

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

October 7, 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: October 7, 2024
2. Request to approve the September 16, 2024 regular meeting minutes.

Approval of Regular Agenda:

3. Request for approval of updates to the Genoa Charter Township Employee Handbook as presented by Kim Lane, Human Resources Manager.
4. Consideration of a request to approve a Bilateral METRO Act Right-of-Way Telecommunications Permit with 123.Net, LLC.

Correspondence

Member Discussion

Adjournment

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

BOARD PACKET

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

MEETING DATE: October 7, 2024

All information below through October 1, 2024

TOWNSHIP GENERAL EXPENSES	\$	1,348,985.36
September 27, 2024 Bi Weekly Payroll	\$	127,735.04
OPERATING EXPENSES DPW (503 FN)	\$	1,043,252.33
OPERATING EXPENSES Oak Pointe (592FN)	\$	80,583.25
OPERATING EXPENSES Lake Edgewood (593FN)	\$	18,843.93
TOTAL	\$	<u>2,619,399.91</u>

FNBCK Check Register

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
09/12/2024	39138	NEARMAP US INC	1,650.00
09/13/2024	39139	BLUE CROSS & BLUE SHIELD OF MI	57,116.97
09/13/2024	39140	COMCAST	637.20
09/13/2024	39141	CONSUMERS ENERGY	196.33
09/13/2024	39142	VERIZON WIRELESS	379.73
09/16/2024	39143	COMCAST	950.54
09/16/2024	39144	LIVINGSTON COUNTY CLERK, ELECTIONS	3,441.46
09/16/2024	39145	MMRMA	13,153.41
09/16/2024	39146	US BANK EQUIPMENT FINANCE	2,213.31
09/16/2024	39147	WASTE MANAGEMENT CORP, SERVICES	129,906.00
09/18/2024	39148	BRIGHTON ANALYTICAL LLC	62.00
09/18/2024	39149	DYKEMA GOSSETT PLLC	3,066.00
09/18/2024	39150	ETNA SUPPLY COMPANY	17,395.00
09/18/2024	39151	GANNETT MICHIGAN LOCALIQ	1,090.18
09/18/2024	39152	MHOG WATER AUTHORITY	99,060.00
09/18/2024	39153	NETWORK SERVICES GROUP, L.L.C.	3,500.00
09/18/2024	39154	PAULETTE SKOLARUS	23.85
09/18/2024	39155	SECURE TECH GROUP	80.00
09/18/2024	39156	STAPLES	157.39
09/20/2024	39157	DTE ENERGY	532.29
09/20/2024	39158	MHOG UTILITIES	478.30
09/20/2024	39159	SEWARD HENDERSON PLLC	5,060.00
09/27/2024	39160	AMERICAN AWARDS & ENGRAVING	20.00
09/27/2024	39161	CAPITAL ONE	615.85
09/27/2024	39162	COMCAST	298.75
09/27/2024	39163	DELTA DENTAL	4,408.79
09/27/2024	39164	DTE ENERGY	34.12
09/27/2024	39165	MUTUAL OF OMAHA	3,186.26
09/30/2024	39166	GENOA TWP FUTURE ROADS #401/261	1,000,000.00
09/30/2024	39167	MICHIGAN OFFICE SOLUTIONS	271.63
FNBCK TOTALS:			
Total of 30 Checks:			1,348,985.36
Less 0 Void Checks:			0.00
Total of 30 Disbursements:			1,348,985.36

September 27, 2024 Bi Weekly Payroll

10/01/2024 11:39 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP			Page 37 of 37		
		Payroll ID: 293					
		Pay Period End Date: 09/20/2024			Check Post Date: 09/27/2024		
					Bank ID: FNBCK		
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks							
VACATION PAY	140.75	0.00	4,161.65	140,567.98			
VACATION PTIME	0.00	0.00	0.00	2,516.80			
WELL IQ	0.00	0.00	0.00	3,579.31			
ZBA CHAIR	1.00	0.00	221.58	1,760.62			
ZBA MINUTES	2.00	0.00	377.82	2,048.97			
ZBA MINUTES OT	0.00	0.00	0.00	0.00			
ZBA PER DIEM	3.00	0.00	634.74	7,706.51			
ZO	78.00	0.00	2,437.50	19,156.25			
Gross Pay This Period	126,721.70	Deduction Refund	0.00	Ded. This Period	37,481.58	Net Pay This Period	89,240.12
						Gross Pay YTD	2,479,683.27
						Dir. Dep.	88,979.47

10/01/2024 11:40 AM		Check Register Report For Genoa Charter Township			Page 1 of 1		
		For Check Dates 09/27/2024 to 09/27/2024					
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
09/27/2024	FNBCK	14114	HURLEY, MATTHEW A	188.91	174.47	0.00	Open
09/27/2024	FNBCK	14115	NICKELS, SUSAN	45.00	43.09	0.00	Open
09/27/2024	FNBCK	14116	OLECH, PAMELA G	45.00	43.09	0.00	Open
09/27/2024	FNBCK	EFT972	FLEX SPENDING (TASC)	1,013.09	1,013.09	0.00	Open
09/27/2024	FNBCK	EFT973	INTERNAL REVENUE SERVICE	29,675.51	29,675.51	0.00	Open
09/27/2024	FNBCK	EFT974	PRINCIPAL FINANCIAL	5,721.00	5,721.00	0.00	Open
09/27/2024	FNBCK	EFT975	PRINCIPAL FINANCIAL	2,085.32	2,085.32	0.00	Open
Totals:		Number of Checks: 007		38,773.83	38,755.57	0.00	
Total Physical Checks:				3			
Total Check Stubs:				4			

Direct Deposit \$88,979.47
 Physical Check Amount **\$38,755.57**
TOTAL \$127,735.04

503FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #233			
09/12/2024	6164	NEARMAP US INC	4,950.00
09/16/2024	6165	UNITED STATES POSTAL SERVICE	117.60
09/16/2024	6166	CHASE CARD SERVICES	5,883.01
09/16/2024	6167	MMRMA	12,171.35 V
		Void Reason: PRINTED 2 SIDED	
09/16/2024	6168	VERIZON WIRELESS	690.61 V
		Void Reason: PRINTED INCORRECTLY	
09/16/2024	6169	MMRMA	12,171.35
09/16/2024	6170	VERIZON WIRELESS	690.61
09/17/2024	6171	ADVANCE AUTO PARTS	74.33
09/17/2024	6172	BOB'S TIRE & AUTO SERVICE, INC	3,823.95
09/17/2024	6173	CENTRAL SQUARE TECHNOLOGIES	1,710.00
09/17/2024	6174	FIRE PROTECTION PLUS INC	176.50
09/17/2024	6175	GIFFELS WEBSTER	5,557.50
09/17/2024	6176	MARSHALL'S EXPRESS	145.85
09/17/2024	6177	MYERS AUTOMOTIVE	336.67
09/17/2024	6178	NETWORK SERVICES GROUP, L.L.C.	400.00
09/17/2024	6179	PORT CITY COMMUNICATIONS, INC.	241.15
09/17/2024	6180	RANDY'S SERVICE STATION	1,268.60
09/17/2024	6181	RED WING BUSINESS ADVANTAGE ACCOUNT	225.00
09/17/2024	6182	TETRA TECH INC	4,830.00
09/23/2024	6183	GENOA TWP GENERAL FUND	1,000,000.00
09/23/2024	6184	MWEA	95.00
09/27/2024	6185	HOME DEPOT CREDIT SERVICES	555.21
503FN TOTALS:			
Total of 22 Checks:			1,056,114.29
Less 2 Void Checks:			12,861.96
Total of 20 Disbursements:			1,043,252.33

592FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
09/16/2024	6182	CONSUMERS ENERGY	275.15
09/17/2024	6183	AT&T	253.43
09/17/2024	6184	BRIGHTON ANALYTICAL LLC	440.00
09/17/2024	6185	COOPER'S TURF MANAGEMENT LLC	745.00
09/17/2024	6186	FIRE PROTECTION PLUS INC	47.00
09/17/2024	6187	GENOA TOWNSHIP DPW FUND	22,357.74
09/17/2024	6188	GENOA TOWNSHIP DPW FUND	27,716.30
09/17/2024	6189	GRAINGER	810.38
09/17/2024	6190	HAVILAND PRODUCTS COMPANY	2,196.72
09/17/2024	6191	HYDROCORP	299.25
09/17/2024	6192	MMRMA	2,632.39
09/20/2024	6193	ANDREW & CHRISTINE LERCH	4,392.89
09/23/2024	6194	KERR PUMP AND SUPPLY	18,417.00
592FN TOTALS:			
Total of 13 Checks:			80,583.25
Less 0 Void Checks:			0.00
Total of 13 Disbursements:			80,583.25

593FN Check Register

10/01/2024 11:46 AM
 User: denise
 DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP
 CHECK NUMBERS 4518 - 5000

Page: 1/1

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #590			
09/16/2024	4518	CONSUMERS ENERGY	16.00
09/16/2024	4519	MMRMA	1,101.36
09/17/2024	4520	BRIGHTON ANALYTICAL LLC	469.00
09/17/2024	4521	COOPER'S TURF MANAGEMENT LLC	743.00
09/17/2024	4522	GENOA TOWNSHIP DPW FUND	12,382.00
09/17/2024	4523	MICHIGAN CAT	974.65
09/17/2024	4524	NORTHWEST PIPE & SUPPLY CO.	14.18
09/17/2024	4525	PVS NOLWOOD CHEMICALS, INC	707.81
09/18/2024	4526	LOREA RENTS	1,403.00
09/23/2024	4527	GENOA TOWNSHIP DPW FUND	1,032.93
593FN TOTALS:			
Total of 10 Checks:			18,843.93
Less 0 Void Checks:			0.00
Total of 10 Disbursements:			18,843.93



Manage your account online at : www.chase.com/cardhelp

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

October 2024						
S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

New Balance
\$5,883.01
 Minimum Payment Due
\$58.00
 Payment Due Date
10/01/24

INK CASH(SM) POINT SUMMARY

Previous points balance	38,816
+ 1 Point per \$1 earned on all purchases	5,884
+ 2Pts/\$1 gas stns, rstnts, ofc sply, hm impr	150
Total points available for redemption	44,850

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$5,525.53
Payment, Credits	-\$5,525.53
Purchases	+\$5,883.01
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$5,883.01
Opening/Closing Date	08/08/24 - 09/07/24
Credit Limit	\$45,500
Available Credit	\$39,616
Cash Access Line	\$2,275
Available for Cash	\$2,275
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

All Sys 233-000-084-990
UTILITY DEPT.

SEP 12 2024

RECEIVED

[Signature]
9-12-24

YOUR ACCOUNT MESSAGES

Effective October 10, 2024, you will not be able to use Chase credit cards to pay for third-party Buy Now Pay Later ("BNPL") installment plans. Payments to these installment plans (e.g., Klama, AfterPay, etc.) using your Chase credit card will be declined.

If your Chase credit card is used for any of these recurring BNPL plans, please update the payment method with your BNPL provider to avoid any missed payments or late fees (if applicable).

0000001 FIS33339 C 1
0308

N Z 07 24/09/07

Page 1 of 2

05688 MA DA 20530 25110000010502053001



P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Make your payment at
chase.com/paycard

Payment Due Date: 10/01/24
New Balance: \$5,883.01
Minimum Payment Due: \$58.00

Account number:

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

20530 BEX Z25124 C

GREG TATARA
MHOG SEWER & WATER AUTH
2911 DORR RD
BRIGHTON MI 48116-9436



CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294



⑆ 5000 160 28⑆ 9869 10 27 2804 1 1⑆



YOUR ACCOUNT MESSAGES (CONTINUED)

Transactions designated with an & have been transferred from lost / stolen account.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
08/23	DAVES HOT CHICKEN 1054 HOWELL MI <i>DPW training</i>	34.55 ✓
09/04	TRACTOR-SUPPLY-CO #0316 HOWELL MI <i>DPW supplies</i> JAMES AULETTE TRANSACTIONS THIS CYCLE (CARD) \$161.72	127.17 ✓
08/08	& MUELLER CO. LLC - ACO clover.com GA <i>mhog</i>	751.00 ✓
08/09	& STUART C IRBY 601-960-7304 MI <i>mhog</i>	640.80 ✓
08/20	& AMAZON MKTPL*R44OY2JP2 Amzn.com/bill WA <i>mhog</i>	319.98 ✓
08/23	STAPLES 00107730 BRIGHTON MI <i>mhog</i> ALEX CHIMPOURAS TRANSACTIONS THIS CYCLE (CARD) \$1752.20	40.42 ✓
08/11	& AMAZON MKTPL*RM9BS6MK1 Amzn.com/bill WA <i>101-261-751-000</i>	9.89
08/16	& AMZN Mktpl US*RJ6MV5TF1 Amzn.com/bill WA <i>101-261-751-000</i>	406.00
08/20	& MCKISSOCK 314-590-7133 PA <i>101-252-910-000</i>	79.00
08/21	& AMZN Mktpl US*R49AS3V62 Amzn.com/bill WA <i>101-261-751-000</i>	786.41
08/22	MICHIGAN ASSOCIATION OF P 734-9132000 MI <i>101-701-910-000</i>	440.00
08/22	MICHIGAN TOWNSHIPS 517-321-6467 MI	954.00
08/22	WWW.DOODLE.COM ZURICH <i>101-261-791-000</i>	83.40
08/25	AMAZON MKTPL*R48XH4H11 Amzn.com/bill WA <i>101-261-751-000</i>	9.40
08/26	B2B Pnme*BK6WZ7JB2 Amzn.com/bill WA	499.00
09/04	REALCOMP II LTD 248-553-3003 MI <i>101-252-910-000</i> KELLY VANMARTER TRANSACTIONS THIS CYCLE (CARD) \$3468.10	201.00
08/25	& Payment ThankYou Image Check	-5,525.53
08/10	& GoToCom*GoToConnect goto.com MA <i>mhog</i>	249.59 ✓
09/04	RINGCENTRAL INC. 888-898-4591 CA <i>DPW phone</i>	66.40 ✓
09/05	MICHIGAN WATER ENVIORNMEN 517-641-7377 MI <i>DPW. prof. dev.</i> GREG TATARA TRANSACTIONS THIS CYCLE (CARD) \$5024.54- INCLUDING PAYMENTS RECEIVED	185.00 ✓

101-215-910-000 \$159.00
101-171-910-000 \$159.00
101-101-910-000 636.00

2024 Totals Year-to-Date	
Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	18.49%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	29.99%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfers	18.49%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (Including new transactions)
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

**GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
September 16, 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 nine 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 4240 Brookstone Court stated she and her husband are unable to attend the Latson Road PUD meeting tomorrow. The developer has an agreement and now he wants to add and make changes to that agreement. They are asking the Board to deny the request. She thanked the board for their help with repairing the roads in Lakewood Knoll.

Ms. Melanie Johnson of 3990 Chilson Road handed out photos from the packet showing what the developer wants to do. It should not be allowed.

Ms. Janene Deaton asked the board to deny the request for the PUD amendment tomorrow evening. The changes make the original plan worse. Ms. Skolarus stated that this Board will not be at tomorrow's meeting.

The call to the public was closed at 6:35 pm.

Approval of Consent Agenda:

Moved by Skolarus, supported by Lowe, to approve the Consent Agenda as presented. **The motion carried with Ms. Skolarus abstaining.**

- 1. Payment of Bills: September 16, 2024**
- 2. Request to approve the August 19, 2024 regular meeting minutes.**

Approval of Regular Agenda:

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

3. Consideration of a request to approve Resolution 240916 related to the continuation of services with the Howell Area Parks and Recreation Authority. (Roll Call)

Mr. Tim Church, the Executive Director of Howell Recreation, stated the millage request is on the November ballot. It did pass with the popular vote in August, but it did not pass in Marion Township and all municipalities must approve it. Tonight he is requesting the township's contribution through this year. If the millage request fails, they will need to return to the township with a new proposal.

They will be increasing their promotion of Howell Area Parks and Recreation Authority with hopes for it to pass in November.

Moved by Hunt, supported by Skolarus, to approve Resolution 240916 related to the continuation of services with the Howell Area Parks and Recreation Authority. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

4. Consideration of a request for approval of the proposed 2025 Employee Benefit Plan as presented by Human Resources Manager, Kim Lane.

Ms. Kim Lane provided a review of the benefit rates for December 1, 2024 through November 2025. The rates have increased 7.12 percent for medical and 5 percent for dental. There is currently a surplus in the self-insured HRA account so she is recommending this budget be kept the same for the upcoming fiscal year. The life and disability rates are the same because this is the second year of a two-year rate guarantee.

Moved by Lowe, supported by Dhaenens, to approve the proposed 2025 Employee Benefit Plan as presented by Human Resources Manager, Kim Lane. **The motion carried unanimously.**

5. Consideration of a recommendation for approval of the proposed third amendment to the Master Deed of the Timber Green and fourth amendment to the Planned Unit Development. The proposal entails withdrawal of Units 10, 11, and 12 from the condominium. This land area will then be combined with contiguous property under common ownership (residence to the north with access to/from Chilson Road). The amendment will modify the easement rights of the withdrawal area to clarify that access via Timber Green Court will only be for secondary emergency access. The request is petitioned by Chestnut Development, LLC.

Mr. Brendan Ruehle, representing Timber Green, stated this change was worked on with the township and the president of the association and they have come to this agreement.

Moved by Dhaenens, supported by Lowe, to approve the 4th amendment to the PUD agreement for Timber Green with plans dated July 22, 2024 with the following condition:

1. Site plan overages shall be paid prior to amended PUD agreement being signed by the Township.

The motion carried unanimously

6. Request to approve a project agreement with the Livingston County Road Commission for the Mystic Lake Drive and Milroy Lane Road Rehabilitation project with the Township's cost not to exceed \$615,000 from SAD Fund #202-499-801-075.

Moved by Skolarus, supported by Croft, to approve the Project Agreement with the Livingston County Road Commission for the Mystic Lake Drive and Milroy Lane Road Rehabilitation project with the Township's cost not to exceed \$615,000. **The motion carried unanimously.**

7. Request for approval of Resolution #5A, to amend the Special Assessment Roll for the Grand Ravines (Debora Drive) Road Rehabilitation Special Assessment District to reduce the assessment amount to reflect construction cost savings. (Roll Call)

Ms. VanMarter stated that the construction costs for this project came in \$168,864 under budget, so the Special Assessment District will be reduced from \$13,000 to approximately \$7,000 per resident.

Moved by Skolarus, supported by Dhaenens, to approve Resolution #5A, to amend the Special Assessment Roll for the Grand Ravines (Debora Drive) Road Rehabilitation Special Assessment District to reduce the assessment amount to reflect construction cost savings. **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 proposed Ordinance number Z-24-02 regarding text amendments to Article 16, Sign Standards involving incidental/informational Signs, pole signs, and minor revisions. (Roll Call)

Ms. VanMarter stated these amendments were initiated by the request for the StoryWalk at the Township Hall. The current ordinance does not allow for pole signs. This amendment includes clarifications and changes for these types of pole signs.

Moved by Dhaenens, supported by Hunt, to approve and adopt Ordinance No. Z-24-02 to amend Zoning Ordinance Article 16 entitled Sign Standards. **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 for approval of proposed Ordinance number Z-24-03 regarding text amendments to Article 10, Planned Unit Development, Section 10.02.05 and 10.03.01. (Roll Call)

Ms. VanMarter stated these changes are for residential PUD's and allow for a reduction in lot size from 1 acre to 3/4 of an acre if there is well and septic. The amount of the decrease in lot size shall be put into open spaces. Additionally, it will give the Township tools within the PUD to preserve natural and environmental features and protect adjacent residential properties.

Moved by Lowe, supported by Skolarus, to approve and adopt Ordinance No. Z-24-03 to amend Zoning Ordinance Article 10 entitled "Planned Unit Development". **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Dhaenens - yes, Skolarus - yes, and Rogers - yes).**

10. Consideration of amendments to the Fiscal Year 2024-2025 budget as follows:

A. Fund 202 – "SAD Roads and Lakes" to reduce the revenue and appropriations for the Grand Ravines (Debora Drive) Department #497 as follows:

- i. Reduce Revenue line item 202-497-628-005 for SAD Principle to \$12,276 and 202-497-665-001 for Interest to \$1,535.
- ii. Reduce project cost appropriation line item 202-497-801-075 to \$223,136

B. Fund 202 – "SAD Roads and Lakes" to create a new Department #499 for the Mystic Lake Drive and Milroy Lane Road Rehabilitation project with new line items as follows:

- i. New revenue line items: 202-499-628-005 for SAD Principle in the amount of \$55,600 and 202-499-665-001 for Interest in the amount of \$2,780.
- ii. New appropriation line item 202-499-801-075 in the amount of \$619,000.

C. Fund 202 – "SAD Roads and Lakes" to create a new Department #576 for the Earl Lake Aquatic Weed Control project with new line items as follows:

- i. New revenue line items: 202-576-628-005 for SAD Principle in the amount of \$2,789.
- ii. New appropriation line item 202-576-801-075 in the amount of \$2,264.

D. Fund 249 – "Building and Grounds" to increase the appropriations Department 265, Miscellaneous Expenses line item 249-265-955-000 to \$1,500.

Moved by Ledford, supported by Croft, to approve amendments to Fund 202 – "SAD Roads and Lakes" to reduce the revenue and appropriations for the Grand Ravines (Debora Drive) Department #497 as follows:

- i. Reduce Revenue line item 202-497-628-005 for SAD Principle to \$12,276 and 202-497-665-001 for Interest to \$1,535.
- ii. Reduce project cost appropriation line item 202-497-801-075 to \$223,136

The motion carried unanimously.

Moved by Lowe, supported by Croft, to approve amendments to Fund 202 – “SAD Roads and Lakes” to create a new Department #499 for the Mystic Lake Drive and Milroy Lane Road Rehabilitation project with new line items as follows:

- i. New revenue line items: 202-499-628-005 for SAD Principle in the amount of \$55,600 and 202-499-665-001 for Interest in the amount of \$2,780.
- ii. New appropriation line item 202-499-801-075 in the amount of \$619,000.

The motion carried unanimously.

Moved by Ledford, supported by Lowe, to approve amendments to Fund 202 – “SAD Roads and Lakes” to create a new Department #576 for the Earl Lake Aquatic Weed Control project with new line items as follows:

- i. New revenue line items: 202-576-628-005 for SAD Principle in the amount of \$2,789.
- ii. New appropriation line item 202-576-801-075 in the amount of \$2,264.

