

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

April 21st, 2008

6:30 p.m.

AGENDA

Call to Order

Pledge of Allegiance

Call to the Public

Approval of Consent Agenda:

1.Payment of Bills

2.Approval of Minutes: 4-7-08

3.Request for approval of Livingston Wireless Internet Interlocal agreement with Livingston County subject to review by the Township Attorney.

Approval of Regular Agenda:

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: April 21, 2008

TOWNSHIP GENERAL EXPENSES; Thru April 21, 2008	\$156,798.89
April 18, 2008 Bi-Weekly Payroll	\$32,896.49
OPERATING EXPENSES; Thru April 21, 2008	\$143,626.60
TOTAL:	<u>\$ 333,321.98</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
9501	AETNA LI	Aetna Life Insurance & Annuity	04/18/2008	25.00
9502	EFT-FED	EFT- Federal Payroll Tax	04/18/2008	8,137.07
9503	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/18/2008	620.08
9504	FIRST NA	First National Bank	04/18/2008	21,905.15
23914	A T & T	A T & T	04/14/2008	88.72
23915	COMCAST	COMCAST	04/14/2008	94.03
23916	ADT	ADT Security Services, Inc.	04/21/2008	223.22
23917	Administ	Total Administrative Services	04/18/2008	357.67
23918	Equitabl	Equivest Unit Annuity Lock Box	04/18/2008	620.00
23919	SOM-TRE	State Of Mich- Dept Of Treasur	04/18/2008	1,231.52
23920	AMER IMA	American Imaging, Inc.	04/21/2008	301.22
23921	AmerAqua	American Aqua	04/21/2008	20.00
23922	ATT& IL	AT&T	04/21/2008	666.35
23923	BLUE CRO	Blue Cross & Blue Shield Of Mi	04/21/2008	16,689.71
23924	BUS IMAG	Business Imaging Group	04/21/2008	67.26
23925	Coffman	Coffman Electrical Equipment	04/21/2008	651.00
23926	CONSUMER	Consumers Energy	04/21/2008	727.62
23927	CONTINEN	Continental Linen Service	04/21/2008	105.65
23928	COOPERST	Cooper's Turf Management LLC	04/21/2008	2,830.00
23929	CRAMPTON	Crampton Electric Co., Inc.	04/21/2008	252.90
23930	Decorati	The Decorating Center	04/21/2008	571.20
23931	DTE ENER	DTE Energy	04/21/2008	998.93
23932	FED EXPR	Federal Express Corp	04/21/2008	52.32
23933	GANNETT	Gannett Michigan Newspapers	04/21/2008	413.50
23934	GBS INC	Governmental Business Systems	04/21/2008	70.72
23935	GORDONFO	Gordon's Food Services	04/21/2008	117.35
23936	HEIKKINE	Heikkinen Law Firm	04/21/2008	4,100.00
23937	LINDHOUT	Lindhout Associates Architects	04/21/2008	740.09
23938	MASTER M	Master Media Supply	04/21/2008	142.37
23939	MI Soc P	Michigan Association of Planni	04/21/2008	125.00
23940	Mister R	Mister Rubbish	04/21/2008	720.00
23941	MPA	Lawrence R. Heslip	04/21/2008	1,211.00
23942	Net serv	Network Services Group, L.L.C.	04/21/2008	225.00
23943	Perfect	Perfect Maintenance Cleaning	04/21/2008	783.00
23944	PFEFFER	Pfeffer, Hanniford, Palka	04/21/2008	2,450.00
23946	Tetra Te	Tetra Tech Inc	04/21/2008	5,609.82
23947	VERIZONW	Verizon Wireless	04/21/2008	384.42
23948	WASTE MA	Waste Management	04/21/2008	68,500.00
23949	WESTSHOR	West Shore Services, Inc.	04/21/2008	13,800.00
23950	StatMi	State of Michigan	04/21/2008	170.00

Report Total: 156,798.89

**First National
Direct Deposit
APRIL 18, 2008
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,003.67
Amy Ruthig		\$1,108.37
Angela Williams		\$241.00
Barb Kries		\$961.57
Carol Hanus		\$1,176.68
Cinthia Howard		\$284.92
Dave Estrada		\$1,008.66
Deborah Rojewski		\$2,170.87
Genoa Township	\$21,905.15	
Greg Tatara		\$2,199.48
Judith Smith		\$1,121.24
Karen J. Saari		\$902.85
Kelly VanMarter		\$1,899.34
Laura Mrocza		\$1,219.09
Mary Krencicki		\$743.92
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$432.97
Tammy Lindberg		\$919.57
Total Deposit		\$21,905.15

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: sue
Printed: 04/14/2008 - 11:50
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23917	Administ	Total Administrative Services	04/18/2008		357.67
				Check 23917 Total:	357.67
9501	AETNA LI	Aetna Life Insurance & Annuity	04/18/2008		25.00
				Check 9501 Total:	25.00
9502	EFT-FED	EFT- Federal Payroll Tax	04/18/2008		3,512.41 1,874.04 1,874.04 438.29 438.29
				Check 9502 Total:	8,137.07
9503	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/18/2008		620.08
				Check 9503 Total:	620.08
23918	Equitabl	Equivest Unit Annuity Lock Box	04/18/2008		620.00
				Check 23918 Total:	620.00
9504	FIRST NA	First National Bank	04/18/2008		275.00 2,125.00 19,505.15

Check 9504 Total: 21,905.15

23919 SOM-TRE State Of Mich- Dept Of Treasur 04/18/2008 1,231.52

Check 23919 Total: 1,231.52

Report Total: 32,896.49

4:00 PM

**#592 OAK POINTE WATER/SEWER FUND
PAYMENT OF BILLS
April 1 - 21, 2008**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
04/07/2008	982	Gregory Tatara	Reimburse expense/supplies	-110.00
04/08/2008	983	DTE ENERGY	electrical expense	-6,768.78
04/08/2008	984	USA Bluebook	supplies	-1,899.75
04/08/2008	985	WASTE MANAGEMENT	rubbish expense	-96.38
04/08/2008	986	DUBOIS COOPER ASSOCIATES, INC	Inv#98417	-1,737.62
04/08/2008	987	K & J Electric, INC	Northshore Pump House #4387ᄢ	-939.00
04/08/2008	988	TELECOM WIRING INC	Inv#2079	-290.00
04/08/2008	989	HOWELL RENTAL	trencher-rental	-40.00
04/08/2008	990	LAB SAFETY SUPPLY, INC	Product 116111	-69.67
04/08/2008	991	WATER MASTERS LLC	supplies	-786.00
04/15/2008	992	ABE'S AUTO GLASS INC	551370 INV#	-40.00
04/15/2008	993	AT & T	03/22 TO 4/21/08	-354.11
04/15/2008	994	BRIGHTON ANALYTICAL LLC	lab costs	-2,163.50
04/15/2008	995	EAST JORDAN IRON WORKS	INV#3023678	-2,670.28
04/15/2008	996	FIRST IMPRESSIONS PRINT & MARKETING	INV#40139	-202.29
04/15/2008	997	HACH Company	INV#5672652	-145.15
04/15/2008	998	MASTER MEDIA SUPPLY	supplies-OP-Water Plant	-16.95
04/15/2008	999	MPA TRUCKING	snow plowing & salting	-195.00
04/15/2008	1000	NORTHWEST PIPE AND SUPPLY, INC.	supplies	-101.91
04/15/2008	1001	SECURITY LOCK SERVICE,,INC	INV#Q3722	-1,896.00
04/15/2008	1002	USA Bluebook	Inv#566438	-26.34
TOTAL				-20,548.73

4:12 PM
04/16/08

**#592 OAK POINTE WATER/SEWER FUND
PAYMENT OF BILLS
CAPITAL IMPROVEMENTS
April 1 - 21, 2008**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
04/07/2008	1011	GREG TARARA	Reimburse supply exp	-50.00
04/16/2008	1013	TETRA TECH, INC.	project#200-12736-08011	-9,800.00
TOTAL				-9,850.00

4:35 PM
04/16/08

**#595 PINE CREEK W/S FUND
PAYMENT OF BILLS
April 1 - 21, 2008**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/08/2008	2019	City of Brighton	-36,730.90
TOTAL			-36,730.90

