

**GENOA CHARTER TOWNSHIP**  
**Election Commission Meeting**  
**July 21, 2008**  
**6:25 p.m.**

**AGENDA**

Call to Order

**Approval of Agenda**

1. Consideration of election officials scheduled to work the August 5, 2008 Primary Election.

A. Recommendation to the Township Board

2. Consideration of salaries for officials working the August Primary and November General Election.

A. Recommendation to the Township Board

Adjournment

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Hearing**  
**July 21, 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. Request to approve minutes: 7-07-08

3. Request for approval for a proposal from ADT for the purchase of one (1) DVR security camera system at \$3,885.00.

4. Request for approval for the purchase of a wide format plotter at a cost of \$10,884.00 and a color printer at a cost of \$3,357.00
5. Request to approve the reappointment of Mike Howell to the Zoning Board of Appeals for a term ending 6/30/11.
6. Request to approve the reappointment of Diana Lowe and Dean Tengel to the Planning Commission for a term ending 6/30/11.
7. Request for approval of election officials scheduled to work the August 5, 2008 Primary Election.
8. Request for approval of salaries for officials working the August Primary and November General Election.

**Approval of Regular Agenda:**

8. Request for approval of an agreement with Fonson Construction for improvements to Brighton Road as described in the Tetra Tech Opinion of Probable Cost dated 3/13/08 at a cost of \$106,723.50.
9. Waste Management contract extension correspondence.

Correspondence  
Member Discussion  
Adjournment

Genoa Charter Township  
Election Commission Meeting  
July 21, 2008  
6:25 p.m.

AGENDA

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A. Recommendation to the Township Board

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A. Recommendation to the Township Board

Adjournment

# GENOA TOWNSHIP ELECTION OFFICIALS

August 5, 2008 (Primary Election)

Polly Skolarus (Clerk) & Mary Krencicki (Deputy Clerk)

Cindi Howard (Assistant)

810-227-5225

## Precinct 1 Cleary University- 1023

Judi Ross, Co-Chair- R  
Joyce Matevia, Co- Chair- D  
Toni Rynicke – D  
Margaret Whithorn – R  
Kenneth Frasheski – D  
Paul Spangler – R

## Precinct 9 Cleary University- 2140

Ann Brennan, Co-Chair- R  
Gerald Matevia, Co-Chair –D  
Deborah Brennan – R  
Cheryl Fracheski – D  
Jill Slocum – R  
Kathryn Schreyer-Poppy – R  
Bonnie Steele – D

## Precinct 2 Three Fires School – 863

Eva Swihart, Co-Chair – R  
Bill Swihart , Co- Chair – R  
John Oglesbee – R  
Daena Nichols – R  
Pat Despot -D  
Stacey Quarrels - D

## Precinct 10 Three Fires School – 1310

Edith Salyer, Co- Chair –D  
Sue Ringuette, Co- Chair – R  
Lynette Hodge – D  
Claudette Wilkenson – R  
Pat Newton – D  
William Despot -D

## Precinct 3 Community Bible – 1689

Kristen Sapienza, Co- Chair – R  
Betty Hogle, Co-Chair – R  
Joni Risto – R  
Richie Tank – D-  
Clementine Billel – R  
Steve Lizak – R  
Michelle Maher – R

## Precinct 11 Community Bible – 699

P.J. Sapienza, Co-Chair – R  
Don Binder, Co-Chair – R  
Tom Risto – R  
John Saunders – R  
John Hogle – R  
Joan Hipple – R

## Precinct 5 Chilson Hills – 1574

Pam Rietsch, Co- chair –R  
Janet Adamski, Co- Chair – D  
Diana Beach – R  
John Vetraino – R  
Barbara Lewis – R  
Janine Yanick-Warner – R

## Precinct 12 Chilson Hills –132

Mary Conricode, Co- Chair – R  
Paul Sebastian – R  
Theodore Hysen

**Precinct 4 Church of the Nazarene – 1312**

Cecelia McClure, Co – Chair –R  
Danielle Howard, Co-Chair –D  
Carolyn Mahalak – R  
Kay Spangler –R  
Thomas Holmes –R  
Richard Davis - R

**Precinct 6 Church of the Nazarene – 2089**

Victor Watson, Co-Chair – R  
Keith Mahalak, Co-Chair – R  
Connie Ruff – D  
Arnie Messing – D  
Diane Goodall – D  
Erika Flammersfeld –R  
Ida Bourdeau – R

