grand Ravine	13,576.91	HOKKANEN CAROLE & BENTON & ERICKA 7980 DEBORA DR
4711-24-201-019	X052024, Grand Ravine	13,576.91	SULLIVAN CAROL TRUST 7964 DEBORA DR
4711-24-201-020	X052024, Grand Ravine	13,576.91	GALAZKA MATTHEW & CHELSIE 7948 DEBORA DR
4711-24-201-021	X052024, Grand Ravine	13,576.91	LOCKWOOD MICHAEL R 7932 DEBORA DR
4711-24-201-022	X052024, Grand Ravine	13,576.91	DOWD MICHAEL E & DARCY K 7898 DEBORA DR
4711-24-201-023	X052024, Grand Ravine	13,576.91	GNASTER MARK G & HEMALATA P 7850 DEBORA DR
4711-24-201-024	X052024, Grand Ravine	13,576.91	THOMAS WILLIAM & LORI 7814 DEBORA DR
4711-24-201-025	X052024, Grand Ravine	13,576.91	JEFFREY BRENT & ALISON 7800 DEBORA DR
4711-24-201-026	X052024, Grand Ravine	13,576.91	TRAUDT, VOLKER F. 7766 DEBORA DR
# OF PARCELS: 26	TOTALS:	352,999.66	

EXHIBIT C

WARRANT

TO: Esteemed Treasurer
Genoa Township
Livingston County, Michigan

I certify that attached to this Warrant is a true copy of the special assessment roll for the Grand Ravines Subdivision (Debora Drive) Road Rehabilitation Special Assessment Project (Winter Tax 2024) (the "Roll") confirmed by the Township Board on June 17, 2024 (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



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: June 12, 2024
RE: Debora Drive (Grand Ravines) Road Rehab SAD Budget Amendments

Following approval of Resolution #5 for the Grand Ravines (Debora Drive) Road Rehabilitation special assessment district, a budget adjustment is necessary for Fund #202. The appropriate amendatory action and the budgetary impacts can be seen highlighted in yellow on the attached with a summary provided below for your reference. Please note this will draw down the balance of the fund, with repayment over the term of the district. After completion of this project, a fund balance of over 2.4 million will remain.

Fund 202 – Special Assessment Districts (Roads and Lakes)

NEW DEPARTMENT #497 – DEBORA DRIVE (WINTER 2024-2038)			
Fund Type	Fund Number	Description	Proposed Amendment
Revenue	202-497-628-005	SAD Principle	\$23,533
Revenue	202-497-665-001	Interest	\$7,060
Appropriation	202-497-801-075	Project Expenses	\$392,000

Please let me know if you have any questions or comments.

Sincerely,

Township Manager

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

MANAGER

Kelly VanMarter

6/11/2024

GL NUMBER	DESCRIPTION	2024-25 RECOMMENDED BUDGET	2024-25 RECOMMENDED REQUESTED
Fund 202 - SAD ROADS AND LAKES			
ESTIMATED REVENUES			
Dept 000 - REVENUE			
202-000-452-001	INTEREST	45,000	45,000
Totals for dept 000 - REVENUE		45,000	45,000
Dept 448 - STREETLIGHTS			
202-448-628-005	WHITE PINES LIGHTING -SAD PRINCIPAL	795	795
Totals for dept 448 - STREETLIGHTS		795	795
Dept 478			
202-478-628-005	HOMESTEAD (S22-31) -SAD PRINCIPAL	13,986	13,986
202-478-665-001	HOMESTEAD (S22-31) -INTEREST	2,238	2,238
Totals for dept 478 -		16,224	16,224
Dept 484			
202-484-628-005	EARL LAKE (W18-25) -SAD PRINCIPAL	18,803	18,803
Totals for dept 484 -		18,803	18,803
Dept 485			
202-485-628-005	NOVEL ESTATES (W18-25) -SAD PRINCIPAL	10,964	10,964
Totals for dept 485 -		10,964	10,964
Dept 489			
202-489-628-005	BLACK OAKS (W21-30) -SAD PRINCIPAL	922	922
202-489-665-001	BLACK OAKS (W21-30) -INTEREST	129	129
Totals for dept 489 -		1,051	1,051
Dept 490			
202-490-628-005	DARLENE DR (W21-30) -SAD PRINCIPAL	2,867	2,867
202-490-665-001	DARLENE DR (W21-30) -INTEREST	402	402
Totals for dept 490 -		3,269	3,269
Dept 491			
202-491-628-005	ELMHURST (S20-26) -SAD PRINCIPAL	7,612	7,612
202-491-665-001	ELMHURST (S20-26) -INTEREST	457	457
Totals for dept 491 -		8,069	8,069
Dept 492			
202-492-628-005	MCNAMARA (S23-32) -SAD PRINCIPAL	13,947	13,947
202-492-665-001	MCNAMARA (S23-32) -INTEREST	2,546	2,546
Totals for dept 492 -		16,493	16,493

6/11/2024

GL NUMBER	DESCRIPTION	2024-25 RECOMMENDED BUDGET	2024-25 RECOMMENDED REQUESTED
Dept 494			
202-494-628-005	STILLRIVER (S23-32) -SAD PRINCIPAL	9,220	9,220
202-494-665-001	STILLRIVER (S23-32) -INTEREST	1,659	1,659
Totals for dept 494 -		10,879	10,879
Dept 495			
202-495-628-005	TIMBERVIEW PRIV (W23-32)-SAD PRINCIPLE	3,795	3,795
202-495-665-001	TIMBERVIEW PRIV (W23-32)-INTEREST	683	683
Totals for dept 495 -		4,478	4,478
Dept 496			
202-496-628-005	CRYSTAL VALLEY (S24-33) - SAD PRINCIPLE	36,900	36,900
202-496-665-001	CRYSTAL VALLEY (S24-33) - INTEREST	7,380	7,380
Totals for dept 496 -		44,280	44,280
Dept 497			
202-497-628-005	DEBORA DR (W24-38) -SAD PRINCIPLE	0	23,533
202-497-665-001	DEBORA DR (W24-38) - INTEREST	0	7,060
Totals for dept 496 -		0	30,593
Dept 570 - LAKE IMPROVEMENTS			
202-570-628-005	LK CHEMUNG (W23-27) -SAD PRINCIPAL	48,222	48,222
Totals for dept 570 - LAKE IMPROVEMENTS		48,222	48,222
Dept 571			
202-571-628-005	PARDEE LK (W21-25) -SAD PRINCIPAL	22,396	22,396
Totals for dept 571 -		22,396	22,396
Dept 572			
202-572-628-005	GRAND BEACH (W21-25) -SAD PRINCIPAL	14,125	14,125
Totals for dept 572 -		14,125	14,125
Dept 573			
202-573-628-005	E/W CROOKED LK (S23-27) -SAD PRINCIPAL	18,414	18,414
Totals for dept 573 -		18,414	18,414
Dept 575			
202-575-628-005	BAETCKE LK (S23-27) -SAD PRINCIPAL	7,600	7,600
Totals for dept 575 -		7,600	7,600
TOTAL ESTIMATED REVENUES		291,062	321,655

6/11/2024

GL NUMBER	DESCRIPTION	2024-25 RECOMMENDED BUDGET	2024-25 RECOMMENDED REQUESTED
APPROPRIATIONS			
Dept 223 - AUDIT			
202-223-801-000	AUDIT	5,000	5,000
Totals for dept 223 - AUDIT		5,000	5,000
Dept 448 - STREETLIGHTS			
202-448-801-075	WHITE PINES LIGHTING -PROJECT EXPENSE	895	895
Totals for dept 448 - STREETLIGHTS		895	895
Dept 478			
202-478-801-075	HOMESTEAD (S22-31) -PROJECT EXPENSE		
202-478-802-000	HOMESTEAD (S22-31) -ANNUAL MAINT. EXP	3,100	3,100
Totals for dept 478 -		3,100	3,100
Dept 487			
202-487-801-075	EDWIN DR (S19-23) -PROJECT EXPENSE	3,800	3,800
Totals for dept 487 -		3,800	3,800
Dept 496			
202-496-801-075	CRYSTAL VALLEY (S24-33) - PROJECT EXP	134,920	134,920
Totals for dept 496 -		134,920	134,920
Dept 497			
202-497-801-075	DEBORA DR (W24-38) - PROJECT EXP	0	392,000
Totals for dept 496 -		0	392,000
Dept 570 - LAKE IMPROVEMENTS			
202-570-801-075	LK CHEMUNG (W23-27) -PROJECT EXPENSE	55,000	55,000
Totals for dept 570 - LAKE IMPROVEMENTS		55,000	55,000
Dept 571			
202-571-801-075	PARDEE LK (W21-25) -PROJECT EXPENSE	22,700	22,700
Totals for dept 571 -		22,700	22,700
Dept 572			
202-572-801-075	GRAND BEACH (W21-25) -PROJECT EXPENSE	13,508	13,508
Totals for dept 572 -		13,508	13,508
Dept 573			
202-573-801-075	E/W CROOKED LK (S23-27) -PROJECT EXPENSE	15,000	15,000
Totals for dept 573 -		15,000	15,000

6/11/2024

GL NUMBER	DESCRIPTION	2024-25 RECOMMENDED BUDGET	2024-25 RECOMMENDED REQUESTED

Dept 575			
202-575-801-075	BAETCKE LK (S23-27) -PROJECT EXPENSE	7,000	7,000
Totals for dept 575 -		7,000	7,000

Dept 852 - TRANSFER TO OTHER FUNDS			
202-852-995-101	SAD INTEREST TRANSFER OUT TO 101	8,000	8,000
Totals for dept 852 - TRANSFER TO OTHER FUNDS		8,000	8,000

Dept 906			
202-906-956-000	MISC EXPENSE	600	600
Totals for dept 906 -		600	600

TOTAL APPROPRIATIONS		269,523	661,523

NET OF REVENUES/APPROPRIATIONS - FUND 202		21,539	(339,868)
BEGINNING FUND BALANCE		2,792,450	2,792,450
ENDING FUND BALANCE		2,813,989	2,452,582

Kelly VanMarter

From: Matthew Hurley <hilife007@sbcglobal.net>
Sent: Wednesday, June 12, 2024 3:52 PM
To: Bill Rogers; Polly; Robin Hunt; Jean Ledford; Jeff Dhaenens; Terry Croft; Diana Lowe; Kelly VanMarter
Cc: Colleen Quinn
Subject: In support of Genoa Township "Lakewood Knoll Road Improvement Project"

Genoa Township Board Members

I attended and voiced my support for the "Lakewood Knoll Road Improvement Project" at the June 3 Board Meeting. I continue to support it! I have lived in Lakewood Knoll subdivision for over 27 years and have seen the changes over the years. This topic of fixing the Lakewood Knoll roads has come up in discussions with neighbors several times over the last few years, but we always seem to kick the can down the road and do nothing as our roads continue to deteriorate (Road Commission rates are roads 1 out of 10 and our roads are over 25 years old). Now is the time to act for several reasons:

- 1) We have a competitive price now that will only go up if we delay the road project again, and it will cost each household substantially more in the future.
- 2) The current road conditions are getting worse even on roads that do not have a lot of traffic. (Brookstone Court for example) The roads are breaking up into smaller pieces that are getting into the grass, sewers and creating a pothole nightmare. Also an issue for walkers and joggers who may step in a hole and twist an ankle, or kids riding bikes. We do not have sidewalks.
- 3) We have a 56% majority support for the project from the subdivision and all understand the need for action.
- 4) Property values could eventually be impacted by the road conditions. Curb appeal is one of the major draws to our subdivision and I am already getting comments from friends and family on how bad the roads are in our subdivision. They ask me if we have an HOA and why haven't they pushed for the road improvement. I told them we do not have an HOA and we have to go door to door to get residents to agree to fix with petitions.

I understand some of the opposition to the proposed road improvement because of the economy and the current cost. I also know that the Township is doing what it can to ease the burden by spreading the cost over 10 years at 2% interest and contributing \$1500 per household. Thanks!

There was also an unsigned letter in opposition that was put in my mailbox wanting me to not support the project. It stated that there were other cheaper options that could be done, but did not elaborate as to what or when. It had no solutions and I think they just wanted to keep the status quo and delay the project once again. I was one of the concerned neighbors who went door to door and spoke with approximately 95% of the residents. We discussed and delivered the Road Project packets from the township. A lot of the neighbors did not attend the original kick off meeting at the township and were appreciative to us for informing them on the project. We told the home owners that any questions that could not be answered by reading the packet should be directed to Kelly at the township. We have a great community with great people in it who want to do the right thing. Most agree the road needs to be improved and signed the petition. I will not be able to attend the June 17 Board Meeting because of other commitments. Please support the Project.

Matthew Hurley
4070 Brookstone Ct
Howell MI 48843

Pictures provided and requested to be included by: Colleen Quinn



















**Resolution #3 – Lakewood Knoll Subdivision Road Rehabilitation
Special Assessment Project (Winter Tax 2024)**

GENOA CHARTER TOWNSHIP

At a regular meeting of the Township Board of Genoa Charter Township, Livingston County, Michigan, (the "Township") held at the Township Hall on June 17, 2024 at 6:30 p.m., there were

PRESENT:

ABSENT:

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

**Resolution Approving Project, Cost Estimates, Special Assessment District
and Causing the Special Assessment Roll to be Prepared**

WHEREAS, preliminary plans describing the Project and its location in the Township and a preliminary estimate of the cost of the Project, prepared by the Livingston County Road Commission have been filed with the Township Manager;

WHEREAS, the Township Board has determined to proceed with the Project as described in Exhibit A and in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, The Board of Trustees of the Township has declared its intention to make the improvement and tentatively designated the special assessment district against which the cost of the Lakewood Knoll Subdivision Road Rehabilitation Project (Winter Tax 2024) as described in Exhibit A (the "Project") is to be assessed is described in Exhibit B;

WHEREAS, the Township Manager reported that proper notice of the hearing pursuant to the requirements of Act No 188, Michigan Public Acts of 1954, as amended, on these matters had been published in the Livingston County Daily Press & Argus on June 7 and June 14, 2024 and had been mailed by first-class mail to each property owner within the proposed assessment district as shown on the current tax rolls of the Township on June 6, 2024. Affidavits of the publications and mailing of these notices were then filed as part of the record in the office of the Manager;

WHEREAS, on June 17, 2024 a public hearing was held to hear any objections or comments to the proposed project, the petitions for the project, the estimate of costs and to the special assessment district within which costs were to be assessed as described in the notice of the hearing and notice of the hearing was provided pursuant to the requirements of Act No 188, Michigan Public Acts of 1954, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board approves the plans and cost estimates as prepared by the Livingston County Road Commission for the Project, which are on file with the Township Manager.

2. The Township Board agrees to complete the improvement in accordance with the plans as prepared by the Livingston County Road Commission for the Project.

3. The Township Board approves the sufficiency of the Petition for the project.

4. The Township Board determines that the Special Assessment District for the Project shall consist of the parcels identified in Exhibit B. The term of the Special Assessment District shall be for ten (10) years.

5. The Township Board 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.

6. The Township Supervisor is directed to prepare the Special Assessment Roll for the Special Assessment District identified in Exhibit B. The Special Assessment Roll shall describe all the parcels of land to be assessed with the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each parcel of land. When the Township Supervisor completes the Special Assessment Roll, he shall affix his certificate to the roll stating that the roll was made pursuant to a resolution of the Township Board adopted on a specified date, and that in making the assessment roll the supervisor, according to his or her best judgment, has conformed in all respects to the directions contained in the resolution and the statutes of the State of Michigan.

7. The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).

8. All resolutions or parts of resolutions in conflict with this resolution are hereby rescinded.

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

YES:

NO:

ABSENT:

RESOLUTION DECLARED _____.

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 the June 17, 2024 meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus, Genoa Charter Township Clerk

EXHIBIT A – THE PROJECT

LAKWOOD KNOLL SUBDIVISION ROAD REHABILITATION PROJECT

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

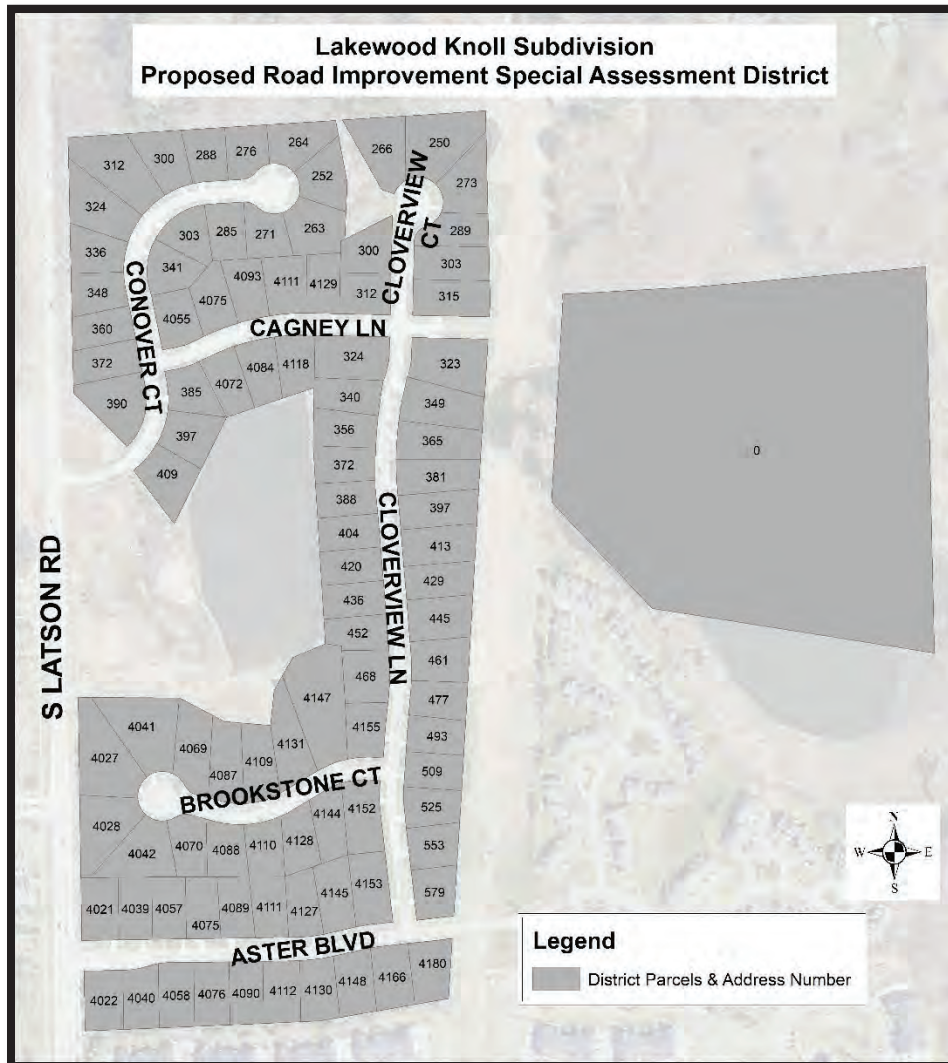
This public road improvement project (the “Project”) involves rehabilitating approximately 1.22 miles of roads in the Lakewood Knoll Subdivision in Genoa Charter Township. The project includes milling the existing asphalt, proof rolling and repairing soft and yielding areas, and performing necessary subgrade undercutting and drainage improvements prior to placing two lifts of hot mix asphalt totaling 4.5” to meet the grade of the existing curb and gutter. The project also includes rehabilitation of the existing boulevard island on Aster Boulevard to include curb and gutter repair and replacing the center with a stamped decorative concrete. This project benefits the property owners in the Lakewood Knoll Subdivision and the undeveloped former Phase 4 of Lakewood Knoll (parcel 11-04-100-026) in Genoa Charter Township.

The total construction cost of the project is \$1,010,000. There are 97 parcels which front on the roads proposed for improvement. A majority of homeowners representing over 56% of property have signed petitions. The Township is contributing \$145,500 to the project which is \$1,500 per parcel since this project will improve a public roadway in accordance with established policy. The estimated interest for the district is 2% and the administrative cost is \$4,000. The total principle cost per parcel is \$8,953.60. The annual principle payment per parcel for ten years is \$895.36 with 2% interest applied to the outstanding balance.