The motion carried unanimously.

Moved by Skolarus, supported by Lowe, to approve amendments to Fund 249 – “Building and Grounds” to increase the appropriations Department 265, Miscellaneous Expenses line item 249-265-955-000 to \$1,500. **The motion carried unanimously.**

11. Review of Fiscal Year 2024-2025 First Quarter (April-June) budget to actual report.

Ms. VanMarter stated this report is later than the quarterly reports are usually presented to the board because it is not finalized until after the audit has been completed. Two funds were over budget. One was due to a miscoding of an invoice, which has been fixed, and the second was due to unexpected bank fees, and that overage was approved earlier this evening.

12. Discussion regarding Clerk’s request to place an order for Township Logo clothing.

Ms. Skolarus stated she placed an order in July for clothing and it was denied. She stated there is a clothing allowance for each employee.

Ms. Hunt stated the allotment for the purchase is to wear the clothing, but Ms. Skolarus is not going to be an elected official after November’s election.

Ms. VanMarter stated that Staff was uncomfortable authorizing an expenditure for an official who was running for re-election. She agreed with them and did not approve the request. Then when it was requested again, it was after the election, and Ms. Skolarus did not win. Ms. Skolarus stated she would have liked to have been told back in July that her request was denied.

Correspondence

The packet contained photos showing the construction improvements that have been started on the Herbst property. Lyle's daughters are in town this week and will be going through and removing personal items from the home.

A note from the League of Women Voters was addressed to the board which included a personal reference to the Clerk.

Member Discussion

Ms. Hunt stated today was the last day to pay summer taxes. She has not run the report yet, but it is estimated that 80 percent of properties have submitted their payments.

Supervisor Rogers stated that due to the closure of Dorr Road at I-96, the Fire Department has made some changes to their station. They have relocated some staff and equipment because they are not able to get from the station to Grand River directly.

Ms. VanMarter advised there is a special meeting of the Planning Commission tomorrow, September 17, at 6:30 pm at the Brighton Center for the Performing Arts. The developer of the Latson PUD is requesting changes to his proposal. Mr. Dhaenens stated that at the meeting, the Chairperson will explain the process and procedure for this type of request.

Ms. VanMarter stated The Pine Creek paving project is complete, the Milroy/Mystic Lake project is starting this week, and then they will be starting Lakewood Knoll.

Ms. VanMarter stated there was a court of appeals decision on September 3 or 4, 2024 that found that marijuana ballot-initiated proposals could not amend a charter; it is for ordinances only. Also, a ballot proposal is not allowed to put any regulations on it. It was only to approve to have marijuana establishments or to not have them. It cannot put regulations, such as where they can go, how to apply, etc. The one that was approved for Genoa Township had other regulations. So the Township filed an action, in light of this decision, to ask the court to remove it from the ballot. If the judge does not grant the motion, Ms. VanMarter is going to work with staff to draft an ordinance so the Township can include the regulations that it would like in case it does pass, such as where they will be allowed, how many, etc.

Mr. Dhaenens switched his internet service to Surf and he is very pleased. Ms. VanMarter stated they have not finished the installation in some areas, but she is working with them.

Ms. Skolarus would like to suggest that the November gubernatorial and presidential elections be township holidays due to the limited parking because of township employees. Ms. Hunt stated that no one votes at the township hall. Ms. Skolarus stated they come here to register to vote and that can take more than 20 minutes per person. Ms. VanMarter stated that the employee handbook allows for a floating holiday and the township board approved using it on July 5 this year. She understands there is a parking problem at the township hall; however, residents come here on election day for other matters and not just to register to vote. It was suggested to have the employees park in the rear of the building or in further away parking spaces.

Adjournment

Moved by Croft, supported by Lowe, to adjourn the meeting at 7:44 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas
Recording Secretary

Approved: Paulette Skolarus, Clerk
Genoa Charter Township

Bill Rogers, Supervisor
Genoa Charter Township

DRAFT



MEMO

TO: Members of the Genoa Charter Township Board

FROM: Kim Lane, Human Resources

DATE: October 7, 2024

RE: Approval of Updated Employee Handbook and Policies

.....

Dear Members of the Board:

It has been nearly 10 years since the Genoa Charter Township Employee Handbook was last fully updated and adopted. Since our last revision,, we've:

- 1) Experienced changes in law;
- 2) Updated select policies and approved new policies; and,
- 3) Revised work practices without formal policy modification.

As a result, a major update to our Employee Handbook was required. This need to update the manual was my major performance goal in my 2024 Performance Review conducted in March of this year.

I have spent the past several months developing a new Employee Handbook that addresses the above mentioned changes and I have compiled the required revisions and reviewed them with the Township attorney. I am pleased to provide the Board with the attached a red-lined copy of the Genoa Charter Township Employee Handbook. The table below highlights the major changes:

2024 Changes to the Genoa Charter Township Employee Handbook:

Page	Policy Name	Change
13-14	Lunch Break	In 2016, the Admin Committee clarified these guidelines for a lunch break. An employee needs to work a minimum of five hours and must work both before and after the break.
15	Longevity	A bonus of \$1,250 was added to employees who have worked for Genoa Township longer than 25 years.
16	Medical/Hospital Insurance	Since the original handbook was written, employees are now contributing a minimum of 10% toward the cost of health care premiums. We clarified this in the handbook and indicated that the amount is subject to change with Board approval.
17	Disability and Life Insurance	It is clarified that employment will be need to be terminated after one year if an employee is unable to return from a long-term disability. This is consistent with current protocols.
17	Annual Vacation Leave	Updated the table to match current practices and understandings.
19	Funeral Leave	An allowance of 15 business days of leave was added for an employee who loses a spouse or child since this is such a

		devastating loss and seven days was not enough for our employees who have experienced this type of loss.
20	Court Duty	Current law has changed to include crime victims who are subpoenaed or asked by prosecuting attorneys to attend court proceedings. Employers must allow employees to attend with pay.
21	Sick or Personal Leave	Current law changed to specifically call out meetings related to a child's well-being so we included that in our policy. In addition, we clarified that unpaid time off is only allowable during an approved medical leave or in extenuating circumstances.
24	Family Medical Leave Act	Policy has changed to require that employees use any vacation or personal time in excess of 40 hours to pay for any unpaid time off during an approved FMLA leave.
30-31	Severance Pay Policy	This policy is put in place as a protection for both the Township and the Employee. During 2012 and again in 2015 we wrote and paid out severance agreements for employees who were let go in exchange for them signing a release of all claims agreement. We want to protect the Township from arbitration and litigation claims by offering employees who are terminated for reasons other than cause and provide severance benefits consistent with industry standards.
45-48	Travel and Mileage Policy	This policy was approved in January of 2024 by the Board and has been added to the handbook since it pertains to employees.
49	Anti-Nepotism	This policy was updated to include relationships that employees may have with outside businesses, contractors, and consultants.
55-56	Hours of Operation	Working and on-call hours were updated for Utility Dept. employees to reflect current practices
75	CDL Licensing Policy (Addendum to Alcohol and Drug Policy for Utility Employees)	This policy was presented to and approved by the board on May 10, 2023. It is being included in this revision of the Employee Handbook
83	Exam/Licensing Incentive Program	This policy has been updated to allow Utility employees to take the certification exams multiple times without any upfront costs since some of the exams are quite difficult and can take several attempts to pass.

Action: Approval of the 2024 Revised Genoa Charter Township Employee Handbook

Moved by _____, supported by _____ to approve the 2024 Employee Handbook as presented by the Human Resources Manager and approved by legal counsel.



GENOA CHARTER TOWNSHIP

EMPLOYEE HANDBOOK

Effective Date: ~~March 7, 2011~~ October, 2024

~~Latest Revision Date: December 15, 2014~~



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Property of Genoa Charter Township

EMPLOYEE HANDBOOK

Issued to:

Date Issued

Genoa Charter Township is an at-will employer that reserves the right to terminate any employee with or without cause; and no language contained in this Handbook is intended to create, nor should it be construed to constitute, a contract between employer and employee. When this Handbook is no longer required by the holder, or upon termination, this copy must be returned to the employee's supervisor, Human Resources Representative, or the Township Manager.

Purpose

Genoa Charter Township from here forward will be referred to as the “Township”. The Township Employee Handbook is provided for informational purposes to all employees of the Township. It does not set forth any express or implied contractual obligations on the part of the Township. The Township retains the right to add, change or delete any of the handbook’s provisions, or any other policies reflected therein, in management’s sole judgment, at any time as circumstances may warrant without obtaining another person’s consent or agreement.

Scope

Each employee is covered by these policies, as well as those policies, procedures, guidelines and/or other directives as may be referenced by this handbook, other than employees who are elected. Each employee will be provided with their own copy of the handbook upon employment, as well as when requested. Due to the size of the handbook, the electronic version of this handbook will be maintained on the Township computers.

Employment At-Will

All employees covered by this handbook are Employees-At-Will. This means that all such employees are employed on an indefinite basis and may be terminated at any time, with or without notice, with or without prior warning or discipline, and with or without cause. This same policy applies as to all other terms and conditions of employment.

No person or representative of the Township, other than the Township Board or Administrative Committee, has authority to enter into any agreement for employment for any definite period of time or to make any agreement contrary to the foregoing. Moreover, no such agreement by the Township Board will be enforceable unless it is in writing and approved and authorized by the Township Board.

Nothing set forth in this handbook is intended to modify the employment at-will relationship in any way. This includes without limitation, anything that is stated in the policies on disciplinary action or performance rating.

Prior Policies or Practices

Except as otherwise stated herein, the terms and conditions in this handbook will supersede and control over any conflicting prior employee manuals/handbooks, policy statements, representations, agreements, or practices.

Modification

The Township reserves the right to modify, amend, supplement, or delete any of the policies set forth in this handbook at any time. No such modification, amendment, supplement or deletion will be valid, however, unless it is in writing and approved by the Township Board. In no circumstances will any oral agreements or unwritten policies control.

Individual Contracts of Employment

From time to time, the Township may enter into individual contracts of employment. Such contracts will be valid provided they are in writing, approved and authorized by the Township Board. To the extent that there is any conflict between the terms of this handbook and the terms of such individual contract of employment, the latter will control.

Equal Employment Opportunity

It is the policy of the Township Board to provide equal employment opportunities to qualified persons without regard to race, color, sex, pregnancy, age, religion, national origin, citizenship status, disability, genetic information, veteran status, marital status, height, weight, sexual orientation or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, or any other status or criterion which is prohibited by federal, state and local law or ordinance. This policy applies to recruiting, hiring, discharge, compensation, benefits, LOA's, promotions, discipline, performance reviews, and all other terms conditions and privileges of employment.

Accommodations

Any individual needing a reasonable accommodation for a disability must provide the Township with written notice of the need within 182 days after the individual with a disability knows or reasonably should have known that an accommodation is/was needed.

Harassment

Consistent with the Township's policy of equal employment opportunity, harassment in the workplace based on a person's race, color, sex, pregnancy, age, religion, national origin, citizenship status, disability, genetic information, veteran status, marital status, height, weight, sexual orientation or handicap will not be tolerated. As used herein, the term "sexual harassment" includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment will be regarded as a violation of this policy when:

1. submission to such conduct is made a direct or indirect condition of employment; or
2. submission to or rejection of such conduct is used as a factor in employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.; or

3. Such conduct interferes with employment or creates an intimidating, offensive, or hostile working environment.

If you believe you have been the victim of sexual, racial or other form of unlawful harassment, you should immediately come forward and express your complaint to your supervisor and/or your Human Resources Representative. If your complaint is against your supervisor, you should take your complaint to the next level of management and/or Human Resources. An investigation will be promptly conducted following a standardized procedure. Although it is impossible to conduct an investigation and maintain complete confidentiality, anyone reporting or investigating a complaint for sexual harassment shall do so in as confidential a manner as possible. The person making the complaint will be informed of the conclusions reached from the investigation. If harassment is found to have occurred, appropriate action will be taken to prevent further harassment.

No person will suffer adverse action for making a complaint in good faith or for taking part in the investigation of a complaint. It is the policy of the Township to prohibit retaliation against anyone who makes a complaint in good faith or who takes part in the investigation. Nothing set forth in this policy is intended to modify the employment at-will relationship in any way.

General Information

A. The Work-Week

The workweek will normally consist of five (5) working days and /or 40 hours per week. However, nothing contained herein will constitute a guarantee of 40 hours per week. Likewise employees may be required to work overtime.

B. Working Hours

Normal Township working hours will extend from 9:00 a.m. to 5:00 p.m., unless changed by the Township Board.

C. Lunch Break

Each employee will normally be allowed one (1) hour paid break for lunch— within the following guidelines: a) An employee must work a total of 5 hours in a work day to qualify for a 1 hour paid lunch; b) An employee must work both before and after their paid lunch break; and c) The Township Manager may schedule

~~the specific lunch break.~~ Deviations may be approved in advance by the employee's department head under special circumstances.

D. Length of Service

Subject to the limitations stated below, length of service will be measured from the employee's date of hire. A promotion or job title change will not alter an employee's length of service. Length of service may be used to determine vacation time, sick time and other benefits. Length of service will be adjusted if you are on layoff for more than six (6) months, or if your employment is terminated for any reason. Layoffs, which exceed 6 months, shall change one's hire date to the date of return to employment. If you are terminated, your length of service will also be terminated. If you are re-hired, your length of service will be measured from the date of re-hire.

E. Anniversary Date

As used in this handbook, the term "anniversary date" refers to the month and day of commencing employment.

F. Employment Status

1. Regular employees are hired on an indefinite basis to fill job positions that are classified as regular in accordance with assigned job duties and authorized by the Township Board. Funds for regular status positions are budgeted specifically to support the positions. Either full-time or part-time staff may be assigned regular employee status. Regular full-time staff is regularly scheduled to work 40 hours per week. Regular part-time staff is regularly scheduled to work less than 40 hours per week.
2. Temporary employees may be full-time or part-time, and are employed in a position for a specified limited duration. These employees are generally hired for the purpose of relieving regular staff members who are absent due to illness, vacation or leave of absence; or for augmenting the regular staff to meet requirements that may be occasioned by periodic workloads.

G. Base Pay

1. Regular employees, both full-time and part-time, will receive base pay in accordance with the ~~recommended~~ approved pay scale as set by the Township Board annually during budget reviews. The pay scale may provide for merit ~~step~~ increases in accordance with the recommendation of the Administrative Committee. ~~Step-i~~ increases are not automatic. The Administrative Committee may or

may not recommend a person for such merit increase. The Administrative Committee will review the employee and advise him or her accordingly.

2. Temporary employees will generally be paid at the base starting rate for the position they hold; any exceptions must be authorized in advance, in writing by the Township Board. Temporary employees will not be eligible for merit ~~step~~-increases unless otherwise authorized in writing by the Township Board.
3. Temporary employees will not be eligible for merit ~~step~~-increases unless otherwise authorized in writing by the Township Board.

H. Longevity

Longevity compensation will be paid annually to eligible full-time employees and elected officials ~~every~~ by December 1st, ~~beginning December 1, 2001~~ of each year. To be eligible, an employee must attain the specified tenure during the calendar year.

10 - 14 years	\$ 500.00
15 - 19 years	\$ 750.00
<u>20 +— 24 years</u>	<u>\$1,000.00</u>
<u>25+ years</u>	<u>\$1,250.00</u>

~~Part-time employees will be given the longevity bonus based upon the actual hours worked in a calendar year. Their 12-month salary, as of November 30th of a given year, will be divided by the potential salary should they have worked full time. E.g. If their annual salary is calculated to be \$20,000.00 and they earned \$10,000.00, they will receive a bonus equal to 50% of what is allowed. This bonus is applicable to all permanent part-time and full-time employees.~~

I. Overtime

Overtime is generally discouraged and employees will not be allowed to work overtime without prior authorization from the Department Head or Township Manager. However, on rare occasions when overtime is required, Township will compensate employees at one and one-half times their regular rate of pay to the extent required by applicable state and federal law. For purposes of this policy, overtime for regular full time employees is defined as any hours worked in excess of the normal 40 hour work-week. In certain instances, where prior approval is obtained for certain events, overtime for regular part-time employees and temporary part-time employees may be defined as any hours worked in excess of an 8-hour work day.

J. Pay Periods

Township employees are normally paid every other Friday; there are typically twenty-six (26) pay periods each year. Each pay period covers the previous two weeks of work.

K. Medical/Hospital Insurance

~~Effective 03/06/07 a~~All regular full-time employees and Township officers (Supervisor, Treasurer and Clerk) are eligible for individual, two person, or family medical and hospital coverage, as well as dental and vision coverage on the first of the month following 30 days of employment, ~~unless the same carrier previously covered the employee and a transfer can be made.~~ Employees contribute no less than 10% of the medical insurance premiums and this amount may be adjusted annually by the Township Board. The Township officers and regular full-time employees who do not choose coverage will be compensated an amount as determined annually by the Township Board in lieu of the medical/hospital insurance. This sum shall be paid in equal installment contemporaneous with the employee's or officer's regular pay period.

1. The specific terms and conditions of the medical and hospital insurance, including eligibility requirements, will be governed by the applicable contracts and/or benefit plans. If there is any conflict between the terms of this Employee Handbook and the terms of those other plan documents and/or contracts, the latter will control.
2. The Township officers and full-time employees may only be allowed to change their status due to a qualifying event such as a birth, death, divorce, marriage or loss of other insurance. ~~Any change to the insurance coverage of any employee of the Township must be reviewed and approved by the Administrative Committee before such change takes place.~~ Human Resources will review qualifying event changes.

L. Pension/Retirement

Effective July 1, 1991 a retirement program providing contributions equal to 10% (amended 06-19-96) of compensation was adopted for all employees working more than 1,000 hours a year, with vesting of 25% after one full year of service, 50% after two years, 75% after three years and 100% after four years of service. This plan is intended to be a qualified retirement plan under Internal Revenue Code Section 401 (a). ~~The Township Board (Treasurer and Clerk)~~ Human Resources Manager and Township Treasurer shall serve as the Plan Administrator and Named Fiduciaries for the Plan. If there is any conflict between the terms of this Employee Handbook and the terms of the plan documents and/or contracts, the latter will control.

M. Workers' Compensation

Employees involved in a work-related accident or injury may be eligible for workers' compensation benefits in accordance with Michigan law. Any employee involved in a work-related accident or injury must report that accident or injury to the Township Manager as soon as possible after the mishap and fill out the proper reporting forms. Failure to report an injury may disqualify an employee for benefits. No employee will be discriminated or retaliated against because he or she has exercised rights under the Workers' Compensation statute.

N. Short and Long Term Disability and Group Life Insurance

Effective March 4, 1996 a short and long-term disability and group life insurance program was adopted for all employees by the Township Board. This insurance is provided at no cost to ~~township~~ Township employees. Terms of the policy are available upon request to Human Resources. If there is a conflict between the terms of this Employee Handbook and the terms of the insurance document, the latter will control.

Termination of employment will occur for any employee who cannot return to work within one year of being on long-term disability.

Leave of Absence

A. Annual Vacation Leave

1. All regular full-time employees are eligible for paid vacation leave based on date of hire. Eligible employees shall accrue, at the onset of employment, on a biweekly pay period basis, paid vacation days in accordance with the following schedule:

Years of Service*	Yearly	Per Pay Accrual
1 st thru end of 5th <u>4th</u> Year	2 weeks	3.08 Hours
6 th thru end of 10th <u>9th</u> Year	3 weeks	4.62 Hours
11th-10th Year and beyond	4 weeks	6.15 Hours

*Years of service is calculated based on hire date. New accrual amounts will begin the month you reach your ~~6th-5th~~ and ~~11th-10th~~ anniversary.

2. For part-time employees, vacation compensation will be based upon the number of hours worked in the period of January 1 through December 31 of the preceding year divided by fifty-two (52) weeks and then multiplied by the number of weeks eligible for vacation worked, to determine the number of benefit hours entitled by the employee. Vacation days will be determined under Leaves of Absence. (For example: a part-time employee who worked 1,560 hours in the previous year and has six years of service would receive 90 hours. $(1,560 / 52) \times 3 = 90$). Payment for vacation time is received in January and is paid at their current hourly rate in lieu of paid time off.
3. Temporary employees are not eligible for vacation benefits.
4. After 90 days of service, employees may request use of accrued vacation time from their supervisor.
5. Employees may accrue up to ~~160~~180 hours of vacation. Vacation time will cease to accrue, and will therefore be lost, until the number of accrued hours is below ~~160~~180.
6. Vacations should be planned based on the number of hours accrued and should not cause the account to go negative. (Exceptions to this may be allowed for extenuating circumstances, however, must be approved by the department Director or Supervisor and HR and Payroll should be notified.)
7. Vacation days must be scheduled in advance with the employee's supervisor, who shall retain the right to approve or disapprove, in whole or in part, vacation requests. In general, notice should be provided equivalent to the amount of time requested off.
8. Vacation compensation rates will be based on the employee's regular hours at his or her base rate in effect at the time of the vacation. Bonuses, allowances, overtime etc... will not be used in the calculation of vacation compensation. For part-time employees, the base hourly rate as of December 31st will be used.
9. Upon termination of employment, by either party, for any reason, employees will be paid for any unused accrued vacation time. This time shall be paid at their current rate on the last regular paycheck the employee receives.

B. Holidays

1. All regular full-time and regular part-time employees will receive time off *with* pay. Part time employees will be compensated at the percentage determined by hours worked during the previous year.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
<u>Good Friday</u>	<u>Friday before Easter</u>
Memorial Day	Last Monday in May

Good Friday	Friday before Easter
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day/Stormont Day	Second Monday in October
<u>Veterans Day</u>	<u>November 11</u>
Thanksgiving Day	Fourth Thursday in November
Post-Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Election Day or Floating Holiday*	Presidential and Gubernatorial

(Temporary employees will receive holiday time off for such holidays, but will not receive holiday pay.)

- Holiday pay will be based on the employee's regular hours at his or her base rate of pay in effect at the time of the holiday.

~~3. Two employees, at the Clerk's discretion, may be required to work on Election Day.~~

~~4.3.~~ If a holiday falls on a Saturday, the preceding day will be recognized as the holiday. If the holiday falls on a Sunday, the following Monday will be recognized as the holiday.