#593 LAKE EDGEWOOD W/S FUND
PAYMENT OF BILLS
April 1 - 21, 2008

Date	Num	Name	Memo	Amount
04/08/2008	1284	DTE Energy	Electric Service 03/01 - 03/31/2008	-730.93
04/08/2008	1285	Consumers Energy	Gas Service-02/29 -03/31/2008	-1,080.04
04/08/2008	1286	Telecom Services, Inc.	Inv#2078	-290.00
04/08/2008	1287	City Of Brighton	1/1/ - 3/31/2008 Water	-18,783.56
04/15/2008	1288	Brighton Analytical L.L.C.	lab costs	-1,771.00
04/15/2008	1289	DTE Energy	Electric Service 02/29/08-03/31/2008	-3,218.26
04/15/2008	1290	GENOA TWP-LAKE EDGEWOOD OPERATING	7817 BENDIX	-17.11
04/15/2008	1291	WASTE MANAGEMENT OF MICHIGAN	LE- WWTP	-315.00
04/16/2008	1292	AT&T	4/7/ THRU 5/6/08	-219.47
TOTAL				-26,425.37

04/16/08

#503 DPW UTILITY FUND
PAYMENT OF BILLS
April 1 - 21, 2008

Date	Num	Name	Memo	Amount
04/09/2008	1001	CAVALIER	Account#2119355	-11.12
04/09/2008	1002	Pfeffer-Hanniford-Palka	Office Trailer Rental	-1,300.00
04/09/2008	1003	McDonald Modular Solutions	UB-103 Laser Utility Bills Order#69556	-375.00
04/09/2008	1004	Muzzall Graphics	Member ID#1789194	-292.15
04/09/2008	1005	Water Environment Federation	MHOG QTR BILLING	-87.00
04/15/2008	1006	U.S. POSTMASTER	SRO INV# STES 2035400	-1,243.32
04/16/2008	1007	SEVERN TRENT, INC		-318.90
04/16/2008	1008	R&T UTILITIES	INV#1523604/1520241/1520261	-700.00
04/16/2008	1009	ETNA SUPPLY	INV#031070	-44,317.62
04/16/2008	1010	HOWELL TRUE VALUE HARDWARE	3/11/ & 3/12/08	-118.55
04/16/2008	1011	NORTHWEST PIPE & SUPPLY	INV#468001	-446.63
04/16/2008	1012	NORTHWEST ENERGY	ACCT#99000 641641 8	-548.85
04/16/2008	1013	LOWE'S		-312.46
TOTAL				-50,071.60

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
April 7, 2008

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. the Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Robin Hunt, Todd Smith, Steve Wildman, Jean Ledford and Jim Mortensen. Also present were Township Manager Michael Archinal and three people in the audience.

Call to the Public

A call to the public was made with no response.

Approval of Consent Agenda:

Moved by Ledford, supported by Smith to move item #3 Newsletter Articles to the regular agenda as item 7 for discussion and to approve the balance of the consent agenda including items 1, 2, 4(a) and 4(b). The motion carried unanimously.

1. Payment of Bills.
2. Approval of Minutes of 3/17/08
4. (a) Approval of a contract with Tetra Tech in the amount of \$32,500 for 2008 Road Improvement Design and Construction Phase Services.
4. (b) Consider approval of a contract with the Livingston County Road Commission for Pardee Lake Road Drainage Improvement.

Approval of Regular Agenda:

Moved by Mortensen, supported by Smith, to approve for all action items listed under the Regular Agenda and adding item #7 consideration of newsletter articles for the April publishing. The motion carried unanimously.

5. Approval of annual budget for the 2008 Tax Allocation Board.

Moved by Smith, supported by Mortensen, to approve the Tax Allocation Board annual budget subject to review by the Township Auditor. The motion carried unanimously.

6. Consider request for a sewer extension for a 20 ± acre parcel in Section 11 (Tax I.D. 11-11-100-016).

Dale Cooper made a presentation on the owner's behalf. The Health Department has performed a percolation test and the soils are not appropriate for on-site septic. At one

time the property was contemplated as a future phase of the adjacent Woodland Springs subdivision and included 63 units. They are no longer pursuing this number and are only interested in splitting the property into 7 parcels in accordance with the land division act. Mr. Cooper feels that this property is unique and will not set a precedent for future sewer extensions.

Supervisor McCririe state that the consideration of adding this phase to the adjacent subdivision would only be given if it was under the ownership and control of the developer of Woodland Springs.

Mr. Cooper stated he was not familiar with that condition and asked if it was written anywhere.

Supervisor McCririe stated that staff has met with the property owner and that the message has consistently been no. It is not incumbent upon the Township to make all lots buildable by providing sewer.

Mr. Cooper asked if 7 units of capacity were available in the sewer system.

Supervisor McCririe stated that the system is not at capacity but all units are assigned to assessed properties.

Treasurer Hunt asked if the Engineers had analyzed this request.

Mr. Cooper stated that they thought it would be premature to spend money on engineering until they had a sense of what direction the Township Board would take.

Trustee Smith asked if all alternative have been exhausted and if they would be able to place building footings because of the high water table.

Mr. Cooper stated that because of the high water table other alternatives are prohibitive.

Mr. Smith stated that if there are no other alternatives he could support the extension of sewer to accommodate one home on the property. Treasurer Hunt concurred with this statement.

Mr. Cooper stated that he would like time to consult with his client and engineer and will communicate with the Township at a future date.

Moved by Smith, supported by Wildman, to table this matter at the petitioner's request. The motion carried unanimously.

7. Consideration of newsletter articles for the April publishing.

Mr. Mortensen reviewed the article regarding the status of Wireless Livingston. The first paragraph is missing the word, "tower" after water. Also the last line of this paragraph

should be deleted. The word, “nearly” should be included before 36 square miles. Generally Mr. Mortensen believes the article has an unnecessary apologetic tone and should be rewritten as a brief status report and a reference to the Wireless Livingston website.

Mr. Smith suggested that we add an article about large item sticker purchase and that the siren article include a testing schedule so that residents will know when to expect the noise.

The Board concurred with these general directions.

Correspondence:

There was no correspondence.

Member Discussion:

There was no member discussion.

The meeting was adjourned at 7:08 p.m.

Respectfully Submitted:

Michael C. Archinal
Township Manager

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Manager. *MA*

DATE: 4/18/09

RE: Wireless Livingston Agreement

Please find attached an agreement between Livingston County and Genoa Charter Township. This agreement is related to the agreement you approved several weeks ago that permits the contractor access to Township assets. The agreement before you this evening essentially describes the County's role as a clearing house for pooled community assets and obligates the Township to waive any fees associated with the location of wireless infrastructure on Township assets. The Township Attorney has not yet reviewed this document. Any approval should be subject to such a review. Please consider the following action:

Moved by _____, supported by _____, to approve the Wireless Livingston Agreement between Livingston County and Genoa Charter Township subject to review by the Township Attorney.

**WIRELESS LIVINGSTON AGREEMENT
BETWEEN
LIVINGSTON COUNTY
AND
GENOA CHARTER TOWNSHIP**

This Agreement ("the Agreement") is made between Livingston County, a Constitutional and Municipal Corporation, 304 E. Grand River, Howell, Michigan 48843 ("County"), and the **Genoa Charter Township 2911 Dorr Road, Brighton Michigan 48116** ("Municipality"). In this Agreement the County and the Municipality may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the County and the Municipality enter into this Agreement for the purpose of delineating the relationship and responsibilities between the County and the Municipality regarding the Wireless Livingston Initiative. The Wireless Livingston Initiative has the following six goals: (1) Blanket the County with wireless internet service; (2) To break down the digital divide by providing access to all population within Livingston County; (3) To enhance the commercial and residential character of the County by embracing technology in county and local planning practices; (4) To provide a wireless network for the urban, suburban and rural settings; (5) Support economic development and improve the quality of life in the county; (6) Provide a continuing model of cooperation and collaboration between government, business and education.

Citizens, business entities, and governmental entities will all benefit from this wireless internet service. The citizens of the County will be more prepared to fill high-tech jobs; business entities will be better prepared to compete in the global market; and governmental entities, including Livingston County and the Municipality, will realize increased efficiencies when providing services to their citizens.