**Precinct 7 Hornung Elementary – 802**

Richard Bodalski, Co-Chair –R  
Donna Nelson, Co-Chair –R  
Donald Baughn – D  
Bob Assnemacher – R  
Janet Laduke – R  
Tom Kolinski – R

**Precinct 8 Hornung Elementary - 1212**

Diane Assenmacher, Co-Chair - R  
Barb Ross, Co-chair - D  
Ann Jackson - R  
Glenn Nelson – R  
Jack Laduke – R  
Miriam Kolinski – R

**Absent Voter Counting Board**

Mary Lynn Bodalski, Co-Chair – R  
Karen Witek, Co-Chair – R  
Shelagh Davis, - D  
Jean Lizak – R  
Carol McGrath - R  
Jennifer Wagner – D  
Lisa Whitelaw – D  
Louis Doucette – R  
Janet Cooley - R  
Nancy Battiata –R  
Maurice St Germaine – R  
Marie St Germaine - R

**Alternates**

None at this time

Elections/officials august primary

**Date: July 15, 2008**

**To: Election Commission**

**From: Polly Skolarus, Township Clerk**

Please recommend to the Township Board the following salaries for all persons working the August Primary and November General Election. These salaries have not changed from what was previously approved with the exception of the setup of the precinct and part time/temporary help which is increased from \$11.00 to \$11.50 (the new minimum starting salary for anyone working at the township).

- Elected Commission Officials attending the mandated meetings for review of ballots will be paid the per diem of \$180.00.
- Poll Workers will be paid \$180.00 per diem.
- Co-Chairmen will be paid \$225.00 per diem. Co-Chairmen, in addition to other responsibilities, are expected to return to the township hall for the final tally of votes cast and a review of all documents.
- Election officials working the precincts or absent voter counting board after 10:00 p.m. will be paid an additional \$10.00 per hour, with a minimum of 60 additional minutes worked.
- Staff working the election will be paid at their regular rate, plus time and a half over 8 hours.
- The setup of the precinct is paid @ \$11.50 per hour plus mileage.
- Additional part time/temporary help is paid at \$11.50 per hour for the processing of absent voter ballots.
- Poll workers attending mandated instructional classes will be paid \$25.00 for attending the mandated instructional class.

**Election/salaries**

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: July 21, 2008

TOWNSHIP GENERAL EXPENSES; Thru July 21, 2008	\$112,271.39
July 11, 2008 Bi-weekly Payroll	\$33,817.46
OPERATING EXPENSES; Thru July 21, 2008	\$141,935.34
TOTAL:	<u>\$ 288,024.19</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24237	KELLER	Keller Well Drilling, Inc.	06/30/2008	285.00
24238	BUS IMAG	Business Imaging Group	07/02/2008	1,739.64
24239	GANNETT	Gannett Michigan Newspapers	07/02/2008	962.60
24240	HEIKKINE	Heikkinen Law Firm	07/02/2008	112.50
24241	HUMPHT	Tesha Humphriss	07/02/2008	63.44
24242	INCSOL	INCLUSION SOLUTIONS,LLC	07/02/2008	434.00
24243	LINDBYRC	BRYCE LINDBERG	07/02/2008	112.00
24244	MASTER M	Master Media Supply	07/02/2008	425.49
24245	PETTYCAS	Petty Cash	07/02/2008	95.02
24246	BODALSKI	Mary Lynn Bodalski	07/02/2008	121.00
24247	BRADY	KEVIN BRADY	07/02/2008	591.04
24248	HOWARDD	Danielle HOWARD	07/02/2008	121.00
24249	Mcclure	Cecelia McClure	07/02/2008	49.50
24250	Ross	Judi A. Ross	07/02/2008	77.00
24251	RYNICKE	Antoinette Rynicke	07/02/2008	66.00
24252	Administ	Total Administrative Services	07/11/2008	357.67
24253	Equitabl	Equivest Unit Annuity Lock Box	07/11/2008	620.00
24254	EHIM	EHIM, INC	07/07/2008	2,200.00
24255	EHIM	EHIM, INC	07/09/2008	7,500.00
24256	AMER IMA	American Imaging, Inc.	07/21/2008	276.28
24257	AmerAqua	American Aqua	07/21/2008	71.00
24258	BLUE CRO	Blue Cross & Blue Shield Of Mi	07/21/2008	4,410.63
24259	BOB'S TI	Bob's Tire & Auto, Inc.	07/21/2008	14.50
24260	BORDINE	Bordine Nursery	07/21/2008	90.02
24261	CAVALIER	Cavalier Telephone	07/21/2008	32.15
24262	CONSUMER	Consumers Energy	07/21/2008	31.69
24263	CONTINEN	Continental Linen Service	07/21/2008	22.76
24264	COOPERST	Cooper's Turf Management LLC	07/21/2008	167.48
24265	ELECTSOU	MC&E/ELECTION SOURCE	07/21/2008	53.48
24266	ETNA SUP	Etna Supply Company	07/21/2008	3,183.99
24267	JIMSTREE	Jim Frakes	07/21/2008	200.00
24268	LAKESIDE	Lakeside Service Company, Inc.	07/21/2008	47.50
24269	LANGWORT	Langworthy Strader Leblanc	07/21/2008	4,894.80
24270	MASTER M	Master Media Supply	07/21/2008	226.42
24271	MI CHLOR	Michigan Chloride Sales LLC	07/21/2008	1,600.00
24272	Net serv	Network Services Group, L.L.C.	07/21/2008	8,615.74
24273	P&ZNEWS	PLANNING & ZONING NEWS	07/21/2008	185.00
24274	PEBBCRE	Pebble Creek Services	07/21/2008	770.00
24275	Perfect	Perfect Maintenance Cleaning	07/21/2008	923.00
24276	TRI COUN	Tri County Cleaning Supply Inc	07/21/2008	78.05
24277	WASTE MA	Waste Management	07/21/2008	70,444.00