~~5.4.~~ If the preceding Friday or following Monday is also a holiday, then the preceding Thursday or following Tuesday will be recognized as the holiday, provided, however, by mutual consent of the Township Board or the Township Manager and a majority of the affected employees, the holiday days may be changed to allow the Township Hall to remain open for normal business.

C. Funeral Leave

The funeral leave policy establishes uniform guidelines for all regular full-time and regular part-time employees (provided that it is his/her regular day to work) providing paid time off to employees for absences related to the death of immediate family members. The employee's supervisor authorizes the use the funeral leave as follows:

1. Employees will be allowed up to fifteen (15) business days funeral leave with pay to attend a funeral for the employee's spouse, child or step-child.

~~4.2.~~ Employees will be allowed up to seven (7) business days funeral leave with pay to attend a funeral for the employee's ~~spouse,~~ mother, father, step-mother, step-father, ~~child, step-child,~~ or grandchild.

~~2.3.~~ Employees will be allowed up to three (3) business days funeral leave, with pay, to attend a funeral for the employee's, mother-in-law, father-in-law, sibling, grandparent, step-sibling, or other legal dependents living with the employee.

~~3.4.~~ Employees are allowed one (1) business day off from regular scheduled duty with regular pay in the event of death of the employee's niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, cousin, spouse's grandparent or former spouse.

~~4.~~ ~~Employees are allowed up to four (4) hours of funeral leave to attend the funeral of a fellow current employee or retiree of the Township, provided such absence from duty will not interfere with normal operations of the Township.~~

~~5.~~ ~~Supervisors may approve funeral leave for the death of an un-related individual under exceptional circumstances.~~

~~6.5.~~ Any deviation from this Policy must be approved by the Administrative Committee.

Temporary employees are not eligible for funeral leave benefits. Personal leave may be used to attend funerals as provided in Section F. Funeral leave pay will be computed in the same manner as vacation pay and holiday pay. To be eligible for pay under this provision, the employee generally must attend the funeral of the deceased.

D. Court Duty

1. Regular full-time and regular part-time employees, if normally scheduled to work, will be allowed time off, with pay, for jury service or if he/she is subpoenaed as a witness in any case, by anybody empowered by law to compel attendance by subpoena, or asked to attend a court hearing by the prosecuting attorney. No employee will be disciplined or discharged for attending court when subpoenaed. Temporary employees are not eligible for court leave benefits.

~~2.~~ ~~The amount of court leave pay will be the difference between the employee's regular wages and the fee he/she receives for acting as a witness or juror upon receipt of a voucher showing the amount received for same.~~

~~3.2.~~ On days when an employee is required to report as a juror or witness and is excused, he/she must report to work immediately to be eligible for the above-stated compensation.

E. Inclement Weather

When the Township Hall is closed due to weather conditions, all regular full-time and regular part-time employees shall be paid for such time off. Temporary employees will not be eligible for such pay. Any two of the following may approve inclement weather days: Manager, Supervisor, Clerk or Treasurer. **NOTE:** *Employees who have scheduled vacation/personal/sick time, etc. will not be paid for the inclement weather day.*

F. Sick or Personal Leave

1. All regular full-time employees will be entitled to sick ~~time and~~/personal time off with pay. Temporary employees and regular part-time employees may be allowed such time off but will not be eligible for pay.
 - a. Effective 1-1-90, for each month of service, eligible employees will earn one day off, with pay, which may be used for the following purposes:
 - i. Personal illness or physical incapacity, including pregnancy;
 - ii. Exposure to contagious disease;
 - iii. Illness of family member residing in the employee's household;
 - iv. Medical or dental examinations;
 - v. Personal business days.
 - ~~v.~~vi. Meetings at a child's school or place of care related to the child's health or disability.

In addition, such time off may be used for funeral leave in excess of the three- (3) days allowed under the funeral leave policy or for attendance at funerals other than immediate family members.

2. Unused personal leave time may be accumulated up to a total of 240 hours.
3. The Township Manager or employee's supervisor must approve personal leave at least 24 hours in advance.
4. A doctor's statement may be required to substantiate any leave based on illness.

Anyone returning from sick leave of more than three (3) days may be asked to submit a doctor's statement. Likewise, a doctor's statement may be required for any leave, not pre-approved, the day before or day after a holiday. Any time off that is not approved by the Township Manager will not be compensated and may result in disciplinary action.

5. ~~Unpaid time off may be allowed after review and approval of the Administrative Committee.~~ Unpaid time off is only allowable during an approved medical leave or in extenuating circumstances and must be approved in advance by the Administrative Committee.

6. No sick/personal time off will be allowed for more than 30 consecutive days, unless taken under the terms of the short and/or long-term disability insurance program and/or FMLA policy.
7. During an approved time off, the Township may continue to provide medical and hospital insurance for the employee.
8. Failure to return to work at the end of a leave of absence may result in termination.
9. Upon returning from time off, the employee will be returned to his/her prior position, if available. If the position is no longer available, the employee will be considered for other job openings for which he/she is qualified in the Township's judgment. If there are no such openings, the employee will be placed on a preferential hire list for 30 days and will be considered for any job openings for which he/she is qualified within the Township's judgment. If the employee is not returned to work within such 30-day period, his/her employment will be terminated.
10. An employee who has accumulated 240 hours of personal leave will be compensated at a rate of half-pay for any unused personal leave time in excess of 240 hours at the end of each calendar year.
11. Upon voluntary separation, employees will be compensated at a rate of half-pay for any unused disability leave/personal leave days, provided the employee has given two weeks written notice. In all other circumstances except death (as described in paragraph F), upon separation from employment, employees will not be compensated for any unused disability/personal leave days.
12. In the event of death all unused leave and vacation time will be paid at the full rate of pay.
- ~~13. Sick time that extends longer than 90 days and does not permit a person to work full time will be reviewed by the Administrative Committee for possible change to part time status.~~

G. Family and Medical Leave Act (FMLA)

1. An employee who has been employed for at least twelve (12) months and working at least 1250 hours during the previous twelve (12) month period is entitled to a total of twelve (12) weeks of **unpaid** leave during any twelve (12) month period. The twelve (12) month period will be calculated on a calendar rolling 12 month basis.
2. Nothing in the FMLA supersedes any provision of state or local law that affords greater family or medical leave rights than those provided by the FMLA. If leave qualifies under the FMLA and under state law, the leave used counts against the employee's entitlement under both laws.

3. Family and Medical Leave may be taken for one or more of the following reasons:

- A. The birth of a child of the employee and to care for the child;
- B. Placement of a child with the employee for adoption or foster care;
- C. To care for a parent, spouse or child with a serious health condition; or
- D. A serious health condition that makes the employee unable to perform his/her job functions

“**Serious health condition**” means an illness, injury, impairment, or physical or mental condition that involves either:

(A.) Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**

(B.) Continuing treatment by a health care provider, which includes:

(i.) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that **also** includes:

(a.) treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); **or** (b.) one treatment by a health care provider (*i.e.*, an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); **or**

(ii.) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**

(iii.) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**

(iv.) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**

(v.) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

4. An employee who takes leave for a birth or placement of a child for adoption or foster care must take the leave within a year of the birth or placement.
5. ~~An employee may use any accrued vacation, sick or personal leave as part of their leave period.~~ An employee must use any accrued leave in excess of 40 hours of Vacation and 40 hours of Personal leave to cover any unpaid portion of their FMLA leave period.
6. When leave is foreseeable, an employee is expected to give at least thirty (30) days' notice in writing of their plan to take leave (or as much notice as is possible under the circumstances).
7. If both husband and wife work for Genoa Township, and both are eligible for leave, they are limited to twelve (12) weeks leave per year combined for the birth of a child, adoption or foster care placement, or care of a family member. But if either spouse develops a serious health condition and is unable to perform the essential functions of the job, each would be entitled to the full twelve (12) weeks of unpaid leave per year for personal illness.
8. Employees on Family and Medical Leave will be restored to their previous position or an equivalent position with equivalent benefits, pay or other terms and conditions of employment. However, an employee on FMLA leave has no greater right to employment than if the employee had not taken leave; if employment would have been terminated anyway, the employee has no right to reinstatement. For example, if an employee's position was terminated due to lack of funding, and the employee would have been terminated even if he/she had been continuously employed, the employee would not have a right to reinstatement.
9. Medical coverage for an employee enrolled under Genoa Township's group health plan will continue while on Family or Medical Leave under the same terms and conditions as when the employee was working. If an employee fails to return to work from Family and Medical Leave, the employee must reimburse Genoa Township for the premiums it paid for continuing medical coverage. If an employee cannot return to work because of continuing or recurring health problems or for other reasons beyond their control, the employee will not be required to reimburse Genoa Township for premiums paid.
10. Employees returning to work from Family and Medical Leave must give at least one (1) week notice to the Township Manager prior to returning from leave. Those employees not intending to return after the completion of leave must also provide the Township Manager at least one (1) week notice of their intent not to return after leave. Failure to return to work on the scheduled date of return will indicate that the employee has resigned his/her employment with Genoa Township.
11. The employee shall provide their Supervisor with bi-weekly notification of their status while on leave and the date they intend to return to work.

12. Annual, Sick and Personal Leave do not accrue during Family and Medical Leave.
13. A medical certification may be required from a health care provider for Family and Medical Leave to care for a seriously ill parent, spouse, or child, or for an employee's own medical leave.
14. An employee may be required to obtain a medical certification from his/her health care provider stating that the employee is able (or unable) to return to work (i.e., a "fitness-for-duty" report).
15. Intermittent Leave to care for a new child is not permitted. Intermittent Leave is permitted for serious illness when it is medically necessary. Medical certification is required prior to granting intermittent leave. If leave is required on an intermittent basis or reduced leave basis, Genoa Township may require the employee to transfer temporarily to an alternative position that better accommodates the intermittent leave or a part-time schedule, provided the position has equivalent pay and benefits. The employee must discuss the proposed intermittent leave schedule with his/her supervisor before leave begins.

H. Military Family Leave

Military Caregiver Leave. The FMLA also includes a special leave entitlement that permits an eligible employee (an employee who has been employed for at least twelve (12) months and working at least 1250 hours during the previous twelve (12) month period) who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness to take up to twenty six (26) work weeks of **unpaid** leave to care for a covered service member during a single twelve (12) month period.

1. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
2. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform duties of his or her office, grade, rank, or rating.
3. Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered service member. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day.
4. The “single twelve (12) month period” begins on the first day the eligible employee takes leave and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

5. An eligible employee is limited to a **combined** total of twenty six (26) workweeks of leave for any FMLA qualifying reason during the “single twelve (12) month period.” (Only twelve (12) of the twenty six (26) weeks total may be used for a FMLA qualifying reason other than to care for a covered service member.)

Qualifying Exigency Leave. An eligible employee (an employee who has been employed for at least twelve (12) months and working at least 1250 hours during the previous twelve (12) month period) is entitled to up to a total of twelve (12) workweeks of **unpaid** leave during the normal twelve (12) month period established for FMLA leave for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation *A qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members in the Regular Armed Forces.* Qualifying exigencies include:

1. Issue(s) arising from a covered military member’s short notice deployment (i.e., deployment on seven (7) or less days of notice) for a period of seven (7) days from the date of notification;
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
3. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
4. Making or updating financial and legal arrangements to address a covered military member’s absence;
5. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
6. Taking up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;

7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
8. Any other event that the employee and employer agree is a qualifying exigency.

Spouses employed by Genoa Township are limited to a **combined** total of twenty six (26) workweeks in a "single twelve (12) month period" if the leave is to care for a covered service member with a serious injury or illness.

FMLA leave may be taken intermittently whenever **medically necessary** to care for a covered service member with a serious injury or illness.

FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Genoa Township's operation.

An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to Genoa Township as soon as practicable under the facts and circumstances of the particular case.

The employee must provide "sufficient information" to make Genoa Township aware of the need for FMLA leave and the anticipated timing and duration of the leave. Depending on the situation, such information may include, as applicable:

- (a.) that the leave is for a qualifying family member who is a covered service member with a serious injury or illness and the anticipated duration of the leave;
- (b.) that the requested leave is for a particular qualifying exigency related to the active duty or call to active duty status of a covered military member and the anticipated duration of the leave.

Certification Requirements. Genoa Township may require that an employee's request for military family leave be supported by an appropriate certification. Genoa Township may require that:

- (a.) leave to care for a covered service member with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family;

(b.) leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

Genoa Township may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA. Additionally, Genoa Township may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

Disciplinary Action

A. Disciplinary Offenses

All Township employees are expected to adhere to the following rules of conduct, as well as the rules and policies previously mentioned.

1. Telephone calls: The use of Township telephones should be limited when it comes to personal calls. The Township Manager may require employees to log all telephone calls should it be determined that the phone is being misused.
2. Tardiness: Employees who are late may be docked for time lost or otherwise disciplined.
3. Absenteeism: Unless an employee is on an approved leave of absence, that employee is expected to report to work for each day scheduled. Failure to do so may result in discipline. In addition, employees are required to notify ~~the Township Manager~~their supervisor of any expected absence, as soon as possible. Failure to do so may also result in discipline.
4. Dress and Grooming: Employees are expected to maintain a neat and well-groomed appearance in accordance with their position and working conditions.
- ~~5. Fridays will be deemed "casual dress days". Employees may wear blue jeans but not shorts or t-shirts.~~
- ~~6.5.~~Public Decorum: All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
- ~~7.6.~~Acceptance of Gifts: Employees may not solicit nor accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of the Township employee.
- ~~8.7.~~Visitors: Friends, relatives and children of employees are allowed in the working areas, but visits should be brief and non-disruptive. Children should be accompanied by an adult at all times.

9.8. Harassment: Sexual, racial and other forms of unlawful harassment are strictly prohibited. Any employee engaging in such harassment shall be subject to disciplinary measures.

10.9. Theft: The theft, attempted theft, or neglect of property of the Township, its visitors, or other employees is prohibited and subject to immediate termination.

11. Unauthorized Use: Employees shall conform to all rules for use and treatment of Township facilities and property and shall not use Township property, equipment, facilities or staff for personal matters of gain. ~~Unauthorized use of Township property, equipment or facilities (including telephone and duplicating equipment) is restricted to minimal use and will be considered at review time.~~

12.10. Falsification: Unauthorized altering of employment application information, dishonest in reporting hours worked (falsifying timesheets), records (payroll or program record), or Township records are strictly prohibited.

13.11. Insubordination: Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including assigned duties of the job, is prohibited.

14.12. Other: The following are also prohibited.

- a. Failing to report to work when scheduled;
- b. Improper use of sick/personal leave or other leaves of absence;
- c. Falsification of information to secure sick leave or other leaves of absence;
- d. Abuse of lunch period;
- e. Violation of departmental rules and confidentiality;
- f. Inefficiency, incompetence or neglect of duty;
- g. Being under the influence of alcohol, marijuana, or illegal drugs while at work;
- h. Use, sale or possession of alcohol or illegal drugs on Township premises or property while on or off duty;
- i. Use of obscene language;
- j. Threatening other persons or instigating a fight;
- k. Unauthorized possession of firearms, dangerous weapons or personal protection devices;
- l. Verbally abusing or physically attacking customers, clients, visitors or Township personnel;
- m. Conduct disruptive to the work of other employees;
- n. Carelessness or negligence which results in injury to another person;
- o. Illegal activity on Township premises (misdemeanor or felony) during work or non-work hours;
- p. Instigating, aiding or participating in any illegal strike or work stoppage;
- q. Disrespect or verbal abuse or insubordination of a supervisor or manager or elected official; and

r. Soliciting of funds or employment from any person affiliated with the Township.

The foregoing offenses are intended to serve as guidelines and do not include all of the offenses for which disciplinary action may result.

B. Disciplinary Penalties

Disciplinary penalties may include verbal or written warning, verbal or written reprimand, suspension, probation, or discharge, as reviewed by the Department Supervisor, Township Manager, and Human Resources Manager depending on the ~~Township's judgment as to the~~ seriousness ~~or of~~ the offense and other relevant circumstances.

C. Testing

The Township reserves the right to require testing, including but not limited to urinalyses and blood testing, of any employee suspected of violation of the rules on alcohol or drug use. An employee's consent to such testing will be a condition for continued employment.

D. Relationship to At-Will Policy

Nothing set forth in this disciplinary policy is intended to modify the employment-at-will policy. The Township reserves the right to discipline and discharge at any time, with or without notice, with or without prior warning or discipline, and with or without just cause.

E. Complaint Procedure

Any dispute regarding discipline and discharge will be resolved in accordance with the complaint procedure, the results of which will be final and binding.

Severance Pay Policy

A. Purpose

The purpose of this policy is to provide severance pay to employees who are terminated from their employment due to reasons other than cause, resignation, retirement, or voluntary separation. This policy outlines the severance benefits eligible employees may receive, based on their length of service with the Township. This policy does not in any way constitute a contract of employment.

B. Eligibility

All Exempt employees who are terminated by the Township for reasons other than cause are eligible for severance pay under this policy. Exempt employees who resign, retire, are terminated for cause, or voluntarily separate from the Township are not eligible for severance pay. Elected Officials are not covered by this policy.

In the event of a widespread layoff that includes non-exempt employees, a proposal will be presented to the Board of Trustees for a severance allowance for those individuals.

C. Severance Pay Calculation for Exempt Employees

Severance pay is calculated based on the employee's length of continuous service with the Township as follows:

- **Less than 5 years of service:**

Exempt employees will receive 2 weeks of base pay for every year of completed service, up to a maximum of 8 weeks of pay.

- **5 to 9 years of service:**

Exempt employees will receive 3 weeks of base pay for every year of completed service, up to a maximum of 20 weeks of pay.

- **10 or more years of service:**

Exempt employees will receive 4 weeks of base pay for every year of completed service, with a maximum of 52 weeks pay.

D. Payment Schedule

Severance pay will be provided in a lump sum payment, less applicable taxes and deductions, within 30 days of the employee's last working day.

E. Continuation of Benefits

Exempt employees who receive severance pay will be eligible for continuation of health, dental and vision benefits as follows:

- **Less than 5 years of service:**

COBRA premiums will be paid by the Township for 2 months

- **5-9 years of service:**

COBRA premiums will be paid by the Township for 6 months

- **10 or more years of service:**

COBRA premiums will be paid by the Township for 12 months

F. Release Agreement

As a condition of receiving severance pay, as provided by this policy, the employee must sign a severance agreement, which will include a release of all claims against the Township. The agreement must be signed and returned within a specified period, as outlined in the agreement.

Performance Review Policy

A. Purpose and Scope

The Township is committed to the success and growth of its employees. Performance reviews ~~may~~ shall be given to assist employees and the Township in determining if the goals and policies of the Township, and its employees, are being met.

This policy applies to all Township employees, regardless of employment status.

B. Policy

The Township is committed to maintaining open lines of communication and setting clear and obtainable expectations and goals for each and every employee. In addition to the 90-day review (refer to Probationary Period Policy for details), employees *may* be given a formal performance review every six months for the first two years and then on an annual basis in each calendar year. Performance reviews may also be given at any time the Administrative Committee, Department Head, Utility Director, Deputy Director or Supervisor deems necessary when an employee demonstrates unsatisfactory performance, customer service, or a disciplinary offense has occurred.

Each supervisor will evaluate his or her employee using the Performance Evaluation form provided by the Township. Areas of performance strengths and weaknesses will be addressed during the evaluation. Employees are encouraged to provide input to the process and may include written comment if desired.

The performance review is one factor that is considered at the time of salary review. While a satisfactory review is important for ensuring your eligibility for a salary increase, it does not guarantee that an increase will subsequently follow. Salary reviews and potential increases are tied to performance but also to external factors, such as market compensation data, the economy, and Township funding.

This policy does not alter your at-will employment status meaning that you or the Township may terminate your employment at any time, with or without cause and with or without notice. The Performance Review and subsequent rating is not intended to express or imply that you will be working for any particular duration or under a contract of employment.

Complaint Procedures

A. If any employee covered by this Handbook has any complaint regarding interpretation or application of a Township policy, that complaint will be resolved in accordance with this procedure. Included are complaints regarding discipline, discharge, or harassment.

B. The procedure is as follows:

STEP ONE: The first step is to put the complaint in writing and submit it to the Administrative Committee. The complaint must be submitted within five (5) working days after its occurrence, or when the employee should reasonably have obtained knowledge of its occurrence.

STEP TWO: Upon receipt of such complaint, the Administrative Committee will investigate the matter and will render a decision in writing.

STEP THREE: If the employee is not satisfied with the decision of the Administrative Committee, he or she may appeal to the Township Board. Such appeal must be filed in writing within ten (10) working days after receipt of the decision of the Administrative Committee. Upon receipt of such appeal, the Township Board will schedule a hearing and will render a decision, which will be final and binding. The employee will receive reasonable notice of the hearing, including reasonable notice as to the issues to be decided. At the hearing, the employee will be allowed to present evidence and arguments in support of his/her position and will be allowed an opportunity to rebut any evidence or arguments against his/her position.

- C. This complaint procedure is intended to be the exclusive remedy for any disputes that are within its scope.
- D. If the employee fails to file a complaint within the time limits stated above or fails to take a timely appeal to the next step, the claim will be waived.

Miscellaneous

A. Personal Data

If you change your name, marry, have children, change your telephone number or address, it is important that you inform the Clerk's office as soon as possible so that your records and insurance can be adjusted. It is your responsibility to keep the Clerk up-to-date regarding these matters.

B. Personnel Records

Personnel records are maintained in the Clerk's office for employees. These records include information on initial employment or re-employment, professional credentials, salary increases, promotions, demotions, disciplinary action, and other pertinent information. Employees will be allowed to review their personnel records in accordance with applicable law.

Social Security Numbers are used in the administration of payroll, pension and medical records. Social Security Numbers, as provided by employees in the initial hiring of an individual and the maintenance of employee records, will be kept under lock and key in the Office of the Township Clerk. Social Security Numbers are not subject to release pursuant to the Freedom of Information Act. Documents containing an employee's social security number will be retained in the office of the clerk until such time as it is determined that they should be destroyed. At that time any documents will be shredded in an effort to conceal and provide security for any individual who has voluntarily supplied this information to the Township. (*Reference: Adopted Addendum-A – "Social Security Number Privacy Policy" - Public Act 454 of 2004, attached to the personnel policy.*)

C. Resignation

Employees are asked to give at least two (2) weeks written notice when they decide to resign their employment. Among other things, this provides an opportunity for the employees and the Township to explore the reason(s), if any, for the resignation and whether corrective action is appropriate and will influence the employee's decision. However, the Township reserves the right to accept or reject the offered two (2) week notice. The last day the employee actually works will be considered the date of termination.