Neither the County nor the Municipality will own or operate the wireless internet service. Instead, the County will collect and pool public assets located throughout the County to license to the owner/operator of the wireless internet service in exchange for free wireless internet access at a certain bandwidth. The County will license the use of the collected assets to the owner/operator on a non-exclusive, non-interfering basis. The owner/operator shall not have any permanent or exclusive rights to these public assets.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, as defined herein, whether such Claim is brought in law or equity, tort, contract, or otherwise.
- 1.3. **Contract** means the contract between the County and Contractor and all the properly promulgated amendments. The Contract is attached as Exhibit C.
- 1.4. **Contractor** means the entity selected by the County to install, implement, operate, and maintain the wireless internet service.
- 1.5. **County** means Livingston County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.6. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.7. **Default** means a Party's failure to perform any obligation contained in this Agreement or if the wireless internet service offered pursuant to the Wireless Livingston Initiative ceases to exist.
- 1.8. **Municipality** means the Genoa Charter Township, a Municipal and Constitutional Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.9. **Public Asset(s)** means any real or personal property including but not limited to structures, facilities, antennae, and/or land, owned by the Municipality.
- 1.10. **Wireless Livingston Advisory Board** means the Board that provides advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.

- 1.11. **Wireless Livingston Initiative** means the wireless internet service (as fully described in the Contract) that will blanket all of Livingston County and that will be provided, owned, and operated by the Contractor.
2. **AGREEMENT EXHIBITS**. The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Public Asset License Agreement
 - 2.2. **Exhibit B** – Wireless Livingston Advisory Board
 - 2.3. **Exhibit C** – Contract between the County and Contractor (includes Scope of Work)
3. **COUNTY RESPONSIBILITIES**.
 - 3.1. The Municipality shall provide the County with a list and corresponding map of Public Assets that can be utilized for the Wireless Livingston Initiative.
 - 3.2. The County, specifically the Chairperson of the Board of Commissioners or or his designee, is authorized to execute the License Agreement, attached as Exhibit A to this Agreement, on behalf of the Municipality with the Contractor for use of Public Assets identified in the list from the municipality to be utilized for the wireless internet service.
 - 3.3. Prior to executing the License Agreement(s) for each individual Public Asset to be utilized, the County shall present the Municipality with a map identifying the specific Public Assets to be used and licensed and the Municipality shall handle approval or disapproval of such requests in accordance with its administrative procedures.
 - 3.4. The County shall not request the construction of new towers, buildings or underground facilities through this Agreement.
 - 3.5. The contractor is to provide the free access to the internet at 128 kbps up and down throughout the County and Municipalities. Beyond this service, the County or Municipality shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
 - 3.6. The County shall designate an individual, who works for the County, to be a point of contact and information regarding this Agreement and the Wireless Livingston Initiative. The County shall ensure that the Contractor designates an individual, who works for the Contractor, to be a point of contact and information regarding the Wireless Livingston Initiative.
4. **MUNICIPALITY RESPONSIBILITIES**.

- 4.1. The Municipality shall use its best efforts to assist with the installation and implementation of the wireless internet service, including, but not limited to, waiving any local/municipal permit fees or other fees or local/ municipality costs associated with the installation, implementation, operation, and/or maintenance of the wireless internet service and providing space to locate the wireless equipment at no cost.
- 4.2. There shall be no costs (including, but not limited to, all electrical costs associated with installation and operation of the wireless equipment for wireless internet service) to the Municipality stemming from this Agreement, unless otherwise agreed to in writing by the Municipality.
- 4.3. The contractor is to provide the free access to the internet at 128 kbps up and down throughout the County and Municipalities. Beyond this service, the County or Municipality shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- 4.4. The Municipality shall designate an individual, who works for the Municipality, to be a point of contact and information regarding this Agreement and the Wireless Livingston Initiative.

5. **WIRELESS LIVINGSTON ADVISORY BOARD RESPONSIBILITIES.**

- 5.1. The Wireless Livingston Advisory Board shall provide advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.
- 5.2. The structure, organization, and responsibilities of the Wireless Livingston Advisory Board are set forth in Exhibit B.

6. **CONTRACTOR RESPONSIBILITIES.**

- 6.1. Except as otherwise provided in this Agreement, the installation, implementation, operation, and maintenance of the wireless internet service shall be at the sole cost, expense, and risk of the Contractor.

7. **DURATION OF INTERLOCAL AGREEMENT.**

- 7.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.
- 7.2. Unless extended by mutual, written agreement by both Parties, this Agreement shall remain in effect for six (6) years from the date the Agreement is completely executed by both Parties or until cancelled or terminated by either Party pursuant to Section 9.

8. **ASSURANCES.**

- 8.1. Except as provided in Exhibit A, each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 8.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 8.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including but not limited to, all FCC rules and regulations.

9. **TERMINATION OR CANCELLATION OF AGREEMENT.** The Municipality or the County may terminate or cancel this Agreement upon sixty (60) days written notice, if the other Party Defaults in any obligation contained in this Agreement and within the sixty (60) day notice period the Party failed to cure such Default or failed to take a course of action to cure such Default. The effective date of termination and/or cancellation and the specific Default shall be clearly stated in the written notice. If this Agreement is terminated and/or cancelled, the existing License Agreements executed pursuant to this Agreement shall still be valid.

10. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties and subject to Exhibit A, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

11. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

12. **PERMITS AND LICENSES.** Except as otherwise agreed to by the Parties, or provided for in this Agreement, the Contractor shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to install, own, operate, manage, and maintain the wireless internet service.

13. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

14. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
18. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 18.1. If Notice is sent to the County, it shall be addressed and sent to: Livingston County Department of Information Technology, Director, 304 E. Grand River, Suite 101, Howell, Michigan, 48843 and Chairperson of the Livingston County Board of Commissioners, 304 E Grand River, Howell, Michigan 48843
 - 18.2. If Notice is sent to the Municipality, it shall be addressed to: Genoa Charter Township 2911 Road Road, Brighton, Michigan 48116 .
 - 18.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
19. **DISPUTE RESOLUTION.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to the individuals listed in Section 18 for possible resolution.

The individuals shall promptly meet and confer in an effort to resolve such dispute. If the individuals cannot resolve the dispute in five (5) days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute. If such dispute can not be resolved, the Parties may exercise their remedies at law and/or equity.

20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 44th Judicial Circuit Court of the State of Michigan, the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

21. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, _____ hereby acknowledges that he/she has been authorized by a resolution of the _____, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, Bill Rogers, Chairperson, Livingston County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Livingston County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Livingston County, and hereby accepts and binds the Livingston County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

Bill Rogers., Chairperson
Livingston County Board of Commissioners

WITNESSED: _____ DATE: _____

Sally Reynolds, Clerk/Register of Deeds

EXHIBIT A

Public Assets License Agreement

This **License Agreement** ("License") is made this ___ day of _____, 20__ between the Genoa Charter Township, a Michigan municipal corporation and political subdivision of the State of Michigan, located at 2911 Dorr Road, Brighton, Michigan 48116 ("Township"), and Contractor, **MichTel Communications, LLC** (Michigan Corporate I.D. No. B5046M), located at 10 West Huron, Pontiac, Michigan 48341 ("Licensee").

The Parties agree to the following terms and conditions:

1. **Definitions.** The following words and expressions used throughout this License, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1. *Agreement* means the terms and conditions of this License, the Attachments attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum to this License.
 - 1.2. *Claim* means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Township or Municipality, as defined herein, whether such Claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. *Contract* means the contract between the Township and Licensee and all the properly promulgated amendments.
 - 1.4. *Township* means Genoa Charter Township, a Michigan municipal corporation and political subdivision of the State of Michigan including, but not limited to, all of its departments, divisions, Board of Trustees, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.5. *Day* means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.6. *Equipment* means the access points or their equivalents used to operate the wireless internet service and that will be placed on the Public Assets.
 - 1.7. *Licensee* means Contractor, MichTel Communications, LLC, and all employees, subcontractors, and agents of Licensee.
 - 1.8. *Public Assets* means the real or personal property owned by the Township and specifically described as: insert description of Public Asset
_____.
 - 1.9. *Wireless Livingston Initiative* means the wireless internet service that will blanket

all of Genoa Charter Township which will be provided, owned, operated, and maintained Licensee.

2. **Grant of License.** The Township grants a non-exclusive license to use the Public Asset solely for the purposes set forth in this Agreement.