EXHIBIT B – The District

The Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter Tax 2024) is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map below and includes the specific properties that are identified by the following permanent parcel numbers:

11-04-301-001	11-04-301-021	11-04-302-041	11-04-302-061	11-04-302-081
11-04-301-002	11-04-301-022	11-04-302-042	11-04-302-062	11-04-302-082
11-04-301-003	11-04-301-023	11-04-302-043	11-04-302-063	11-04-302-083
11-04-301-004	11-04-301-024	11-04-302-044	11-04-302-064	11-04-302-084
11-04-301-005	11-04-301-025	11-04-302-045	11-04-302-065	11-04-302-085
11-04-301-006	11-04-301-026	11-04-302-046	11-04-302-066	11-04-302-086
11-04-301-007	11-04-301-027	11-04-302-047	11-04-302-067	11-04-302-087
11-04-301-008	11-04-301-028	11-04-302-048	11-04-302-068	11-04-302-088
11-04-301-009	11-04-301-029	11-04-302-049	11-04-302-069	11-04-302-089
11-04-301-010	11-04-301-030	11-04-302-050	11-04-302-070	11-04-302-090
11-04-301-011	11-04-301-031	11-04-302-051	11-04-302-071	11-04-302-091
11-04-301-012	11-04-301-032	11-04-302-052	11-04-302-072	11-04-302-092
11-04-301-013	11-04-301-033	11-04-302-053	11-04-302-073	11-04-302-093
11-04-301-014	11-04-301-034	11-04-302-054	11-04-302-074	11-04-302-094
11-04-301-015	11-04-301-035	11-04-302-055	11-04-302-075	11-04-302-095
11-04-301-016	11-04-301-036	11-04-302-056	11-04-302-076	11-04-302-096
11-04-301-017	11-04-301-037	11-04-302-057	11-04-302-077	11-04-100-026
11-04-301-018	11-04-301-038	11-04-302-058	11-04-302-078	
11-04-301-019	11-04-301-039	11-04-302-059	11-04-302-079	
11-04-301-020	11-04-302-040	11-04-302-060	11-04-302-080	



**Resolution #4 – Lakewood Knoll Subdivision Road Rehabilitation
Special Assessment Project (Winter Tax 2024)**

GENOA CHARTER TOWNSHIP

At a regular meeting of the Township Board of the Township of Genoa, Livingston County, Michigan, (the “Township”) held at the Township Hall on June 17, 2024, at 6:30 p.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and supported by _____:

Resolution Acknowledging the Filing of the Special Assessment Roll, Scheduling the Second Hearing for July 1, 2024, and Directing the Issuance of Statutory Notices

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Lakewood Knoll Subdivision Road Rehabilitation Project (Winter Tax 2024) within the Township as described in Exhibit A (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 Lakewood Knoll Subdivision Road Rehabilitation Project (Winter Tax 2024)” (Exhibit B) and has filed the Proposed Roll with the Township Manager and Township Clerk;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board acknowledges that the Township Supervisor has filed the Proposed Roll with the Township Manager and Township Clerk.
2. The Township Board acknowledges that the Township Supervisor has certified that (a) the Proposed Roll was prepared in accordance with the direction of the Township Board and (b) the Proposed Roll was prepared in accordance with the laws of the State of Michigan. (Exhibit C)
3. The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).
4. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing to review and hear objections on the Proposed Roll.
5. The second public hearing will be held on July 1, 2024 at 6:30 p.m. at the offices of Genoa Charter Township, Livingston County, Michigan.

6. The Township Manager is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Manager shall be similar to the notice attached as Exhibit D and shall be mailed by first class mail on or before June 21, 2024. Following the mailing of the notices, the Township Manager shall complete the affidavit of mailing similar to the affidavit set forth in Exhibit E.

7. The Township Manager is directed to publish a notice of the public hearing in the Livingston County Daily Press & Argus, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before June 21, 2024 and June 28, 2024. The notice shall be in a form substantially similar to the notice attached as Exhibit D.

8. All resolutions or parts of resolutions in conflict with this resolution are hereby rescinded.

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

YES:

NO:

ABSENT:

RESOLUTION DECLARED _____.

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 the June 17, 2024 meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus,
Genoa Charter Township Clerk

EXHIBIT A – THE PROJECT

LAKESWOOD KNOLL SUBDIVISION ROAD REHABILITATION PROJECT

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

This public road improvement project (the “Project”) involves rehabilitating approximately 1.22 miles of roads in the Lakewood Knoll Subdivision in Genoa Charter Township. The project includes milling the existing asphalt, proof rolling and repairing soft and yielding areas, and performing necessary subgrade undercutting and drainage improvements prior to placing two lifts of hot mix asphalt totaling 4.5” to meet the grade of the existing curb and gutter. The project also includes rehabilitation of the existing boulevard island on Aster Boulevard to include curb and gutter repair and replacing the center with a stamped decorative concrete. This project benefits the property owners in the Lakewood Knoll Subdivision and the undeveloped former Phase 4 of Lakewood Knoll (parcel 11-04-100-026) in Genoa Charter Township.

The total construction cost of the project is \$1,010,000. There are 97 parcels which front on the roads proposed for improvement. A majority of homeowners representing over 56% of property have signed petitions. The Township is contributing \$145,500 to the project which is \$1,500 per parcel since this project will improve a public roadway in accordance with established policy. The estimated interest for the district is 2% and the administrative cost is \$4,000. The total principle cost per parcel is \$8,953.60. The annual principle payment per parcel for ten years is \$895.36 with 2% interest applied to the outstanding balance.

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-04-100-026	X030724, Lakewood Kno	8,953.60	FAULKWOOD SHORES SINGH LLC 7125 ORCHARD LAKE RD STE 200
4711-04-301-001	X030724, Lakewood Kno	8,953.60	DEROY RICHARD & KATHLEEN LTS 9.3 4180 ASTER BLVD
4711-04-301-002	X030724, Lakewood Kno	8,953.60	WYATT, ROGER & CYNTHIA 4166 ASTER BLVD
4711-04-301-003	X030724, Lakewood Kno	8,953.60	SHURTLEFF THOMAS & MARY ANN 4148 ASTER BLVD
4711-04-301-004	X030724, Lakewood Kno	8,953.60	VIGNEUX JOHN & MARY 4130 ASTER BLVD
4711-04-301-005	X030724, Lakewood Kno	8,953.60	MORAN MARVIN & KAREN 4112 ASTER BLVD
4711-04-301-006	X030724, Lakewood Kno	8,953.60	DOERING JASON & STARR 4090 ASTER BLVD
4711-04-301-007	X030724, Lakewood Kno	8,953.60	HAGLUND, ERIC & BETHANY 4076 ASTER BLVD
4711-04-301-008	X030724, Lakewood Kno	8,953.60	ISENOGLE, GERALD M. & BRENDA M. 4058 ASTER BLVD
4711-04-301-009	X030724, Lakewood Kno	8,953.60	FENRICH, ALLAN D. & MICHAELINE 4040 ASTER BLVD
4711-04-301-010	X030724, Lakewood Kno	8,953.60	DOTY JONATHAN & SARA 4022 ASTER BLVD
4711-04-301-011	X030724, Lakewood Kno	8,953.60	RENDER BENJAMIN 4021 ASTER BLVD
4711-04-301-012	X030724, Lakewood Kno	8,953.60	KRAMER KEITH & ARLENE 4039 ASTER BLVD
4711-04-301-013	X030724, Lakewood Kno	8,953.60	RISHA ANTHONY LTS 9.3 4057 ASTER BLVD
4711-04-301-014	X030724, Lakewood Kno	8,953.60	KYPKE DEAN 4075 ASTER BLVD
4711-04-301-015	X030724, Lakewood Kno	8,953.60	GREEN MICHAEL & MARGARET 4089 ASTER BLVD
4711-04-301-016	X030724, Lakewood Kno	8,953.60	BARTH DONNA LTS 9.3 4111 ASTER BLVD
4711-04-301-017	X030724, Lakewood Kno	8,953.60	SIPPLE GARY LTS 9.3 4127 ASTER BLVD
4711-04-301-018	X030724, Lakewood Kno	8,953.60	HAMPTON RICHAD & TAN SIOK REV TRUST 4145 ASTER BLVD
4711-04-301-019	X030724, Lakewood Kno	8,953.60	WHITE WAYNE & NANCY 4153 ASTER BLVD
4711-04-301-020	X030724, Lakewood Kno	8,953.60	DUNN MELONIE 4152 BROOKSTONE CT
4711-04-301-021	X030724, Lakewood Kno	8,953.60	SHAMROCK DANIEL 4144 BROOKSTONE CT
4711-04-301-022	X030724, Lakewood Kno	8,953.60	SEPTAK, JOSEPH III & KERRI 4128 BROOKSTONE CT
4711-04-301-023	X030724, Lakewood Kno	8,953.60	EVANS, ROBERT & JENNIFER 4110 BROOKSTONE CT
4711-04-301-024	X030724, Lakewood Kno	8,953.60	DAVIDSON KEVIN & LISA 4088 BROOKSTONE CT
4711-04-301-025	X030724, Lakewood Kno	8,953.60	HURLEY, MATTHEW 4070 BROOKSTONE CT
4711-04-301-026	X030724, Lakewood Kno	8,953.60	QUINN, TIMOTHY & COLEEN 4042 BROOKSTONE CT

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-04-301-027	X030724, Lakewood Kno	8,953.60	RUSSO KATHLEEN M 4028 BROOKSTONE CT
4711-04-301-028	X030724, Lakewood Kno	8,953.60	OHRT, JOHN H. & MACK, LYNNE 4027 BROOKSTONE CT
4711-04-301-029	X030724, Lakewood Kno	8,953.60	ALEXANDER REBECCA 4041 BROOKSTONE CT
4711-04-301-030	X030724, Lakewood Kno	8,953.60	URBANIAK BARBARA & KIMBERLEY 4069 BROOKSTONE CT
4711-04-301-031	X030724, Lakewood Kno	8,953.60	BISSONETTE MARK 4087 BROOKSTONE CT
4711-04-301-032	X030724, Lakewood Kno	8,953.60	GRISSOM EMMA M 4109 BROOKSTONE CT
4711-04-301-033	X030724, Lakewood Kno	8,953.60	SHAPER SCOTT H & KAREN L 4131 BROOKSTONE CT
4711-04-301-034	X030724, Lakewood Kno	8,953.60	STINEDURF STEPHEN & LINDA LTS 9.3 4147 BROOKSTONE CT
4711-04-301-035	X030724, Lakewood Kno	8,953.60	BUSHEY RODNEY P 4155 BROOKSTONE CT
4711-04-301-036	X030724, Lakewood Kno	8,953.60	SHELLDON ROBERT 579 CLOVERVIEW LN
4711-04-301-037	X030724, Lakewood Kno	8,953.60	HANDLEY JOSEPH 553 CLOVERVIEW LN
4711-04-301-038	X030724, Lakewood Kno	8,953.60	WITKOWSKI JEFFREY & KIMBERLY A 525 CLOVERVIEW LN
4711-04-301-039	X030724, Lakewood Kno	8,953.60	SEGUIN THERESA 509 CLOVERVIEW LN
4711-04-302-040	X030724, Lakewood Kno	8,953.60	OPPERMAN JEFFREY J & JENNIFER 493 CLOVERVIEW LN
4711-04-302-041	X030724, Lakewood Kno	8,953.60	HALONEN JESSE & KAITLIN 477 CLOVERVIEW LN
4711-04-302-042	X030724, Lakewood Kno	8,953.60	SACKMAN AARON 461 CLOVERVIEW LN
4711-04-302-043	X030724, Lakewood Kno	8,953.60	SLIWA THOMAS & ASHLEY 445 CLOVERVIEW LN
4711-04-302-044	X030724, Lakewood Kno	8,953.60	IAMARINO DANNIELLE LTS 9.3 429 CLOVERVIEW LN
4711-04-302-045	X030724, Lakewood Kno	8,953.60	RYDZEWSKI, MICHAEL & JEAN 413 CLOVERVIEW LN
4711-04-302-046	X030724, Lakewood Kno	8,953.60	BATTISTA, MICHAEL & JULIE 397 CLOVERVIEW LN
4711-04-302-047	X030724, Lakewood Kno	8,953.60	NESTLE, PAUL & CYNTHIA 381 CLOVERVIEW LN
4711-04-302-048	X030724, Lakewood Kno	8,953.60	BROWN AARON & JESSICA 365 CLOVERVIEW LN
4711-04-302-049	X030724, Lakewood Kno	8,953.60	HERNADEZ JR RITO & CHRISTINE 349 CLOVERVIEW LN
4711-04-302-050	X030724, Lakewood Kno	8,953.60	SPISAK AMY & ANTHONY 340 CLOVERVIEW LN
4711-04-302-051	X030724, Lakewood Kno	8,953.60	VINCENTINI VINCENT J & DEBORAH 356 CLOVERVIEW LN
4711-04-302-052	X030724, Lakewood Kno	8,953.60	HIEBER BRIAN & CHARLENE 372 CLOVERVIEW LN
4711-04-302-053	X030724, Lakewood Kno	8,953.60	RIES KAREN REVOCABLE LIVING TRUST 388 CLOVERVIEW LN

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-04-302-054	X030724, Lakewood Kno	8,953.60	REVENAUGH TRUST 404 CLOVERVIEW LN
4711-04-302-055	X030724, Lakewood Kno	8,953.60	CRUSE, TIMOTHY & SUSAN 420 CLOVERVIEW LN
4711-04-302-056	X030724, Lakewood Kno	8,953.60	DRAKOS ROBERT & ANNE 436 CLOVERVIEW LN
4711-04-302-057	X030724, Lakewood Kno	8,953.60	BUSHOR REV LIVING TRUST 452 CLOVERVIEW LN
4711-04-302-058	X030724, Lakewood Kno	8,953.60	LESOWYK JACOB & LESOWYK SUSAN 468 CLOVERVIEW LN
4711-04-302-059	X030724, Lakewood Kno	8,953.60	BUELL, JAMES & MEADIE 323 CLOVERVIEW LN
4711-04-302-060	X030724, Lakewood Kno	8,953.60	LEWIS STACEY 315 CLOVERVIEW CT
4711-04-302-061	X030724, Lakewood Kno	8,953.60	SEITER GERARD & GENE RT 303 CLOVERVIEW CT
4711-04-302-062	X030724, Lakewood Kno	8,953.60	PEZON RONALD & DEBORAH LTS 9.3 289 CLOVERVIEW CT
4711-04-302-063	X030724, Lakewood Kno	8,953.60	ONDERKO KURTIS J & RUBY FAITH M 273 CLOVERVIEW CT
4711-04-302-064	X030724, Lakewood Kno	8,953.60	WHITE LENN W 250 CLOVERVIEW CT
4711-04-302-065	X030724, Lakewood Kno	8,953.60	CALANDRA SCOTT 266 CLOVERVIEW CT
4711-04-302-066	X030724, Lakewood Kno	8,953.60	BODO, JOHN & NANCY, O'BRIEN-BO 300 CLOVERVIEW CT
4711-04-302-067	X030724, Lakewood Kno	8,953.60	DANFORTH KEITH 312 CLOVERVIEW CT
4711-04-302-068	X030724, Lakewood Kno	8,953.60	BRIGHT, GENE M. & MARY B. 4129 CAGNEY LN
4711-04-302-069	X030724, Lakewood Kno	8,953.60	QUALLS SHAWN 4111 CAGNEY LN
4711-04-302-070	X030724, Lakewood Kno	8,953.60	MALTBY, DOUGLAS H. 4093 CAGNEY LN
4711-04-302-071	X030724, Lakewood Kno	8,953.60	CECELON JOSEPH J & KATHLEEN 4075 CAGNEY LN
4711-04-302-072	X030724, Lakewood Kno	8,953.60	HAMMET, BRET & KAREN 4055 CAGNEY LN
4711-04-302-073	X030724, Lakewood Kno	8,953.60	GREEN BRENT & KELLY 324 CLOVERVIEW LN
4711-04-302-074	X030724, Lakewood Kno	8,953.60	VAUGHT BRIAN & KIMBERLY R 4118 CAGNEY LN
4711-04-302-075	X030724, Lakewood Kno	8,953.60	HARRIS JOHN LTS 9.3 4084 CAGNEY LN
4711-04-302-076	X030724, Lakewood Kno	8,953.60	WHITE BRENDA & DAVID 4072 CAGNEY LN
4711-04-302-077	X030724, Lakewood Kno	8,953.60	GRUNWALD JASON P & KAREN L 385 CONOVER CT
4711-04-302-078	X030724, Lakewood Kno	8,953.60	JAMES CHERYL L 397 CONOVER CT
4711-04-302-079	X030724, Lakewood Kno	8,953.60	HEBERT DAVID & MICHELLE LTS 9.3 409 CONOVER CT
4711-04-302-080	X030724, Lakewood Kno	8,953.60	SIMPSON ROBERT D TRUST 390 CONOVER CT

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-04-302-081	X030724, Lakewood Kno	8,953.60	ROTTINGHAUS STEVEN 5341 HIDDEN PINES DR
4711-04-302-082	X030724, Lakewood Kno	8,953.60	WATKINS DALEY JR & HARRIET FAYE 360 CONOVER CT
4711-04-302-083	X030724, Lakewood Kno	8,953.60	JOHNSON JEFFREY & STEPHANIE 348 CONOVER CT
4711-04-302-084	X030724, Lakewood Kno	8,953.60	MUNSON JAMES & DANA 336 CONOVER CT
4711-04-302-085	X030724, Lakewood Kno	8,953.60	JEFFERSON LOUIS & CALLIE 324 CONOVER CT
4711-04-302-086	X030724, Lakewood Kno	8,953.60	TRUDEAU STEVEN & MARYANN RLT 121 TRIANGLE DR
4711-04-302-087	X030724, Lakewood Kno	8,953.60	KASHINSKY, JAMES & DONNA 300 CONOVER CT
4711-04-302-088	X030724, Lakewood Kno	8,953.60	PINOZZI JEFFERY & LAURA 288 CONOVER CT
4711-04-302-089	X030724, Lakewood Kno	8,953.60	GREENE, STEVEN E. & JULIE M. 276 CONOVER CT
4711-04-302-090	X030724, Lakewood Kno	8,953.60	BELDING STANLEY LTS 9.3 264 CONOVER CT
4711-04-302-091	X030724, Lakewood Kno	8,953.60	SIROIS, JOHN E. & LORI L. 252 CONOVER CT
4711-04-302-092	X030724, Lakewood Kno	8,953.60	MOWERY MATTHEW & ROBERTS ANGELA 263 CONOVER CT
4711-04-302-093	X030724, Lakewood Kno	8,953.60	COMER CHRISTA 271 CONOVER CT
4711-04-302-094	X030724, Lakewood Kno	8,953.60	PETSCH, DARYL & MANIFOLD, PEGG 285 CONOVER CT
4711-04-302-095	X030724, Lakewood Kno	8,953.60	O'BRIEN, RICHARD J. & PAULINE A. 303 CONOVER CT
4711-04-302-096	X030724, Lakewood Kno	8,953.60	HALFMANN PAUL LTS 9.3 341 CONOVER CT
# OF PARCELS: 97	TOTALS:	868,499.20	

EXHIBIT C

CERTIFICATE

I, the undersigned, Supervisor of Genoa Charter Township, Livingston County, Michigan (the "Township"), acting pursuant to a resolution duly adopted by the Township Board of the Township on June 3, 2024 (the "Resolution") certify that (1) the attached special assessment roll for the Lakewood Knoll Subdivision Road Rehabilitation Special Assessment Project (Winter 2024), to which this Certificate is affixed, was made pursuant to the Resolution and (2) in making such a roll, I have, according to my best judgment, conformed in all respects to the directions contained in the Resolution and the statutes of the State of Michigan, including Act No. 188, Public Acts of Michigan, 1954, as amended.