D. Administrative Committee

1. The Administrative Committee shall consist of the Supervisor, Clerk, Treasurer, and Manager. This committee will be responsible for all employment conditions in the Township, such as the review of applications for employment, the hiring and firing of non-contract employees, employee performance evaluations, job transfers, working conditions, employee complaints and other responsibilities assigned by the Township Board.
2. Any discussion with Township employees regarding changes in wages, hours, work assignments or other terms for employment shall be held only after review and agreement by the Administrative Committee.

Alcohol and Drug Free Workplace Policy

A. Purpose and Scope

Genoa Charter Township (the “Township”) believes that a healthy work force, free from the effects of alcohol and/or drugs/controlled substances, helps to ensure the provision of quality service to the Township’s customers. Conversely, the abuse of alcohol and/or drugs/controlled substances may create a variety of work force and workplace problems, including increased absenteeism, increased on-the-job injuries, increased cost for health care and other benefits programs, and decreased employee morale, resulting in a loss of productivity and a decline in the quality of services provided to the Township’s customers.

The Township reserves the right to inspect Township vehicles (including Utility Department vehicles), all Township property, including, without limitation, Township real estate, facilities and property (including offices, desks, lockers, computers, mobile phones and other property) with or without notice.

B. Non-Discrimination

In accordance with the requirements of the Americans with Disabilities Act, the Township does not discriminate against employees or applicants who are qualified individuals with a disability, including disabilities related to alcohol or drug abuse, who are not currently engaged in the use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

C. Policy

1. Policy Prohibitions.

Township employees are strictly prohibited from engaging in the following conduct on Township property (including Utility Department property) or customer property before, during or after work hours:

- (a) Using, consuming, being under the influence of, testing positive for, or otherwise having in one’s system alcohol or illegal drugs;
- (b) Bringing and/or storing illegal drugs or drug paraphernalia;
- (c) Transporting, distributing or attempting to distribute, manufacture, sell or dispense illegal drugs;
- (d) Abusing prescription drugs which includes exceeding the recommended prescribed dosage or using others’ prescribed medications;

- (e) Switching, tampering with or adulterating any specimen or sample collected under this policy;
- (f) Working while impaired due to the use of prescription medications; or
- (g) Refusing to cooperate with the terms of this policy, including, without limitation, refusing to submit to questioning, drug or alcohol testing, medical or physical tests or examinations;

2. Testing.

The Township will test employees or any person who has been offered employment with the Township for the presence of alcohol or illegally used drugs/controlled substances in accordance with the provisions of this policy.

For purposes of this policy:

- "*Alcohol*" means ethyl alcohol or ethanol, the types of alcohol found in alcoholic beverages.
- "*Drugs*" means any substance recognized as a drug in the official United States Pharmacopoeia, the National Formulary, the official Homeopathic Pharmacopoeia of the United States, or other drug compendia, or supplement to any of those compendia; and as otherwise defined by Article 7, Part 71 of the Michigan Public Health Code, being MCL 333.7101 et seq, and as amended.
- "*Controlled substance*" means a drug, substance, or immediate precursor included in schedules 1 to 5 of Article 7, part 72 of the Michigan Public Health Code, being MCL 333.7201 et seq, and as amended and includes a controlled substance analogue as that term is defined by Article 7, Part 71 of the Michigan Public Health Code, being MCL 333.7101, et seq, and as amended.

(a) Pre-employment

Any individual offered employment with the Township, as part of his or her general post-offer, pre-hire physical, will undergo testing for the presence of alcohol or illegally used drugs/controlled substances. A negative result (as well as demonstrated ability to perform the essential functions of the job offered) is required as a condition of hire. Conversely, candidates who test positive (or do not demonstrate the ability to perform the essential functions of the job) will not be hired. This contingency will be written in the employee's offer letter.

The prospective employee will not be compensated for time nor reimbursed for transportation or other expenses.

(b) Active Employment

(i) Random

All Township employees are subject to random testing. The selection process will be managed by a third-party vendor.

(ii) Reasonable suspicion

When there is reasonable suspicion that an employee is using alcohol and/or drugs/controlled substances and has reported to work or is working while impaired, the employee may be subject to alcohol/drug/controlled substance testing.

(iii) Post-Accident

Involvement in or responsibility for a work-related accident or safety incident is cause for alcohol/drug/controlled substance testing. Alcohol/drug/controlled substance testing shall occur during or immediately after the regular work period of current employees.

3. Cost of Testing.

All alcohol/drug/controlled substance testing under this policy will be performed by a recognized health service provider selected by the Township. The Township shall pay for the cost of all testing performed under this policy.

D. Confidentiality

All alcohol/drug/controlled substance test results reported to the Township will remain and be considered confidential. Results will only be disclosed within the Township and on a need-to-know basis and as allowed by law and retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with an alcohol/drug/controlled substance test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's alcohol/drug/controlled substance test results and other information gained in the testing process will only be otherwise disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

E. Consequences of a violation of this Alcohol and Drug Free Workplace Policy.

Employees who violate this policy will be subject to corrective action up to and including termination of employment.

The Township reserves the right to change or suspend this policy or any part thereof at any time and at its sole discretion.

~~**E. Acknowledgment of Receipt of Genoa Charter Township Alcohol and Drug Free Workplace Policy**~~

~~I have received and reviewed a copy of the Genoa Charter Township Alcohol and Drug Free Workplace Policy.~~

Employee Signature

Today's Date

Employee name printed

Safe Driver Policy

A. Purpose

The Township places the highest value on the safety and health of its employees and wellbeing of its citizenry. The Township acknowledges that the safe operation of motor vehicles by municipal employees is essential to ensuring the safety and well-being of all, and has established as its goal to ensure that all individuals who are granted the privilege of driving a municipal vehicle are safe and properly licensed operators.

The Township has full authority to determine who shall drive a vehicle, to establish vehicle operator standards, and to revoke the right to drive for failure to meet the standards. This policy defines the minimum standards for all Township employees. Nothing herein shall be constructed as to limit departments from setting higher standards that may be needed to meet the particular needs of the individual departments.

B. Responsibilities

The Township's safe driver program depends on the participation and cooperation of employees at all levels of the organization. The specific responsibilities of the employees are identified below:

C. Department Heads

Department heads or their designees shall:

- Ensure that all employees are informed of this policy.
- Ensure the safe maintenance and operation of all assigned municipal vehicles
- Ensure that all vehicle operators are trained in the safe operation of all assigned motor vehicles.
- Enforce Township and departmental vehicle operating standards and procedures.
- Ensure that all assigned vehicles are inspected as prescribed by the Administration.
- Identify all employees who operate a vehicle and include those employees in the municipality's motor vehicle record flag program.
- Ensure that any individual departmental policies that define how unsafe vehicle operators will be disciplined are consistent with the overall intent of this policy.

D. Supervisors

Supervisors shall:

- Ensure the safe operation of assigned municipal vehicles.

- Administer and enforce all Township and departmental policies and procedures regarding vehicle operation.

E. Employees

All vehicle operators shall:

- Safely operate their assigned municipal vehicles.
- Maintain a valid and properly classed operator's license.
- Advise the Township Manager immediately of the loss of a valid operator's license by suspension, revocation, or expiration. Failure to comply may result in discipline up to and including employment termination.
- Perform safety checks of vehicles at the beginning of each work shift as described in the unit work rules.
- Promptly report to an on-duty supervisor any vehicle safety defect found during inspection. Failure to report safety defects found during inspection may result in discipline up to and including termination.
- Maintain an assigned municipal vehicle's cab, bed and/or body in a clean and safe condition.
- Properly use furnished seat belts and/or other vehicle safety restraints.
- Operators shall comply with current state laws regarding use of electronic devices while driving.

F. Township Administrators

The Genoa Charter Township Administration shall:

- ~~Maintain the motor vehicle record flag program.~~
- In cooperation with other departments ensure that all employees who operate vehicles have a valid operator's license.
- Monitor the motor vehicle records of all employees who may operate a vehicle and report record development to employee's department.
- Provide consultation and training to the departments as needed.

G. Standards & Procedures

No employee shall knowingly operate a vehicle found to be in violation of a state safety code of the laws of the State of Michigan. Employees shall use seatbelts or other safety restraints provided whenever they are

operating or riding in a vehicle. Only those employees who are determined to be safe operators will be allowed to drive a vehicle on behalf of the municipality.

H. Corrective Action Including Discipline

Each department is encouraged to develop and implement a plan for reviewing vehicle accidents and administering appropriate corrective action. The following are minimum standards, which should be included in departmental plans:

The goal of corrective action is to ensure that employees who are entrusted with the operation of vehicles are safe drivers. Awareness and knowledge through training are the keys to safe driving. Whenever possible, training should be a first step in a corrective action program. Discipline may also be an appropriate form of corrective action.

An unacceptable motor vehicle driving record is one indication that an employee may not be a safer driver. The Administration will identify employees who develop unacceptable driving records and notify the appropriate department. Departments are encouraged to immediately enroll these employees in municipal-sponsored drivers training programs, or consult with the Administrative Committee about other appropriate training opportunities, and monitor the employees driving performance.

Preventable accidents involving stationary objects are the most frequently and preventable form of vehicular accident. Preventable accidents involving stationary objects may result in disciplinary action up to and including discharge. Involvement in a preventable accident shall be considered unsatisfactory job performance, which may result in disciplinary action up to and including discharge.

Failure to comply with any part of this policy shall be considered unsatisfactory job performance, which may result in disciplinary action.

All vehicles shall be safely checked at the beginning of each shift by the assigned vehicle operator to ensure safe operating condition according to unit work rules.

Report any vehicle deficiencies according to department policies. Each department shall be responsible for ensuring that a quarterly safety inspection of all assigned vehicles occur, and are properly documented.

No smoking will be allowed in any township vehicle.

Municipal Vehicle Use Policy

A. Purpose and Scope

The purpose of this policy is to set forth the guidelines under which municipal vehicles will be authorized to Township employees and the guidelines under which Township vehicles may be used.

B. Definitions

Municipal Vehicle – those automobiles, trucks, vans, or other self-propelled equipment owned, rented, or leased by the Township and licensed for travel on a public way

Township – shall mean Genoa Charter Township.

Employees – shall mean any person performing work on behalf of the Township through full time employment, part time employment, temporary employment, or through a contractual arrangement.

C. Policy

It is the policy of the Township that certain positions require access to municipal vehicles, either during the work shift or on a 24 hour on-call basis. Township vehicles are not personal vehicles and are not for personal use. Township vehicles should be viewed as belonging to citizens and are assigned solely for the purpose consistent with providing services to those citizens.

D. Procedures

A. Assignment of a Municipal Vehicle

The assignment of a municipal vehicle during work time is based on job description. Appointing authorities who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Township Manager or appointing authority / department manager.

B. Assignment of a Municipal Vehicle for 24 – Hour Use (Vehicle Use Approved for Commuting Purposes)

1. The assignment of vehicles for 24 hour use will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:

- Officially designated on-call status;
- Requirement for emergency availability;
- Emergency of other equipment contained in the vehicle; and/or

~~2.—Vehicle use is limited to travel to and from the residence and place of work. The vehicle should not be utilized for travel outside a direct commuting route for personal use.~~

~~3-2.~~ Whenever a position becomes vacant, the authorization for 24 hour use shall be re-evaluated.

~~4.—Township personnel assigned a municipal vehicle on a 24 hour basis will be provided a copy of this policy and will be required to sign a confirmation of receipt.~~

C. General Rules Governing Municipal Vehicle Use

1. Municipal vehicles may only be used for legitimate municipal business.
2. Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to employees and individuals who are directly associated with Township work activity (board members, consultants, contractors, etc...) Family members shall not be transported in Township vehicles.
3. Vehicles should contain only those items for which the vehicle is designed. The Township shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to keep municipal vehicles clean, perform necessary preventative maintenance, and report damage or malfunction to their supervisors immediately.
5. Employee's assigned vehicles for commuting purposes are expected to park such vehicles in a safe location.
6. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle and otherwise comply with the Township safe driver policy.
7. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
8. Employees who operate municipal vehicles must have a valid motor vehicle license issued the by the state of their residence and may be required to provide proof of valid motor vehicle license once every six (6) months.
9. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
 - a. Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines is approved by the Township Manager.
 - b. Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours after the accident or citation. Failure to provide such notice will be grounds for disciplinary action in accordance with Section VI of this policy.
 - c. An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, with in his/her personal vehicle or in a municipal vehicle, must notify his/her

supervisor within 24 hours. Conviction of such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.

E. Special Circumstances

This policy is intended to provide a basic framework governing the use of municipal vehicles, and as such, cannot contain provisions governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Township Manager who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

F. Sanctions

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of municipal vehicle privileges, suspension, and/or termination from Township service.

G. ~~Employee Signature~~

I, _____, ~~having read this policy, agree to comply with the provisions of Genoa Charter Township's vehicle use policy.~~

Employee Signature _____ Today's Date

Travel and Mileage Policy

The Genoa Charter Township enables Elected officials, appointed officials and Township employees to be reimbursed for attendance at pre-approved conferences, seminars or when conducting official Township business for expenses.

Persons who travel on Township business are encouraged to incur the lowest practical and reasonable expense while still traveling in an efficient and timely manner. Those traveling are expected to avoid impropriety, or the appearance of impropriety, in any travel expense. They must conduct Township business with integrity, in compliance with applicable laws, and in a manner that excludes consideration of personal advantage.

Reimbursement shall be made for allowable expenses. In general, allowable expenses are defined as conference or seminar fees, transportation, accommodations, and meals. Any deviations from these allowable expenses require the approval of the Township Board of Trustees.

A. Responsibility of Authorized Signer

A travel expense report requesting reimbursement in accordance with this policy must be submitted to be eligible for reimbursement. With the exception of routine mileage reimbursement requests from Township staff, this report must be submitted timely and in no case shall be provided more than thirty (30) days from the last travel day. Travel expense reports submitted after thirty (30) days will not be eligible for reimbursement. Routine mileage reimbursement requests by Township staff can be submitted anytime.

Approval of the travel expense report by the employee and direct supervisor or official and manager constitutes certification to the accuracy and propriety of all expenses and allowances listed as actually necessary in the performance of official Township business and in conformity with Township travel policy and procedures.

Employees and officials must show all prepaid travel costs on the final travel expense report that is prepared and signed. There is a separate prepaid section in which to enter these costs.

B. Automobile Use and Reimbursement

Personal Automobile Use

Persons utilizing a personal vehicle for travel or conducting official Township business, will be reimbursed at the IRS Federal rate for the use of privately owned/leased automobiles. Mileage reimbursements for persons who choose to drive rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Employees and officials must supply documentation to support what the airfare would have been at that time if it is believed that airfare may be less. It is the responsibility of the owner of the vehicle being used for business to carry adequate insurance coverage (no reimbursement can be made without proper insurance). The insurance on the vehicle is considered primary at all times. It is the responsibility of the vehicle owner to maintain insurance in an amount sufficient to pay for any loss. Documentation must be attached to the travel expense report showing the correct mileage such as a print out from MapQuest, etc. indicating the starting address as indicated under "Travel Points" below.

Employees receiving a car allowance will be compensated 35 percent of the prevailing IRS mileage rate for eligible expenses for any trip that exceeds a one-way distance of 50 miles or more. One-way trips less than 50 miles are not eligible for reimbursement.

Salaried, elected and appointed officials will be reimbursed mileage for travel outside of Livingston County in accordance with this policy.

When two or more persons travel in the same vehicle, mileage reimbursement shall only be paid to one person. Mileage is reimbursable to only one of two or more employees traveling on the same trip and in the same vehicle. The names of all persons traveling together on the same trip and in the same vehicle must be listed on the Travel Expense Report.

Reimbursable mileage does not include any mileage incurred for personal reasons. Additionally, if family will accompany the employee on the business trip, then mileage will not be reimbursed.

Expenses for the maintenance and repair of privately-owned/leased vehicles used for Township business are the responsibility of the official or employee.

Utility Department Employees should use a municipal vehicle to attend conferences or seminars whenever possible.

Travel Points

Mileage will be paid from the Township Hall office, if arriving or leaving from home or an alternate location. Least amount shall be used.

Municipal Vehicles

Municipal vehicles should be viewed as belonging to citizens and are assigned solely for the purpose consistent with providing services to those citizens. Municipal vehicles are not personal vehicles and are not for personal use. Any official or employee utilizing a municipal vehicle must adhere to the Municipal Vehicle Use Policy and Safe Drive Policy per the Genoa Charter Township Employee Handbook.

Parking

In general, parking fees are reimbursable, however employees should make the most cost-conscious decision for the Township based on the availability and cost (i.e., self-parking versus valet parking).

Rental Car Requirements

If a rental car is required, the type and size of vehicle is to be selected with due consideration of cost to the Township and the specifics of travel. Persons should accept collision damage waiver and personal accident insurance offered by car rental agencies. The insurance policy provided by the Township covers only excess liability insurance on an official's or employee's personal vehicle or a rented vehicle. Before reserving a rental car, consideration should be given to the practical and relative cost of using alternative transportation. Officials and employees may rent a vehicle for business travel when deemed necessary and cost efficient.

C. Meals

Personal Meals and Incidental Expenses

Personal meals are individual, everyday meals consumed during business travel. Meal allowances are authorized for meals while the employee is in authorized travel status. Incidental expenses include gratuity and tips.

If an official or employee is attending a one-day training session out of the office that does not include the noon or evening meal, employee will be reimbursed for the meal

Per Diem Rates

Meals and incidental expenses (M&IE) will be reimbursed at the current federal reimbursement rate (includes tax and gratuities) at the time of travel. This rate can be calculated at the following website: <https://www.gsa.gov/travel>.

A travel expense report requesting reimbursement in accordance with this policy must be submitted to be eligible for the per diem. This report must be submitted timely and in no case shall be provided more than thirty (30) days from the last travel day. Expense reports submitted after thirty (30) days will not be eligible for reimbursement.

If your trip includes meals that are already paid for such as through a registration fee for a conference, you will need to deduct those meals from your expense report per diem reimbursement request as provided by Section 301-11.18 of the Federal Travel Regulations.

For partial days of travel, preceding or following an overnight stay, and for one day travel, travel day personal meal reimbursement eligibility shall be based on the following travel time frames:

<u>Breakfast:</u>	<u>travel for at least 2 hours before 10:30 a.m.</u>
<u>Lunch:</u>	<u>travel beginning prior to 11 a.m. and continuing until after 1 p.m.</u>
<u>Dinner:</u>	<u>travel beginning prior to 5 p.m. and continuing until after 7 p.m.</u>

Conference Rates

Reimbursement may be made for meals when such meals are an integral part of the conference or seminar and are listed separately on the registration materials or are included in the cost of the conference or seminar. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required. Conference meals will be reimbursed regardless of the overnight stay requirement.

D. Lodging Requirements

Persons may stay in standard, single occupancy room (unless traveling with other Governmental employee) at a non-luxury hotel (unless it is the location of a conference or seminar) that is 60 miles or more from the official's or employee's residence or work location. Officials or employees are not required to room together and may have their own room. Unless shared with another employee, if a double room or upgraded room is desired, the official or employee is responsible for the difference in rates. The department supervisor or manager will determine the reasonableness of the hotel. Lodging will be paid in advance whenever possible.

Detailed receipts for accommodations are required for reimbursement if the accommodations have not been paid in advance. Personal expenses such as in-room movies, beverage or snack bars, childcare, recreational activities, and other similar expenses will not be reimbursed. Room service is acceptable in accordance with section 3.01 of this Policy.

Lodging shall only be allowed for the night before or night after when it is necessary to prevent morning leave time prior to 7:00 a.m. or evening return time after 9:00 p.m. Exceptions to this will be made for individuals needing reasonable accommodations for a disability.

A travel expense report requesting reimbursement in accordance with this policy must be submitted to be eligible for reimbursement. This report must be submitted timely and in no case shall be provided more than thirty (30) days from the last overnight stay. Expense reports submitted after thirty (30) days will not be eligible for reimbursement.

E Miscellaneous Reimbursable Expenses

Conference/Seminar Fees

Conference/seminar fees must be pre-approved and included in the department's adopted budget. Conference/seminar fees will be paid in advance whenever possible. If a person must pay for conference add-ons during the conference, the expense must be supported by a receipt.

Personal Expenses

Expenses incurred for alcoholic beverages are not reimbursable. Cost of travel, lodging, or food for members of the person's family or an acquaintance is not reimbursable. In the event a member of a person's family or acquaintance accompanies them and no evidence is furnished indicating the room rate for single occupancy, the employee will be reimbursed at no more than 75% of the double occupancy lodging charges.

Anti-Nepotism & Anti-Fraternization Policy

A. POLICYPolicy

1. DEFINITIONSDefinition:

For purposes of this policy, the following terms shall have the following definitions:

Relative – Parent, foster parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, cousin, in-law or step relative, or any person with whom the employee has a Close Personal Relationship or who resides in the same household as the employee.

Close Personal Relationship – A relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

Fraternization – relationship of an intimate or romantic nature between a supervisor and his/her subordinate or conduct that creates the appearance that such a relationship exists.

2. PURPOSEPurpose:

Genoa Charter Township is committed to the highest standards of professional conduct and expects all employees to adhere to them. Township employees must take care to ensure that relationships within the Township offices and the community do not create actual or perceived conflicts of interest or situations that might impair objective judgment. The purpose of this Anti-Nepotism & Anti-Fraternization policy is to promote a positive work environment and to avoid the appearance of preferential treatment of employees who are Relatives.

3. POLICY STATEMENT:Policy Statement:

It is Genoa Charter Township's policy to hire, promote and transfer employees on the basis of individual merit and to avoid any suggestion of favoritism or discrimination in making such decisions. The employment of persons in positions where one might have supervisory authority or influence over a Relative's status or job security is regarded as a violation of this policy.

It is therefore, the Township's policy to prohibit the appointment or hiring of a person or retaining an outside business, contractor or consultant in situations where a Relative would be under direct or general supervision of an elected official, department head or supervisor, or to employ a person, business, contractor or consultant where the status of employment of that person, business, contractor or consultant might be influenced by an elected official, department head or supervisor who is a Relative.

Supervisors are prohibited from dating subordinates or engaging in any type of Fraternization and may be disciplined for such action, up to and including termination, notwithstanding the provisions of Section B below.

4. APPLICABILITY:Applicability

All employees, elected officials, independent contractors, and student interns.