3. **Term.** The term of this License shall be until the earlier of the following:

3.1. _____, 20____; or _____.

3.2. When the Equipment has not been used to provide wireless internet service by Licensee for a period of ninety (90) consecutive calendar days; or

3.3. When either party, at its election and with or without cause, delivers written notice of termination to the other party at least one-hundred eighty (180) calendar days prior of the date of such termination;

3.4. Upon either Licensee or the Township giving written notice to the other of the occurrence or existence of a default by the other Party under the License or the Contract and the defaulting Party fails to cure, or commence good faith efforts to cure, such default within sixty (60) calendar days after delivery of such notice; or

3.5. Unless the Township grants a written extension, one (1) year from the effective date of this License if Licensee has not started the construction and installation of the Equipment and two (2) years from the effective date of this License, if by such time construction and installation of the Equipment is not complete.

4. **Use.**

4.1. Licensee shall use the license provided under this License for providing wireless internet service as more fully described in the Contract.

4.2. Licensee and its Equipment may not unduly burden or interfere with the present or future use of the Public Asset. Except as otherwise provided by law, the Township may not unduly burden or interfere with or authorize third parties to unduly burden or interfere with Licensee's Equipment. Licensee's Equipment shall not endanger or injure persons or property in or about the Public Asset. If the Township reasonably determines that any portion of the Equipment constitutes an undue burden or interference, due to changed circumstances, Licensee, at its sole expense, will modify the Equipment or take such other actions as the Township may determine is in the public interest to remove or alleviate the burden, and Licensee will do so within a reasonable time period.

4.3. *Restoration of Public Asset.* Licensee will immediately, subject to seasonal work restrictions, restore, at Licensee's sole expense, in a manner approved by the Township, any portion of the Public Asset that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Equipment to a reasonably equivalent, or at Licensee's option, a better condition. In the event that Licensee fails to make such repair within a reasonable time, the Township may make the repair and Licensee will pay the

costs the Township incurs for such repair.

- 4.4. *Removal of Equipment.* Within ninety (90) calendar days of termination of this License, Licensee shall remove all Equipment on the Public Asset and restore the Public Asset according to Section 4.3. In the event, Licensee fails to remove the Equipment within the ninety (90) calendar day period, the Township may remove such Equipment and Licensee shall pay all costs, to the Township associated with the removal.
- 4.5. *Marking.* Licensee will mark the Equipment pursuant to the Township's requirements, including but not limited to, rules, regulations, and policies. The Licensee will use its best efforts to have the Equipment blend in with the surroundings and minimize visibility of the Equipment.
- 4.6. *Installation and Maintenance.* The construction, installation, and maintenance of the Equipment shall only be performed pursuant to permit plans approved by the Township, prior to such construction, installation or maintenance. Licensee will install and maintain the Equipment in a safe condition.
- 4.7. *Relocation.* If the Township requests Licensee to relocate, protect, support, disconnect, or remove its Equipment because of street or utility work, or other public projects, Licensee will relocate, protect, support, disconnect, or remove its Equipment, at its sole cost and expense, for the duration of the work or project. The work shall be completed within a reasonable time.
- 4.8. *Public Emergency.* The Township has the right to sever, disrupt, or otherwise destroy the Equipment of Licensee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, the Township will attempt to provide notice to Licensee. Public emergencies are 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, terrorism, etc. Licensee is responsible for repair, at its sole cost and expense, of any of its Equipment damaged pursuant to any such action taken by the Township under this Section.
- 4.9. *Access.* The Township may impose certain reasonable restrictions on the access to the Public Assets in accordance with its customs, rules, or regulations.

5. General Terms.

- 5.1. *Compliance with Laws.* Licensee must comply with all laws, statutes, ordinances, rules, policies, and regulations (including but not limited to tax statutes) regarding the construction, installation, and maintenance of its Equipment, whether federal, state or local, now in force or which may be promulgated. Before any installation is commenced, Licensee must secure all necessary permits, licenses and approvals from governmental entities as may be required by law. Licensee shall be responsible for all costs or fees associated with obtaining all applicable permits, licenses, and governmental approvals. Licensee must 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) the National Electric Code (latest edition), and the International Construction Code (latest edition).

5.2. Identification. All personnel of Licensee who have as part of their normal duties contact with the public will wear on their clothing a clearly visible identification card bearing Licensee's name, their name and photograph. Licensee will account for all identification cards at all times. Every service vehicle of Licensee will be clearly identified as such to the public, for example, a magnetic sign with Licensee's name and telephone number.

5.3. Indemnification.

5.3.1. Indemnity. Licensee shall release, defend, indemnify, protect, and hold harmless the Township and its elected and appointed officers, employees, servants and agents, from any and all Claims arising out of or resulting from the acts or omissions of Licensee, or anyone claiming by or through them which are associated with this License. Licensee waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Licensee Employee. The Licensee's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by the Licensee pursuant to the requirements of this Agreement. The indemnification requirements set forth in this section shall remain in full force and effect in the event the insurance of the indemnifying party is exhausted or coverage is denied.

5.3.2. Notice, Cooperation. The Township will notify Licensee promptly in writing of any Claim. The Township will cooperate with Licensee in every reasonable way with respect to the defense of any such Claim.

5.3.3. Settlement. The Township will not settle any Claim subject to indemnification without the advance written consent of Licensee, which consent may not unreasonably be withheld. Licensee has the right to defend or settle, at its own expense, an Claim against the Township for which Licensee is responsible.

5.4. Insurance.

5.4.1. Coverage Required. Licensee must obtain all insurance as set forth below and file certificates evidencing it with the Township. Such insurance must be maintained in full force and effect until the end of the Term.

5.4.1.1. Commercial general liability insurance, including products and 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 XCD coverage, in an amount not less than \$5,000,000.00.

- 5.4.1.2.** Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing coverage for claims discovered within three (3) years after the term of the policy.
- 5.4.1.3.** Commercial general liability insurance, including products and 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 XCD coverage, in an amount not less than \$5,000,000.00.
- 5.4.1.4.** Automobile liability insurance including automobile no-fault and hired and non-hired automobiles in an amount not less than \$5,000,000.00.
- 5.4.1.5.** Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing coverage for claims discovered within three (3) years after the term of the policy Workers' compensation insurance with statutory limits, employer's liability insurance with \$1,000,000.00 limits, and any applicable Federal insurance of a similar nature.
- 5.4.1.6.** The coverage amounts set forth above may be met by a combination of underlying or 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 must 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 coverage 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.
- 5.4.1.7.** Prior to execution of the License by the Township, Contractor shall provide evidence of the insurance coverage required herein; thereafter, Licensee will annually provide the Township with a certificate of insurance evidencing such coverage.
- 5.4.1.8.** All insurance policies, other than environmental contamination, will be written on an occurrence basis and

not on a claims-made basis and the insurance policies shall contain a general aggregate per project.

- 5.4.2. *Additional Insured.* The Township shall be named as an additional insured on all policies other than worker's compensation and employer's liability. All insurance policies will provide that they may not be canceled, materially changed or not renewed unless the insurance carrier provides sixty (60) calendar days prior written notice to the Township.
- 5.4.3. *Qualified Insurers.* All insurance will 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 will be rated A+ or better by A.M. Best Licensee.
- 5.4.4. *Deductibles.* The insurance policies required by this section shall not have deductibles in excess of \$50,000. Licensee will indemnify and save harmless the Township from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished.
- 5.4.5. *Contractors.* Licensee's contractors and subcontractors working on the Public Asset will carry in full force and effect all insurance coverages required by this Agreement. In the alternative, Licensee, at its expense, may provide such coverage for any or all its contractors or subcontractors by adding them to Licensee's policies.
- 5.4.6. *Insurance Primary.* Licensee's insurance coverage shall be primary and noncontributory over any other valid insurance or self-insurance carried by either the Township.
- 5.4.7. *Subrogation.* The Licensee's insurance policies providing coverage for real and/or personal property shall contain a waiver of subrogation by which the insurance carrier waives all of such carrier's rights to proceed against the Township. Licensee releases the Township from any claims by them or anyone claiming through or under them by way of subrogation for damage caused by or resulting from risks insured under any insurance policy carried by Licensee.
- 5.5. **Fees/Costs.** Licensee is still subject to all municipal planning review and construction permitting requirements (including but not limited to fees and costs), unless such fees or costs are waived by the applicable governmental entity and/or the Township.
- 5.6. **Assignment.** Licensee shall not assign the License, unless prior written approval is received from the Township.
- 5.7. **Notices.**
 - 5.7.1. *Notices.* All notices under this License must be given as follows:

If to Township:

Genoa Charter Township-Board of Trustees
Gary McCririe- Supervisor
2911 Dorr Road
Brighton, MI 48116 (Phone #810.227.5225)

AND

Genoa Charter Township
Michael Archinal- Manager
2911 Dorr Road
Brighton, MI 48116 (Phone #810.227.5225)

If to Licensee:

MichTel Communications, LLC
Tony Yangouyian, General Manager
10 West Huron
Pontiac, MI 48342 (Phone #)

5.7.2. *Change of Address.* Licensee and Township may change its address or personnel for the receipt of notices at any time by giving notice to the other as set forth above.