Dated: June 17, 2024

Bill Rogers
Genoa Charter Township Supervisor

**EXHIBIT D – NOTICE OF SECOND PUBLIC HEARING
JULY 1, 2024**

**NOTICE OF JULY 1, 2024 PUBLIC HEARING ON THE SPECIAL ASSESSMENT ROLL FOR THE
PROPOSED LAKEWOOD KNOLL SUBDIVISION ROAD REHABILITATION SPECIAL ASSESSMENT
PROJECT (WINTER TAX 2024)**

PLEASE TAKE NOTICE that the Supervisor has reported to the Township Board and filed in the office of the Manager and Township Clerk for public examination a special assessment roll covering all properties within the Lakewood Knoll Subdivision Road Rehabilitation Project (Winter Tax 2024). Said assessment roll has been prepared for the purpose of assessing a portion of the costs of the thereto within the aforesaid Lakewood Knoll Subdivision Road Rehabilitation Special Assessment district. The costs are more particularly shown in the estimate of costs which is on file and available for public inspection in the office of the Manager and Township Clerk. The roll is the total amount of \$868,500 spread over ten (10) years with a proposed special assessment principal payment of \$8,953.60 (\$895.36 annually) per residential parcel for 97 parcels with 2% interest applied to the outstanding balance. The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a Public Hearing on **July 1, 2024 at 6:30 p.m., at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116**, to review the special assessment roll, to consider any objections thereto, and to confirm the roll as submitted or revised or amended. The roll may be examined at the office of the Manager or Township Clerk at the Township hall during regular business hours of regular business days until the time of the hearing and may be examined at the hearing. Appearance and protest at the hearing or protest in writing before the close of the public hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal.

Any owner or party in interest, or agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter at or before the hearing, and in that event personal appearance shall not be required. The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

After the public hearing, the Township Board may confirm the roll as submitted or as revised or amended; may provide for payment of special assessments in installments with interest on the unpaid balance; and may provide by resolution for other matters permitted by law with regard to special assessments.

All interested persons are invited to be present at the hearing to submit comments concerning the foregoing. The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the hearing upon seven (7) days' notice to the Township Manager. Individuals with disabilities requiring such aids or services should contact the Manager at the address or phone number listed below.

This notice is given by order of the Genoa Charter Township Board.

Dated: June 20, 2024

Publication: Press/Argus on 6/21/24 and 6/28/24

Kelly VanMarter

Genoa Charter Township Manager

2911 Dorr Road, Brighton, MI 48116

Phone: 810-227-5225

Email: kelly@genoa.org

EXHIBIT E

AFFIDAVIT OF MAILING

STATE OF MICHIGAN

COUNTY OF LIVINGSTON

KELLY VANMARTER, being first duly sworn, deposes and says that the required second notice of public hearing, a true copy of which is attached hereto was prepared for mailing, and was mailed on June 20, 2024, via first-class mail, to each record owner of or party in interest in all property to be assessed for the improvement described therein, as shown on the last local tax assessment records of Genoa Charter Township; that she personally compared the address on each envelope against the list of property owners as shown on the current tax assessment rolls of the Township; that each envelope contained therein such notice and was securely sealed with postage fully prepaid for first-class mail delivery and plainly addressed; and that she personally placed all of such envelopes in a United States Post Office receptacle on the above date.

Kelly VanMarter, Manager
Genoa Charter Township
June 20, 2024



2911 Don Road
Brighton, MI 48116
(810) 227-5225
(810) 227-3420 fax
genoa.org

SUPERVISOR

Bill Rogers

CLERK

Paulette A Skolrus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Jeff Dhaenens

Terry Croft

Diana Lowe

MANAGER

Kelly VanMarter

MEMO

TO: Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: June 10, 2024
SUBJECT: Annual Rate Adjustments for the Lake Edgewood Water System Customers served by the City of Brighton

.....
For consideration at the June 17, 2024 Board Meeting is the proposed annual rate adjustments for the Lake Edgewood Water System Customers serviced by the City of Brighton Water System.

Please find attached a letter dated May 23, 2024 from the City of Brighton regarding their adopted 2024 - 2025 fee schedule for water and sewer use, along with connection fees. In summary, Brighton increased their rates 8.96%. Correspondingly, please find attached a June 10th letter from Pfeffer, Hanniford, and Palka, which recommends the adjusted rates for these fees. These rates include the \$0.20 per 1,000-gallon administrative charge from Genoa Charter Township to cover meter reading, meter replacement, billing, postage, collection, and other fees. As staff, we concur with the proposed adjustments, and we recommend that the effective date of the changes be July 1st, 2024. This date corresponds with a new billing cycle for Lake Edgewood Water Customers.

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

Moved by _____, supported by _____ that at the June 17, 2024 Genoa Charter Township Board Meeting, the following water rate adjustments are established:

- Increase the Lake Edgewood North Star (Conference Center Drive) Quarterly Water Fee to \$8.33 / 1,000 gallons from \$7.66 / 1,000 gallons;
- Increase the Lake Edgewood Other Quarterly water fee to \$7.98 / 1,000 gallons from \$7.34 / 1,000 gallons;
- Hold the applicable Brighton City water connection fee at \$2,802 per REU and the sewer connection at \$7,198 per REU.



CITY OF BRIGHTON

May 23, 2024

Kelly VanMarter, Manager
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Ms. VanMarter:

The City of Brighton's adopted FY 2024-2025 Fee Schedule for Sewer and Water user and connection fees, as they relate to Genoa Township, are listed below. These rates are effective July 1, 2024.

	Dillon	Northstar	Lake Edgewood
Water:			
Commodity (1,000 gal.)-	\$7.78	\$8.13	\$7.78
PILOT (bi-monthly)	\$16.66		

Connection Fees (Per REU):	
Water	\$2,802
Sewer	\$7,198

Please contact me if you have any questions at 810.225.9283.

Sincerely,

Elizabeth Gaines
Finance Director

Cc: File
Ken Palka-kpalka@phpcpa.com

200 N. First St. Brighton, MI 48116
(810) 227-1911
www.brightoncity.org



PFEFFER • HANNIFORD • PALKA
Certified Public Accountants

John M. Pfeffer, C.P.A.
Patrick M. Hanniford, C.P.A.
Kenneth J. Palka, C.P.A.

Members:
AICPA Private Practice Companies Section
MACPA

225 E. Grand River - Suite 104
Brighton, Michigan 48116-1575
(810) 229-5550
FAX (810) 229-5578

June 10, 2024

Dr. Gregory Tatara
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Dear Greg:

As you have requested we have reviewed the City of Brighton's revised fee schedule effective July 1, 2024 for Lake Edgewood Water.

Based on our review we recommend the following rate changes be implemented by Genoa Township.

1. Lake Edgewood - Conference Center Quarterly Usage Fee - Water
The water fee should increase to \$8.33 per 1,000 gallons from \$7.66 per 1,000 gallons.
(It should be noted the City's rates increased from \$7.46 to \$8.13)
2. Lake Edgewood - Other Quarterly Usage Fee - Water
The water fee should increase to \$7.98 per 1,000 gallons from \$7.34 per 1,000 gallons.
(It should be noted the City's rates increased from \$7.14 to \$7.78)

We recommend the increase be started in the next billing cycle.

If you should have any questions please call.

Sincerely,

PFEFFER, HANNIFORD & PALKA
Certified Public Accountants

Kenneth J. Palka

CC: Ms. Kelly VanMarter



MEMO

TO: Genoa Charter Township Board

FROM: Greg Tatara, Utility Director

DATE: June 12, 2024

RE: Intergovernmental Agreement for Lake Edgewood Wastewater System to Become a Wholesale Customer of the Genoa – Oceola Sewer and Water Authority

.....

For consideration at tonight’s Board Meeting, is the approval of the formal intergovernmental operations agreement for the consolidation of Lake Edgewood Sewer System (LES) with the Genoa-Oceola Sewer and Water Authority System (GO). We are pleased to report that the project is nearing completion, so it is time to formally institute this agreement so that GO can begin billing for treatment services.

Background

We originally presented the concept of taking the Lake Edgewood Wastewater Plant off line to the Genoa Township and Genoa Oceola Boards in February of 2023. The reason to take the plant off line was many fold, from the plant aging and needing significant upgrades, to concerns about the long term viability of ground water discharge and emerging contaminants, and finally anticipate flow increases from the new hospital. By June of 2023, we had completed some preliminary engineering, looked at the financial feasibility of LES becoming a wholesale customer of GO, and received concurrence from the GO Board that they would accept the flows. As a result, in June of 2023 the Genoa Township Board approved the project and dedicated \$531,621 in ARPA funds toward this infrastructure improvement. With that approval, we completed design, obtained permits from the County, Road Commission, and State of Michigan and obtained bids. At the November 20th meeting of the Genoa Township Board, the bids and formal project budget were approved by the Township.

As stated in the introduction, the project is nearly 100% complete. In the first section titled Project and Construction Budget Update we provided some project pictures of the various construction. In addition, we have provided a budget summary that includes all payments to date, change orders, and other costs incurred. We are pleased to report that the project will be completed under budget for a cost of approximately \$1,343,000, which is under the budget set in June of 2023 of \$1,371,025. By serving as the general contractor, we saved a significant amount of money when you consider that the cost took care of installation of 8,800 feet of forcemain, piping modifications, lift station construction, pump purchase, and programming.

Wholesale Rate and Operations Budget

In addition, prior to seeking approval of the project from the Genoa and GO Boards, we looked at the budget impact for the LES Operation and Maintenance Budget. The calculated wholesale rate is \$2.95 per 1,000. In comparing the approved Fiscal Year 2025 Budget to the revised budget with the wholesale treatment rate, which are attached to this memorandum, it appears that the Lake Edgewood System will finish slightly under budget and have no financial impact. Long term, with reduced maintenance, we anticipate that this will be a favorable investment to keep the Operation and Maintenance Rates for Lake Edgewood affordable.

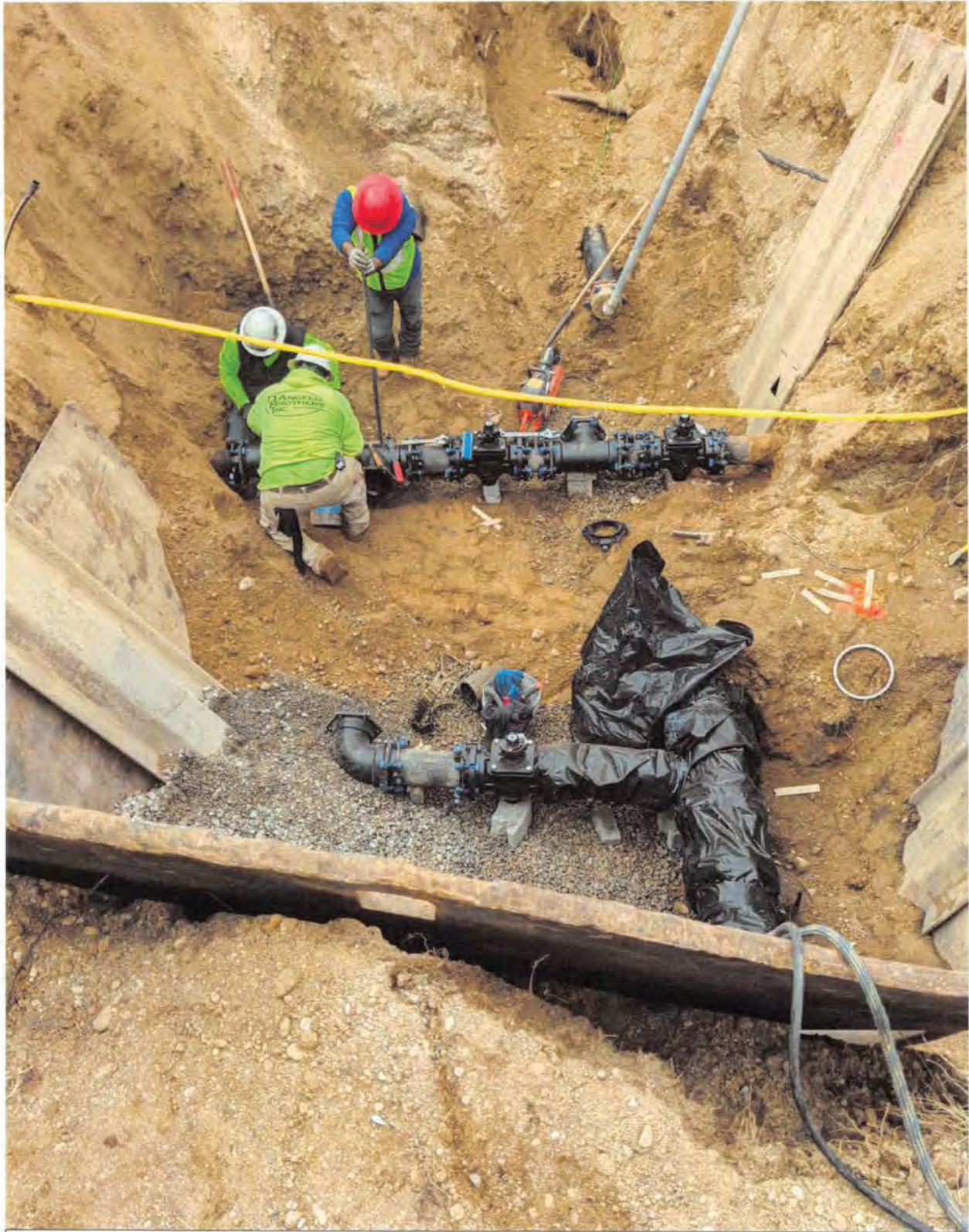
Agreement

Presented in the third section to this memorandum is the proposed Sewage Treatment Agreement between Genoa Charter Township (Lake Edgewood) and GO. This agreement is essentially the same agreement that Genoa entered into in 2015 for the wholesale treatment of wastewater from the former Oak Pointe Wastewater Treatment Plant. The only exception from Oak Pointe is that LES is using approximately 10% of the GO Collection System in terms of Lift Stations and Piping, and as a result, 10% of those collection costs in the G-O budget are applied to the Lake Edgewood treatment rate. Lake Edgewood, under the agreement, will continue to maintain a separate operations budget, and will be responsible for operation and maintenance costs of its collection system. In addition to establishing the treatment rate, this agreement addresses operation, dispute resolution, following ordinances, and operation terms.

Based on the attached documentation, as well as this written description, we recommend the following motion:

Moved by _____, supported by _____ to approve the Sewage Treatment Agreement Between the Genoa Ocala Sewer and Water Authority and Genoa Charter Township for the Lake Edgewood Sewer System.

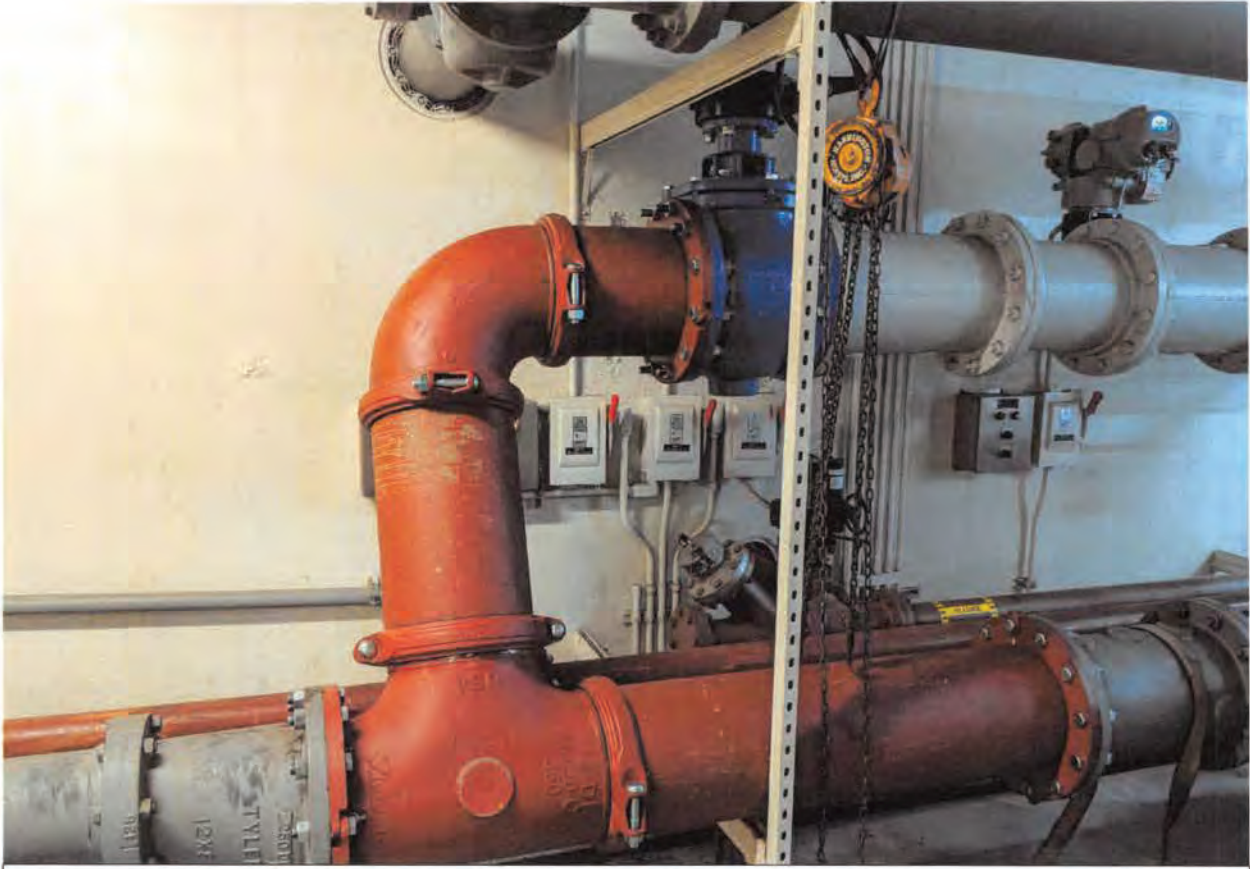
**Project
and Construction Budget Update**



Connection of new force main to existing force mains



Watermain repair along Grand River where directional drill damaged watermain



Re-routed piping inside plant to utilize existing effluent line to fill sludge storage equalization tanks



New piping rails installed in existing decant chamber to become pump chamber to Genoa-Oceola



Water from Lake Edgewood Test Flowing into Genoa- Oceola Gravity Sewer

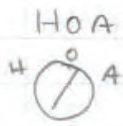


Wiring of New Pump Control and Instrumentation Panel Installed On- Site of Lake Edgewood SST

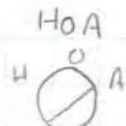
Lake Edgewood EQ Station



Pump No 1 Pump No 2



Run Status



Run Status

Status

EQ High Level Normal Alarm

EQ TANK Low LEVEL Normal Alarm

Pump 1 Seal Temp Normal Alarm

Pump 2 Seal Temp Normal Alarm

RTU Power Failure Normal ALARM

RTU Comm Failure Normal Alarm

DS 10 Storm Mode Normal Alarm

Storm Mode Reset:

Red - OFF
Green - Normal

Generator

STOP

Gen Status Normal

Gen. Starts Yes. Today Total
Gen Hrs.