B. ~~PROCEDURE~~Procedure:

If a person is in violation of this policy, it is the responsibility and obligation of the persons involved to disclose the existence of the relationship to their supervisor or department head. If in fact a violation of this policy is found, the individuals concerned will be given the opportunity to decide who is to be transferred to another position or terminated if no position is available. If they do not choose, both persons may be separated from Township services (unless one is an elected official, in which case the other person's service shall be terminated). A person in violation of this policy at the time of its original adoption shall be exempt so long as the person remains in their current position. Any change in position or status will require the person to be in compliance with this policy.

Any employee or person who feels that there is improper conduct, discrimination or harassment because of a relationship must contact their department head, human resources or the Township Supervisor.

GENOA TOWNSHIP HANDBOOK ACKNOWLEDGMENT

By signing below, I acknowledge that I have received a copy of the Genoa Township Employee Handbook, dated October, 2024, and as amended. I understand that, except as provided in the Handbook, the terms and conditions of the Handbook supersede and control over any prior conflicting policy statements, representations, agreements or practices. I further understand that the Township reserves the right to modify, amend, supplement or delete any of the policies set forth in the Employee Handbook at any time, but that no such modification, amendment, supplement or deletion is valid unless it is in writing and approved by the Township Board.

Further, by signing below, I agree to be bound by the terms and provisions of the Genoa Township Employee Handbook, dated October, 2024, as amended.

I expressly acknowledge that no provision of this Handbook, any other document or any prior or future discussions/communications with Genoa Township personnel shall create a for cause contract of employment with Genoa Township. I acknowledge and understand that unless my written employment agreement specifically states otherwise, Genoa Township has the right to terminate the employment relationship at any time, for any reason whatsoever or no reason at all, with or without notice, and I also have the right to terminate the employment relationship at any time, for any reason whatsoever or no reason at all and with or without notice.

Employee Signature _____

Today's Date _____

ADOPTION OF GENOA CHARTER TOWNSHIP UTILITY DEPARTMENT SPECIFIC HANDBOOK

Due to the nature of the work that the Township Utility Department employees perform, specific policies have been carefully developed that apply solely to Utility Department employees. Utility Department employees, however, are also required to review and acknowledge receipt of the Genoa Charter Township Employee Handbook ~~that was originally adopted on May 21, 1990 and amended from time to time~~. In addition to being covered by the Utility Department Specific Policy Handbook, all Genoa Township Utility Department employees are also covered ~~by the following policies in the~~ by the Genoa Charter Township Employee Handbook ~~(including any subsequent amendments to the policies):~~

- ~~Purpose, Page 7~~
- ~~Scope, Page 7~~
- ~~Employment At Will, Page 7~~
- ~~Prior Policies or Practices, Page 7~~
- ~~Modification, Page 8~~
- ~~Equal Employment Opportunity, Page 8~~
- ~~Accommodations, Page 8~~
- ~~Harassment, Page 8~~
- ~~**General Information:**~~
- ~~Length of Service, Page 10~~
- ~~Anniversary Date, Page 10~~
- ~~Employment Status, Page 10~~
- ~~Base Pay, Page 10~~
- ~~Longevity, Page 11~~
- ~~Pay Periods, Page 12~~
- ~~Medical/Hospital Insurance, Page 12~~
- ~~Pension/Retirement, Page 12~~
- ~~Workers' Compensation, Page 12~~
- ~~Short and Long Term Disability Insurance, Page 13~~

- ~~Leave of Absence:~~
- ~~Annual Vacation Leave, Page 13~~
- ~~Holidays, Page 14~~
- ~~Funeral Leave, Page 15~~
- ~~Court Duty, Page 16~~
- ~~Sick or Personal Leave, Page 16~~
- ~~Family and Medical Leave Act, Page 17~~
- ~~Military Family Leave, Page 20~~
- ~~Disciplinary Action:~~
- ~~Discipline Offenses, Page 23~~
- ~~Disciplinary Penalties, Page 25~~
- ~~Testing, Page 25~~
- ~~Relationship to At-Will Policy, Page 25~~
- ~~Miscellaneous:~~
- ~~Personal Data, Page 27~~
- ~~Personnel Records, Page 27~~
- ~~Resignation, Page 28~~
- ~~Administrative Committee, Page 28~~
- ~~Alcohol and Drug Free Workplace Policy, Page 28~~
- ~~Anti-Nepotism and Anti-Fraternization Policy, Page 39~~

In the event of a conflict between this Utility Department Specific Handbook and the Township Employee Handbook in interpretation of a policy or practice, the Utility Department Specific policy will supersede the conflicting provisions of the Township Employee Handbook.

Human Resources will maintain and update certain Utility Department Plan/Guidance Documents where an allowance amount or employee incentive program is not defined in the Utility Department Handbook. Utility Department employees are also subject to the provisions of the Utility Department Plan/Guidance Documents. Any changes in the allowance amounts or incentive programs may only be made with approval of the Township Executive Committee. If there is any conflict between the terms of this Employee Handbook and the terms of the guidance documents, the Utility Department Plan/Guidance Documents will control.

GENOA CHARTER TOWNSHIP UTILITY DEPARTMENT

Probationary Period Policy

A. Purpose

Genoa Charter Township (hereinafter referred to as the “Township”) places the highest value on integrating new employees into the Township and making sure that they are successful. We feel that it is important to identify an Introductory Period in which your performance, based on clearly identified expectations, is being evaluated. Genoa Charter Township identifies this period as the “Probationary Period”. We sincerely value the input of all employees and hope you find your employment with us rewarding, enjoyable and sustainable.

B. Scope

This policy applies to all Genoa Charter Township Utility Department employees, regardless of employment status. As such, all references in this Policy to “employee” includes all regular full-time, part-time and temporary employees.

C. Policy

The first 90 days of your employment are considered to be a Probationary Period that gives you and the Township a chance to get to know each other. Your performance will be evaluated during this time to assess your potential for continued employment. This period also provides you with the opportunity to evaluate us as an employer. You will have a formal review at the end of this 90-day period. We encourage you to share your thoughts with your supervisor during your 90-day review, as well as throughout your employment.

This policy does not alter your at-will employment status meaning that you or the Township may terminate your employment at any time, with or without cause and with or without notice. The Probationary Period is not intended to express or imply that you will be working for any particular duration or under a contract of employment.

Hours of Operation Policy

A. Purpose and Scope

The purpose of this policy is to provide employees with the guidelines for what Genoa Charter Township considers normal workplace practices for Utility Employees that affect day-to-day activities. Such practices include, but are not limited to, an employee's work week and normal work hours, employment status, lunch break, and overtime.

This policy applies to all Genoa Township Utility Department employees, regardless of employment status. As such, all references in this Policy to "employee" includes all regular full-time, regular part-time and temporary employees.

B. Work Week and Normal Working Hours

Regular Township Office working hours are Monday through Friday, 9:00 a.m. to 5:00 p.m., as indicated in the Genoa Charter Township Employee Handbook. The workweek will normally consist of five (5) working days and/or 40 hours per week; however, nothing in this policy will constitute a guarantee of 40 hours per week. Some Utility Employees will have schedules that vary from the Township Office hours; those schedules are set and approved in advance by the Utility Director and the employee's supervisor, and are subject to change.

Generally speaking, for water and wastewater operations, the typical work week is Monday through Friday, ~~8:00~~7:30 a.m. to ~~4:00~~3:30 p.m., with a half-hour paid lunch break. However, for public safety, it is necessary to staff certain functions seven (7) days a week. As a result, operators may have work schedules that facilitate seven (7) day a week operation and minimize overtime. This may be accomplished by operators working weekends and having weekdays off or eight (8) hour shifts with different start and end times than the standard ~~8:00~~7:30 am - ~~4:00~~3:30 pm.

C. Overtime

A willingness to work overtime as necessitated by workload and job function may be a requirement of employment. Overtime is defined as hours worked in excess of 40 hours per work-week. For positions that are classified as non-exempt/hourly, overtime will be paid at time-and-one-half the hourly rate of pay.

The overtime policy for office personnel is outlined in the Township Employee Handbook (please see page 10 for details); overtime for office personnel is generally discouraged, and requires prior authorization.

D. On-Call

The Township will appoint weekly primary “on-call” employees for emergency purposes and to cover unplanned events. The primary “on-call” employee will receive a ~~three-seven (73)~~ hour minimum of overtime pay per week (if qualified in chart below), whether he or she is called out for service or not. This time is to cover the general calls and questions that arise after normal work hours where an employee responds by phone or remote computer access, but does not physically have to leave their residence to address a situation. When completing the Utility Department weekly timesheets, this time worked should be recorded ~~under the “Primary Pager” column~~ on timesheets under “On-Call” as ~~three-seven (73)~~ hours. The ~~three-seven (73)~~ hour overtime payment for being the primary on-call person shall be listed on the timesheet for the ~~Friday the operator is on call or once the operator has reached their 40 hours of work. Monday of the week they go on call, or Wednesday for Water Plan Operations Personnel.~~

In the event an employee is physically called out to perform service or an inspection after hours, they will claim a minimum of two (2) hours on their timesheet, even if the call is less than two hours. This minimum will be from the time the “on-call” employee leaves to respond to a call out. The on-call employee is expected to respond to emergency call outs appropriately based on the risk to property, health, or the environment. This overtime (if qualified in chart below) will be counted from the time of departure to the time of return with a maximum of thirty (30) mile radius allowed for drive time (one-way).

The following details will clarify the On-Call policy:

- The weekly “on-call” period is from Monday at ~~8:00~~7:30 am to the following Monday at ~~8:00~~7:30 am, unless a different schedule has been previously arranged with other operators and approved by his/her supervisor.
- If the on-call designated employee is physically called in, and he or she works more than the two (2) hour minimum, the employee is entitled to receive regular overtime hours (if qualified in chart below) for the time worked over 40 hours
- While on-call or when required to work overtime, personal and/or vacation time can be used to reach 40 hours per week, should the employees regular hours not reach 40 hours due to illness or approved time off work.

- The two (2) hour minimum call out payment is specific to the operator being called out to perform service or an inspection after the employee has left the Township/Utility premises (i.e. their place of residence / off the project-site).
- If an operator is called into an alarm situation prior to starting their normal scheduled work day, they will receive the minimum call out time as long as the call out is at least one hour prior to the normal scheduled day.
- If an operator receives another call while at work servicing the first call, that second call shall not receive the minimum two (2) hour call out. However, if an operator returns home, and is called out again, then that call shall receive the minimum call out time of two (2) hours.
- If an operator is called out and spends more than two (2) on the call out, then the operator will be paid for the actual hours worked and not two hours added onto the total work time.
- The amount of hours an employee works per week is dependent upon his or her employment status. The following table reflects the Township’s employment status classifications and their respective scheduled hours and pay statuses

	<u><i>Full-time regular</i></u>	<u><i>Part-time regular</i></u>	<u><i>Temporary Employees</i></u>
Scheduled weekly hours	40	Less than 40 but a routine amount/week	Varies based on assignment
Overtime Pay Eligibility	Determined by Job Classification: Non-Exempt → Yes Exempt → No	All Non-Exempt: Yes	All Non-Exempt: Yes

Special Conditions

The above policy provides guidance for overtime and special working hours for most fully staffed conditions. Based on workload and staffing levels, it may be necessary to modify this policy and authorized overtime. Conditions not fitting into this policy shall be brought to the supervisor who will consult with the Utility Director for guidance and approval of special overtime conditions.

Non-Exempt and Exempt Employees:

When hired, you will be classified as either an exempt or non-exempt employee. This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week. These employees are referred to as non-exempt in this policy. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are, for example, managers, supervisors, professional staff, and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the Federal Fair Labor Standards Act ("FLSA") and applicable state law. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

E. Lunch Break

Each employee will normally be allowed a thirty (30) minute paid lunch break. This break should be scheduled between 11:00 a.m. to 1:00 p.m.

Inclement Weather Policy

A. Purpose

The purpose of this policy is to address the Utility Department's practice in the event of inclement weather.

B. Scope

This policy applies to all Genoa Township Utility Department employees, regardless of employment status. As such, all references in this Policy to "employee" includes all regular full-time, regular part-time and temporary employees.

C. Policy

While the Township will always keep the safety of its employees in mind, due to the nature of sewer and water operation, we are required to provide uninterrupted service to our citizens. As a result, Township Utility Department facilities and sites are never officially closed. It is the employee's responsibility to report to active duty on time and on the day he or she is scheduled to work, regardless of the weather conditions. So that we can maintain '24-hour 365-day per year' service, in the event a Utility Department employee is unable to report to work due to inclement weather, the employee must report their absence with sufficient notice so that arrangements can be made to cover the essential duties of the absent employee.

In the event the Township Hall officially closes due to Inclement Weather, all Utility employees scheduled to work that day, and not already otherwise on vacation, personal leave, or other leave who report to work, will be paid at their regular rate AND will be provided with eight (8) hours of vacation leave added to his/her leave bank. For employees that do not accrue personal leave, an alternative method will be applied.

Exempt and Non-Exempt employees who do not report to work will be paid in accordance with the Township Inclement Weather policy and will not qualify for the additional vacation hours.

Dress Code and Uniform Policy

A. Purpose

The purpose of this policy is to address the Utility Department's practice regarding dress and uniform policy.

B. Scope

This policy applies to all Genoa Charter Township Utility Department employees, regardless of employment status. As such, all references in this Policy to "employee" includes all regular full-time, part-time and temporary employees.

C. Professional Appearance

Professional appearance, attitude and manner enhance the impression our community has of the Utility Systems. Employees should be cognizant of this and dress appropriately for the activity involved. Attire considered unsuitable for any business organization should be avoided. Examples of unsuitable attire are torn and tattered clothing, shorts, revealing low cut tops, t-shirts with offensive language, sleeveless shirts, capris, flip-flops, etc. If in question, don't wear it. If an employee's supervisor advises the employee that his or her attire is unacceptable, he or she may be sent home to change. This time is generally not paid by the Township.

D. Safety Clothing Requirement

For the employees' safety, all Township utility **field staff** will be required to wear protective footwear. Safety boots must be manufactured and labeled in accordance with Occupational Safety and Health Administration (OSHA) and the Township's standards. Boots must be leather, safety-toed, all weather purpose, and have a minimum of six inch ankle height. The Township will cover the cost for one pair of approved safety boots per year. A year is calculated from the date of the purchase. All safety boot requests should be directed to Human Resources prior to purchase.

All Field Employees will be provided appropriate reflective vests for traffic safety. When working in a road right of way, it is a requirement that these safety or reflective vests be worn by all employees of the utility department. Additionally, employees will be provided hard hats, safety glasses, and gloves as appropriate Personal Protective Equipment. These provided safety supplies need to worn by employees as site conditions indicate in conformance with the Township Safety Program.

E. Uniforms / Pant Allowance

The Township will issue uniform shirts and may purchase inclement weather clothing (Winter Bibs, Jackets, Hats, and Rain Gear) initially for each non primary office employee and from time to time thereafter as needed. Genoa Township Utility Staff will receive five (5) uniform shirts each spring and fall. If needed, the employee may request replacement of worn uniform clothing which may, at the discretion of the Utility Director, be replaced at the cost of the Township. It is the responsibility of the employee to purchase his or her own pants. Pants must be jeans or traditional work pants and must not have any holes. Managers who make appearances in the field are also subject to wear appropriately deemed work pants as described above. The Township, at the beginning of each Utility Department Fiscal Year, will provide eligible Staff with a Pant Allowance. This allowance will be deposited directly into the employee's paycheck. The amount of the Pant Allowance will be determined each year by the Utility Director and is subject to change and may be discontinued at any time at the discretion of the Utility Director.

It is mandatory that Township issued clothing be worn during an employee's shift. This policy is also applicable to the Utility Office Staff, unless the Township deems the day as a "casual work day". Casual work days are typically held each Friday If an employee is attending a professional work conference or an approved business event, he or she is not required to wear Township issued clothing Employees must return Township issued uniforms to Human Resources prior to his/her last day of work.

F. Pre-Authorization

As stated in the policy, all boot and uniform requests should be directed to employee's supervisor prior to purchase. The Township has established contracts with local vendors who supply the type of uniforms and boots that we require. Therefore, in most cases, the Township will pay for the cost of the approved purchases by way of a direct bill. A list of pre-approved stores will be provided to employees. Employees may be required to bring a voucher into the store so that employment can be verified. This voucher should be requested and obtained from the employee's supervisor or Human Resources after official authorization has been granted.

G. Reimbursement

In some cases, the employee may need to purchase his/her work boots and/or uniform attire such as winter bibs or coveralls at his own expense and submit a request for reimbursement. When possible, this situation should be avoided.

As stated above, all purchases require Supervisors and/or Human Resources approval. If an employee makes a purchase without prior authorization, the Township may deny the reimbursement request.

H. Employee Signature

I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township's Utility Department Dress Code and Uniform Policy.

Employee Signature _____ Today's Date

Building and Site Security Policy

A. Purpose and Scope

The purpose of this policy is to provide employees with the guidelines of the Township's building and site security procedures.

The policy is applicable to all regular full-time, part-time, and temporary employees.

B. Policy

The Township maintains building security systems to protect office and facility property (i.e. water and wastewater treatment plants, pump stations, etc.), municipal equipment, and work-in-progress. Maintaining the security of municipal buildings/facilities and vehicles is the responsibility of every employee and should be treated seriously. Employees will be advised about the proper building entrances, exits, and lock-up procedures at the time of hire and when changes in security practices or procedures occur. Confidential information, master records or procedures, and personal property of value should be securely stored in desks or filing cabinets as appropriate. Visitors should be kept to a minimum.

Questions regarding building or site security procedures and practices should be directed to the employee's supervisor or the Utility Department Administrators.

C. Enforcement

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of building access, municipal vehicle privileges, suspension with or without pay, and/or termination of employment.

~~D. Employee Signature~~

~~I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Building and Site Security Policy.~~

Employee Signature

Today's Date

Code of Conduct Policy

A. Purpose and Scope

This Code of Conduct Policy is directed toward conduct that may project potential image problems for the Township. The policy also is intended to ensure that no favors, gifts, gratuities, personal gain, or benefits are received for actions taken.

The policy is applicable to all regular full-time, part-time, and temporary employees. As such, all references in this Policy to “employee” includes all regular full-time, part-time and temporary employees.

B. Policy & Guidelines

An employee should always be cognizant that while dressed in company attire he or she is projecting a professional image of the Township to the Township’s current and potential customers. Employees should not visit certain questionable establishments while in uniform or while driving Township vehicles. Visiting such establishments for example, massage parlors, bars, gentlemen’s clubs, etc., jeopardizes the professional image of the Township. For this same reason, municipal vehicles shall not be parked at such establishments.

Likewise, unprofessional behavior in the workplace, such as rude or vulgar language, sexually related conversations, inappropriate touching (i.e. kissing, hugging, massaging, sitting on laps) of another employee or customer, and any other behavior of a sexual or unprofessional nature is prohibited.

Township Utility Department Employees may not solicit or accept monetary gifts or items of more than nominal value that would suggest or create an obligation of the department or the employee. Examples of non-monetary unsolicited gifts of nominal value include calendars, pens, pencil holders, rulers, scratch pads, etc. Under no circumstances should any gift or gratuity be accepted which would influence the employee’s professional judgment. Employees may not accept or solicit samples of merchandise for their personal use nor may they accept money from the general public for their services. Flowers, cards, candy, fruit or other similar expressions of appreciation which do not imply future obligations may be accepted on behalf of the Utility Department.

Entertainment and meals offered by a supplier or customer (i.e. golf outings, sporting event tickets, luncheons, etc.) may be accepted by an employee when they are reasonable, are associated with a bona fide business meeting, are provided by the supplier or customer to others in similar roles as a normal part of its business and are disclosed to the Utility Department Director prior to acceptance by the employee. Any excessive meals or entertainment paid for by a supplier or customer may not be accepted. Time spent to attend events such as recreational or social functions during an employee’s normally scheduled working hours must be

reported as time spent outside of regular business hours and documented accordingly on timesheets using normal lunch break time, vacation, or personal leave.

If there is a period of time where the Township is bidding on a new vendor or new contract, no gifts, items, meals, services, or entertainment of any value may be accepted by such vendors that are associated with that bidding process.

C. Management Responsibility

Supervisors are responsible for creating and maintaining a positive, productive, and professional work environment. Supervisors are required to notify the Township’s Utility Director immediately of any allegations or evidence of misconduct or abuse of this policy. As representatives of the Township, supervisors and other members of management understand that they may be held responsible for acts of misconduct that they commit, condone, tolerate or fail to report and/or investigate. The Township requires all members of management to cooperate completely in the investigation of any claims of misconduct, and to refrain from penalizing any person for making a complaint of misconduct or abuse.

D. Enforcement

All new Township Utility Department employees will receive a copy of this policy and existing employees may be required to periodically review and acknowledge their understanding of this policy. Failure to comply with any provisions of this policy may result in disciplinary action up to and including suspension with or without pay and/or termination of employment. This applies to all Utility Department employees, including supervisors and management.

~~E. I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township's Utility Department Code of Conduct Policy.~~

~~Employee Signature~~ _____ ~~Today's Date~~

Safety Policy

A. Purpose and Scope

The Township is committed to providing and maintaining a healthy and safe work environment for all employees. A strong health and safety program protects employees, customers, and the Township and ensures the success of all parties involved.

This policy applies to all Township Utility employees.

B. Policy Statement

The Township recognizes that the health and safety of our employees and the public we serve is of paramount importance in the delivery of our services. Safety shall be the first consideration in the design, delivery and performance of any job, task or assignment. The health and safety of our employees and public will not be compromised in order to provide expedient service.

C. Management Responsibility

The management and leadership of the Township do, and will continue to, use its best efforts to ensure that an effective health and safety program is developed, implemented, periodically reviewed, and maintained. This program, including all applicable rules, policies and procedures, shall meet or exceed established federal, state, and local laws or regulations as well as those accepted as general industry practices. The Township's health and safety program shall be administered under the guidance of the Township Utility Director and Deputy Director.

Employees will be provided with ongoing training and education relative to preventative measures that can help minimize, control or eliminate known work place hazards. Employees will also be provided with the appropriate personal protective equipment to help guard against such hazards, and as such, shall be properly trained in its application and use.