- 5.8. **Bond.**** Licensee shall supply a bond payable to the Township which shall be executed by a corporation authorized to contract as a surety in the State of Michigan and which is on the United States Treasury list of approved sureties. The amount of the bond shall be \$100,000.00 and shall ensure the performance of all requirements of this License. Prior to execution of the License by the Township, Licensee shall provide evidence of the bond required herein. This bond shall be renewed annually and the amount of the bond shall be reviewed annually by the Township and Licensee to determine if the amount should be increased or decreased based upon the number of Public Assets utilized. Evidence of such bond shall be provided to the Township upon request. The bond shall provide that it may not be canceled, materially changed or not renewed unless the corporation provides sixty (60) calendar days prior written notice to the Township.
- 5.9. **Interpretation and Severability.**** The provisions of this License are liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision of this License be held unconstitutional, invalid, overbroad or otherwise unenforceable, such holding may not be construed as affecting the validity of any of the remaining conditions of this License. If any provision in this License is found to be partially overbroad, unenforceable, or

invalid, Licensee and Township may nevertheless enforce such provision to the extent permitted under applicable law.

- 5.10. **Governing Law.** This License is governed by the laws of the State of Michigan.
- 5.11. **Discrimination.** The Licensee shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 5.12. **Reservation of Rights.** This License does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Municipality or the Township.
- 5.13. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this License shall constitute a waiver of those rights with regard to any existing or subsequent breach of this License. No waiver of any term, condition, or provision of this License, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this License. No waiver by either Party shall subsequently affect its right to require strict performance of this License.
- 5.14. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this License are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this License. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this License shall be deemed the appropriate plurality, gender or possession as the context requires.
- 5.15. **Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this License must be in writing and agreed to by both Parties.
- 5.16. **Entire Agreement.** This License represents the entire agreement and understanding between the Parties. This License supersedes all other oral or written agreements between the Parties. The language of this License shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES

[Signature]
MICHAEL C. ARCHINAL
[Signature]
KELLY VANMARTER

Genoa Charter Township

By: [Signature]
Gary McCririe, Supervisor
Township Board of Trustees

STATE OF MICHIGAN)
)ss.
COUNTY OF LIVINGSTON)

This Agreement was acknowledged before me, a Notary Public, this 9th day of January, ~~2007~~, by Gary McCririe, Supervisor, Genoa Charter Township Board of Trustees. 2008

[Signature]
KAREN J. SAARI, Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission Expires: 10-4-2011

WITNESSES

By:
Its:

MICHTEL COMMUNICATIONS, LLC

STATE OF MICHIGAN)
)ss.
COUNTY OF LIVINGSTON)

This Agreement was acknowledged before me, a Notary Public, this ____ day of _____, 2007, by _____, _____, MichTel Communications, LLC.

_____, Notary Public
_____ County, Michigan
Acting in the County of _____
My Commission Expires: _____

EXHIBIT B

Wireless Livingston Advisory Board

1. The purpose of the Wireless Livingston Advisory Board shall be to:
 - a. Provide advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service and the captive portal; and
 - b. Create, regularly review, and amend, when necessary, the Wireless Livingston Advisory Board Bylaws.

2. The Wireless Livingston Advisory Board shall consist of the following persons:
 - a. _____;
 - b. _____;
 - c. _____;
 - d. _____;
 - e. _____;
 - f. _____;
 - g. _____;
 - h. _____;
 - i. _____.

3. The members of the Wireless Livingston Advisory Board shall be selected and appointed by the Livingston County Board of Commissioners.

4. The Wireless Livingston Advisory Board shall meet at least quarterly. Proper notice of the meetings shall be sent to all members at least seven (7) calendar days before the meeting is scheduled.

EXHIBIT C

LIVINGSTON WIRELESS INTERNET SERVICE CONTRACT

This Contract made and entered into this _____ day of _____, 200__, between the **GENOA CHARTER TOWNSHIP**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "Township"), and **MICHTEL COMMUNICATIONS, LLC** (hereinafter referred to as the "Contractor"), as further described in the following Table.

GENOA CHARTER TOWNSHIP 2911 Dorr Road Brighton, Michigan 48116 (herein, the "Township")	MICHTEL COMMUNICATIONS, LLC Michigan Corporate I.D. No. B5046M 10 West Huron Pontiac, MI 48341 (herein the "Contractor")
---	--

In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties."

INTRODUCTION

- A. The purpose of this Contract is to blanket the Township with a wireless internet service. Citizens, business entities, and governmental entities will all benefit from this wireless internet service. The citizens of the Township will be more prepared to fill high-tech jobs; business entities will be better prepared to compete in the global market; and governmental entities, including Genoa Charter Township located in Livingston County, will realize increased efficiencies when providing services to their citizens. Contractor shall install, operate, manage, own, and maintain the wireless internet service. The Township shall not be responsible for any costs or fees associated with the installation, operation, management, ownership, and/or maintenance of the wireless internet service.
- B. The Contractor has offered to provide such the Livingston County-wide wireless internet services for the Township.
- C. The Township has determined that Contractor is qualified to perform the Township-wide wireless internet services.
- D. As more fully described in this Contract, Contractor shall own, install, operate, manage, and maintain the wireless internet service.
- E. Contractor shall retain all revenue generated from and associated with the wireless internet service.
- F. The Township shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- G. This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
SECTION 4. FINANCIAL RESPONSIBILITIES
SECTION 5. ASSURANCES AND WARRANTIES
SECTION 6. INDEMNIFICATION
SECTION 7. INSURANCE
SECTION 8. GENERAL TERMS AND CONDITIONS

FOR AND IN CONSIDERATION of the mutual promises, obligations, representations, and assurances in this Contract, the Parties **HEREBY AGREED**, as follows:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "*Contractor Employee*" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. "*Claims*" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "*Township*" means Charter Township of Genoa, a municipal corporation and political subdivision of the State of Michigan, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 1.4. "*Township Agent*" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a

"Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

- 1.5. "Day" means any calendar day, which shall begin at 12:00:01 am and end at 11:59:50 pm.
- 1.6. "Contract Documents." This Contract includes and fully incorporates herein all of the following documents and their properly promulgated amendments:
 - 1.6.1. Exhibit I: Scope of Work
 - 1.6.2. Exhibit II: Wireless Livingston Advisory Board
 - 1.6.3. Exhibit III: License Agreement for Public Assets
 - 1.6.4. Exhibit IV: Map Book
 - 1.6.5. Exhibit V: Township Servicemark
- 1.7. "Wireless Livingston Advisory Board" means the Board that provides advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.
- 1.8. "Wireless Livingston Initiative" means the wireless internet service that will blanket the entire Township which will be provided, owned, and operated by the Contractor.
- 1.9. "Public Asset(s)" means any real or personal property including, but not limited to, structures, facilities, antennae, and/or land, owned by the Township.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The effective date of this Contract shall be December 1, 2007, and unless otherwise terminated or canceled as provided below, it shall end at 11:59 p.m. on November 30, 2013, the "Contract Expiration Date." This Contract may be renewed for three (3) additional terms of three (3) years each prior to the Contract Expiration or prior to the expiration of each renewal term by either Party providing notice of its intent to renew to the other Party thirty (30) calendar days before Contract expiration or expiration of the renewal term, and upon approval of the extension by both parties. Notwithstanding the above, under no circumstances shall this Contract be effective and binding until and unless:
 - 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind Contractor; and
 - 2.1.2. This Contract is signed by the Supervisor of the Genoa Charter Township, Board of Trustees, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2. The Township may terminate and/or cancel this Contract (or any part thereof) upon ninety (90) calendar days written notice to Contractor, if Contractor defaults in any

obligation contained herein, and within the ninety (90) calendar day notice period Contractor has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

- 2.3. Contractor may terminate and/or cancel this Contract (or any part thereof) upon ninety (90) calendar days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) calendar day notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 2.4. Notwithstanding any other provision in this Agreement to the contrary, either party to this Contract can terminate this Contract prior to the termination date set forth herein if notice is given in writing at least ninety (90) calendar days prior to the date upon which such termination becomes effective.
- 2.5. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is canceled or terminated.