Setpoints

Update

FLOW RATE (Between 150-250 GPM) ###

High Alarm Ft. #. #

Log Start Ft. H. #

Lead Start Ft. H. #

All Stop Ft. H. #

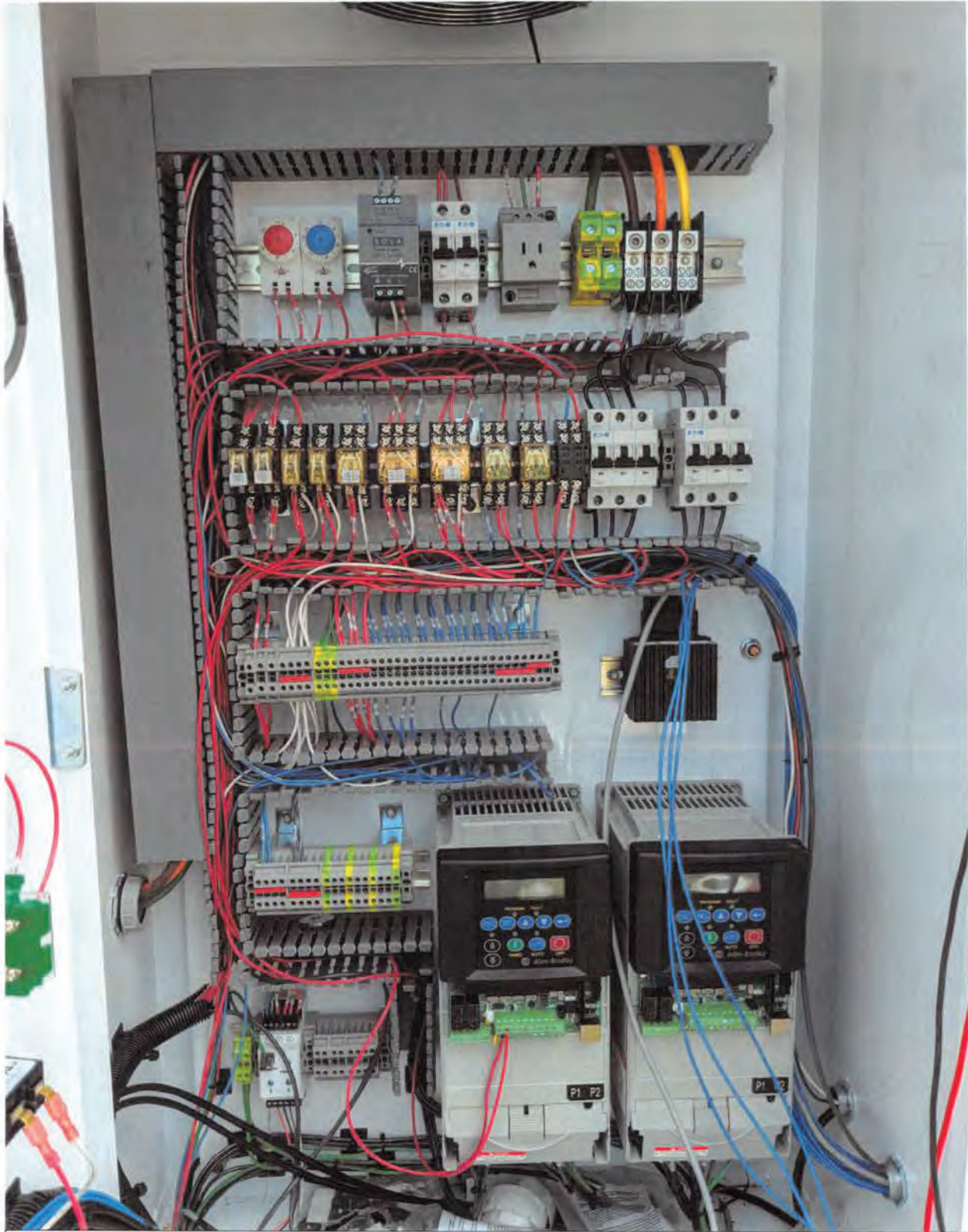
low Alarm Ft. H. #

	Today	Yesterday	Total
Pump 1 HRS	##	#	
Pump 2 HRS	##	#	
Pump 1 STARTS	##	#	
Pump 2 STARTS	##	#	

Lock out Time

ENABLE OFF ON

TIME ## ##



Interior View of Control Panel and Variable Frequency Drives

**LE to GO Consolidation Project
Budget and Funding Plan
Updated 6/10/24**

Original Project Financing Plan				
Fund	Current Balance	Portion To Retain	Portion for Project	Category
ARPA Funds	\$531,621	\$0	\$531,621	Cash
LE Reserve/New User	\$339,321	\$125,000	\$214,321	Cash
LE O&M Fund	\$667,000	\$250,000	\$417,000	Cash
Total Cash Available			\$1,162,942	
MHOG Water Reserve/New User	\$1,008,083	\$800,000	\$208,083	Loan
Total Project Budget			\$1,371,025	

Transfers Into Operating \$750,629

Known Totals	
Amount	Items

\$1,073,155 D'Angelo Const.
 \$64,000 Tetra Tech Design
 \$50,000 Construction Eng.
 \$28,000 CSM Interior Piping
 \$32,000 CSM Pump Station
 \$55,000 UIS Panel and Controls
 \$29,050 Homa Pumps
 \$2,909 Hatch
 \$2,915 Check Valve
 \$6,840 Hartland Septic By-Pass
\$1,343,869 Grand Total

Project Construction Budget

Task	Est Amount	Actual Contract	Change Order	Pay App 1	Pay App 2	Total Paid To Date
FM Installation and Tie-in to EQ Tank (D'Angelo)	\$1,030,880	\$1,030,880		\$500,208.65	\$151,070	\$651,278.65
WCD #1			\$14,295			\$0.00
WCD #2			\$27,980			\$0.00
Tetra Tech Survey, Design and Bidding	\$64,000	\$64,000		\$64,000.00		\$64,000.00
HOMA Pumps (Direct Owner Procure)	\$28,500	\$29,050		\$29,050.00		\$29,050.00
Mechanical	\$100,000	\$90,000	-\$30,000	\$28,000.00		\$28,000.00
Electrical	\$50,000	\$50,000	\$5,000			\$0.00
Construction Engineering	\$30,000	\$30,000	\$25,000	\$45,000.00		\$45,000.00
Subtotal	\$1,303,380					\$0.00
Contingency (5%)	\$65,169.00					\$0.00
Hatch for PS			\$2,909.36	\$2,909.36		\$2,909.36
APCO Check Valve			\$2,915.00	\$2,915.00		\$2,915.00
Sprinkler Repair (skynova)			\$583.00	\$583.00		\$583.00
By Pass Pumping			\$3,420.00	\$3,420.00		\$3,420.00
Total	\$1,368,549.00	\$1,293,930.00	\$42,275.00			\$827,156.01
Net	\$32,344.00					

Lake Edgewood Proposed 2025 Operation Budget Update

CHARTER TOWNSHIP OF GENOA
 LAKE EDGEWOOD SEWER SYSTEM
 BUDGET FOR 1 YEAR ENDING 3/31/23 COMPARED
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/22
 BUDGET WORKSHEET AMENDED 3-31-24
 BUDGET WORKSHEET ORIGINAL 3-31-25

ACCT #	DESCRIPTION	SEWER BUDGET FOR THE YEAR ENDING 3/31/24	SEWER ACTUAL FOR THE 9 MONTHS ENDING 12/31/2023	VARIANCE	SEWER PROPOSED REVISIONS FOR YEAR ENDING 3/31/2024	SEWER PROPOSED AMOUNTS FOR YEAR ENDING 3/31/2025	NOTES
REVENUES							
000-400-002	Billings - operations	378,576	313,922	(64,654)	410,877	404,423	Metered rate from \$7.45 1,000 gal to \$7.60 & Flat rate from \$145.66 per qtr To \$148.57 (2% increase) Minimum \$88.40 for 9,000 gallons or less
000-665-001	Interest income	1,600	6,527	4,927	7,000	7,000	Estimate
000-672-003	Income - other	500	2,621	2,121	2,621	500	Estimate
000-699-234	Trans - in DPW # 503	4,000	7,550	3,550	7,550	-	Actual for 2024 and wait for 2025
TOTAL INCOME		384,676	330,620	(54,056)	428,048	411,923	
EXPENSES							
500-801-002	Accounting/auditing	7,500	3,250	4,250	7,500	7,500	Hold
500-753-002	Chemicals	8,500	8,463	2,037	8,700	4,400	Plant Going Off Line in 6 Mos - Reduce
500-946-002	Engineering - general	-	-	-	-	-	None planned
500-946-004	Engineering - separate projects	5,000	-	5,000	-	5,000	Closure Plan to State for Plant
500-840-002	Insurance	4,000	4,197	(197)	4,200	4,500	Expect small insurance increase next year
500-725-002	Labor, Equipment, & Materials	148,000	107,107	40,893	143,000	150,000	5% increase of this year
500-725-004	Laboratory costs	12,000	7,208	4,792	10,000	5,000	Plant off line in 8- mo
500-802-002	Legal fees	-	95	(95)	100	-	Question to attorney
500-808-002	Licenses, Fees, Permits	3,650	-	3,650	3,650	3,650	EGLE Permit for ground water discharge
500-805-002	Miss Dig	500	-	500	500	500	LE Share of MISS DIG Cost
500-751-002	Office expenses	500	443	57	450	500	Hold
500-687-002	Refunds & adjustments	-	-	-	-	-	Placeholder
500-931-003	R & M - Building	2,500	619	1,981	1,000	2,500	Building repairs
500-931-007	R & M - Grounds	3,000	6,043	(3,043)	6,043	7,500	RIB Abandonment
500-931-009	R & M - Scada Web Maint. & Cell	2,000	-	2,000	2,000	2,000	SCADA costs
500-931-011	R & M - Plant equipment	25,000	5,400	19,600	7,500	7,500	Change to PS Maintenance after 6 Mos
500-931-012	R & M - Grinder pumps	10,000	6,419	3,581	7,500	7,500	Cost for Grinder Repairs
500-931-015	R & M - Lines	7,500	4,917	2,583	7,000	7,500	Line Excavation and Repair, hold for next year
500-931-023	R & M - Pump stations	25,000	1,891	23,309	2,500	25,000	Hold for next year
500-931-025	R & M - mowing (not snow plowing)	5,500	5,130	370	5,500	6,000	Mowing will continue
500-931-029	R & M - Generators	10,000	19,923	(9,923)	25,000	15,000	Repairs to plant generator, PS43 transfer switch, etc.
500-931-032	R & M - Sewer line cleaning	-	-	-	-	-	Placeholder
500-931-034	R & M - Vector Truck exp	2,500	7,698	(5,198)	8,000	8,000	Only Vector Truck Expenses
500-931-035	R & M - Other	-	-	-	-	-	Placeholder
500-931-038	R & M - Backups	-	-	-	-	-	Placeholder
500-864-001	Sludge disposal	35,000	28,172	6,828	36,000	15,000	Will go away, cost for cleaning out of sludge tanks
500-762-007	Tools & supplies	250	844	(594)	1,000	1,000	Increase to this year amount
500-762-010	Parts & supplies paid with credit card	1,500	1,637	(137)	2,000	1,500	Increase, all system shared maintenance costs
500-700-002	Trans out - Capital Impr. Repl. Reserve	10,000	-	10,000	10,000	-	Hold for 2025 since going over to GO
500-920-002	Utilities - electric	42,500	33,692	8,808	45,000	30,000	Reduce, plant off line. Still be pump station costs, will drop due to no blowers
000-917-001	Utilities - water	250	60	190	250	250	Water use at plant
500-921-002	Utilities - gas	4,200	3,402	798	4,500	4,500	Cost to heat buildings
500-924-001	Utilities - sewer BTS (Davita)	4,300	1,988	2,312	2,850	2,650	Greg did not have anything in here???
500-925-001	Utility - GO Sewer Charges/new line- contr to go contrans to le reserve for conversion	-	-	-	60,000	80,000	New cost for G-O Wholesale treatment
Total expenses		380,650	258,298	124,352	411,543	404,450	
Net revenues/expenses		-4,026	74,322	70,296	16,505	7,473	
Beginning fund equity (deficit)		771,318	738,458	(32,860)	771,318	787,823	
Ending fund equity (deficit)		775,344	812,780	37,436	787,823	795,296	

**CHARTER TOWNSHIP OF GENOA
LAKE EDGEWOOD SEWER SYSTEM
ESTIMATED BUDGET WITH LES OFFLINE JUNE 15, 2024**

ACCT #	DESCRIPTION	SEWER ESTIMATED AMOUNTS FOR YEAR ENDING 3/31/2025
REVENUES		
000-400-002	Billings - operations	404,423
000-665-001	Interest income	7,000
000-672-003	Income - other	500
000-699-234	Trans - in DPW # 503	3,750
	TOTAL INCOME	415,673
EXPENSES		
500-801-002	Accounting/auditing	7,500
500-753-002	Chemicals	2,154
500-946-002	Engineering - general	-
500-946-004	Engineering - separate projects	2,500
500-840-002	Insurance	4,500
500-725-002	Labor, Equipment, & Materials	150,000
500-725-004	Laboratory costs	3,500
500-802-002	Legal fees	-
500-808-002	Licenses, Fees, Permits	3,650
500-805-002	Miss Dig	500
500-751-002	Office expenses	500
500-687-002	Refunds & adjustments	-
500-931-003	R & M - Building	2,500
500-931-007	R & M - Grounds	7,500
500-931-009	R & M - Scada Web Maint. & Cell	2,000
500-931-011	R & M - Plant equipment	7,500
500-931-012	R & M - Grinder pumps	7,500
500-931-015	R & M - Lines	7,500
500-931-023	R & M - Pump stations	25,000
500-931-025	R & M - mowing (not snow plowing)	6,000
500-931-029	R & M - Generators	15,000
500-931-032	R & M - Sewer line cleaning	-
500-931-034	R & M - Vactor Truck exp	8,000
500-931-035	R & M - Other	-
500-931-038	R & M - Backups	-
500-864-001	Sludge disposal	12,850
500-762-007	Tools & supplies	1,000
500-762-010	Parts & supplies paid with credit card	1,500
500-700-002	Trans out - Capital Impr. Repl. Reserve	-
500-920-002	Utilities - electric	25,000
000-917-001	Utilities - water	250
500-921-002	Utilities - gas	4,500
500-924-001	Utilities - sewer BTS (Davita)	2,650
500-925-001	Utility - GO Sewer Charges/new line- contr to go conv trans to le reserve for conversion	103,014
	Total expenses	414,068
	Net revenues/expenses	1,605
	Beginning fund equity (deficit)	787,823
	Ending fund equity (deficit)	789,428

Proposed Operations Agreement

SEWAGE TREATMENT AGREEMENT

THIS SEWAGE AGREEMENT is dated as of June 12, 2024 by Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), and Genoa Charter Township (“Township”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116.

ARTICLE I – RECITALS

WHEREAS, Genoa Charter Township (“the Township”) owns and operates Lake Edgewood Sewer System (LES); and,

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

WHEREAS, the Township and Authorities have concluded that the operation of sanitary systems is needed to promote and improve the health and welfare of the residents of the Townships; and,

WHEREAS, to alleviate potential ground water contamination from sodium, chloride and other recalcitrant wastewater discharge products, the governing bodies determined that it is in the best interest of both systems to enter into an agreement for the treatment of sewage from the LES at the G-O System under the provision of Act 258, Michigan Public Acts of 2011; and,

WHEREAS, consolidating wastewater systems, in addition to solving the potential pollution problem, saves money, reduces energy usage, reduces chemical usages, and improves efficiency of operation.

NOW, THEREFORE, in consideration of the promises below, the parties mutually agree as follows:

ARTICLE II – PROJECT DESCRIPTION

The project, as defined by this agreement, will consist of converting the existing sludge storage at the Lake Edgewood WWTP to an equalization station, installing a new pump station at the LES, and constructing a 6-inch force main from the LES to gravity manhole SNM4433 in the GO Collection System. Flow from Lake Edgewood will be directed to the GO WWTP through portions of the existing GO Collection System.

ARTICLE VI – CAPACITY

Genoa Township LES cannot exceed 200,000 gallons per day of equalized flow from the LES without an amendment to this agreement. The line constructed to connect LES to the G-O System shall be dedicated for the sole purpose of transporting Lake Edgewood flows to the G-O Plant and shall not be utilized to transport other flows originating in Genoa Township to the G-O WWTP without amendment of this agreement by both Governing Boards.

As part of future expansions to the G-O plant, the LES will have the option to become integrated into the G-O System should the governing Boards of Genoa Township and the G-O Sewer and Water Authority determine that unified operation is in the interest of both systems.

ARTICLE VII - OPERATION OF THE SYSTEMS

During the term of the Agreement, the Township agrees to provide, through the Township Utilities Department, the staff, vehicles, supplies and materials needed to operate the LES as defined by the map presented in **Exhibit 1**, up to the connection point. **Exhibit 1** includes the existing LES Service Area and defines the infrastructure that will be maintained by LES and G-O in the future. The G-O Authority agrees to provide facilities, energy, staff, and supplies necessary to treat the sewage originating from the LES. The Parties agree to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Systems. The ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE VIII- ORDINANCES

Genoa Township hereby agrees to comply with the Genoa-Oceola Sewer and Water Authority Sewer Use Ordinance adopted February 12, 1992, as amended. A copy hereto is attached as **Exhibit 2**. Flows from the LES must be in compliance with the ordinance, and Genoa-Oceola reserves all rights as provided in the ordinance to assure compliance.

ARTICLE IX – AUTHORITY SCOPE OF SERVICES

Following is a description of the services the Authority shall provide to Genoa Township under the terms of this agreement.

Section 9.1 -Billing Services

The Genoa-Oceola Sewer and Water Authority will read the flow meter installed on the effluent line at the Lake Edgewood Equalization Station as described in Article II on a quarterly basis on the last regular business day of the month. The G-O Authority shall bill Genoa Township quarterly for the aggregate monthly usage for that quarter. Bills will be submitted to Genoa-Township on or near the 15th of the month of January, April, July, and October.

If the Effluent meter is not functioning properly, the G-O Authority shall utilize the influent flow meter readings to the Lake Edgewood Equalization Station. The G-O Authority reserves to the right to estimate monthly readings should the effluent and influent meters fail to operate.

The LES shall make prompt repair to the effluent meter if the meter is not functioning properly. No more than two successive months of utilizing influent meter readings or estimated volumes shall be permitted by the Genoa-Oceola Authority due to meter malfunction.

Section 9.2 -Sewage Treatment Services

The Authority shall treat LES flow in accordance with Permits, Laws, and Standard of Care that is used for treating all other flow entering the Genoa-Oceola WWTP, including the resulting process residuals.

ARTICLE X - CAPITAL PROJECTS

This agreement does not prevent either the G-O Authority or the Genoa Township LES from designing, financing, or constructing capital improvement projects for the continued operation of the systems. Funding for these improvements can occur from O&M Funds, Reserve Funds, Developer Financed Improvements, or Municipal Bond Proceeds.

ARTICLE XI -PAYMENT FOR SERVICES

The G-O Authority shall receive compensation from Genoa Township for providing staff, vehicles, supplies and material necessary to provide the operational, maintenance and billing services contemplated by this Agreement, and Genoa Township shall be billed quarterly. Payment shall be received within 45 days of the date of the invoice. Payment not made within 45 Days shall be subject to a 10% penalty.

The G-O Authority will not accept an offset in lieu of payment for treatment services rendered.

Section 11.1 - Calculation of Bulk Rate

The annual bulk rate, initially set as 2.95/1,000 gallons of flow received shall be calculated utilizing the methodology presenting in **Exhibit 3**.

Section 11.2 – Annual Rate Adjustments

The bulk rate charged to LES shall be reviewed and subject to adjustment annually. Based on the methodology presented in **Exhibit 3**, the bulk rate will be Adjusted as necessary in August of each year. The rate adjustment shall occur in October of each year and shall not increase by an amount greater than the rate of increase for all other customers of the G-O Authority.

Section 11.3 Procedures for the Authority Providing Services to Additional Systems or Wholesale Users

This agreement shall not preclude the Genoa-Oceola Sewer and Water Authority from providing Services to additional systems or Wholesale Users.

ARTICLE XII –LAKE EDGEWOOD WASTEWATER QUALITY

The flows from LES shall comply with the provisions of the Genoa-Oceola Sewer Use Ordinance as presented in **Exhibit #2**. Additionally, LES shall not accept any flows that would constitute the G-O Authority having to implement an Industrial Pre-Treatment Program.

ARTICLE XIII –CHANGE IN LAWS AND REGULATIONS

The LES users shall be treated the same as all other users connected to the G-O WWTP with respect to Federal and State Laws and Regulations governing the wastewater treatment industry.

ARTICLE XIV -TERM AND TERMINATION

Section 14.1 Term

This Agreement begins on the “Commencement Date” and ends 20 years after, which is the defined useful life of the improvements. The term of the agreement will automatically renew for successive periods of two years each, unless notice of termination is provided by a party to this Agreement to the other parties to this Agreement not more than 720 days and not less than 360 days prior to the end of the initial term or any subsequent term of this Agreement.