D. Immediate Supervisor's Responsibility

During any working time, emergency response or training, the immediate supervisor is responsible for assuring that all safety regulations, rules, policies and procedures are implemented and properly adhered to. The immediate supervisor shall also ensure that subordinates exercise the proper use of personal protective equipment in conjunction with receiving the appropriate safety training for their assigned duties. The immediate supervisor is also responsible for responding to employee safety complaints, concerns or potential uncontrolled hazards that may be identified. This is then followed up

through the use of the chain of command and shall involve the Township's Utility Director and/or Deputy Director as needed.

E. Employee Responsibility

Each employee of the Township has an important role in assuring the success of the health and safety program. The employee's responsibilities include, but are not limited to, the following:

- Remain safety conscious at all times, both on and off the job.
- Follow established health and safety rules, policies and procedures in the performance of their duties and assignments.
- Always use, and correctly wear, the appropriate personal protective equipment that has been provided and is relevant to the hazards of the task or duties assigned.
- Request additional information or clarification on any assignments that are unclear and for which there may be an unknown or uncontrolled hazard present.
- Operate all equipment, tools, machinery and vehicles in accordance with the manufacturer guidelines, safety practices and operator training instructions.
- Perform all assigned tasks and duties in accordance with the Township's policies, procedures, standard operating guidelines and training provided.
- Always use seat belts when operating or riding as a passenger in Township and privately owned vehicles (as stated in the Vehicle Use Policy).
- Immediately report to your immediate supervisor and co-workers any unsafe working condition, equipment malfunction, or other situation that could endanger you, other employees, or the public.
- Immediately report any injury, accident or incident involving injury, loss or a near miss that could have resulted in injury or loss, to your immediate supervisor.
- Cooperate and assist in the investigation of any injury, accident, incident or near miss investigation as may be required.
- Do not accept short cuts, alternative plans or actions, equipment, tasks or duties that may not comply with the Township's standards or that may present an uncontrolled hazard to you, other employees or the public.

New and existing Township Utility department employees will be trained relative to their job function and work requirements. Under no circumstance should an untrained or unequipped employee complete a task that could put him or her in danger.

F. Accident, Injury and Incident Reporting

As previously mentioned, an employee shall immediately notify his or her Supervisor of any accident or incident that involves injury, damage, loss of property, private property, or well-being of a citizen. Immediately is defined as within 24 hours of the occurrence, preferably sooner.

The supervisory personnel, upon notification of an accident, incident, or near miss, shall immediately initiate an investigation including any rescue, medical response or care, scene stabilization, evidence preservation and/or corrective action as may be necessary. This investigation shall be documented utilizing the Township's process and forms, and shall include the immediate notification of the Utility Director and Deputy Utility Director. Initial documentation of the event should be submitted within 24 hours of the occurrence, to the administrative offices, understanding that additional follow-up, actions and/or measures may continue past this time period. In the unfortunate instance where notification of a family member or emergency contact may need to be made, it shall be the responsibility of the officer in charge or supervisor on duty and immediate notification shall also be made to the Utility Director.

The Township Utility Director and Deputy Director shall review all documentation of the event and perform follow-up as may be warranted. Each incident will be reviewed to determine the root cause of the incident and any potential corrective actions that may need to be taken to help prevent the reoccurrence, or reduce the potential impact of such an event. Policies, procedures, standard operating guidelines, work practices, personal protective equipment and the overall conditions of the event will be reviewed to determine if there is the need to change, modify or improve such measures.

G. Enforcement

All Township Utility employees must comply with the health and safety standards and policies applicable to their job function. Clear and willful violation and disregard of this policy will be considered grounds for disciplinary action, up to and including termination of employment.

H. Employee Signature

I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Safety Policy.

Employee Signature

Today's Date

Municipal Equipment Use Policy

A. Purpose and Scope

The purpose of this policy is to provide employees with the guidelines under which Township owned equipment will be authorized to employees and the rules under which the equipment may be used.

The policy is applicable to all full-time employees, part-time employees, and temporary employees.

B. Definition

Municipal equipment is defined as any equipment that is owned, rented or leased by the Township, Marion, Howell, Oceola and Genoa Sewer and Water Authority ("MHOG"), or Genoa Oceola Sewer and Water Authority. (Examples of municipal owned equipment are, but not limited to, leaf blowers, chainsaws, snow removal equipment, lawn equipment, hand tools, lights, and power equipment.)

C. Policy

The municipal equipment is restricted to be used for business purposes only and is to be used only during an employee's shift. Employees are expected to maintain and treat municipal equipment at least as well as they would their personal equipment. Any damage to this equipment should be reported immediately to employee's supervisor.

The use of municipal equipment for personal use is strictly prohibited.

If an employee is assigned to a municipal vehicle for 24-hour use and that vehicle stores municipal owned equipment, that equipment should remain in the vehicle while at employee's place of residence.

D. Violation of Policy

If the Township discovers that an employee is using municipal owned equipment for personal use, the employee would be in direct violation of this policy. This may result in disciplinary action up to and including removal of municipal equipment privileges, suspension with or without pay, and/or termination of employment.

~~E. Employee Signature~~

I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township's Utility Department Municipal Equipment Use Policy.

Employee Signature Today's Date

Municipal Vehicle Use Policy

A. Purpose and Scope

The Township places the highest value on the safety and health of its employees and well-being of its citizens. The Township acknowledges that the safe operation of motor vehicles by Utility employees is essential to ensuring the safety and well-being of all, and has established its goal to ensure that all individuals who are granted the privilege of driving a municipal vehicle are safe and properly licensed operators. The purpose of this policy is to set forth the guidelines under which municipal vehicles will be authorized to Township employees and the guidelines under which the Township vehicles may be used.

B. Definitions

Municipal Vehicles – are defined as those automobiles, trucks, vans, or other self-propelled equipment owned, rented, or leased by the Township and licensed for travel on a public way.

Township – shall mean the Genoa Charter Township Utility Department.

Employees – are defined as any person performing work on behalf of the Township through full-time employment, part-time employment, temporary employment, or through a contractual arrangement.

C. Policy

It is the policy of the Township that certain positions require access to municipal vehicles, either during the work shift or on a 24 hour on-call basis. Township vehicles are not personal vehicles and are not for personal use. Township vehicles should be viewed as belonging to citizens and are assigned solely for the purpose consistent with providing services to those citizens.

D. Procedures

I. **Approved Drivers:** Employees will be approved for driving Municipal Vehicles provided they meet all of the following criteria:

- Hold a valid driver's license in the state of residency.
- Have a driving record acceptable to Genoa Charter Township's insurance carrier.
- Have not had approval denied in writing by Genoa Charter Township within the last 12 months.

II. **Assignment of a Municipal Vehicle:**

The assignment of a municipal vehicle during work time is based on job description. Appointing authorities who have municipal vehicles available for this purpose may assign such

vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Utility Director or appointing authority / department manager.

III. Assignment of a Municipal Vehicle for On-Call Use (Vehicle Use Approved for Commuting Purposes):

The assignment of vehicles for on-call use will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for on-call vehicle use include:

- Officially designated on-call status
- Requirement for emergency availability
- Emergency of other equipment contained in the vehicle; and/or
- Vehicle use is limited to travel to and from the residence and place of work. ~~The vehicle should not be utilized for travel outside a direct commuting route for personal use.~~ If an employee is in violation of this policy and using a Municipal Vehicle for personal use, the employee may be responsible for the full cost of any damages and/or liabilities that occur during such use.

1. Whenever a position approved for on-call use becomes vacant, the authorization for on-call use shall be re-evaluated.
2. Township personnel assigned a municipal vehicle on an on-call basis will be trained in the safe operation of all assigned municipal vehicles and be expected to maintain the municipalities' motor vehicle record log, in addition to signing confirmation of receipt of this policy.

IV. General Rules Governing Municipal Vehicle Use

1. Municipal vehicles may only be used for legitimate municipal business.
2. Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to employees and individuals who are directly associated with Township work activity (board members, consultants, contractors, etc...) Family members shall not be transported in Township vehicles.
3. Vehicles should contain only those items for which the vehicle is designed. The Township shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to maintain and treat Municipal Vehicles at least as well as they would their personal vehicle. Employees are expected to keep municipal vehicles clean, perform

necessary preventative maintenance, and report damage or malfunction to their supervisors immediately. A vehicle record log should be kept in the municipal vehicle and usage should be tracked by drivers on a **periodic basis**. Oil is to be checked per manufacturer's guidelines.

Vehicle record logs are collected from vehicles periodically.

5. Employee's assigned vehicles for commuting purposes are expected to park such vehicles in a safe location.
6. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
7. No smoking will be allowed in any Township vehicle.
8. In accordance to Michigan Law, employees shall not read, manually type, or send a text message on a wireless 2-way communication device that is located in the employee's hand or in the employee's lap, including a wireless telephone used in cellular telephone service or personal communication service, while operating a Township vehicle that is moving on a highway or street.
9. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
10. Employees who operate municipal vehicles must have a valid motor vehicle license issued by the state of their residence and may be required to provide proof of valid motor vehicle license once every six (6) months.
11. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
 - a. Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines is approved by the Township Manager. Every effort will be made to make a fair and consistent judgment call and the Township may require a written statement of events that led to the fine.
 - b. Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours. Failure to provide such notice will be grounds for disciplinary action in accordance with Section VI of this policy.
 - c. An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, with in his/her personal vehicle or in a municipal vehicle, must notify his/her

supervisor within 24 hours. Conviction of such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.

V. Check-in/Return of Vehicle

Employees' adherence to the following check-in procedures should ensure that vehicles are kept clean and in good operating condition and minimize inconvenience to other drivers. Upon return of Municipal Vehicle to the Township:

1. Fill up the gas tank if it is less than ½ full.
2. Remove all trash and equipment from vehicle.
3. Clean the interior and exterior - wipe up dust, sweep out mud and dirt, and clean seats and floor mats if needed. Clean out the bed of the pick-up.
4. Take vehicle to the car wash if warranted.

Any significant information relative to the condition or operation of a vehicle (strange noises, malfunctions, dents or scratches, necessary maintenance, etc.) is to be reported by the driver to the Facilities and Equipment Coordinator.

E. Special Circumstances

This policy is intended to provide a basic framework governing the use of municipal vehicles, and as such, cannot contain provisions governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Township Manager who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

F. Sanctions

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of municipal vehicle privileges, suspension, and/or termination from Township service.

~~G. Employee Signature~~

~~I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Municipal Vehicle Use Policy.~~

~~Employee Signature~~ _____ ~~Today's Date~~

Alcohol and Drug Free Workplace Policy Addendum

CDL Licensing Policy

A Purpose and Scope

To maintain employment, certain Genoa Charter Township (the “Township”) Utility Department Positions require a Commercial Driver’s License (CDL). It is the policy of the Township to act in compliance with the rules and regulations of the Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA). As such, regular DOT physical and drug screens required to maintain a CDL will be strictly enforced. This policy is an addendum to the Alcohol and Drug Free Workplace Policy.

B Non-Discrimination

In accordance with the requirements of the Americans with Disabilities Act, the Township does not discriminate against employees or applicants who are qualified individuals with a disability, including disabilities related to alcohol or drug abuse, who are not currently engaged in the abuse of legal drugs and alcohol, or the use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have developed a medical condition that inhibits their ability to obtain a CDL; 2) have successfully completed or who are currently participating in a supervised rehabilitation program in order to reinstate their CDL; or 3) have otherwise been rehabilitated successfully and have obtained their CDL. Each of the circumstances listed above will need to be substantiated by a medical professional.

C Policy

1. CDL Requirements.

CDL required drivers must be able to pass all state and federal requirements for a CDL Class B license with both Air Brake and Tank endorsements. This includes but not limited to written exams provided by the secretary of state, DOT physicals and DOT drug tests.

2. Township Responsibilities

Provided the employee remains in good standing with the provisions of this policy, the Township will pay for expenses related to obtaining and maintaining CDL licensing. This includes study guides, licensing fees, and medical certification and recertification. The Township will also provide training opportunities as necessary.

3. Employee Responsibilities

CDL licensed employees are solely responsible for maintaining their license. The employee must be familiar with all requirements of the DOT and FMCSA and ensure their license renewals and medical certifications are kept current. Based on the requirements of a position, failure to maintain a license may result in disciplinary measures up to and including termination.

D Confidentiality

All DOT physical, drug, and alcohol test results reported to the Township will remain and be considered confidential. Results will only be disclosed within the Township and on a need-to-know basis and as allowed by law and retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with any DOT test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's substance test results and other information gained in the testing process will only be disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

E. CDL Incentive

The Township recognizes the added burden CDL Licensing places on its employees. As such, the Township will pay a \$2,000 bonus annually to drivers who obtain and maintain their ability to drive municipal owned commercial vehicles. This annual bonus will be prorated based on hire date and/or the portion of the prior year the CDL was valid. Possession of a CDL does not automatically result in a bonus, rather it will dependent on position requirements for utilization of the Township's CDL weight vehicles.

F. Consequences of a violation of this CDL Licensing Policy.

Any CDL licensed employee who does not pass a DOT regulated physical and/or drug/alcohol test is required to alert the Township and immediately cease driving any municipal owned commercial vehicle. Failed physicals and/or drug tests are automatically reported to the FMCSA by the testing facility. It is the responsibility of CDL drivers to work with the FMCSA to reinstate their license. Any fees incurred for reinstatement are the responsibility of the employee. Genoa Township will grant a 45-day probationary grace period for the employee to either a) re-instate their medical certification and/or license; b) substantiate enrollment in a drug or alcohol substance abuse program with an FMCSA approved plan for reinstatement; or c) provide a medical exemption from a licensed medical professional.

Failure to meet the above grace period conditions or operating ar CDL vehicle under the known influence of drugs or alcohol will result in immediate termination. Violations of this policy will be subject to corrective action up to and including termination of employment. The Township reserves the right to change or suspend this policy or any part thereof at any time and at its sole discretion.

Cellular Telephone Policy

A. Purpose and Scope

The purpose of this policy is to provide employees with the guidelines under which cellular phones and applicable allowances will be authorized to Township Utility Department employees and the rules under which the cellular telephones should be used for business purposes.

The policy is applicable to eligible full and part-time regular employees, eligible full-time temporary employees, and eligible Utility Office Staff.

B. Policy

As a condition of employment, all Township Utility Department employees are required to carry a cellular telephone and be available for business calls and text messages during the employee's shift as well as when he or she is assigned to be available for on-call coverage. While working an assigned shift, personal calls should be made during breaks or after regular business hours.

The Township understands that it is more convenient to carry one cellular device for both personal and business use. For this reason, the Township is providing an allowance for the use of personal cellular telephones for business purposes. In consideration for use of a personal phone for business purposes, eligible employees will receive a monthly allowance. Eligibility and Allowance is pre-determined by the Utility Director and subject to change at any time. The Utility Director also maintains the right to alter cellular phone allowances and eligibility based on the employee's job duties and potential changes in employee's employment status. This allowance will be paid out in twenty-six equal bi-weekly installments and added directly to the employee's bi-weekly pay and may be subject to all applicable tax withholdings. Since the Township is providing an allowance, it is expected that eligible employees will maintain a working cellular phone at all times. It is critical that downtime of service be kept to a minimum.

Employees are responsible for making their cellular telephone payments, even when the cost exceeds the monthly allowance. If the employee does not own a cellular telephone, he or she is required to purchase one prior to their first day of employment. The Township has chosen Verizon as their "carrier of choice" and as a result requires that all eligible employees purchase their cellular telephone devices thru this chosen carrier. A new employee is not expected to drop a current contract with another vendor but upon expiration of a non-Verizon contract agrees to sign on with Verizon. The employee will be responsible for the cost of his or her

own cellular phone accessories (e.g. charger, headset, Bluetooth devices, etc.) unless approved by the Township in advance.

C. Liability

Employees are responsible for their cellular telephones. If a device is lost, stolen, or damaged, the employee should immediately report this to his or her cell phone carrier and supervisor. Employees should resolve cellular telephone issues within five business days and may request the use of a Township loaner phone while their personal device is in service. We highly recommend that your personal cellular telephone plan includes an insurance policy. The Township will not be held liable for any cell phone contractual obligations in the event of voluntary or involuntary separation of employment.

~~D. Employee Signature~~

~~I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Cellular Telephone Policy.~~

~~Employee Signature~~ _____ ~~Today's Date~~

Complaint Procedure Policy

A. Purpose and Scope

The Township recognizes that problems will arise from time to time and believes all employees should be treated in a fair and equitable manner. Thus, the following procedures have been established to achieve equitable resolution.

The Township as a whole is committed to maintaining an open door policy. Any discrimination or allegation against an employee for presenting an issue, problem or complaint is prohibited.

This policy applies to all Township Utility Department employees, regardless of employment status.

B. Policy

General - Any problems brought to the attention of the Township Utility or Deputy Director by an employee will receive an objective and unbiased hearing and, if appropriate, investigation. Every effort will be made to promptly resolve the issue in a fair and equitable manner without prejudice to any individual.

Responsibility - Each manager responsible for supervision and direction of other employees is responsible for the successful administration of this policy. In general, problems directly related to particular projects should be addressed to the appropriate supervisor first.

C. Problem Resolution Procedures

1. Problems should be orally addressed with the appropriate supervisor as soon as possible, preferably within five (5) working days after its occurrence, or when the employee should reasonably have obtained knowledge of its occurrence. The discussion should include (a) a summary of the problem; b) the suspected cause; and c) possible solutions.
2. The employee should personally present the case.
3. The employee's direct supervisor will make every effort to resolve the issue. Should the questions be beyond the scope of existing policy or precedent, the supervisor shall seek the advice of the Township Utility or Deputy Director. In any event, a decision will be communicated by the supervisor to the employee as soon as possible.
4. Depending on the severity of the complaint, the problem and its solution may be recorded and include the signatures of the employee and the supervisor. The data collected may become a part of the employee's personnel record.

5. If the issue cannot be resolved within a reasonable period of time by the Director, or if the employee is not satisfied with the resolution, the problem may be submitted in writing to the Township Manager for further discussion and resolution attempts. Upon receipt of such complaint, the Township Manager will seek the advice of the Administrative Committee and together will investigate the matter and will render a decision in writing.
6. If the employee is not satisfied with the decision of the Administrative Committee, he or she may appeal to the Township Board, as outlined in the Genoa Township Employee Handbook. Such appeal must be filed in writing within ten (10) working days after receipt of the decision of the Administrative Committee. Upon receipt of such appeal, the Township Board will schedule a hearing and will render a decision, which will be final and binding. The employee will receive reasonable notice of the hearing, including reasonable notice as to the issues to be decided. At the hearing, the employee will be allowed to present evidence and arguments in support of his/her position and will be allowed an opportunity to rebut any evidence or arguments against his/her position.
7. If the employee fails to file a complaint within the time limits state above or fails to take a timely appeal to the next step, the claim may be waived.

Professional Development Policy

A. Purpose and Introduction

The Professional Development policy has been implemented because the Township Utility Department feels that it is important to encourage and promote the required continuous technical and professional advancement of its employees. The Township Utility Department requires that all Utility Department employees in positions that require licensing by the State of Michigan possess at a minimum, the license(s) required for the position and participate in all continuing education required to maintain their license. The Township Utility Department acknowledges that for licensed professionals involved in the sewer and water treatment industry, education beyond the State of Michigan required minimum benefits the employees, as well as the safety of citizens the Utility Department provides services to.

The Township strives to maximize professional potential in a way that is equitable among staff and mindful of the cost of the investment. The following components encompass the Utility Department's approach to fostering professional development.

B. Scope

This policy applies to all regular full-time and regular part-time Utility Department employees. The Township will cover the allowable costs if the following conditions are met:

- The license/certification or training being sought directly relates to an employee's current job responsibilities or one to which the employee can reasonably aspire within the Department.
- Prior approval is obtained from the employee's supervisor and the Utility Director or Deputy Utility Directors.

Certifications/licenses and training expenses that are covered under this policy (the "allowable costs") include, subject to the approval of the Utility Director: (a) exam fees for obtaining a relevant license; (b) expenses for training directly related to water and sewer operation; (c) continuing education credits (CEC's) for license maintenance; (d) professional and technical memberships; and (e) conferences and seminars. Specific examples of reimbursable licenses/certifications include, but are not limited to, Municipal Wastewater Treatment Plant Operator, Storm Water Operator, Drinking Water and Wastewater System Operator, Distribution Operator, Industrial Wastewater Treatment Plant Operator, etc. The Utility Director may also consider reimbursement for tuition-based classes that will enhance the employee's job related skill set.

C. Employee Responsibility and Allowance

Each employee is provided with a pre-determined allowance per fiscal year to use for approved professional development expenses. Expenses that meet the criteria, as described in the Scope of this policy and further clarified below, will be deducted out of this budget. A fiscal year is defined from April 1st to March 31st. Any funds that are not used within the fiscal year will be forfeited. The Professional Development allowance is determined by the Utility Director and is subject to change.

In the event the Township Utility Department covers the cost for a professional exam and/or training at the request of an employee, and the employee voluntarily resigns prior to the test or completion of the class, the employee is responsible for repayment of all expenses covered in accordance with this policy.

After obtaining proper approval, the employee can either pay directly for the professional development expense and seek reimbursement through Human Resources, or submit a request for payment with Human Resources for payment directly to the service provider. Regardless of how payment is handled, Human Resources will track each employee's professional training expenses. It is also expected that the employee will manage his/her training budget. Unless approved by the Utility Director in advance, each employee cannot

exceed the budgeted yearly allowance for approved professional development expenses per fiscal year as stated above.

D. Exam / Licensing and Licensure Incentive Program

The Township Utility Department will cover the cost for license application and exam fees associated with obtaining sewer and water licenses as long as the cost does not exceed the employee’s allotted professional development budget.

Payment for attempt exams at first exam is are paid for 100% in advance by the Township Utility Department. The Township Utility Department will ~~not reimburse~~ require reimbursement from the employee if the employee withdraws from an exam, unless the withdrawal was requested by the Township. ~~Payment for attempt at first exam is paid for 100% in advance by the Township Utility Department.~~ Should the employee fail the exam, subsequent attempts for the same exam will be required until it is passed. the following will occur in terms of reimbursement to the employee, if the employee passes subsequent attempts at the same exam, if any:

- ~~100% Reimbursement, 2nd Attempt~~
- ~~50% Reimbursement, 3rd Attempt~~
- ~~0% Reimbursement Thereafter~~

Time required for review courses, sitting for exams, etc. is also covered by the Township Utility Department, subject to approval by the Utility Director and within budgetary limits. Meal expenses (one meal per exam only if exam is a full day) will also be covered, at an amount determined by the Utility Director. Travel expenses should be covered by using a Township vehicle and carpooling whenever possible.