§3. SCOPE OF WORK

- 3.1. Contractor and the Township shall perform all services identified and itemized in Exhibit I, Scope of Work, time being of the essence.
- 3.2. Contractor shall provide the Township and the Wireless Livingston Advisory Board with an implementation schedule for wireless internet service for the remaining areas of the Township, the areas not covered by Exhibit IV, within ninety (90) calendar days of execution of the Contract by both Parties.
- 3.3. Contractor shall provide wireless internet service pursuant to this Contract to the areas in the Municipalities outlined in the map book attached as Exhibit IV by March 31, 2008, time being of the essence.
- 3.4. Contractor shall retain all revenue generated from and associated with the wireless internet service.
- 3.5. The Township shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- 3.6. Within ninety (90) calendar days of execution of the Contract by both Parties, Contractor shall provide the Township with information and evidence that demonstrates that Contractor has the financial ability to complete the implementation of the Wireless Livingston Initiative. The Township, in its sole and reasonable discretion, shall determine if the information and evidence provided by Contractor is satisfactory.

- 3.7. Contractor shall accept and review advice, recommendations, and suggestions from the Wireless Livingston Advisory Board regarding the installation, operation, management, and maintenance of the wireless internet service, when such advice, recommendations, and/or suggestions are received by Contractor from the Wireless Livingston Advisory Board. The structure and organization of the Wireless Livingston Advisory Board are set forth in Exhibit II.

§4. FINANCIAL RESPONSIBILITIES

- 4.1. Under no circumstances shall the Township or municipalities participating in the Wireless Livingston Initiative be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from Contractor's performance of work under this Contract.
- 4.2. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§5. ASSURANCES AND WARRANTIES

- 5.1. *Service Warranty.* Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. *Business and Professional Licenses.* Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. *Equipment and Supplies.* Contractor is responsible for providing all equipment and supplies to perform the work required by this Contract.
- 5.4. *Taxes.* Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse Contractor for any federal, state and local taxes or fees of any kind.
- 5.5. *Contractor's Incidental Expenses.* Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all work required by this Contract including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. *Contractor Employees.*
- 5.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the Work under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

- 5.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.6.3. All Contractor Employees shall wear and display appropriate Township-provided identification at all times while working on Township premises.
- 5.6.4. All Contractor Employees assigned to work under this Contract may, at the Township's discretion, be subject to a security check and clearance by the Township.
- 5.7. *Contractor Employee-Related Expenses.* All Contractor Employees shall be employed at Contractor's sole expense (including employment-related taxes and insurance) and Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 5.8. *Full Knowledge of Service Expectations and Attendant Circumstances.* Contractor warrants that before entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.9. *Independent Contractor.* Nothing in this Contract is intended to establish an employer employee relationship between the Township and either Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by Contractor shall, in all cases, be deemed employees of Contractor and not employees, agents or subcontractors of the Township.

§6. INDEMNIFICATION

6.1. *Indemnification.*

- 6.1.1. Contractor shall indemnify and hold the Township and/or municipalities, and their elected and appointed officers, employees, servants and agents, participating in the Wireless Livingston Initiative harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor, Contractor's Employees, and its subcontractors,

servants or agents, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

- 6.1.2. Contractor shall have no rights against the Township for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the Township except as expressly provided herein.
- 6.1.3. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.
- 6.1.4. The Contractor's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Contract. The indemnification requirements set forth in this section shall remain in full force and effect in the event the insurance of the indemnifying party is exhausted or coverage is denied.

§7. INSURANCE

- 7.1. *Coverage Required.* Licensee must obtain all insurance as set forth below and file certificates evidencing it with the Township. Such insurance must be maintained in full force and effect until the end of the Term.
 - 7.1.1. Commercial general liability insurance, including products and 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 XCD coverage, in an amount not less than \$5,000,000.00.
 - 7.1.2. Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 7.1.3. Automobile liability insurance including automobile no-fault and hired and non-hired automobiles in an amount not less than \$5,000,000.00.
 - 7.1.4. Workers' compensation insurance with statutory limits, employer's liability insurance with \$1,000,000.00 limits, and any applicable Federal insurance of a similar nature.
 - 7.1.5. The coverage amounts set forth above may be met by a combination of underlying or 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 must 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 coverage 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.

- 7.1.6. Prior to execution of the License by the Township, Contractor shall provide evidence of the insurance coverage required herein; thereafter, Licensee will annually provide the Township with a certificate of insurance evidencing such coverage.
- 7.1.7. All insurance policies, other than environmental contamination, will be written on an occurrence basis and not on a claims-made basis and the insurance policies shall contain a general aggregate per project.
- 7.2. *Additional Insured.* The Township shall be named as an additional insured on all policies other than worker's compensation and employer's liability. All insurance policies will provide that they may not be canceled, materially changed or not renewed unless the insurance carrier provides sixty (60) days prior written notice to the Township.
- 7.3. *Qualified Insurers.* All insurance will 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 will be rated A+ or better by A.M. Best Licensee.
- 7.4. *Deductibles.* The insurance policies required by this section shall not have deductibles in excess of \$50,000. Licensee will indemnify and save harmless the Township from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished.
- 7.5. *Contractors.* Licensee's contractors and subcontractors working on the Public Asset will carry in full force and effect all insurance coverages required by this Agreement. In the alternative, Licensee, at its expense, may provide such coverage for any or all its contractors or subcontractors by adding them to Licensee's policies.
- 7.6. *Insurance Primary.* Licensee's insurance coverage shall be primary and noncontributory over any other valid insurance or self-insurance carried by either the Township.
- 7.7. *Subrogation.* The Licensee's insurance policies providing coverage for real and/or personal property shall contain a waiver of subrogation by which the insurance carrier waives all of such carrier's rights to proceed against the Township. Licensee releases the Township from any claims by them or anyone claiming through or under them by way of subrogation for damage caused by or resulting from risks insured under any insurance policy carried by Licensee.

§8. GENERAL TERMS AND CONDITIONS

- 8.1. While Contractor retains the right to perform services at any time, Contractor must obtain prior permission by the Township for access to Public Assets after the Township's regular business hours.
- 8.2. *Cumulative Remedies.* A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 8.3. *Survival of Terms and Conditions.* The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- "ASSURANCES AND WARRANTIES";
 - "INDEMNIFICATION";
 - "Damage Clean Up To Township Property and/or Premises";
 - "Audit";
 - "Severability";
 - "Governing Law/Consent To Jurisdiction And Venue"; and
 - "Survival of Terms And Conditions".
- 8.4. *No Third Party Beneficiaries.* Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 8.5. *Compliance with Laws.* Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 8.6. *Permits and Licenses.* Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the Township, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 8.7. *Discrimination.* Contractor shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment because of sex, race, religion, color, national origin, age, height, weight, marital status, or handicap in violation of State and Federal law.
- 8.7.1. Contractor shall promptly notify the Township of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 8.7.2. The Township, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

- 8.8.** *Reservation of Rights.* This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Township.
- 8.9.** *Force Majeure.* Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 8.10.** *Conflict of Interest.* Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, *et seq.*), no contracts shall be entered into between the Township, including all agencies and departments thereof, and any Township Agent, to avoid any real or perceived conflict of interest. Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the Township. Contractor shall give the Township notice if there are any Township Agents or relatives of Township Agents who are presently employed by Contractor.
- 8.11.** *Damage and Clean up to Township Property and/or Premises.* Contractor shall be responsible for any damage to any Township or municipal property, its premises, or a Township Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the Township. If the damage cannot be completed to the Township's satisfaction, Contractor shall reimburse the Township the actual cost for repairing or replacing the damaged property. Contractor shall be responsible for assuring that all Township and municipal sites are restored to their original condition after work performed under this Contract is complete.
- 8.12.** *Use of Confidential Information.* Contractor and/or Contractor Employees and the Township shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee or Township Agent not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, a Party may disclose the Confidential Information if required or permitted by law, statute or other legal process; provided that the Party (i) gives the other Party prompt written notice of an impending disclosure, (ii) provides reasonable assistance to the other Party in opposing or limiting the disclosure, and (iii) makes only such disclosure as is permitted, compelled, or required.
- 8.12.1.** This Contract imposes no obligation upon a Party with respect to any Confidential Information which it can establish by legally sufficient evidence:

- (i) was in the possession of, or was known by the Party, prior to its receipt from the other Party, without an obligation to maintain its confidentiality; or
- (ii) is obtained by a Party from a third party having the right to disclose it, without an obligation to keep such information confidential.