Section 14.2 Events of Default and Remedies

The failure of any party to comply with payment terms or covenants in this Agreement, or to breach the representations of this Agreement, shall constitute a default. Upon default by a party, the complaining party shall send written Notice of Default. Such notice shall clearly specify the nature of the default and provide the defaulting party sixty (60) days to cure the default. If the default is capable of being cured within sixty (60) days, but is not cured within the sixty (60) days, the Agreement shall terminate at midnight of the sixtieth (60th) day following receipt of the Notice of Default. In the case of default that cannot be cured within sixty (60) days, the Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a remedy. Evidence of such remedy and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party, and in any event such extension may not extend for more than one hundred eighty (180) days.

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

ARTICLE XV - INSURANCE

Section 15.1- Insurance Provided by Genoa Township

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

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

Section 15.2 - Genoa-Oceola Insurance

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

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

ARTICLE XVI - DISPUTE RESOLUTION

Section 16.1 - Appointment of Panel

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utilities Staff shall appoint one representative to the Panel, the governing bodies of the Systems shall collectively appoint one representative to the Panel and the two representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within forty five (45) days of written notice of a dispute or claim.

Section 16.2 - Additional Remedies and Arbitration

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within thirty (30) days of appointment, or if a party fails or refuses to appoint a representative, then upon expiration of 45 days from the date of written notice, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they mutually agree in writing, submit any claims, disputes or other matters in question

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

Section 16.3 - Covenant to Continue Work

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

ARTICLE XVII - MISCELLANEOUS

Section 17.1 - Assignment

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

Section 17.2 - Choice of Law and Forum

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

Section 17.3 - Entire Agreement

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

Section 17.4 - Notices

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

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

Notices to be Genoa-Oceola will be addressed to:

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

Section 17.5 - Severability

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

Section 17.6 - Amendment or Modification of Agreement

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

Section 17.7 - Third Party Beneficiaries

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

Section 17.8 - Counterparts

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

Section 17.9 - Required Taxes, Insurances, Fees and Documents

Both parties agree that they will operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.

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

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: _____

By: Rob Henshaw
Secretary

GENOA CHARTER TOWNSHIP

Date: _____

By: Bill Rogers
Its: Supervisor

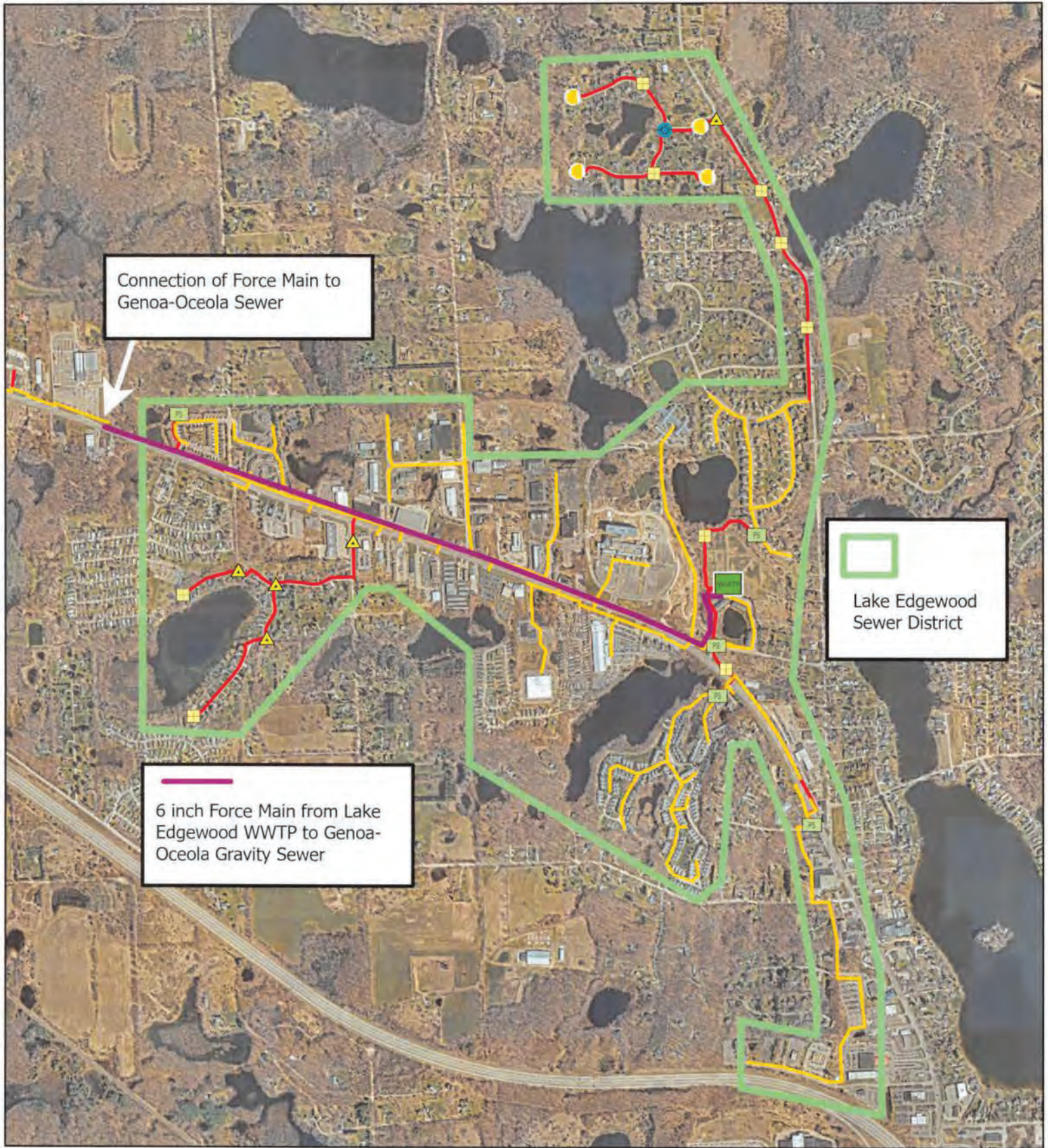
EXHIBITS

Exhibit 1 – Map of Route from Lake Edgewood to G-O WWTP, with LES Collection System Boundary Defined

Exhibit 2 – Genoa-Oceola Sewer Use Ordinance, February 13, 1991 as Amended

Exhibit 3 – Wholesale Rate Methodology

EXHIBIT 1
Map of LES Collection System



Connection of Force Main to Genoa-Oceola Sewer

Lake Edgewood Sewer District

6 inch Force Main from Lake Edgewood WWTP to Genoa-Oceola Gravity Sewer

-  Pump Stations
-  Waste Water Treatment Plant
-  Gravity Main
-  Force Main

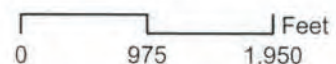


EXHIBIT 2
Genoa – Ocala Sewer Ordinance

**GENOA-OCEOLA SEWER AND WATER AUTHORITY
SEWER USE ORDINANCE**

Adopted February 13, 1991

ORDINANCE 1-89

ORDINANCE FOR SEWERS AND SEWAGE DISPOSAL

THE GENOA-OCEOLA SEWER AND WATER AUTHORITY ORDAINS:

Sec. 1. Purpose and Policy

An ordinance regulating private and public sewers, sewer connections, industrial waste pretreatment facilities and discharge of industrial waste into the following Genoa-Oceola Sewer and Water Authority publicly operated treatment works: Genoa-Oceola Sanitary Sewer Drainage District No. 1; and providing for pollutant limitations, data collection, monitoring and sampling, and providing for penalties of the violation thereof. The Ordinance is enacted pursuant to Act 246 of the Public Acts of 1945 as amended by Act 375 of the Public Acts of 1974.

The objectives of this Ordinance are:

1. To prevent the introduction of pollutants into the wastewater system which will interfere with the normal operation of the system or contaminate the resulting municipal sludge;
2. To prevent the introduction of pollutants into the wastewater system which do not receive adequate treatment in the POTW, and which will pass through the system into receiving waters or the atmosphere, or otherwise be incompatible with the system;
3. To improve the opportunity to recycle and reclaim wastewater and sludge from the system;
4. To provide sanitary sewer services to specific areas of the Genoa-Oceola Sanitary Sewer Drainage District No. 1 and the regulation and control of the sewer treatment facilities and appurtenances.

Sec. 2. Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated.

- Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.
- Applicable County Health Department shall mean the Livingston County Health Department.
- Authority. The Genoa-Oceola Sewer and Water Authority.
- Authorized Representative of Industrial User. An authorized representative of an Industrial User may be: (a) a principal executive officer of at least the level of vice-president, if the Industrial User is a corporation; (b) a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; or (c) a duly authorized representative of the individual designated above if such representative is

- Director shall mean the Director of Public Works, or his authorized representative. The Director is the person designated by the Authority to supervise the operation of the publicly owned treatment works who is charged with duties and responsibilities under this Ordinance.
- Discharge Permit. Shall mean the groundwater discharge permit or the NDPES discharge permit, whichever is applicable.
- Environmental Protection Agency, or EPA. The U.S. Environmental Protection Agency, Administrator or other duly authorized official.
- Garbage shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.
- Genoa-Oceola Sanitary Sewer Drainage District No. 1. Shall mean the sewer service area described in Exhibit 1 of this Ordinance.
- Genoa-Oceola Sewer and Water Authority. An Authority, created by the incorporating municipalities, whose purpose is to acquire, construct, purchase, finance, own, improve, enlarge, extend, operate, maintain, administer and manage sewage disposal systems and water supply systems in the Townships of Genoa and Oceola in accordance with the authorization of Act 233, Public Acts of Michigan, 1955, as amended.
- Grab Sample. A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
- Groundwater Discharge Permit. Shall mean a permit issued by the Michigan Water Resources commission for discharge of wastewater to the groundwater of the State.
- Holding Tank Waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.
- Incompatible Pollutants. Any pollutant which is not a compatible pollutant.
- Indirect Discharge. The discharge or the introduction of nondomestic pollutants into the POTW (including holding tank waste discharged into the system).
- Industrial Wastes. The wastewater discharges from industrial, manufacturing, trade or business processes, or wastewater discharge from any structure with these characteristics, as distinct from their employee's domestic wastes or wastes from sanitary conveniences.
- Interference. The inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirement of the Authority's NPDES Permit or reduces the efficiency of the POTW. The term also includes prevention of sewage sludge use or disposal by the POTW.
- Laboratory Determination. The measurements, tests and analyses of the characteristics of waters and wastes in accordance with the methods contained in the latest edition at the time of any such measurement, test, or analysis of "Standard Methods for Examination of Water and Waste Water," a joint publication of the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation or in accordance with any other method prescribed by the rules and regulations promulgated pursuant to this division.

nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes other means, except as prohibited by 40 CFR Section 403.6(d).

- Pretreatment Requirements. Any substantive or procedural requirement for treating of a waste prior to inclusion in the POTW.
- Properly Shredded Garbage shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.
- Publicly Owned Treatment Works (POTW). A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned in this instance by the Authority. This definition includes any sewers that convey wastewater to the POTW treatment plant. For the purposes of this ordinance, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the Authority who are, by contract or agreement with the Authority, users of the Authority's POTW.
- Public Sewer shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- Replacement means the replacement in whole or in part of any equipment, appurtenances and accessories in the wastewater transportation or treatment systems to insure continuous treatment of wastewater in accordance with the NPDES Permit and other applicable State and Federal regulations.
- Sanitary Sewage shall mean a liquid or water-carried waste discharged from the sanitary conveniences of dwellings including but not limited to residential homes, apartment houses and hotels, office buildings, commercial businesses or industrial plants.
- Sanitary Sewer shall mean a sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.
- Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwaters as may be present.
- Sewage Treatment Plant or Wastewater Treatment Plant shall mean any arrangement of devices and structures used for treating sewage.
 - (a) Sewage Works shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- Sewer Service Charge means the sum of the applicable user charge, surcharges and debt service charges.
- Shall is mandatory; May is permissive.
- Significant Industrial User. Any Industrial User of the Authority's wastewater disposal system who (a) has a discharge flow of 25,000 gallons or more per average work day; or (b) has a flow greater than 5% of the flow in the Authority's wastewater treatment

dwelling units such as detached, semi-detached and row houses, mobile homes, apartments, or permanent multi-family dwellings (transit lodging is not included, it is considered commercial).

Industrial User shall mean any user who discharges "industrial wastes" as defined in this ordinance.

Commercial User shall mean an establishment listed in the Office of the Management and Budget's "Standard Industrial Classification Manual" (SICM), involved in a commercial enterprise, business or service which, based on a determination by the Authority, discharges primarily segregated domestic wastes or wastes from sanitary conveniences and which is not a residential user or an industrial user.

Institutional User shall mean any establishment listed in the SICM involved in a social, charitable, religious, or educational function which, based on a determination by the Authority, discharges primarily segregated domestic wastes or wastes from sanitary conveniences.

Governmental User shall mean any Federal, State or local government user of the wastewater treatment works.

Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Sec. 3. Abbreviations

The following abbreviations shall have the designated meanings:

1. BOD - Biochemical Oxygen Demand
2. CFR - Code of Federal Regulations
3. COD - Chemical Oxygen Demand
4. EPA - Environmental Protection Agency
5. l - liter
6. mg - milligrams
7. mg/l - milligrams per liter
8. NDS- Normal Domestic Sewage
9. NPDES - National Pollutant Discharge Elimination System
10. P-Phosphorus
11. POTW - Publicly Owned Treatment Works
12. SIC - Standard Industrial Classification
13. SICM - Standard Industrial Classification Manual
14. SS - Suspended Solids

- "Manual of Methods for Chemical Analysis of Water and Wastes," United States Environmental Protection Agency, current edition.
 - "Annual Book of Standards, Part 131, Water, Atmospheric Analysis," American Society of Testing Materials, current edition.
- d. Time and duration of contribution
 - e. Average daily wastewater flow rates, including daily, monthly and seasonal variations, if any
 - f. Industries identified as significant industries or subject to the National Categorical Pretreatment Standards or those required by the Authority must submit site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation.
 - g. Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged
 - h. Where known, the nature and concentration of any pollutants in the discharge which are limited by any Township, State, or Federal Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional Operation and Maintenance and/or additional pretreatment is required by the Industrial User to meet applicable Pretreatment Standards
 - i. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards; the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:
 - (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards.
 - (2) No increment referred to in paragraph (1) shall exceed 9 months.
 - (3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the Director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than 9 months elapse between such progress reports to the Director.
 - j. Each product produced by type, amount, process or processes and rate of production
 - k. Type and amount of raw materials processed, average and maximum per day

- l. Require waste treatment facilities, process facilities, waste streams, or other potential waste problems to be placed under the specific supervision and control of persons who have been certified by an appropriate State agency as properly qualified to supervise such facilities.
- m. Require records and file reports to be maintained on the final disposal of specific liquids, solids, sludges, oils, radioactive materials, solvents, or other wastes.

4. **Compliance Date Report**

Within 90 days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any User subject to Pretreatment Standards and Requirements shall submit to the Director a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and maximum daily flow for these process units in the User facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the User into compliance with the applicable Pretreatment Standards or Requirements. This statement will be signed by an authorized representative of the Industrial User, and certified to by a qualified representative.

5. **Periodic Compliance Reports**

- a. Any User or New Source discharging into the POTW, shall submit to the Director during the months of June and December, unless required more frequently in Pretreatment Standard or by the Director, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards or this Ordinance. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported in paragraph 3.c. of this section. At the discretion of the Director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Director may agree to alter the months during which the above reports are to be submitted.
- b. The Director may also impose mass limitations on Users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases in which the imposition of mass limitations is appropriate. In such cases, the report required by subparagraph a. of this paragraph shall also indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the User.

6. **Monitoring Facilities**

The Authority may require to be provided and operated at the User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the User's premises, but the Authority may, when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User. Whether constructed on public or private property, the sampling and monitoring facilities shall

When requested by the person furnishing a report, the portion of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) Permit, or the Pretreatment Programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the Authority as confidential shall not be transmitted to any governmental agency or to the general public by the Authority until and unless a ten-day notification is given to the User.

Sec. 6. Private Sewage Disposal, Duty to Use Public Sewer

1. Where a public sewer is not available under the provisions of Section 4, the building sewer shall be connected to an approved private sewage disposal system to be located, constructed and inspected according to the rules and regulations of the Livingston County Health Department.
2. At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 4.4, a direct connection shall be made to the public sewer in compliance with this article, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned for sanitary use and filled in accordance with Livingston County Health Department rules and regulations.
3. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the Authority.
4. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by any other agency having legal jurisdiction.

Section 7. Building Sewer and Connections

1. No person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the director. No building sewer shall be covered until after it has been inspected and approved by the Director.
2. All cost and expense incident to the installation, connection and maintenance of the building sewer to the public sewer connection shall be borne by the Owner. All users (except single family residential users) shall install, at their cost, an Authority-approved water meter.
3. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another or an interior (lot) and no private sewer is available or can be constructed to the rear building through an adjoining alley, yard or driveway, the building sewer from the front building may be extended to the rear building.
4. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the director, to meet all requirements of this article.

- of the POTW. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.
- b. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
 - c. Any wastewater having a pH less than 6.0 or greater than 9.5, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
 - d. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a Categorical Pretreatment Standard. This prohibition of toxic pollutants will conform to Section 307(a) of the Act.
 - e. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
 - f. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process.
 - g. Any substance which will cause the POTW to violate its NPDES Permit or the receiving water quality standards.
 - h. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
 - i. Any wastewater having a temperature which will inhibit biological activity in the POTW resulting in Interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40°C (104°F).
 - j. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which will cause Interference to the POTW.
 - k. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Director in compliance with applicable State or Federal regulations.
 - l. Any wastewater which causes a hazard to human life or creates a public nuisance.

7. Grease, oil and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers, which when bolted in place shall be gastight and watertight.
8. Where installed, all grease, oil and sand interceptors shall be maintained by the Owner, at his expense, in continuously efficient operation at all times.
9. The admission into the public sewers or any waters or wastes containing:
 - a. Five (5) day BOD greater than 350 parts per million by weight, or
 - b. Containing more than 350 parts per million by weight of suspended solids, or
 - c. Containing more than 12 parts per million by weight of phosphorus, or
 - d. Containing more than 40 parts per million by weight of total Kjeldahl nitrogen, or
 - e. Containing any quantity of substances having the characteristics described in Section 8.1, or
 - f. Having an average daily flow greater than two percent (2%) of the average daily sewage flow of the Authority, or having a rate of flow (gallons per day) greater than ten percent (10%) of the average daily Authority flow for a period of one hour or more, shall be subject to review and approval of the Director.

Where necessary in the opinion of the Authority, the Owner shall provide at his expense, such preliminary treatment as may be necessary to reduce the five (5) day BOD, suspended solids, phosphorus and total Kjeldahl nitrogen to the concentrations given in a., b., c. and d. above; or to reduce objectionable characteristics of constituents to within the maximum limits provided for in Section 8.1, or control the quantities and rates of discharge of such waters or wastes.

10. Where the strength of sewage from an industrial, commercial or institutional establishment exceeds (1) 350 parts per million of biochemical oxygen demand or (2) 350 parts per million by weight of suspended solids or (3) twelve (12) parts per million by weight of phosphorus or (4) forty (40) parts per million by weight of total Kjeldahl nitrogen and where such wastes are permitted to be discharged to the sewer system by the Director, an added charge, as noted below, will be made against such establishment according to the strength of such wastes. The strength of such wastes shall be determined by composite samples taken over a sufficient period of time to insure a representative sample. The cost of taking and making the first of these samples shall be borne by the Authority. The cost of any subsequent sampling and testing shall be borne by the industry or establishment, whether Owner or lessee. Tests shall be made by an independent laboratory or at the Authority wastewater treatment plant.

Added charges shall be determined by the Authority. These charges shall be based on the cost of operation, maintenance, and equipment replacement for the sewage works.

damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, flora and fauna, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

b. Notice to Employees. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees of whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

14. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the Authority and any person, firm or corporation whereby waste of unusual strength or character may be accepted by the Authority, subject to payment therefor by the person, firm or corporation, provided such waste will not damage the sanitary sewer or storm sewer or sewage treatment plant or the receiving waters.