Because of the personal time associated with preparation for a license exam, and because exam certifications improve the Township Utility Department’s standing as a Utility as viewed by the Michigan Department of Environmental Quality, upon receipt of the employee’s professional registrations, the employee will be rewarded with an incentive provided through payroll according to the following table:

Type of License:

D4, D3, S4, S3, D, C, F4, F3
D2, D1, S2, S1, B, A, F2, F1

Incentive Amount:

Determined by Utility Director
Determined by Utility Director

Recognition for multiple licenses will be honored regardless if the cost was covered by the Township or by the employee.

E. License Maintenance

The Township will cover the cost for the continual renewal of professional licenses as long as the cost does not exceed the employee’s allotted budget. Continuing education credits (CEC’s) are necessary to maintain licenses, registrations and certifications. It is the responsibility of the licensed professional to maintain his/her records of continuing education activities and to submit the record to their registration board upon request.

F. Professional and Technical Organizations

The Township encourages active participation in technical and professional organizations and will pay annual dues to organizations for each employee, provided they are directly related to job duties. Such memberships may be paid by the Township Utility Department only with the approval of the Utility Director who will assess the overall benefit to the Department. Specific examples of such organizations include, but are not limited to, American Water Works Association, Michigan Water Environment Association, Water Environment Federation, American Society of Civil Engineers, and Society of Human Resource Management.

G. Conferences and Seminars

Employees may obtain approval by the Utility Director to attend professional conferences or seminars to give a technical presentation or accept an award on behalf of the Utility Department. All such technical presentations must be reviewed with and approved by the Utility Director prior to presentation. Approval will be subject to the availability of funds, work schedule, and the relevance of the conference to the Department’s needs. Meal, travel, and registration expenses may also be covered with advanced approval.

~~H. Employee Signature~~

~~I, _____ (*print name*), having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Professional Development Policy.~~

Employee Signature _____ **Today’s Date**

GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT

CREDIT CARD AND ACCOUNT POLICY

A. Purpose and Scope

The purpose of this policy is to provide Genoa Charter Township Utility Department employees with the guidelines for use of credit cards and accounts for the purpose of securing parts, supplies, equipment and fuel.

The policy is applicable to all regular full-time, part-time, and temporary employees.

B. Policy

The Township Utility Department maintains a credit card, fleet cards, account cards, and accounts at local businesses to provide staff with an effective means to procure an adequate supply of materials to effectively carry out sewer and water operations and respond to emergency service. Additionally, many of the accounts established provide the ability to purchase supplies and materials tax free, thus reducing operational costs. This policy provides the guidelines for use of these purchasing options to avoid the potential for abuse, theft, or fraud. This policy provides specific guidelines for each type of account available to staff. The Utility Director is responsible for overseeing compliance with this policy. The Utilities Administrator is responsible for collecting receipts for any transactions that are associated with the use of these credit and account cards and validating the transactions against the invoices. Any discrepancies found shall be reported to the Utilities Director immediately.

Questions regarding credit card or account procedures and practices should be directed to the employee's supervisor or the Utility Department Administrators.

C. Enforcement

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of credit or account cards, suspension with or without pay, and/or termination of employment.

D. Fuel Cards

Each municipal vehicle shall have a fuel fleet card. These cards shall be restricted to purchase of fuel, oil, vehicle washes, or vehicle maintenance only. Upon purchasing fuel, employees shall initial the purchase and return the receipts monthly to the Township Human Resources Department. If fuel is purchased for

equipment use not specific to vehicle, this specific usage shall be indicated on the receipt. Fuel shall only be purchased for specific township vehicles and equipment. Under no circumstance should the fleet cards be used for personal vehicle or equipment use.

E. Pre-paid Debit Cards

Supervisors shall be assigned a pre-paid debit card for use in transactions where townships accounts are not present. Examples of applicable uses for these cards include one-time purchases from vendors or suppliers where account establishment is not warranted, shipping of parts and supplies, and emergency purchases. Employees assigned a pre-paid debit card shall retain all receipts totaling the amount on the card. The employee shall indicate on each receipt the system and purpose for each purchase made on the card. Each pre-paid debit card has a maximum spending allowance of \$450. Once the card requires re-loading, the employee shall turn in all receipts for purchases. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

F. Building Supply Store

Supervisors and key lead operators shall be assigned a home supply store card for use in purchase of utility department supplies. The township currently utilizes Lowe's for these purchases. Employees assigned a home supply store card shall retain all receipts totaling the amount on the card. The employee shall indicate on each receipt the system and purpose for each purchase made on the card. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, the Utility Director shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card canceled.

G. Credit Card

The Utility Director shall be issued a card for use in purchase of utility department supplies where another account is not available. An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, the entity issuing the card shall be immediately notified and the card canceled. The utility director shall indicate on each receipt the system and purpose for each purchase made on

the card. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, Human Resources shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card canceled.

H. Open Account Credit Cards

The Township Utility Department maintains revolving account credit cards with various local stores for purposes of purchasing departmental supplies and materials. Examples of such retail stores are, but not limited to, Staples, Wal-Mart and Gordon Food Services. These account cards are kept in a secure location at the Township office. Employees can borrow an account card with permission from the Utility Director or Administrators. Upon establishment of account, an employee roster is provided to the entity. Employees must provide proof of identity, such as a driver's license, upon purchase of supply or material so that the store can verify employment. Employees shall return the account credit card to the Township office after purchase is made.

An employee who borrows a credit card is responsible for its protection and custody. If a card is lost or stolen, the Utility Director shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card cancelled.

I. Open Vendor Accounts

The Township Utility Department has established various vendor accounts with local business. The Utility Director maintains a master list of such vendors. An employee who wishes to purchase material or supplies must gain verbal authorization from the employee's supervisor or the Utility Director prior to purchase being made. Upon establishment of account, an employee roster is provided to the vendor. No credit card is needed to make purchase. Employee shall show proof of identity, however, to purchase any materials or supplies. Employees shall indicate on each receipt the system and purpose for each purchase made to the account and return the receipts to the Utilities Administrator. Transactions that do not appear to comply with this policy shall be reported to the Township Utilities Director and will be investigated immediately.

J. Return of Cards

Employees who use a township issued credit card or vendor account card in a manner contrary to this policy shall be subject to the following disciplinary actions, as deemed appropriate by the Utility Director:

- Verbal warning and counseling
- Written reprimand
- Suspension with or without pay
- Termination of employment
- Reimbursement to the Township for unauthorized expenditures

An employee issued a credit or account card shall return the card to the Township Utilities Director or Human Resources Department upon termination of his or her employment or service with the Township.

~~K. Employee Signature~~

~~I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Credit Card and Account Policy.~~

Employee Signature _____ Today's Date

PERFORMANCE & SALARY REVIEW POLICY

A. Purpose and Scope

Genoa Charter Township Utility Department is committed to the success and growth of its employees. The Utility Department relies on the performance of its employees to deliver exceptional service to our community and its residents. Performance reviews are provided to all Utility Department employees to determine if expectations, goals, and responsibilities are being met. These reviews are also a process to ensure that individual job satisfaction is being pursued by both the Township Utility Department and its employees. It is also the goal of the Utility Department to maintain competitive salary levels in relation to other local municipalities and within its own organization to attract and retain capable, well-qualified, and talented employees.

This policy applies to all GCT Utility Department employees, except as determined by the Utility Director.

B. Annual Performance Review Process

The Township Utility Department is committed to maintaining open lines of communication and setting clear and obtainable expectations and goals for every Utility Department employee. Each supervisor is expected to evaluate his or her employees on an annual basis using the Performance Evaluation Form provided by Human Resources. The process typically begins in February of every year. In most cases, employees will be given a chance to complete self-evaluations as part of the evaluation process. Areas of performance strengths and weaknesses should be addressed during the evaluation. Employees are encouraged to provide input to the process and may include written commentary if desired.

Regular performance appraisals are beneficial and effective because they:

- Help employees clearly define and understand their responsibilities, provide criteria by which their performance will be evaluated, and suggest ways in which they can improve performance.
- Identify employees with potential for advancement within the Organization.
- Help managers distribute and achieve departmental goals.
- Provide a fair basis for awarding compensation based on merit.

Performance appraisals also influence salaries, promotions and transfers, so it is critical that supervisors be objective in conducting performance reviews and in assigning overall performance ratings. Only employees for whom a formal performance review is completed will be eligible for a salary adjustment. A performance review; however, does not always result in an automatic salary increase nor is an increase automatically given simply because of continued employment with the Township.

The performance evaluation will be discussed with the employee to ensure that all strengths, areas for improvement, and job goals for the next review period are clearly communicated. The employee's supervisor will sign the performance evaluation and the employee is will be asked to comment on the review and sign the performance evaluation. The completed evaluation will be retained in the employee's personnel file and copies will be provided to each employee.

C. Department Salary Planning and Individual Equity Review

Overall merit budget allocations, in terms of a total dollar value, are planned for and allotted for prior to the start of each fiscal year. A fiscal year is considered April 1 through March 31 of any given year. This planning tool is designed to assist the Township Utility Director in planning and allocating merit and promotional increases that:

- Reward individual performance;
- Are market competitive;
- Are internally equitable;
- Are compatible with the Township's DPW operating budget; and
- Are equitably allocated among individual employees, taking into consideration all available factors at one point in time.

The Township also maintains salary grades and applicable pay scale ranges for benchmarking and job progression purposes. At the start of the salary review process, an analysis of each employee's salary will be made available for the supervisors to review.

D. Annual Salary Review Process

Each employee is considered, at least annually, for a salary increase. This process usually begins in February and changes typically take effect during the month of April.

An employee’s job performance, responsibility level, and independent decision-making skills are directly related to his or her pay. Other factors such as internal equity, external market conditions, position in pay scale, and the pay increase budget also are influencers of pay rates and adjustments. Since a “meeting expectations” or higher performance review score is required in order to be considered for a salary adjustment, the performance review discussions will typically occur prior to evaluating compensation and discussing salary adjustments. However, a “meeting expectations” or higher performance review does not guarantee that an employee will receive a pay raise.

Each Supervisor is responsible for completing and submitting the salary adjustment recommendation form to Human Resources. Human Resources, along with the Utility Director and Deputy Directors, will review all salary increase/adjustment requests to ensure compliance with the Township Utility Department policy to ensure that they fall within the provided guidelines. The supervisor should not discuss any proposed action with the employee until all written approvals are obtained. Once supervisors receive final salary information, they should meet briefly with each employee, informing him/her of the increase decision.

Out-of-cycle salary increases are infrequent and must be pre-approved by the Utility Director, Human Resources Director and the employee’s Manager.

~~E. Employee Signature~~

~~I, _____, having read this policy, agree to comply with the provisions of Genoa Charter Township's Utility Department Performance & Salary Review Policy.~~

~~Employee Signature~~ _____ ~~Today’s Date~~

UTILITY HANDBOOK ACKNOWLEDGMENT

By signing below, I acknowledge that I have received a copy of the Genoa Township Utility Department Employee Handbook, dated ~~March 2011~~October, 2024, and as amended. I understand that, except as provided in the Handbook, the terms and conditions of the Handbook supersede and control over any prior conflicting policy statements, representations, agreements or practices. I further understand that the Township reserves the right to modify, amend, supplement or delete any of the policies set forth in the Employee Handbook at any time, but that no such modification, amendment, supplement or deletion is valid unless it is in writing and approved by the Township Board.

Further, by signing below, I agree to be bound by the terms and provisions of the Genoa Township Utility Department Employee Handbook, dated ~~March 2011~~October, 2024, as amended.

I expressly acknowledge that no provision of this Handbook, any other document or any prior or future discussions/communications with Genoa Township personnel shall create a for cause contract of employment with Genoa Township. I acknowledge and understand that unless my written employment agreement specifically states otherwise, Genoa Township has the right to terminate the employment relationship at any time, for any reason whatsoever or no reason at all, with or without notice, and I also have the right to terminate the employment relationship at any time, for any reason whatsoever or no reason at all and with or without notice.

Employee Signature _____

Today's 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: September 30, 2024
RE: 123.Net - METRO Act Permit

Please find attached request for approval of a Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act Right of Way permit for 123.Net, LLC. On September 9, 2024, 123.Net submitted a permit application and Bilateral METRO Act Permit to install telecommunications facilities for fiber internet service within the public right of way in the Township. The request includes an application, application fee, proof of licensing, Certificate of Liability Insurance and the permit itself. The permit involves installation of 39,628 linear feet of underground fiber and 5,539 feet of aerial fiber along Grand River Avenue including southward extensions on Dorr Road north of Herbst Road and portions of Grand Oaks Drive and Cleary Drive.

In accordance with the METRO Act, the provider will pay an annual maintenance fee of five cents per linear foot which will be around \$2,200 in annual revenue to the Township at full build out. The term of the permit is proposed for fifteen (15) years with 3 subsequent 5-year renewal terms. Each of the renewal terms will be automatic unless the Township notifies the company in writing at least twelve (12) months prior to the end of the term. In this regard, I provided the following motion for your consideration:

Moved by _____ and **supported** by _____ to approve the Bilateral METRO Act Right-of-Way Telecommunications Permit with 123.Net, LLC for an initial term of 15 years, subject to the review and approval of the Township Attorney.

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



MICHIGAN'S BACKBONE FOR BUSINESS

09/09/2024

Genoa Charter Township
Attn: Clerk's Office
2911 Dorr Road
Brighton, MI 48116

To Whom It May Concern:

Enclosed please find a copy of 123Net's METRO Act permit application, all required company documents, 3 copies of the proposed Bilateral METRO Act Permit, and a check for Five Hundred Dollars (\$500.00).

Upon approval, please sign and date all three permits and return one of the three copies to our office (123.Net, LLC), one copy to the Michigan Public Service Commission, and keep the Master Copy for your records.

Mr. Ryan McAnany, Director
Telecommunications Division
Michigan Public Service Commission
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909

Per Paragraph 4.6, page 5, of the METRO Act, 123Net understands that the granting of this METRO Act does not constitute approval to build. 123Net will submit plans and a right of way permit application per project to the relevant jurisdictions and wait for permit/plan approval before starting any construction.

Should you require anything further to process this application, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Griffith".

Amanda Griffith
Director of Design & Permitting
123.Net, LLC
24700 Northwestern Hwy, Suite 700
Southfield, MI 48075
(248) 228-8286 / permits@123.net

PROVIDING ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES

24700 Northwestern Hwy, Ste 700, Southfield, MI 48075 • 866.460.3503 • 123.NET

Frequently Asked Questions

METRO ACT

Last updated on November 30, 2021

Who should the municipalities notify of permit approvals/denials?

The municipalities should notify the Michigan Public Service Commission (MPSC) of permit approvals/denials. A letter indicating the following details of the permit should be included:

1. Who the permit is with
2. Date of application
3. Date of approval/denial
4. Whether the permit is unilateral or bilateral
5. Contact person for the municipality with phone number and email address

The letter should be sent to the attention of:

Mr. Ryan McAnany, Director
Telecommunications Division
Michigan Public Service Commission
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909

What list does the MPSC suggest the municipalities use to notify providers of a new telecommunication ordinance?

The Michigan Public Service Commission recommends that the municipalities use two lists that are posted on our website.

The list of regulated local telephone companies licensed in Michigan:

http://www.michigan.gov/documents/mpsc/newlocal_558171_7.pdf

and, the list of regulated telephone interexchange carriers and competitive access providers:

http://www.michigan.gov/documents/mpsc/ixclist_558170_7.pdf

Are cable providers covered under this act?

Sec. 8 (11) states that "Notwithstanding any other provision of this act, a provider possessing a franchise or operating with the consent of a municipality to provide and that is providing cable services within a metropolitan area is subject to an annual maintenance fee of 1 cent per linear foot of public right-of-way occupied by the provider's facilities within the metropolitan area." Cable providers that also provide telecommunication services fall within this provision of the act, however cable providers that only provide cable television service are exempt from this provision.

Is the rate cap designed to apply to the CLECs?

Act 48 defines an ILEC by incorporating the definition contained in the Federal Telecommunications Act. 47 U.S.C. 251 (h) defines an ILEC as an entity that was providing telephone exchange service on 2/8/96. Consequently, the portion of Sec. 8 (6) of Act 48 that refers to ILECs would be applicable to those entities providing telephone exchange service on 2/8/96. All others would be providers as referenced in

Sec. 8 (6) (b), which states that “for all other providers in an exchange, the fee per linear foot for the provider’s facilities located in the public right-of-way in that exchange shall be the same as that of the incumbent local exchange carrier.” For purposes of this section, Allband Communications Cooperative is also considered an ILEC.

How many days does a Municipality have to approve or deny a permit for access to a public right-of-way?

45 days. (Sec. (15(3))

Is a permit required for new construction?

Yes. In addition, a one-time \$500 application fee (Sec. 6(4) must be paid to the Municipality along with a route map to both the Commission and the Municipality within 90 days of the full completion of the construction (Sec. 6(7)).

How does the permit process work?

A provider using or seeking to use public rights-of-way in a metropolitan area for its telecommunication facilities shall obtain a permit from the Municipality and pay all fees required under the act.

Authorizations or permits previously obtained from a Municipality satisfy the permit requirement of this section (Sec. 5(1))

What if a township also requires a provider to get approval of the county, how does Act 48 apply?

P.A. 48 is silent as to the role of the counties; however, providers must also comply with any county requirements for a permit to work within the county road right of way.

Where and in what format do the municipalities send the route maps as required by the Act under section 6(8)?

Within 90 days after the substantial completion of construction of new facilities in a municipality, a provider shall submit route maps showing the location of the telecommunication facilities to both the commission and the affected municipalities (Section 6(7) of Act 48).

Route maps shall be submitted in electronic form. If the provider is not able to provide electronic maps, the provider must seek a waiver from the Commission. A request for a waiver shall include all necessary supporting documentation. If a municipality does not have electronic capabilities, the municipality and the provider should work out an acceptable agreement

(<https://mi-psc.force.com/s/case/500t0000008eersAAA/>).

Also see the METRO authority Route Map Minimum Requirement Instructions/Guidelines issued in 2008:

https://www.michigan.gov/documents/mpsc/Route_Map_Minimum_Requirements_480716_7.pdf

Who must acquire a permit? And where?

All providers “owning telecommunications facilities located within a public right of way”, excluding a federally licensed provider of commercial mobile radio service as defined in the FTA, 47 U.S.C. 332, and service provided by any wireless two way communication device as described on section 2(k) of PA 48 of 2002, must acquire a permit from municipalities where facilities are located.

Providers who *lease* telecommunication facilities, must they obtain a permit also?

No, the MPSC has determined that only telecommunications providers that *own* telecommunication facilities must obtain a permit. See Docket U-14878 (<https://mi-psc.force.com/s/case/500t0000008ef89AAA/>)

If a provider has a permit issued under the Michigan Telecommunications Act (MTA) prior to Act 48 of 2002, must the provider still file for a METRO permit?

No, a provider with an active permit under the MTA satisfies the METRO Act's permit requirements.

What was the deadline for filing a permit for providers with facilities in place at the time of enactment of the METRO Act?

Providers without permits had until May 1, 2003 to apply for a permit for facilities in place at the time of the enactment of the METRO Act. The METRO Authority extended the deadline to October 27, 2003 for a few providers at their request.

If a provider fails to file a permit, what are the consequences?

No access to public right-of-way and subject to fines under section 18(2) of the Act. In addition, the provider may be trespassing and may be subject to civil infraction penalties.

How will a provider know whether a municipality is in compliance with the act or not?

"The municipalities shall provide each provider affected by the fee a copy of the resolution or ordinance" as adopted by the municipality in compliance with section 14(1) of PA 48 of 2002. In addition, the Local Community Stabilization Authority (formerly METRO Authority) has a list of all ineligible municipalities under determination number 8 on its website at http://www.localcommunitystabilizationauthoritymi.gov/wp-content/uploads/2015/05/mun_not_opted_in_web_page_144446_7.pdf

If a municipality "opts out," must the provider still file a permit with that municipality?

Yes, and the provider is still obligated to comply with any other existing rules and regulations.

Must cable companies providing telecommunications services file a permit?

A separate provision for cable franchise holders under section 8(11) of PA 48 of 2002 allows for an alternative agreement to satisfy the permit requirements.

Who is exempt from filing a permit?

A governmental entity, educational institution or utility, who does not provide telecommunication service to outside third parties for compensation, as specified in section 8(18,19,20) of PA 48 of 2002 is exempt from filing a permit.

What do providers get in return?

They will receive relatively uniform treatment among Michigan municipalities including a safe harbor permit to streamline the permit process. If there is no agreement between both parties, the matter is submitted to mediation and, if not resolved in that manner, the Michigan Public Service Commission will decide.

What's the difference between the unilateral permit and the bilateral permit?

The bilateral permit is a signed contractual agreement for up to 30 years (initial 15 years with a possibility of another 15 year extension). The unilateral permit is issued by a municipality and is for 5 years or less.

What are the fees associated with this permit?

There will be a \$500 one time application fee paid to the municipality by all providers for permits submitted to municipalities after October 27, 2003. (Providers such as AT&T Michigan and Frontier, fka Verizon were grandfathered and exempt from paying the \$500 application fee for the initial phase of this process until October 27, 2003 under Sec. 5(3) of PA 48 of 2002). Also, an annual maintenance fee is paid by providers to the Local Community Stabilization Authority (formerly METRO Authority) who distributes the monies to the various municipalities pursuant to Section 8 of the METRO Act. For further details, please refer to the LCSA's determination number 3 at

http://www.localcommunitystabilizationauthoritymi.gov/wp-content/uploads/2015/05/Determination_No_126181_7_3.pdf

What telecommunication facilities are included in the assessment of linear feet?

PA 48 OF 2002 defines "telecommunication facilities" as "the equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication facilities or facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in section 332(d) of part I of title III of the communications act of 1934, chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 C.F.R. 20.3, and service provided by any wireless, 2-way communication device."

For Telecommunication providers who share facilities, how does the Local Community Stabilization Authority (formerly METRO Authority) assess their fees?

Providers sharing poles, trenches, etc...may be entitled to a 40% discount of their fees. The discount applies only to new facilities installed on or after November 1, 2002 pursuant to shared use agreements executed after November 1, 2002.

How and when will the collected fees be distributed to the municipalities?