8.12.2. As used in this Contract, Confidential Information means all information that a Party is required or permitted by law to keep confidential, including but not limited to, Township GIS data.

8.13. *Contractor Use of Township Licensed Software.* In order for Contractor to perform its services under this Contract, the Township may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the Township. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the Township and/or the licensor. Furthermore, neither Contractor nor Contractor Employees shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employees shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

8.14. *Contractor Use of Township Servicemark.*

8.14.1. The Township grants Contractor the non-exclusive right to use its servicemark, specifically the servicemark listed in Exhibit V, on any and all publications, whether print or electronic format, related to or associated with the Wireless Livingston Initiative. Permission to use the servicemark extends to use on Contractor's website.

8.14.2. Contractor shall only use the servicemark in Exhibit V for the purposes described in this Contract and not for any other purpose.

8.14.3. Contractor acknowledges that the Township has certain rights in the servicemark listed in Exhibit V and that Contractor has no right, title, or interest in this servicemark.

8.14.4. The servicemark covered under this Section shall be provided to Contractor at no Cost.

8.14.5. Contractor permission to use the servicemark in Exhibit V shall cease when the Contract is terminated and/or canceled. Upon termination and/or cancellation of this Contract, Contractor shall not display the servicemark on its website or distribute or print any publication (in any format) displaying or containing the servicemark.

8.15. *Linking to Township Website.*

- 8.15.1.** Contractor may link to the Township Website subject to the following conditions: Neither Contractor nor Contractor's Website shall not create a frame, browser, or border environment on the Township's Website.
- 8.15.2** Neither Contractor nor Contractor's Website shall reproduce or copy the content on the Township's Website. Township trademarks or servicemarks may not be placed on Contractor's Website without the Township's prior written permission.
- 8.15.3.** Contractor permission to link to the Township's Website shall cease when the Contract is terminated and/or canceled or when one of the conditions listed in this Section is breached. Upon termination and/or cancellation of this Contract of the conditions listed in this Section, Contractor shall immediately stop linking to the Township Website.
- 8.16.** *Project Managers.* Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. Contractor's Project Manager shall coordinate with the Township's Project Manager. Contractor shall provide the name and qualifications of its Project Manager and an alternate. In addition to a Project Manager, Contractor shall designate an employee or agent to act as a Network Engineer and an Executive Sponsor (an individual dedicated to overseeing the Wireless Livingston Initiative and reporting to the Wireless Livingston Advisory Board) during the term of this Contract
- 8.17.** *Dispute Resolution.* All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers for possible resolution. The Project Managers may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in ten (10) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
- 8.18.** *Access and Records.* Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the Township with reasonable access to such book and records.
- 8.19.** *Audit.* Contractor shall allow the Township's Auditing Division, or an independent auditor hired by the Township, to perform Contract compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three (3) years after termination or cancellation of this Contract.
- 8.19.1.** Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the Township within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure

by Contractor to respond in writing within forty-five (45) days shall be deemed acceptance of the final audit report.

- 8.20. Delegation /Subcontract/Assignment.** Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract or this entire Contract without the prior written consent of the Township.
- 8.20.1.** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 8.20.2.** Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 8.20.3.** Contractor shall remain primarily liable for all work performed by any subcontractors or delegees. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 8.20.4.** Should a subcontractor or delegee fail to provide the established level of service and response, Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor or delegee shall be the sole responsibility of Contractor.
- 8.20.5.** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.
- 8.21. No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 8.22. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.
- 8.23. Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be

interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

8.24. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

8.24.1. If notice is sent to Contractor, it shall be addressed to:

MichTel Communications, LLC
Tony Yangouyan, General Manager
10 West Huron
Pontiac, MI 48342

8.24.2. If notice is sent to the Township, it shall be addressed to:

Genoa Charter Township Board of Trustees Gary McCririe-Supervisor 2911 Dorr Road Brighton, MI 48116	-&-	Genoa Charter Township Michael Archinal-Manager 2911 Dorr Road Brighton, MI 48116
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8.24.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

8.25. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the Township or other Township Agent as authorized by the Genoa Charter Township Board of Trustees.

8.26. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

8.27. Entire Contract. This Contract represents the entire Contract and understanding

between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

8.28. *Certification.* The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Contract has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

MICHEL COMMUNICATIONS, LLC

Dated: _____

By: _____
Tony Yangouyian, General Manager

Charter Township of Genoa

Dated: _____

By: 

Gary McCririe, Supervisor
Township Board of Trustees

Approved as to Scope of Work:

Dated: 1/15/08

By: 

Michael Archinal, Manager
Genoa Charter Township

Scope of Work

1. Contractor shall install, operate, manage, own, and maintain a wireless internet service for the entire geographic region of the Genoa Charter Township (Township) including, but not limited to, the wireless network architecture, design, and hardware procurement services, hardware installation, ISP connectivity, network operation, monitoring and maintenance services, marketing, and customer/technical support services for the wireless internet service users.
2. Contractor shall provide a portion of the bandwidth of the wireless internet service to all residents, businesses, and visitors of the Township at no cost ("free internet service"). Initially, the upload and download speeds of this free internet service shall be 128 kilobits per second per user; however, the Parties acknowledge that the speed of the free internet service may vary slightly due to circumstances outside the control of Contractor. So as to remain competitive in the marketplace, the speed of the free internet service shall be reviewed by Contractor in conjunction with the Wireless Livingston Advisory Board annually. Accordingly, the Wireless Advisory Board shall provide recommendations to Contractor regarding whether the speed of the free internet service should be increased.
3. The wireless internet service shall support "consumer-based" technologies. The wireless internet service shall support the current IEEE standards. Migrations to future consumer based technologies shall be reviewed with the Wireless Livingston Advisory Board.
4. The wireless internet service shall support, but not be limited to, access from desktop computers, laptop computers, tablet computers, handheld devices, mobile phones, or other devices with appropriate wireless protocols.
5. Contractor shall provide access to the wireless internet service through a standard captive portal with a single log-in database that provides a uniform user experience throughout the Township.
6. The wireless internet service shall incorporate network restrictions and other measures to provide security for users including, but not limited to, measures to protect users from common security threats including denial of services, port scanning, viruses, spam, and phishing.
7. The wireless internet service shall be available "open-air" (Outdoors) and "in-building" along exterior walls which may require the use of an omni-directional antenna that may be purchased from a consumer technology retailer.
8. In exchange for the free internet service, the Township, where possible, shall provide access to its Public Assets, at no cost to Contractor, for placement of equipment to operate the wireless internet service; however, Contractor shall still be responsible for

costs or fees associated with municipal planning review, permits or inspection, unless waived by the municipality. Access to Public Assets shall be accomplished via a license agreement which is attached as Exhibit III to this Contract. A separate license agreement shall be executed for each Public Asset utilized by Contractor for the wireless internet service.