Sec. 9 Disposal at Waste from Individual Sewage Systems at POTW Treatment Plant

Waste from individual sewage systems may be accepted with permission of the Director at the POTW Treatment Plant.

Rates for disposal at the POTW Treatment Plant shall be determined by the Superintendent at the time of acceptance.

Sec. 10. Fees for Implementation of Pretreatment Program

1. Purpose

It is the purpose of this chapter to provide for the recovery of costs from Users of the POTW for the implementation of the pretreatment program established herein. The applicable charges or fees shall be set forth in the Authority's Schedule of Charges and Fees.

2. Description of Charges and Fees

- a. Charges and fees shall be made to the Users of the POTW for reimbursement of costs of setting up and operating the Pretreatment Program,
- b. for monitoring, inspections and surveillance procedures,
- c. for reviewing accidental discharge procedures and construction,
- d. for filing appeals,
- e. for consistent removal by the Authority of pollutants otherwise subject to Federal Pretreatment Standards,
- f. and others as the Authority may deem necessary to carry out the requirements contained herein.

Any person notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the Authority shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The Authority shall reinstate the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Authority within 15 days of the date of occurrence.

3. Notification of Violation

Whenever the Authority finds that any User has violated or is violating this Ordinance, or any prohibition, limitation of requirements contained herein, the Authority may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the Authority by the User.

4. Show Cause Hearing

- a. Any user subject to enforcement action under the provisions of this Ordinance may request a hearing before the Director within ten (10) days of receipt of notification of proposed enforcement action. A hearing is to be held by the Director concerning the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the User to show cause before the Director why the proposed enforcement action should not be taken.
- b. The Director may conduct the hearing and take the evidence, or may designate any officer or employee to:
 - 1) Issue in the name of the Director notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - 2) Take the evidence;
 - 3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Director for action thereon.
- c. At any hearing held pursuant to this Ordinance, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.
- d. After the Director has reviewed the evidence, he may issue an order to the User responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, and that said devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

are the subject of Administrative Adjustment or any other enforcement or litigation activities brought by the Authority pursuant hereto shall be retained and preserved by the User until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

Sec. 16 Records

The Authority or its duly authorized agents will maintain and keep proper books of records and accounts, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the System. The Authority will cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized-independent certified public accountant, and will supply such audit report to authorized public officials on request.

Classification of old and new industrial users shall also be reviewed annually.

The Authority will maintain and carry insurance on all physical properties of the System, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of sewage disposal systems.

Sec. 17. Variances

Any person, upon written application to the Director's Office within ninety (90) days after the effective date of the ordinance, as amended, who shows, in the case of the activity being conducted or operated, that compliance with Section 8 of this ordinance would either be impossible or constitute an undue hardship because of time limitations, may be granted a variance by the Director for a reasonable time, not to extend beyond two (2) years from the effective date of this Ordinance, as amended, at which date all variances shall terminate and after which date no new variances will be granted. Any variance granted by the Authority Manager within six (6) months from the date of the granting of the variance shall make reports to the Authority Manager periodically as to the progress being made toward compliance with Section 8 of this Ordinance. A variance shall not be granted under the provisions of this Section where a person applying therefor is causing a public nuisance or other injury to the general public, or is subject to a National Categorical Standard, and any such variances shown to have been granted under these circumstances shall be immediately terminated. Any variance granted under the provisions of this Section shall not be construed to relieve the person who shall receive it from any liability or penalties imposed by other law for the commission or maintenance of a nuisance.

Sec. 18. Rates and Charges for Township Services

1. Established, to Whom Applicable, Basis for Computations.

The rates for total sewer service charges are to be established by resolution of the Authority, which may be enacted apart from the published ordinances as necessary to ensure sufficiency of revenues in meeting operation, maintenance and replacement costs, as well as debt service. Such charges and rates shall be made against each lot, parcel of land or premises which may have any sewer connections with the sewer system of the Authority, or which may otherwise discharge sewage or industrial waste, either directly or indirectly, into such system or any part thereof. Such charges shall be based upon the quantity of water used thereon or therein.

3. Annual Audit

The rates hereby fixed are estimated to be sufficient to provide for the expenses of operation, maintenance and replacement of the system as are necessary to preserve the same in good repair and working order. Such rates shall be fixed and revised from time to time as may be necessary to produce these amounts. An annual audit shall be prepared. Based on said audit, rates for sewage services shall be reviewed annually and revised as necessary to meet system expenses.

4. No Free Service

No free service shall be allowed for any user of the Authority's wastewater system.

5. Billing

Billing for wastewater service shall be the Authority's responsibility. All water meters shall be read quarterly and bills rendered quarterly.

6. Termination of Service for Nonpayment

If payment is not received or satisfactory arrangements have not been made within thirty (30) days of the due date on the bill, a shutoff notice will be sent by first class mail to inform the user that failure to respond will result in termination of sewer service. If payment is not received or satisfactory arrangements have not been made within seven (7) days after the shutoff notice is sent to the user, the sewer service shall be shut off. No sewer service that has been discontinued due to nonpayment shall be restored until all past-due bills are paid or satisfactory arrangements for such payment are made.

7. Collection of Delinquent Accounts

Charges for sewage disposal service furnished to any premise within the Authority shall be a lien against the premise. Enforcement of this lien shall be made pursuant to Authority Ordinance. This lien remedy does not preclude any other remedy provided by law. In addition thereto, the Authority may collect said sums due to a court of competent jurisdiction.

Sec. 19. Validity, Severability, Conflict

1. The provisions of this article are severable, and if any of the provisions, words, phrases, clauses or terms, or the application thereof to any person, firm or corporation, or to any circumstances, shall be held invalid, illegal, or unconstitutional by any court of competent jurisdiction, such decision or findings shall not in any way affect the validity, legality or constitutionality of any other provision, word, phrase, clause or term, and they shall continue in full force and effect.
2. All laws and parts of laws, all ordinances, codes and regulations which are inconsistent with or in conflict with or repugnant to any provisions of this article, shall be deemed not to apply; provided that nothing herein contained shall be construed to prevent the adoption and enforcement of a law, ordinance, code or regulation which is more restrictive or establishes a higher standard than those provided in this article.

EXHIBIT 3
Wholesale Rate Methodology

Lake Edgewood Wholesale Rate Calculation
May 2023

GENOA/OCEOLA SEWER & WATER AUTHORITY

Portion of Treatment Charges Associated with Treatment vs Collection & Administration

Methodology for Lake Edgewood Wholesale Treatment Cost:

Note: Methodology Utilized Budget Values Approved for FY2023 - Wholesale Rate Consists of Line Items for Treatment only, no collections or administrative expenses

LINE #	DESCRIPTION	ADOPTED	PERCENT OF	EXPLANATION
		G-O O&M BUDGET FOR 9/30/2013	BUDGET FOR TREATMENT ONLY	
REVENUES				
400	BILLINGS (Genoa-Oceola)	2,258,379		
401	BILLINGS (OAK POINTE)	157,180		
403	BILLINGS - GRINDER PUMP CHARGE	2,128		
405	BILLINGS - DEBT SERVICE	133,244		
420	INCOME - OTHER/REIMBURSEMENTS	5,000		
425	INCOME - VACTOR PAD FEES	18,000		
426	INCOME - DPW REIMBURSEMENT	0		
435	INCOME - LAB COST REIMBURSEMENT	100		
	TBD LE FEES	127,500		
	TBD HOWELL SLUDGE	12,000		
	TOTAL INCOME	2,713,531		
EXPENSES				
600	AUDIT FEES	11,000	0	Administrative
601	ACCOUNTING FEES	22,000	0	Administrative
606	BOOKKEEPING FEES	9,500	0	Administrative
607	BOOKKEEPING FEES - PAYROLL SERVICE	900	0	Administrative
609	CHEMICALS	110,000	110,000	100% Plant Expenses
615	CONSENT ORDER - GROUNDWATER DISCH.	20,000	0	Not Associated with Lake Edgewood
618	CONTINGENCY	1,000	0	Administrative
624	ENGINEERING FEES - SEPARATE PROJ.	6,500	0	Administrative
627	ENGINEERING FEES - GENERAL	5,000	0	Administrative
639	INSURANCE	30,000	9,900	33% of Plant Expenses
642	LABOR - FIXED	846,000	255,510	45% staff for WWTP
648	LABORATORY SUPPLIES	17,500	18	All plant expenses
648.1	LAB SUPPLIES - O/S ANALYTICAL	15,000	15,000	All plant expenses
648.2	LAB EQUIPMENT	13,500	13,500	All plant expenses
651	LABORATORY WATER	1,500	1,500	All plant expenses
654	LEGAL FEES	1,000	0	Generally assoc. w/ collection system
657	LICENSES, FEES, PERMITS	3,750	3,750	All plant expenses
660	MISS DIG EXPENSES	2,000	0	Hold
663	OFFICE EXPENSES/PUBLISHING	7,500	7,500	All plant expenses
665	PAYROLL TAXES	1,800	0	Administrative
667	PER DIEM - BOARD MEMBERS	15,500	0	Administrative
672	R & M - BUILDING	10,000	10,000	All plant expenses
674	R & M - GENERATOR	42,000	4,200	10% is Plant expense
676	R & M - GROUNDS	8,000	5,360	Plant 2/3 of total
677	R & M - SCADA	10,000	2,500	Plant 25% of total
678	R & M - OTHER	1,000	500	Plant half of total
679	R & M - SEWER BACKUPS	1	1	Hold
680	R & M - PLANT EQUIPMENT	50,000	50,000	All plant expenses
681	R & M - GRINDER PUMPS	12,000	0	Collection System
682	R & M - PUMP STATIONS	75,000	7,500	Collection System (Utilizes 4 pump Stations 10, 9, 6, and 5 of 40 PS so 10% of Pump :
684	R & M - SEWER LINES	75,000	3,225	Collection System (Utilizes 4 miles of pipe of 92 miles - 4.3%)
684.2	R & M - MANHOLES	10,000	430	Collection System
684.4	R & M - AIR RELEASES	5,500	0	Collection System
686	R & M - SEWER LINES CLEANING	20,000	860	Collection System
688	R & M - SNOW PLOWING/LAWN MAINT.	10,000	9,000	Plant most of expense
689	R & M - PARTS PAID BY CC	20,000	10,000	Plant half of total
690	SLUDGE DISPOSAL-LANDFILL	210,000	210,000	All plant expenses
694	TOOLS/SUPPLIES	1,500	500	Plant half of total
696	TRANSFERS OUT - CAPITAL IMPROVE RESERVE	120,000	0	Administrative
697	TRANSFERS OUT - DEBT SERVICE	140,000	0	Administrative
698	TRANSFERS OUT - CAPITAL REPL. RESERVE	320,000	0	Administrative
699	TRANSFERS OUT - OCEOLA LOAN REIMBURSEMENT	25,000	0	Administrative
702	UTILITIES - ELECTRIC	250,000	137,500	Plant is 55% of electric usage
704	UTILITIES - GAS	13,500	13,500	All plant expenses
710	VACTOR PAD EXPENSES	25,000	0	Collection System
751	UTILITIES WATER	1,500	0	Collection System
	TOTAL EXPENSES	2,595,951	881,754	

% of Budget that is Treatment =

49.16% Equals Treatment Only Costs / Total G-O Operational Costs

FY 2023 Genoa-Oceola Treatment Rate

\$6.00 / 1,000 Gal.

Per 1,000 Wholesale Treatment Cost =

\$2.95

Note: Calculated By
Taking % Budget
That is Treatment
Multiplied by the
Existing Rate:
(\$6.00 * 48.49%)

Income to Expense Increase With LE

117,580



MEMO

TO: Genoa Charter Township Board
FROM: Greg Tatara, Utility Director
DATE: June 12, 2024
RE: Cost Estimate for Renovation of the Former Herbst Farm Pole Buildings for Utility Repair Parts and Material Storage

For consideration at tonight's Board Meeting, is the requested approval of a budget and quotations to rehabilitate the two pole barn buildings at the recently acquired Herbst Farm property on Crooked Lake Road. Previously, we shared with the Genoa Township Board our April 2024 Improvement Assessment highlighting the needed improvements necessary to make the buildings suitable for storage of equipment, emergency parts, repair pipe, and other items for the various utility systems operated by the Genoa Township Utility Department. A copy of that assessment is attached. Since this initial assessment, we have been working with individual contractors to obtain quotes to repair the barns.

In discussing with contractors the best way to move forward, we were presented with some options in the quotations which are summarized below:

- 1) Quote 1 – Rycam Roofing: The contractor, in addition to providing soffit and repairs, provided an option to install new steel over the existing steel. This option would result in not having to paint the walls. In addition, this would allow bug free sealing between the walls and soffit. Other options included adding a pedestrian door for emergency ingress/egress. We feel the best option is to add new steel over the existing steel as it will improve the appearance, correct the current holes and dents, and seal the building better against insects and rodents.
- 2) Kieder Painting include costs to paint both the walls and steel roofs. We think the best option is to paint the roof to protect the existing steel, but not paint the walls due to the recommendation to install new steel rather than painting of existing.
- 3) Concrete Construction provided an option for a rat wall to prevent animals from burrowing under the concrete slab, as is currently occurring in the smaller pole building. We think this is the best long term option to protect the concrete and reduce animal intrusion.
- 4) The remaining quotes for the grading, electrical, and roll up garage door installation did not have any options over the base bid.
- 5) The total cost, with options and contingency is \$159,067, which is less cost than new barns would be to install.

Currently, the Township attorney is working on a lease agreement between the utility department and Township. We think a long term lease agreement, 5 – 10 years would be the best. This would allow the Township to improve the barns to a useful condition. With a tenant storing pipe, hydrants, repair bands, sleeves, valves and other equipment, they would remain in good condition. Also, we may move meter storage to this location as meter sales are conducted by the utility department staff currently housed in Genoa Township. A review of current rates in Howell for warehouse space are between \$6.75 - \$12 per square foot per year. With these barns totaling 3,720 square feet, at \$7 per square foot, an annual lease rate of \$26,000 per year is recommended. For 5 years, this would equate to \$130,000, which would nearly cover the cost of the rehabilitation. For the utility department, we get the benefit of not having to construct additional buildings. This also allows our pipe, which is very expensive, to be housed inside away from UV damage and weather. For example, a single 20 foot piece of 16-inch ductile iron water main is \$2,100. We have over 100 feet of pipe currently stored outside, so this will protect our investment in repair parts and piping. Also, it provides the benefit of consolidating all repair parts in a central location, which is important for emergency readiness, inventory control, and service restoration speed. Therefore, in conclusion this arrangement would allow a continued cooperative arrangement between Genoa Township and the various utility systems to each receive benefits and improve service reliability to customers.

Based on the above information, we offer and recommend the following resolution:

Moved by _____, supported by _____ to approve a budget of \$159,067 to rehabilitate the existing Herbst Farm Pole Barn Buildings and to develop a lease agreement between the Township and the Utility Department.

Former Herbst Farm

Storage Barn Condition Evaluation and Improvement Assessment



April 2024

Site Description

The property, located at 6132 Crooked Lake Road consists of one 40 x 48-foot pole barn (1,920 sf) and a second 30 x 40-foot pole barn building (1,200 sf) with a 40 x 15-foot enclosed lean-to addition. Each building contains 15-foot wide X 12-foot tall sliding doors. The property also contains a single-family home, which is not part of this use evaluation. The smaller pole building has limited 110 V power and some lighting, while the larger building contains no power or lighting. The area surrounding the pole barns is unimproved, with a primarily grass surface. A map of the property showing current conditions is provided in **Figure 1**.

Current Storage Needs and Intended Site Use

Currently, the MHOG Utility Department, operates the Oak Pointe Water System, the Oak Pointe Wastewater System, the Lake Edgewood Sewer System, the Genoa-Oceola Sanitary Sewer System, the Howell Township Sanitary Sewer System and the MHOG Water System. As part of our operations, we stock pipe, valves, repair bands, repair parts, hydrants, manhole castings, adjustment rings, valve box risers, and other equipment and repair parts. In many instances, these parts are located outside, which subjects them to the weather and damage from the environment and UV rays. It is necessary, given current supply chain concerns and product limitations to stock these items in order to reduce outage timing and reduce repair costs. Also, due to limited storage space, these parts are spread around amongst multiple different plants and storage buildings. The intended use of these pole barn structures is to provide interior storage for items currently stored outside such as ductile iron pipe, fire hydrant assemblies, repair bands, cast iron valve boxes, and manhole castings. In addition, it would be beneficial to consolidate all large storage items into a single location, and use our existing facilities to consolidate certain classes of repair items so that in emergency situations, operators can efficiently and quickly obtain needed parts.

In order to have a suitable remote storage location for the utility department, a storage site would need the following:

- 1) Size sufficient to store and maneuver 20-foot length pipe sections.
- 2) Paved flooring and secure tight building to reduce pipe contamination risk from animal incursion.
- 3) Lighting for nighttime access and employee safety.
- 4) Security cameras to provide protection from theft as well as document employee access, and inventory security.
- 5) Storage for a skid steer or loader to load pipe materials as well as heavy repair parts onto a trailer.
- 6) Storage for saws, compactors, and jack hammers also used in emergency repairs.
- 7) Compacted gravel areas outside of the buildings.

Improvements Needed to Existing Buildings

Presented in **Appendix A** are pictures of the buildings in their current condition. In general, in order to meet the intended use by the Utility Department, the buildings will need significant improvements. The

following narrative highlights the required improvements, plan to accomplish those, and a general cost estimate.

1) Grounds

There is quite a bit of existing material remaining from old home owner. We recommend having a 30-yard dumpster dropped off to have the material disposed of. Labor to fill dumpsters will be by Utility Department staff. In addition, the current ground conditions around the buildings does not allow for all weather access. Also, for loading and handling of material we recommend the area in **Figure 2** be leveled, graded, and have 6-inches of crushed concrete fines placed to improve all weather access. See photographs 1 – 4 and 8 in **Appendix A** for need for gravel installation.

- a. 30-yard dumpster supplied to the site to dispose of all existing wood and debris. – Estimated Cost: \$515 (up to 4 tons)
- b. Excavate 6-inch of soil and place 6-inches of crushed concrete in an approximate 15,000 square foot area shown in Figure 2 – Estimate Cost: \$38,100

Subtotal Grounds: **\$38,615**

Assumptions: Spoils can be deposited on site

Dumpster Does Not Weigh More Than 4 Tons

2) Large Pole Building

To make the existing large pole building usable for material storage, we recommend the following:

- Patch exterior holes in the building. Install eave soffit and aluminum fascia around the exterior to close the gaps in the building and protect existing wood. See photographs 5, 6, and 8 in **Appendix A** for need to seal building to reduce animal and bird access and improve weather durability.
- We recommend that a concrete floor be installed to reduce animal entry, keep pipe and repair parts clean, and allow for improved moving of materials in the building. In addition, we recommend a treated lumber base board be installed to prevent animal access above the level of concrete. See photograph 7 for existing dirt floor condition and existing animal burrows.
- We recommend that the existing sliding doors be removed and the openings be framed to install 12 x 14 foot roll up garage doors. This will properly seal the openings to improve security and prevent animal and bird entrance. Please look to photograph 5 and 9 with regard to the large openings in the existing doors.
- We recommend that 110V power and LED lighting be installed to the buildings. Due to the need to be able to load supplies in the dark to after hour emergencies, lights are critical to functionality and safety. Also, supplying some outlets for battery charging or electric tool operation would also be beneficial. Finally, power should be supplied for garage door openers as the force to lift a 12 by 14 commercial door will require motor assistance.