100% of the collected funds will be distributed back to the municipalities by May 31 of each year. Cities and villages will receive 75% using section 13 of PA 51 of 1951 formula. Townships will receive 25% based on the total linear feet of right-of-way in the township as specified in section 11 of PA 48 OF 2002.

When and how must the municipalities "opt in"?

The municipalities initially had to "opt in" by December 31, 2003. However, if the municipalities wished to receive a payment by May 2003, the METRO Authority strongly encouraged the municipalities to be in compliance by April 29, 2003. The municipalities had to send the METRO Authority as well as the providers (section 13(4) of PA 48 of 2002) a resolution or ordinance stating their decision to comply with the METRO Act. In addition, the municipality had to modify "any fees charged to providers after November 1, 2002 relating to access to and usage of the public rights of way to an amount not exceeding the amount of fees and charges required under this Act." Subsequently, PA 130 of 2008 allowed municipalities which had not previously "opted in" to do so. For further details, please refer to the Local Community Stabilization Authority's (formerly METRO Authority) Determination number 8 at

http://www.localcommunitystabilizationauthoritymi.gov/wp-content/uploads/2015/05/mun_not_opted_in_web_page_144446_7.pdf

If a municipality decides to “opt out”, what will happen?

The municipalities that “opt out” will not be eligible to receive any funds from the Local Community Stabilization Authority (formerly METRO Authority). The municipality will then be required to use its existing permit agreements with telecom providers. At such time as the permit expires, it will be unable to charge fees.

How can a municipality verify they are in compliance with the Local Community Stabilization Authority (formerly METRO Authority)?

Contact the LCSA (via the Michigan Municipal Services Authority):

Phone: 269-888-3732

Email: director@lcsami.gov

Or Kristen Delaney at 734-726-4113

admin@lcsami.gov

Would MDOT improvements, sidewalks, and management tool software be considered “rights-of-way related purposes”?

These items can be considered “rights-of-way related purposes” if they comply with section 10(4) of PA 48 of 2002.

Could insurance be purchased instead of a bond?

The METRO Act clearly specifies “a municipality may require as a condition of the permit that a bond be posted by the provider, which shall not exceed the reasonable cost to ensure that the public right-of-way is returned to its original condition during and after the provider’s access and use.” (Sec. 19(2)(c) of PA 48.

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2021

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN

For use by a FOREIGN LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Application:

1. The name of the limited liability company is:

123.NET, LLC

2. (Complete this item only if the limited liability company name in item 1 is not available for use in Michigan.)

The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

3a. It is organized under the laws of:

Country: USA - United States
State: DE - Delaware

3b. The date of its organization is: 07/09/2024

4. The duration of the limited liability company if other than perpetual is:

5. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:

Street Address: 24700 NORTHWESTERN HWY
Apt/Suite/Other: SUITE 700
City: SOUTHFIELD
Country: Zip Code: 48075
State: MI

6. The Street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

a. Resident Agent Name: JAMES KANDLER, CHIEF OPERATING OFFICER
b. Street Address: 24700 NORTHWESTERN HWY
Apt/Suite/Other: SUITE 700
City: SOUTHFIELD
State: MI Zip Code: 48075

c. Registered Office Mailing Address:

P.O. Box or Street Address: 24700 NORTHWESTERN HWY
Apt/Suite/Other: SUITE 700
City: SOUTHFIELD
State: MI Zip Code: 48075

8. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the

exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: **(Must be different than the resident agent)**

Name: NICOLAS SABET
Street Address: 2101 L STREET NW
Address 2 :
City : WASHINGTON
Country : United States Zip Code: 20037
State: DC

9. The specific business which the limited liability company is to transact in Michigan is as follows:

123.NET, LLC IS A FIBER INTERNET SERVICE PROVIDER HEADQUARTERED IN SOUTHFIELD, MI.

The document shall be signed by a person with the authority to do so under the laws of the jurisdiction or its organization.

Signed this 22nd Day of August, 2024 by:

Signature	Title	Title if "Other" was selected
James Kandler	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "123.NET, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF JULY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



4165945 8300

SR# 20243092140

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK". Below the signature is a horizontal line, and underneath the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203884457

Date: 07-09-24

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the APPLICATION FOR CERTIFICATE OF AUTHORITY TO
TRANSACTION BUSINESS IN MICHIGAN
for

123.NET, LLC

ID Number: 803263000

received by electronic transmission on August 22, 2024 **, is hereby endorsed.**

Filed on August 22, 2024 **, by the Administrator.**

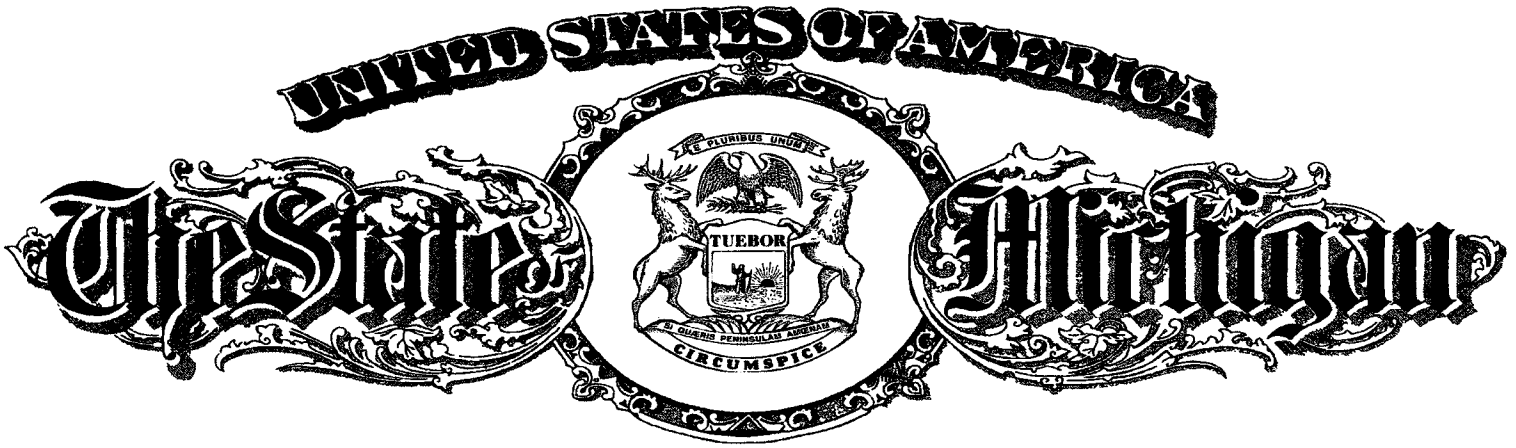
The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of August, 2024.

Linda Clegg

**Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

123.NET, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on August 22 , 2024, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of September , 2024.

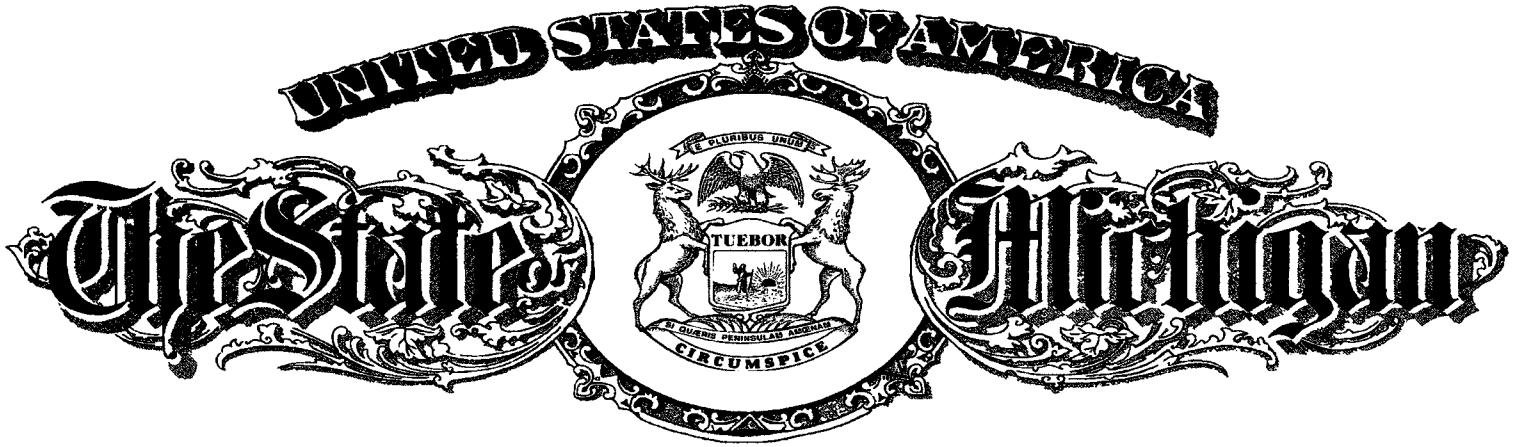
Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24090150704

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

123.NET, LLC

a FOREIGN LIMITED LIABILITY COMPANY existing under the laws of the state of Delaware

*was validly authorized to transact business in Michigan on the 22nd day of August, 2024,
in conformity with 1993 PA 23.*

*Said company is authorized to transact in this state any business of the character set forth in its application
which a domestic company formed under this act may lawfully conduct. The authority shall continue as
long as the company retains its authority to transact such business in the jurisdiction of its organization, its
authority to transact business in this state has not been suspended or revoked, and the company has not
surrendered its authority to transact business in this state.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 22nd day of August, 2024.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2024

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

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

PRODUCER MARSH USA LLC. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
CN143139682--24-25	INSURER A : CNA	
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** ATL-005796499-01 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			7094234901	08/30/2024	08/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7094234882	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7094234915	08/30/2024	08/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7094234896	08/30/2024	08/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			7094234901	08/30/2024	08/30/2025	Tenants Improvements 250,000 Leased and Rented Equipment 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Where required by written contract Genoa Charter Township are additional insureds for General Liability (GL) as respects to ongoing & completed operations on a primary and non-contributory basis and additional insured with respects to Automobile Liability & Pollution Liability. GL, Auto, Pollution & Workers Comp policies include waiver of subrogation on behalf of the certificate holder as required by written contract and where allowed by law. Umbrella/Excess liability coverages follows form over GL, Auto and Employers Liability subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER Genoa Charter Township 2911 Dorr Rd Brighton, MI 48116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED 123.Net, LLC 24700 Northwestern Hwy Ste 700 Southfield, MI 48075	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Liability:

Carrier: Illinois Union Insurance Company

Policy Number: G48740650001

Effective Date: 08/30/2024

Expiration Date: 08/30/2025

Limit: \$1,000,000

VIII. LOSS PAYEES AND MORTGAGEES**A. Loss Payees**

If there is loss of or damage to **insured property**, in which the **Named Insured** and any Loss Payee, whether or not named in the **Schedule of Loss Payees or Mortgagees**, have an insurable interest:

1. the Insurer will adjust losses with the **Named Insured**, and
2. make payments jointly to the **Named Insured** and such Loss Payee, in their order of precedence, in accordance with the Loss Payee's financial interest in the applicable property.

If the Insurer pays such Loss Payee, such payments will satisfy the **Named Insured's** claims against the Insurer for that Loss Payee's property. The Insurer will not pay such owners more than their financial interest in the **insured property**.

B. Lender Loss Payees and Mortgagees

1. As used in this Section:
 - a. a Lender Loss Payee is any creditor who is shown on the **Schedule of Loss Payees or Mortgagees** as a Lender Loss Payee and whose interest in **insured property** is established by a written instrument including warehouse receipts, bills of lading, financing statements or security agreements;
 - b. a Mortgagee is any mortgagee or trustee who is shown on the **Schedule of Loss Payees or Mortgagees** as a Mortgagee with respect to the **real property** for which the mortgagee or trustee is named.
2. The Insurer will pay for covered loss or damage to each specified Lender Loss Payee or Mortgagee, in order of precedence, in accordance with the Lender Loss Payee's or Mortgagee's financial interest in the applicable property.
3. Each Lender Loss Payee and Mortgagee has the right to receive loss payment, even though:
 - a. the Insurer denied the **Named Insured's** claim because the **Named Insured** failed to comply with the terms of this Policy; or
 - b. such Lender Loss Payee or Mortgagee has started foreclosure or similar action on the **insured property**, provided such loss payee:
 - i. pays any premium due under this **Business Property Coverage Part** at the Insurer's request if the **Named Insured** has failed to do so;
 - ii. submits a signed, sworn proof of loss in accordance with the requirements of this Policy; and
 - iii. has notified us of any change in ownership, or substantial change in risk known to such Lender Loss Payee or Mortgagee.

If these requirements are met, all of the terms of this **Business Property Coverage Part** will then apply directly to such Lender Loss Payee or Mortgagee.

4. With respect to any Lender Loss Payees or Mortgagees:
 - a. The Insurer may cancel this Policy, including the interest of any Lender Loss Payee or Mortgagee, by giving such Lender Loss Payee or Mortgagee, or its agent, written notice:
 - i. 10 days prior to the effective date of cancellation, if cancellation is for nonpayment of premium; or
 - ii. 60 days prior to effective date of cancellation, if cancellation is for any other reason.

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First Party Terms and Conditions

- b. If a loss hereunder is made payable, in whole or in part, to a designated Lender Loss Payee or Mortgagee not named in this Policy, that interest may be cancelled by giving to such loss payee 10 days written notice of cancellation.
- c. If the Insurer pays the Lender Loss Payee or Mortgagee for loss under this **Business Property Coverage Part**, and denies payment to the **Named Insured**, the Insurer will, to the extent of the payment made to such Lender Loss Payee or Mortgagee, be subrogated to all the rights of the Lender Loss Payee or Mortgagee. However, any subrogation by the Insurer will not impair the right of such Lender Loss Payee or Mortgagee to recover the full amount of its claim. At the Insurer's option, the Insurer may pay the whole principal of the **Named Insured's** debt plus accrued interests. In this event, the **Named Insured** will pay its remaining debt to the Insurer.
- d. If the **Named Insured** fails to provide proof of loss, the Lender Loss Payee or Mortgagee, upon notice, will render proof of loss within 60 days of notice and will be subject to the provisions contained in this **First Party Terms and Conditions** and **Common Terms and Conditions** relating to **APPRAISAL, LOSS PAYMENT** and **NO SUIT AGAINST INSURER**.

C. Mortgagee Loss Payee

With respect to any Mortgagee as defined above, the interest of the Mortgagee in **real property** will not be invalidated by:

- 1. any act or neglect of the mortgagor or owner of the **real property**;
- 2. foreclosures, notice of sale, or similar proceeding with respect to the **real property**;
- 3. change in the title or ownership of the **real property**; or
- 4. change to an occupancy more hazardous than was represented by the **Named Insured**.

D. Contract of Sale Loss Payee

A Contract of Sale Loss Payee is a person or entity who is shown on the **Schedule of Loss Payees or Mortgagees** and with whom the **Named Insured** has entered a contract for the sale of **insured property**; provided that for such **insured property** in which both the **Named Insured** and such Contract of Sale Loss Payee have an insurable interest, the Insurer will:

- 1. adjust losses with the **Named Insured**; and
- 2. pay any claim for loss or damage jointly to the **Named Insured** and such Contract of Sale Loss Payee, as interests may appear.

E. Building Owner Loss Payee

- 1. A Building Owner Loss Payee is the person or entity who is shown on the **Schedule of Loss Payees or Mortgagees** and is the owner of the described **building** in which the **Named Insured** is a tenant.
- 2. Loss or damage to such **building** will be adjusted with such Building Owner Loss Payee. Any loss payment made to such Building Owner Loss Payee will satisfy the **Named Insured's** claims against the Insurer for such Building Owner Loss Payee property.
- 3. Loss or damage to **tenant's improvements and betterments** **Named Insured**
unless the written lease agreement provides otherwise.

IX. NO BENEFIT TO BAILEE

This insurance shall in no way inure directly or indirectly to the benefit of any transportation carrier or bailee.



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)
Endorsement Effective Date:
Endorsement No: 18; Page: 1 of 5
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7094234882
Policy Effective Date: 08/30/2024
Policy Page: 132 of 610



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 7 94234896

Policy Effective Date: 08/30/2024

Policy Page: 67 of 110



Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

- (a) the **bodily injury** or **property damage**; or
- (b) the offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



Technology General Liability Extension Endorsement

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

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Technology General Liability Extension Endorsement

- 3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
- 2. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional insured such coverage; and
 - c. the bodily injury or property damage results from your work that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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Technology General Liability Extension Endorsement

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

METRO Act Permit Application Form
Revised February 2, 2015

Genoa Charter Township

Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

123.Net, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Genoa Charter Township
Attn: Clerk's Office
2911 Dorr Road
Brighton, MI 48116

Genoa Charter Township

Name of local unit of government

APPLICATION FOR ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY TELECOMMUNICATIONS PROVIDERS

By 123.Net, LLC ("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 09/09/2024

1.2 Applicant's legal name: 123.Net, LLC
Mailing Address: 24700 Northwestern Hwy, Suite 700 Southfield MI, 48075

Telephone Number: 888-440-0123
Fax Number:
Corporate website: www.123.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Amanda Griffith, Director of Design & Permitting
Mailing Address: 24700 Northwestern Hwy, Suite 700 Southfield MI, 48075

Telephone Number: 248-228-8286
Fax Number: _____
E-mail Address: permits@123.net

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; **Delaware**

1.5.2 Date of incorporation/formation; **2024**

1.5.3 If a subsidiary, name of ultimate parent company; **123.Net Holdings, LLC**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

James Kandler, Dan Irvin, Stefania Stoenica, Simona Anton

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: _____

Applicant is unaware of any present or potential conflicts of interest

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes **No**

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Applicant is a CLEC

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. **123.Net, Inc provides Aerial and Underground installation of fiber optic cable inside 1.25" HDPE conduit using methods such as directional boring or trenching.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). **Construction approval is not sought at this time. New routes will be submitted for Right of Way permits.**

2.4 Please provide an anticipated or actual construction schedule. **We would like to begin construction as soon as possible after submission of ROW permit application and plans.**

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

123.Net, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

123.Net, LLC, 888-440-0123, support@123.net

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office;
24700 Northwestern Hwy, Southfield MI, 48075
- 3.2 Location of all records and engineering drawings, if not at local office;
24700 Northwestern Hwy, Southfield MI, 48075
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;
**Amanda Griffith, Director of Design & Permitting
248-228-8286 permits@123.net 24700 Northwestern Hwy, Suite 700, Southfield, MI 48075**

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

- 3.4.1 Worker's compensation;
- 3.4.2 Commercial general liability, including at least:
 - 3.4.2.1 Combined overall limits;
 - 3.4.2.2 Combined single limit for each occurrence of bodily injury;
 - 3.4.2.3 Personal injury;
 - 3.4.2.4 Property damage;
 - 3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;
 - 3.4.2.6 Independent contractor liability;
 - 3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);
 - 3.4.2.8 Environmental contamination;
- 3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles

used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance, and operation of Applicant's facilities in the Public Ways.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

123.Net, LLC

09/10/2024
Date

By: Amanda Griffith

Type or Print Name: Amanda Griffith

Title: Director of Design & Permitting

S:\metroapplicationform.doc

METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean **123.Net, LLC.**, a corporation organized under the laws of the State of Michigan whose address is **24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075.**
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Mayor/Manager/Supervisor/Village President or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Genoa Charter Township, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is
- 24700 Northwestern Hwy, Suite 700, Southfield MI, 48075**
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local

office, the location address, phone number and contact person (title or department) for them is:

**123Net, LLC
24700 Northwestern Hwy, Suite 700 Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting**

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities

is: **123Net, LLC
24700 Northwestern Hwy, Suite 700 Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting**

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

**123Net, LLC
24700 Northwestern Hwy, Suite 700 Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting**

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

888-440-0123

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by

any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or

(when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 **Removal; Underground.** As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.
- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.
- 10.2 **Removal; Above Ground.** As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 **Schedule.** The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 **Assignment.** Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any

defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to _____

with a copy to _____

12.1.2 If to Company, to **Permitting Department 24700 Northwestern Hwy, Suite 700, Southfield, MI 48075**

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.



Attest:
By: _____

By: _____
Printed: _____
Its: _____
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

123.Net, LLC

By: Amanda Griffith
Printed: Amanda Griffith
Its: Director of Design & Permitting
Date: 09/10/2024

::ODMA\PCDOCS\GRR\7593196

Exhibit A - High-level Route Map

FRO Act
NET, LLC & Genoa Charter Township
4/09/05

Legend

- Aerial Present - 0 ft
- Aerial Proposing - 5,539 ft
- Conduit = AT&T
- Private Property
- Underground Present - 0 ft
- Underground Proposing - 39,628 ft



Google Earth
2024 Airbus

Board Correspondence

Polly

From: Polly
Sent: Tuesday, October 1, 2024 11:11 AM
To: 'dkm09251958@gmail.com'
Subject: RE: sidewalk along Grand River Ave. between Lake Edgewood and Collingwood St.

Thank you, Dan. I will bring your correspondence and pictures to the Township Board at our next meeting this coming Monday.

Paulette Skolarus, Clerk



Genoa Charter Township
2911 Dorr Rd
Brighton, MI 48116
(810)227-5225

polly@genoa.org
www.genoa.org

From: dkm09251958@gmail.com <dkm09251958@gmail.com>
Sent: Thursday, September 26, 2024 10:48 AM
To: Polly <pskolarus@genoa.org>
Cc: Cecelia McClure <cecilia.mcclure@yahoo.com>
Subject: sidewalk along Grand River Ave. between Lake Edgewood and Collingwood St.

Hello Polly,

My Mom mentioned that I could send you the photos I've taken of the unsafe situation that exists on the sidewalk that was installed a few years back along Grand River. There are a couple of spots where dirt and mud from the hillside above the sidewalk have washed down during heavy rainfalls. The problem is when the mud reaches the sidewalk it has no place to go. The retaining wall that holds the railing in place prevents the mud from being able to eventually disperse further down the hillside. I can attest that the mud in these spots is extremely slippery as I have nearly fallen a few times when I tried to walk gingerly through the quagmire. I now step up to the railing ledge and walk along that until I am clear of the mud. The sidewalk area in question is basically across the street from the Champion Buick / GMC dealership. Here are a number of photographs I've taken recently. The water in the mud basically never dries up. It really is an unsafe situation and someone could get injured should they slip and fall while walking through this spot. Thank you for looking into this.

Best –
Dan McClure