9. In exchange for the free internet service, the Township shall facilitate access to assets owned by municipalities in the Township which have chosen to participate in the Wireless Livingston Initiative. Access to municipal-owned assets shall be accomplished via a license agreement similar to the license agreement attached as Exhibit III. It is anticipated that the Township and the municipalities participating in the Wireless Livingston Initiative will enter into an Inter-local Agreement deeming the Township an agent of the municipality for the sole purpose of licensing municipal-owned assets. The Township, as an agent of the municipality, shall execute a separate license for each municipal-owned asset utilized by Contractor for the wireless service
10. Contractor shall comply with all federal, state, and local laws, regulations, ordinances, rules, and policies regarding use of Public Assets, municipal-owned assets, and privately-owned assets.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE CUSTOMERS OF
THE DETROIT EDISON COMPANY

GENOA TOWNSHIP

APR 15 REC'D

RECEIVED

CASE NO. U-12478

- The Detroit Edison Company requests non-routine true-up including a revised Securitization Bond Tax Charge of 1.38 mills per kilowatt-hour (kWh) effective with the March 1, 2008 bond year.
- The information below describes how a person may participate in this case.
- You may call or write The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226-1279, (800) 477-4747 for a free copy of its application. Any person may review the application at the offices of The Detroit Edison Company.
- A public hearing in this matter will be held:

DATE: May 1, 2008, at 9:00 a.m.
This will be a prehearing conference to determine future hearing dates and other procedural matters.

BEFORE: Administrative Law Judge Daniel E. Nickerson, Jr.

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (MPSC or Commission) will hold a public hearing to consider the March 19, 2008 application of The Detroit Edison Company (Detroit Edison), which seeks the Commission's approval of its proposal to revise the methodology of calculating the Securitization Bond Charge to incorporate the Michigan Business Tax (MBT), revise the Tax Charge to 1.38 mills per kWh for the bond year that commenced on March 1, 2008, and acknowledge that future routine true-ups will incorporate the MBT in the Securitization Bond Tax Charge.



G2 CONSULTING GROUP

April 1, 2008

Ms. Pauletta A. Skloarus
Genoa Township Clerk's Office
2911 Dorr Road
Brighton, Michigan 48116

Re: Notice of Proposed Telecommunications Antenna Collocation
Genoa Township Water Tower (parcel id 11-27-300-014) near 5245 Moret Court
Genoa Township, Livingston County, Michigan
G2 Project No. 080325
USGS Topographic "Brighton, Michigan" Quadrangle Map

On behalf of Verizon Wireless, we would like to invite comments from your organization regarding the proposed Verizon Wireless collocation of telecommunications antennas upon the existing 120-foot tall water tower and the placement of associated equipment at the base of the tower located near 5245 Moret Court in Genoa Township, Livingston County, Michigan.

Specifically, Verizon Wireless invites comments from any interested party within your organization *regarding the likelihood that the proposed construction would adversely affect historic properties.*

Comments may be sent to:

G2 Consulting Group, LLC
Attn. Andrew Temerowski
1866 Woodslee Street
Troy, Michigan 48083
atemerowski@g2consultinggroup.com
Phone: (248)680-0400

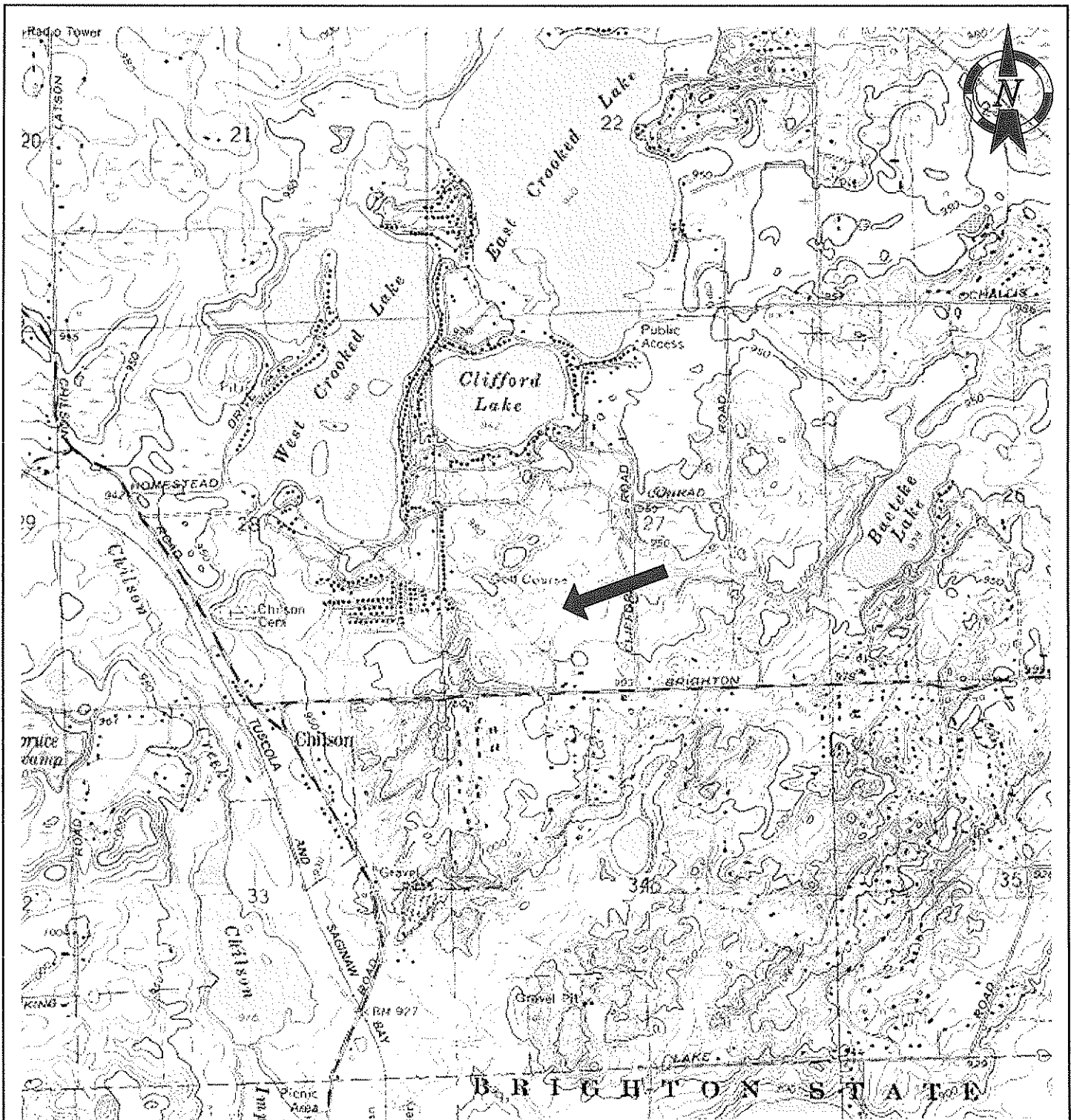
In advance, thank you for your time.

Sincerely,

G2 Consulting Group, LLC

Andrew Temerowski
Environmental Scientist

G2 Consulting Group, LLC
Geotechnical & Geoenvironmental
Engineering Services
1866 Woodslee Street
Troy, Michigan 48083
248.680.0400
FAX 248.680.9745



LEGEND



Indicates the approximate subject site location

USGS 7.5 Minute Map

Brighton, Michigan
Dated 1968
Photorevised 1983

General Location Plan

Verizon Site 1132 - Oak Pointe
Candidate Name: Oak Pointe Water Tower
Moret Court
Genoa Township, Michigan



G2 CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48063

Project No. 080325

Drawn by: AJT

Date: 03-31-08

Scale: NTS

Plate
No. 1

Twp. Board Correspondence

The Heikkinen Law Firm, P.C.

110 North Michigan Avenue
Howell, Michigan 48843

Richard A. Heikkinen
Peter M. Neu, of Counsel

(517) 546-1434

April 11, 2008

Michael J. Kehoe
224 W. Sibley Street
Howell, MI 48843

Re: Outdoor Resorts of Lake Chemung, Inc.

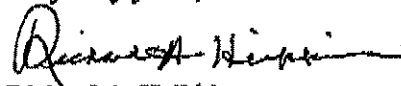
Dear Mr. Kehoe,

I have not heard from you since January 30, 2008. At that time you indicated that your client would seek a marina permit. To date no permit has been issued.

The township is anxious to take steps to prevent unreasonable interference with the usage of the lake. As I see it, you also need to apply to the township for a special use permit, however I think the issue of the marina permit should be resolved first.

Sometime ago, I requested you to meet with me and the staff of Genoa. We hereby renew that request. I would like to meet next week. If you are so inclined I suggest that we meet any afternoon. Please reply.

Very truly yours,


Richard A. Heikkinen

cc: Mike Archinal