- Installation of a pedestrian door is also recommended. In the event an operator does not have a garage door opener or in the event of a power outage, and ingress/ egress pedestrian door would be a necessary safety option for the building.
- After the above improvements are completed, painting of the building would be recommended to improve the appearance as well as improve longevity of the steel.
- Finally, we recommend a security camera be installed to monitor activity, reduce theft threats, and monitor inventory usage by staff.
 - a. Install Aluminum Soffit and Facia on Building and seal exterior openings - \$12,000
 - b. Excavate existing dirt floor and install 4-inches of reinforced concrete on interior of pole building – Estimated Cost: \$25,000
 - c. Remove Existing Sliding Doors, Frame and Install Roll-Up Garage Door with Power Assist Opener. Estimate Cost: \$20,000
 - d. Power and Light Installation – Estimated Cost: \$7,500
 - e. Pedestrian Door Installation – Estimated Cost: \$2,000
 - f. Painting of Pole Building – Estimated Cost: \$15,000
 - g. Security Camera – Estimated Cost: \$15,000

Subtotal Large Pole Building: **\$96,500**

Assumptions: Internet is available to the site

Doors can be framed onto rounded poles

3) Small Pole Building

To keep the costs lower, the small building does not need as many improvements as the large pole building. The following is a summary of the recommended improvements:

- We still recommend that exterior holes be patched and eave soffit and aluminum facia be installed around the exterior to close the gaps in the building and protect existing wood. See photographs 10, 11, and 12 in **Appendix A** for need to seal building to reduce animal and bird access and improve weather durability.
- We recommend that the existing gravel floor be graded and have additional 21-AA limestone installed.
- We recommend that the existing sliding doors be straightened and trimmed to reduce gaps. It may be beneficial to install new slide rail mechanisms for the doors as well. See photograph 12 in **Appendix A** for door improvements.
- The lowest cost option for the existing lean to is to re-key the door, install a new roll up garage door, and install new 3/8-inch wafer board siding on the walls and ceiling and plug the hole from the former wood stove. In addition, the rear door should be framed and converted to a wall section rather than a door. A picture of the lean-to is provided in Picture 11 in **Appendix A**.
- After the above improvements are completed, painting of the building would be recommended to improve the appearance as well as improve longevity of the steel.
 - a. Install Aluminum Soffit and Facia on Building and seal exterior openings - \$10,000

- b. Grade and Gravel existing floor – Estimated Cost: \$2,000
- c. Trim and Re-hang existing sliding doors - \$5,000
- d. Lean-To Improvements - \$8,000
- e. Painting of Pole Building: \$12,000

Subtotal Small Pole Building: **\$37,000**

Assumptions: Existing Electric Can Be Re-used

Conclusion

The above improvements would allow for the long-term use of these buildings as a suitable utility storage facility to keep materials necessary to operate and maintain the sewer and water systems. If all improvements are made, we estimate the total cost to be \$172,115 as shown in **Table 1**. Also, these improvements may provide usable storage space in the long term for the Township's Park System. A cost or rental sharing agreement may be able to be established. If desired, more formal quotes and firm pricing can be evaluated.

TABLE

Table 1
Cost Estimate Summary

Description	Amount
Grounds	
30 Yard Dumpster	\$550
Excavate Soil and Place Crushed Concrete	\$38,100
Subtotal	\$38,650
Large Pole Building	
Aluminum Soffit and Facia	\$12,000
Remove existing gravel floor and install 4-inch concrete floor	\$25,000
Remove existing doors and install new roll up garage doors	\$20,000
Power and light installation	\$7,500
Pedestrian Door	\$2,000
Painting	\$15,000
Security Camera	\$15,000
Subtotal	\$96,500
Small Pole Building	
Aluminum Soffit and Facia	\$10,000
Grade and Level Existing Floor	\$2,000
Trim and re-hang existing doors	\$5,000
Lean to Improvements	\$8,000
Painting of Pole Building	\$12,000
Subtotal	\$37,000
Project Total	\$172,150

FIGURES

Figure 1
Current Facility Aerial
April 6, 2024



Figure 2
Excavated and Improved Gravel Areas



APPENDIX A

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 1 – Front of Larger Pole Barn Looking South.



Picture 2 – East Side of Larger Pole Barn Looking South

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 3 – West Side of Larger Pole Barn Looking South



Picture 4 – Rear of Larger Pole Barn Looking South

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 5 – Interior of Larger Building



Picture 6 – Holes in Sheeting on Larger Building

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 7 – Animal Entrance and Dens in Larger Pole Building



Picture 8 – Openings Between Roof and Fascia Boards on Larger Building

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 9 – Large Gaps Between Sliding Doors and Walls on Rear of Larger Pole Building

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 10 – Front of Smaller Pole Building Looking West



Picture 11 – Interior Smaller Pole Building Looking West

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 11 – Interior of Lean-to Portion of Smaller Pole Building

Appendix A
Herbst Farm Barns - Site Improvement Needs Evaluation
Photographs - April 23, 2024



Picture 12 – Rear of Smaller Pole Building Showing Large Gaps Between Walls and Roof

**Table 1
Cost Estimate Summary**

Description	Original Staff Estimate Amount	Minimum Scope	Option (New Steel, Painted Roof, Rat Wall)
Grounds			
30 Yard Dumpster	\$550	\$550	\$550
Excavate Soil and Place Crushed Concrete	\$38,100	\$20,470	\$20,470
Subtotal	\$38,650	\$21,020	\$21,020
Large Pole Building			
Aluminum Soffit and Facia	\$12,000	\$19,500	\$30,475
Remove existing gravel floor and install 4-inch concrete floor	\$25,000	\$14,309	\$21,124
Install new roll up garage doors	\$20,000	\$7,190	\$7,190
Power and light installation	\$7,500	\$6,327	\$6,327
Pedestrian Door	\$2,000		
Painting Building	\$15,000	\$6,830	
Painting Roof		\$7,120	\$7,120
Security Camera	\$15,000	\$15,000	\$15,000
Subtotal	\$96,500	\$76,276	\$87,236
Small Pole Building			
Aluminum Soffit and Facia	\$10,000	\$19,500	\$30,475
Grade and Level Existing Floor	\$2,000		
Trim and re-hang existing doors	\$5,000		
Lean to Improvements	\$8,000		
Painting of Pole Building	\$12,000	\$6,340	
Painting Roof		\$5,875	\$5,875
Subtotal	\$37,000	\$31,715	\$36,350
Project Total	\$172,150	\$129,011	\$144,606
Contingency (10%)		\$12,901	\$14,461
Total Project Funding Request		\$141,912	\$159,067

	Base	With Option	Total
Republic Services	\$550	\$550	\$550
Rycam Roofing (Option Is New Steel)	\$39,000	\$21,950	\$60,950
Keider Painting	\$26,165	\$12,995	\$12,995
Concrete Construction	\$14,309	\$6,815	\$21,124
A& W Contracting	\$20,470	\$20,470	\$20,470
Security Camera Allowance	\$15,000	\$15,000	\$15,000
K&J Electric	\$6,327	\$0	\$6,327
Brighton Garage Door	\$7,190		\$7,190
Total	\$129,011		\$144,606

DATE 05-24-24



517-262-0016

WWW.RYCAMROOFING.COM

NAME M.H.O.G Water Utility (Greg Tatara)
JOB ADDRESS 6132 Crooked Lk. Rd. Brighton Mi. 48116
BILLING ADDRESS 2911 Dorr Rd. Brighton Mi. 48116
PHONE 810-227-5225
EMAIL greg@mhog.org

40X50X12, 40x30x12 with small lean to on the side

Total: \$39,000.00

Install rat guard around the perimeter

Install new outside corners

Remove sliding doors and frame for 12'x14' roll ups (Garage doors not included)

Replace gable fascia boards all around with new 2x6 and install metal fascia and rake trims

Install 2x6 fascia boards on eaves

Install soffit and fascia on eaves

Gutters with down spouts on all four corners

Patch 2 damage pane

Option new panels going over the existing ones for both buildings (add to total \$21,950.00)

Add 1 steel commercial door

They are leaving the sliding door in the front and framing it in in the back (40x30 barn)

Trim windows and doors

Frame the back sliding door in and reside the whole area 12' x 40' (40x30 barn)

ryan@rycamroof.com 3779 MCCORMICK DR. PARMA MI 49269 cameron@rycamroof.com



KEIDER PAINTING COMPANY

Commercial & Residential
Brighton 810-220-7171

John and Steve Keider-Owners

10489 Grand River Suite H., Brighton, MI 48116

keiderpainting@gmail.com

Prepared For Greg Tatara MHOG	Phone 810-623-4725 Cell Greg	Date 8-May-24
Job Location 6132 Crooked Lake Road	Estimator John Keider	
Referred By Preferred Client	Estimate Date Tues., May 14th @ 4pm	Email greg@mhog.org

ESTIMATE

Exterior

Preparation

Powerwash exterior complete

Remove mold, dirt

Prime rust areas with rust inhibitive primer; Procryl, Bond Plex

Paint Complete

Sherwin Williams "Emerald" paint line in satin finish on all steel siding, DTM Acrylic or equivalent on roofs

Sprayed on all siding/roofs

Brush and roll doors/trim areas

Areas Include

Barn #1 (larger barn)

Exterior Building **Total: \$ 6,830.00**

Roof **Total: \$ 7,120.00**

Barn #1-Grand Total: \$13,950.00

Barn #2 (with lean-to)

Exterior Building **Total: \$ 6,340.00**

Roof **Total: \$ 5,875.00**

Barn #2-Grand Total: \$12,215.00

Clean roofs

Spot prime rust w/procryl primer

1-Coat Bond Plex

1-Coat DTM or equivalent, Sheen-To be Determined

***No Deposit is Required**

* State Licensed and Insured

*All Labor and Materials Included unless Noted

*Payment in full at Completion

We propose to hereby to furnish material and labor, complete in accordance with above specifications.

Note: This estimate may be withdrawn by Keider Painting Co. if not accepted within 30 days. Payment due upon completion.

Home built after 1977 complies with RRP Regulations _____

By signing you acknowledge you have received the attached RRP renovate right pamphlet

Customer's Signature:

**CONCRETE CONSTRUCTION, INC.
Proposal**

CONCRETE CONSTRUCTION, INC.
P.O. BOX 256
HOWELL MI 48844
517-223-7594
517-223-8422 fax

05/13/2024
 Greg Tatara
 MHOG
 Genoa twp
 Good For:30 Days
PROJECT
 pole barn floor

Greg Tatara

We propose to furnish all material and perform all labor necessary to complete the construction of the following listed items and quantities:

		QUANT.	UNIT PRICE	PRICE
4" CONCRETE FLOORS	SQ. FT.	1920	\$7.45	\$14,309.46
24" RATWALL AROUND PERIMETER	SQ. FT.	176	\$38.72	\$6,815.41
			Total	\$21,124.87

Because of the volatility of materials this price is only good for budget only and may change certain materials may not be available at time of construction or may increase because of supply shortages.

**PLEASE READ SCOPE OF WORK AND ALL EXCLUSIONS TO ENSURE EVERYTHING IS INCLUDED
 IF SOMETHING IS MISSED OR NOT INCLUDED PLEASE ADVISE IMMEDIATELY
 ANY CONTRACT WILL HAVE TO INCLUDE THIS SCOPE**

Included

- Reinforcing 4" concrete interior 6"x6"x2.9x2.9
- Fine grading an already tested in place sub grade that is plus or minus .1 of a foot
- Vapor barrier 6 mils
- Saw cut control joints within 24 hours with Soffcut Saw

Excluded

- Permits and or testing
- Repairs of any unforeseen circumstance hidden under existing
- Sub grade material Layout for alignment or elevation
- Foundations Barricades
- Demolition Temporary lighting
- Extreme Hot or Cold weather conditions

Back filling and or compacting trenches from other trades

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of..... \$21,124.87 Dollars

Payments to be made as follows: NET, TENTH OF THE MONTH FOLLOWING COMPLETED WORK (PARTIAL OR FULL) RETENTION'S HELD OVER 60 DAYS FROM COMPLETED WORK WILL BE SUBJECT TO A FINANCE CHARGE OF 12% ANNUAL INTEREST RATE AND THE AMOUNT SHALL BECOME APART OF THIS AGREEMENT.

Contractor's signature: _____

Date:

Work shall not commence without a signed agreement and copy of Notice Of Commencement.

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: _____

Date:



3080 O'Brien Rd.
 Stockbridge, MI 49285
 (517)375-7323

Estimate

Customer Information

Name: Greg Tatara
 Address:

 Phone: 810 623-4725
 Email: greg@mhog.org

Project Information

Name: Genoa Township Barns
 Address: 6132 Crooked Lake Rd.
 Howell MI

Date Issued: 05/13/2024

Valid Until: 06/13/2024

Notes: A&W Contracting LLC not responsible for any permits, surveys, studies, hazardous material removal or property damage. Payment of 50% due at start work date, remaining balance to be paid upon completion. Estimate valid for 30 days after sent date, 3% service fee to be added to invoice if paying by card

Category & Item	Unit Type	# of Units	Price Per Unit	Cost
Materials:				
21A Crushed Concrete	Cubic yards	450	\$29.00	\$13,050.00
Equipment:				
D3 Dozer	Hours	24	\$70.00	\$1,680.00
259 Skidloader	Hours	24	\$65.00	\$1,560.00
Labor:				
Foreman	Hours	24	\$80.00	\$1,920.00
Operator	Hours	24	\$75.00	\$1,875.00
Mobilization:				\$385.00
Total:				20,470.00

Remove excess material from inside of West barn and add 4" of aggregate. Strip topsoil in areas indicated per Genoa Township site plan. Grade existing material to create positive drainage. Supply and grade 6" of aggregate in same areas, totaling +/- 15,000 square feet. If using 21A limestone, material cost will increase by \$6300.00.

PROPOSAL
K & J Electric, Inc.

7219 East Highland Rd., Howell, MI, 48843-9081 Ph. 517-546-6245, Fax 517-548-7810

TO: Genoa Township
2911 Dorr Rd.
Brighton, MI 48116
Phone: 810-224-5837 Fax: _____

Date: 30-May-24
Project Name: Electrical for Pole Barns
Project Location: 6132 Crooked Lake Rd.
Project #: _____
Proposal Number: 24-1

We propose to: Provide and install the following items:

For the existing northwest pole barn:

- 1 - Exterior LED Wall Pack Light w/ photocell mounted above the existing door on the east side of the building.
- 1 - Wall switch to control Wall Pack Light
- 1 - #2 SER Cable ran through the barn from the existing electrical panel to a PVC junction box on the exterior at the northeast corner of the barn (cable will be connected to a 50amp 2 pole circuit breaker in the existing panel).

For the existing southeast pole barn:

- 1 - 20 circuit 120/240v electrical panel with 4 - 20amp single pole circuit breakers (mounted inside on the northwest corner of barn).
- Provide a trench including backfill with spoils removed (final grade and seeding by others), install 1 1/2" PVC conduit, #2 aluminum conductors in conduit from j-box on northwest pole barn to new panel in southeast pole barn, terminations and test.
- Install 2 - 120v outlets for 2 garage doors (low volt wiring for control of garage doors by others)
- Install 2 - GFCI protected duplex wall outlets and 1 - GFCI quadplex wall outlet on west wall
- Install 6 - 8' LED Strip Lights on interior ceiling controlled by 1 wall switch
- Install 2 - LED Wall Pack Lights with photocells (1 on south exterior end and 1 on north exterior end above doors) controlled by 1 wall switch
- Electrical Permit

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of:

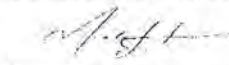
Six Thousand Three Hundred Twenty-Seven _____ Dollars \$6,327.00

Payment to be made as follows: On completion of project.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: This proposal will be withdrawn by us if not accepted within 30 days.

Authorized
Signature: _____



Date of Proposal: 30-May-24

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. **All credit card transactions are subject to a 4% surcharge.** All accounts not paid within 30 days after bill date are subject to 1.5% per Month (18% per Year) Service Charge.

Date of
Acceptance: _____

Authorized
Signature: _____

QUOTE 6

Brighton Garage Door
 2957 Botsford Rd
 Howell MI 48855

Estimate

Date	Estimate #
6/4/2024	3319

Name / Address
Genoa/Oceola Water Sewer Authority

Project

Description	Qty	Rate	Total
CHI model 2150 FLUSH 12x10 White garage door	2	2,500.00	5,000.00
Wall Framing Frame down opening including headers to accommodate 12x10 garage doors	1	1,000.00	1,000.00
Liftmaster model 8365 10ft garage door opener w/2 remotes 1/ keypad	2	595.00	1,190.00
HERBST FARM BARN / Crooked Lake Rd			
Thank you for your business.		Total	\$7,190.00

810-227-6572



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: June 12, 2024
RE: Spectrum Mid-American (Charter Communications) Franchise Renewal

Please find attached request for renewal of the Uniform Video Service Local Franchise Agreement with Spectrum Mid-America (Charter Communications). Charter currently serves a very small area (32 homes) along our western boundary which generates approximately \$1,060 in franchise fee revenue for the Township.

Township staff and special counsel have been working with representatives of Charter seeking to match the terms of the renewal with the recently approved agreement with WOW! Internet. Unfortunately, Charter has been unwilling to negotiate the terms of the agreement. If the Township doesn't approve the agreement as submitted we would likely lose the franchise fee revenue and could incur significant legal costs if we seek dispute resolution with the Michigan Public Safety Commission (MPSC). In consideration of the fact that this is a renewal and because the service area within the Township is very small staff is recommending approval of the Agreement as submitted.

Moved by _____ and **supported** by _____ to approve the renewal of the Uniform Video Service Local Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications) with an annual provider franchise fee of 5% for a ten-year term beginning June 17, 2024 and ending June 17, 2033.

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

MANAGER

Kelly VanMarter

Sincerely,

Kelly VanMarter



GENOA TOWNSHIP

March 28, 2024

APR 08 2024

Genoa Township
2911 Dorr Road
Brighton Michigan 48116-9436
(810) 227-5225

RECEIVED

Dear Supervisor Rogers,

As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("the Act"), which became effective January 1, 2007. The Michigan Public Service Commission provided the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities shortly thereafter. Charter is hereby filing for a cable television franchise renewal under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, I'd like to direct your attention to the enclosed Agreement.

- **Franchise Fees:** As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). **The current franchise fee in your community is 5%.** Therefore, if you choose to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.
- **PEG Fees:** Your community currently does **not** impose a fee for support of Public, Educational, and Government ("PEG") channels, nor does this apply as the community does not operate a PEG channel on the cable system. This amount, on page six of the Agreement, should remain at zero, in keeping with the Act.

I have enclosed **two originals** of the **Agreement** and both have been signed by an authorized Charter representative. Please **complete and sign both documents** and **return one fully executed (signed & dated) original to me** using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

Charter Communications is proud to provide our products and services in your community and we are committed to providing the highest level of customer service to our customers. Should you have any questions on the materials I've provided or the processes and steps described above, please call me at (616) 607-2380.

Sincerely,

Derrick Mathis
Manager, State Government Affairs
Charter ~ Michigan

Enclosures

4670 East Fulton
Suite 102
Ada, MI 49301

**INSTRUCTIONS FOR
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT**

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Township of Genoa, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(i) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Township of Genoa:

2911 Dorr Road

Brighton Michigan 48116-9436

Attn: Supervisor or Clerk

Fax No.:

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Genoa, a Michigan Municipal Corporation

Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a



By _____

Print Name _____

Title _____

Address _____

2911 Dorr Road

City, State, Zip _____

Brighton Michigan 48116-9436

Phone _____

(810) 227-5225

Fax _____

(810) 227-3420

Email _____

Paul Abbott

By _____

Print Name _____

Paul D. Abbott

Title _____

Vice President, Local Government Affairs

Address _____

12405 Powerscourt Drive

City, State, Zip _____

St. Louis, MO 6313

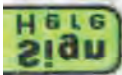
Phone _____

774-243-9738

Fax _____

Email _____

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*



Date submitted: _____

Date completed and approved: _____

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: March 14, 2024		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

Company executive officers:

Name(s): Christopher Winfrey
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the Township of Genoa, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]


Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

**Verification
(Provider)**

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: 	Date: 3/18/2024

(Franchising Entity)

Genoa Township, a Michigan municipal corporation



By _____

Print Name _____

Title _____

Address _____

2911 Dorr Road

City, State, Zip _____

Brighton Michigan 48116-9436

Phone _____

(810) 227-5225

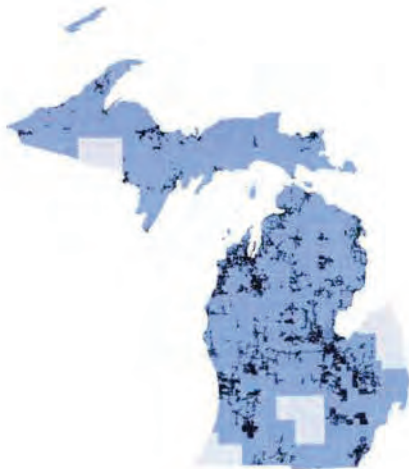
Fax _____

(810) 227-3420

Email _____

Date _____





- ▶ **954,000** customers served
- ▶ **254,000** mobile lines
- ▶ **1,700+** employees
- ▶ **\$68 million** paid in taxes and fees in 2023*
- ▶ **\$305 million** 2023 capital investment*

SERVING MICHIGAN

Charter's insourced, U.S.-based workforce includes more than **1,700 people in Michigan.**

Our largest employment centers are housed in **Walker, Saginaw, and Traverse City.**

We serve **930 communities** across the state.

EXPANDING ACCESS

In 2023 alone, Charter extended its network to reach more than 1.4 million additional homes and businesses across the country, **including 295,000 new locations reached through our rural construction initiative.**

In Michigan in 2023, Charter extended its network to reach an **additional 34,000 homes and small businesses, including 10,000 new locations reached through our rural construction initiative.**

▶ EMPOWERING OPPORTUNITY FROM COAST TO COAST

Charter Communications is a leading connectivity company and cable operator providing superior broadband, voice, video, and mobile services under the brand name Spectrum to more than **32 million customers across 41 states.**

We're driving innovation and growing economies from coast to coast and in communities big and small. From 2019–2023 alone, **Charter invested nearly \$43 billion in infrastructure and technology** – contributing significantly to the U.S. economy.



▶ MEETING CUSTOMER NEEDS WITH SUPERIOR PRODUCTS AND SERVICES

Spectrum Internet: Spectrum's hybrid fiber network delivers gigabit speeds across our entire footprint and offers fast, reliable service with no modem fees, no contracts, and no data caps.

Spectrum Mobile: Spectrum Mobile's approximately 7.8 million mobile lines deliver fast, affordable, and reliable mobile service to our customers from coast to coast, and Spectrum Mobile customers with compatible phones can connect seamlessly to nationwide 5G with no extra fees.

Spectrum TV: Spectrum offers 350+ channels on our all-digital network, including diverse, multicultural programming, such as that featured on Spectrum's *Mi Plan Latino*, and inclusive features like Spectrum Guide Narration for customers with visual disabilities.

Spectrum News Networks: Charter provides 24/7 news, sports, and weather coverage, along with *In Focus* public affairs programming on over 30 news channels in 12 states and nationally on the Spectrum News App.

Spectrum Voice: Spectrum Voice offers unlimited nationwide calling to the U.S., Canada, Mexico, Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands, and American Samoa.

▶ INVESTING IN OUR WORKFORCE AND THE COMMUNITIES WE SERVE

Charter's insourced, U.S.-based workforce includes approximately **100,000 highly-skilled employees, over half of whom identify as a person of color and nearly 10% have a military affiliation.** In addition to a **starting wage of at least \$20 per hour**, Charter employees receive **comprehensive health benefits** – and for 11 consecutive years, the company has absorbed the full annual cost increase of medical, dental, and vision coverage.

- Charter offers employees a **market-leading retirement plan** with a 401(k) Plan that matches employee contributions dollar for dollar.
- Charter employees also enjoy deep **discounts on Spectrum Mobile plans and free or discounted Spectrum products, including TV and Internet.**
- In addition to on-the-job training and formal development programs, like a highly-regarded, Department of Labor-certified **Broadband Field Technician Apprenticeship** program, employees can continue their education through a catalog of **debt-free degree and certificate programs** via flexible online learning. For programs outside of the catalog, employees have the option to receive traditional **tuition reimbursement** of up to \$10,000 each year.

Spectrum Community Center Assist (SCCA) is a \$30 million philanthropic initiative to revitalize community centers and invest in job training programs in underserved rural and urban communities across our 41-state footprint. By yearend 2023, SCCA had already revitalized 40 community centers, serving nearly 15,000 local residents with training and outreach.

▶ ADVANCING ACCESS

Increasing Access to High-Speed Internet Service in Rural America

Charter's multi-year, multi-billion-dollar rural construction initiative will add an additional 100,000+ miles of fiber-optic network infrastructure to deliver symmetrical and multi-gigabit speed internet access to approximately 1.75 million rural homes and small businesses across the country.

▶ IMPROVING ADOPTION

Addressing the Affordability Gap

Charter is a leader in delivering life-changing high-speed internet service to low-income families, having helped millions of low-income households and seniors get and stay connected to the internet. We're doing our part to help ensure high-speed internet remains within reach for every family in America, regardless of income.

Improving Internet Adoption

To increase adoption and access to technology, we offer philanthropic support to community organizations that **provide computers, digital education classes, and technology labs for thousands across the country.**



MEMORANDUM

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

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: June 12, 2024
RE: Township Hall Electrical Repairs

As we discussed at the last meeting, the Township electrical cabinet and conduit has been significantly damaged due to water intrusion which has been ongoing since the Building was constructed. I've attached pictures of the damage. The damage has surpassed the capability for minor repair and a major improvement is critically necessary. Township staff has been working on obtaining quotes from reputable electricians to perform the repairs. We currently have one of two expected quotes for the work. The first quote is attached on the following pages from Douglas Electric for \$30,155 (includes alternate).

The second quote involves a creative solution to prevent future issues, but requires the input of DTE which is taking longer than expected. Given the urgent nature of this repair, I am requesting authorization for Township Staff with the input of the Township Supervisor and Utility Director to select the contractor who provides the most effective and economical bid for the job. I propose that the Board set a limit of \$40,000 for the repair which will allow flexibility to consider a higher bid if, in the opinion of Township staff, the proposed solution is more inclusive and presents a lower likelihood of recurrence of the issue.

Moved by _____ and **supported** by _____ to authorize staff to select and approve a proposal for repairs to the electrical cabinet and related system at a cost not to exceed \$40,000 from General Fund Capital Outlay > \$5,000 #101-900-970-000.

Sincerely,

Kelly VanMarter

- SUPERVISOR**
Bill Rogers
- CLERK**
Paulette A. Skolarus
- TREASURER**
Robin L. Hunt
- TRUSTEES**
Jean W. Ledford
Terry Croft
Diana Lowe
Jeff Dhaenens
- MANAGER**
Kelly VanMarter



DOUGLAS ELECTRIC
DEC Proposal: DEC06052024PG

Bid per Drawing Date: 05-31-2024

06-05-2024

GENOA TOWNSHIP
2911 DORR ROAD
BRIGHTON, MI, 48116

RE: Genoa Township CT Cabinet Replacement

Douglas Electric is providing for your consideration a proposal for the following electrical work:

Work Items

1. Remove and replace existing CT Cabinet with new
2. Remove and replace existing junction box with new (24x24x10")
3. Replace (1) set of wires (upper right hand of pictures) with new wire going from CT Cabinet to DTE XFMR. See below cost if middle set of wires need to be replaced. We will not know until we can shut the service down and check the integrity of the wires.
4. Remove and replace all metal conduits coming out of the CT Cabinet and Junction box with new. Replace (1) Set of wires out of the bottom of the CT Cabinet that is damaged.
5. Remove existing spray foam and replace with a water resistant 2-part epoxy to make conduits water tight.
6. Work to start on Friday and be completed on a Saturday.
7. There will be a small fee from DTE to turn power back on over the weekend, the township will be responsible for this fee.
8. DTE Must be contacted to replace the left CT in the CT Cabinet
9. Electrical permit is included
10. We will need to meet with the DTE Planner at the site to review this plan.
11. Materials have a 4-5 week lead time.

Add alternate - Add \$7,475.00 replace the existing (4) wires in center conduit with new - this will be determined once service is shut down and wire can be inspected.

We assume existing PVC conduits from CT to DTE meter are free from breaks and will pull wire. Rework of any pre-existing code violations is excluded.

Electrical Price: \$22,680.00

Sincerely,

Patrick Gibbons
Project Manager/Estimator
Douglas Electric Company

759 Grove Street 734.281.6994
Wyandotte, MI 48192 douglaelectricco.com



WARRANTY INFORMATION
SEE INSTRUCTIONS FOR USE
AND SAFETY INFORMATION
FOR THIS EQUIPMENT.
THOMSON ELECTRIC
CORPORATION
1000 W. 10TH AVENUE
MILWAUKEE, WI 53233
TEL: 414.778.2000
WWW.THOMSONELECTRIC.COM

CCW

Wiring Diagram	
Wire Color	Terminal
Black	1
Red	2
Blue	3
Orange	4
Green	5
Yellow	6
Purple	7
Brown	8
Grey	9
White	10

Marathon
Thomson Power Systems

Alt

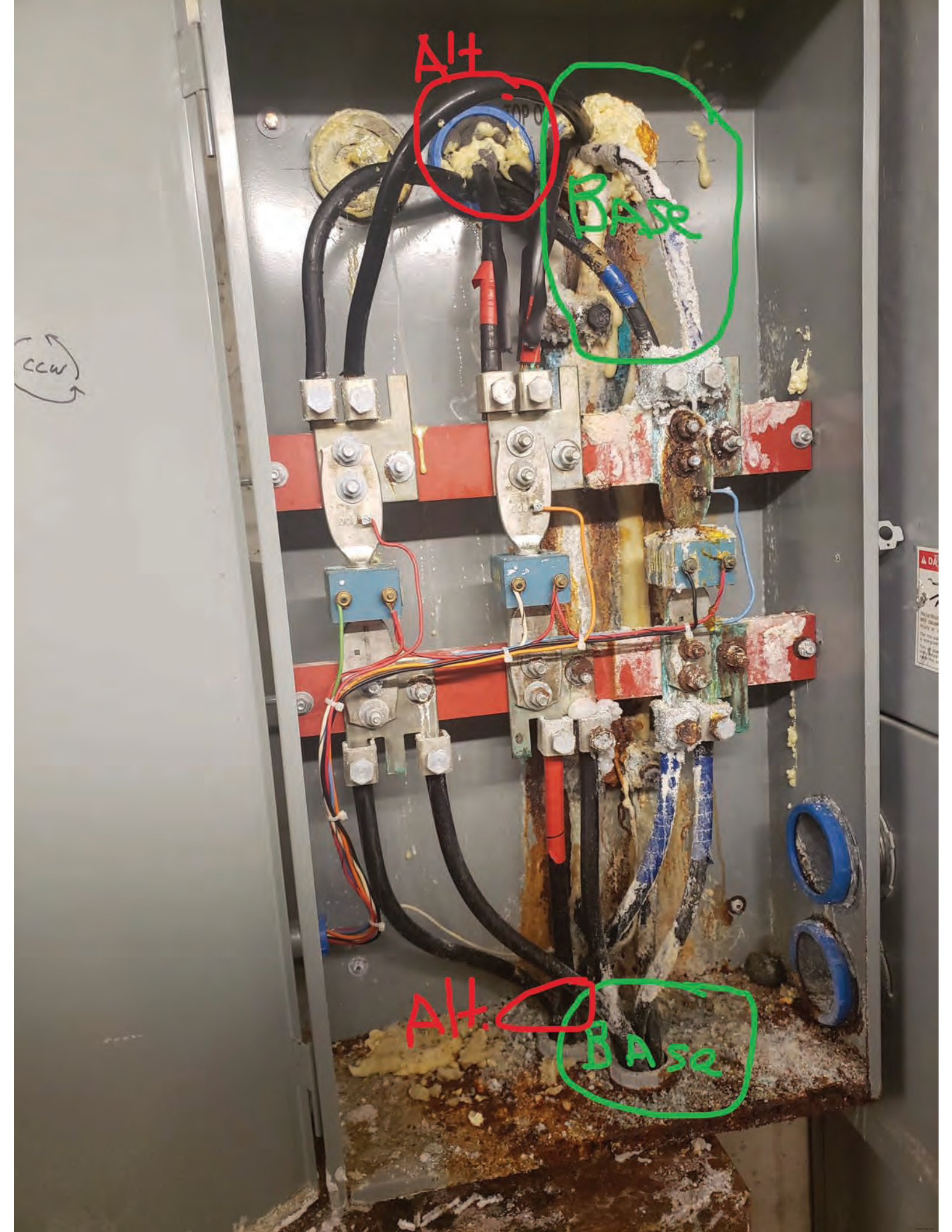
BASE

CCW

Alt

BASE

ADA
WARNING
DO NOT
OPEN
THIS
CABINET
UNLESS
YOU ARE
A
QUALIFIED
TECHNICIAN
OR
ELECTRICIAN
AND
ARE
PROPERLY
TRAINED
AND
EQUIPPED
TO
DO
SO.

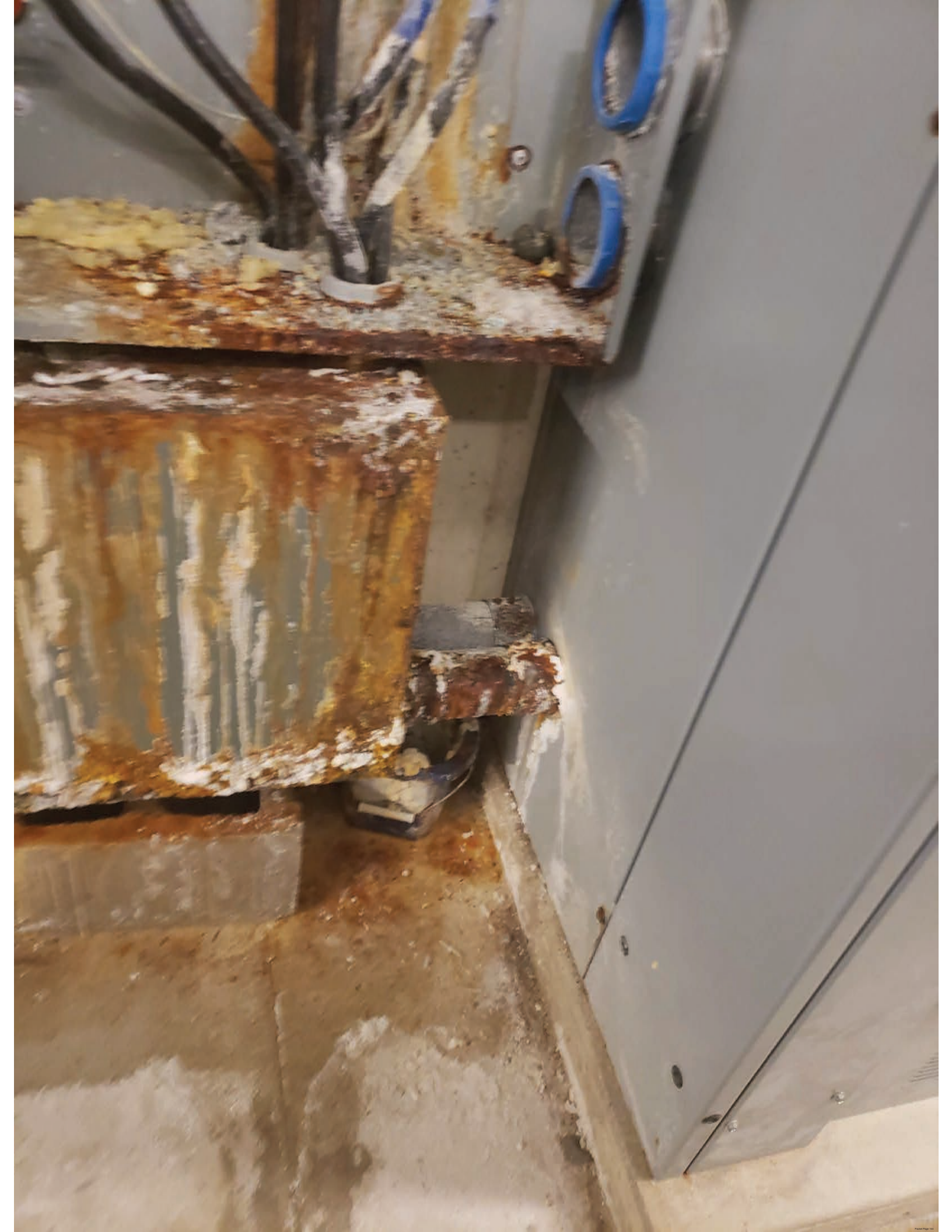


CCW

TOP ON

⚠ DANGER
HIGH VOLTAGE
ELECTRICITY
IS PRESENT
HERE
DO NOT TOUCH
OR OPEN
THIS EQUIPMENT
UNLESS YOU
ARE A QUALIFIED
ELECTRICIAN
OR A LICENSED
ELECTRICIAN
OR A LICENSED
ELECTRICIAN







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

MEMORANDUM

TO: Honorable Board of Trustees

FROM: Adam VanTassell

DATE: June 17, 2024

RE: Township Soccer Field Drainage repair

The North Soccer Field has had ongoing issues with standing water for many years. This drainage issue has worsened to the point where the field is unusable for soccer at times. Given recent discussions regarding possible repurposing of the South Soccer Field, it is important to ensure the North Soccer Field is in playable condition to continue the success of the soccer programming by Howell Parks and Recreation.

Recommended Motion

- A. Moved by _____, Supported by _____ to approve the proposal from Coopers Turf Management for \$59, 375.00 for repairs to the North Soccer Field (Field #2).

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

MANAGER

Kelly VanMarter

HOWELL recreation

June 12, 2024

Dear Genoa Township Board of Trustees,

Over the past few years, Field #2 has been holding water after rain events on the north half of the field. To the point that we have had to alter schedules or even cancel games and practices for our groups that are renting the fields. There are times that mowing has even been unable to happen because of conditions. I have talked with Genoa staff, and they have reached out to get a quote for underground drain tile installation. This project will considerably help with moving water out of the area of play. We just recently worked with Oceola Township for the same type of project and have seen great improvement with standing water on fields. The goal is to minimize programming disruptions the best we can. Knowing that Field #1 may also be redeveloped for other recreational purposes in the future, this is a needed improvement for Field #2 use.

With rentals that we have in the spring and fall, timing is hard to do any considerable field work. Talking to the contractor that Genoa staff has reached out to, we feel good that the work can be completed over the summer and field will be playable again before our fall rentals start.

Thank you for considering these improvements.

Kyle Tokan
Operations Manager
Howell Recreation



Cooper's Turf Management

PO Box 501
 Howell, MI 48844-0501
 +1 5175486653
 info@coopersturf.com
 www.coopersturf.com

Estimate

ADDRESS
 GENOA TOWNSHIP-LAWN
 ATTN: Adam VanTassell
 2911 DORR ROAD
 BRIGHTON, MI 48116

ESTIMATE 1116
 DATE 10/01/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	MISC-LANDSCAPE	North Soccer Field (field 2) from Midfield to North end of field-- Install 9 rows of 4" perforated drain tile-16 feet apart approx 265' long. Includes sod cutting areas for drain tile installation and rolling of distrubed areas.	2,500	21.75	54,375.00
	MISC-SPRINKLER	Sprinkler repair allowance for drain tile installation	1	5,000.00	5,000.00

This proposal is valid for 7 days. If you would like to sign, please do so below and email back to us. Invoices/Statements will be mailed monthly and are due upon receipt. Payments not received by the next billing cycle are subject to fiance charges of 18% annually (1.5% monthly). We accept credit cards with a 3.5% convenience fee. A fuel surcharge may apply if significant increases in market rates occur.

TOTAL **\$59,375.00**

Accepted By

Accepted Date



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: June 12, 2024
RE: Closed Session Minutes

In accordance with the Agenda Management and Minutes Policy, sealed envelopes containing individual copies of the draft closed session minutes will be available for each member of the Board for your review and approval at Monday's meeting.

Please let me know if you have any questions or comments.

Sincerely,

Township Manager

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

Terry Croft

Diana Lowe

Jeff Dhaenens

MANAGER

Kelly VanMarter