**Report Total: 112,271.39**

**First National  
Direct Deposit  
JULY 11, 2008  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,003.67
Amy Ruthig		\$1,049.55
Angela Williams		\$630.20
Barb Kries		\$961.57
Carol Hanus		\$1,176.68
Cinthia Howard		\$678.26
Dave Estrada		\$946.59
Deborah Rojewski		\$2,170.87
<b>Genoa Township</b>	<b>\$23,451.99</b>	
Greg Tatara		\$2,199.48
Judith Smith		\$0.00
Karen J. Saari		\$902.85
Kelly VanMarter		\$1,899.34
Laura Mroczka		\$1,219.09
Mary Krencicki		\$447.94
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$600.86
Tammy Lindberg		\$919.57
Tesha Humphriss		\$2,134.52
<b>Total Deposit</b>		<b>\$23,451.99</b>

EFT #: \_\_\_\_\_  
INTERNET: \_\_\_\_\_  
CHECK BOOK: \_\_\_\_\_

Accounts Payable  
Computer Check Register



User: sue  
Printed: 07/02/2008 - 12:09  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24252	Administ	Total Administrative Services	07/11/2008		357.67
			Check 24252 Total:		357.67
9553	AETNA LI	Aetna Life Insurance & Annuity	07/11/2008		25.00
			Check 9553 Total:		25.00
9554	EFT-FED	EFT- Federal Payroll Tax	07/11/2008		3,742.70 2,002.32 2,002.32 468.28 468.28
			Check 9554 Total:		8,683.90
9555	EFT-PENS	EFT- Payroll Pens Ln Pyts	07/11/2008		678.90
			Check 9555 Total:		678.90
24253	Equitabl	Equivest Unit Annuity Lock Box	07/11/2008		620.00
			Check 24253 Total:		620.00
9556	FIRST NA	First National Bank	07/11/2008		250.00 2,325.00 20,876.99

Check 9556 Total:

23,451.99

Report Total:

33,817.46

9:59 AM  
07/15/08

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
June 25 through July 15, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/26/2008	1061	Carol Hanus	2months Internet Service	-249.95
06/26/2008	1062	LOWE'S	9900-641641 8	-998.92
07/10/2008	1063	ABES AUTO GLASS INC	Inv#553475 & 19-553487	-686.65
07/10/2008	1064	BUSINESS IMAGING GROUP	Inv#198103	-101.67
07/10/2008	1065	John Deere Landscapes	Inv#21986963	-200.20
07/10/2008	1066	FIRST IMPRESSION	Inv#40901	-318.20
07/10/2008	1067	GORDON FOOD SERVICE	Inv#758048727	-159.91
07/10/2008	1068	HOWELL TRUE VALUE HARDWARE	Inv#032878	-71.36
07/10/2008	1069	J.J.Jinkleheimer	Inv#15948	-229.50
07/10/2008	1070	LOWE'S	Acct#9900 641641 8	-1,620.34
07/10/2008	1071	Master Media		-142.58
07/10/2008	1072	McDonald Modular Solutions	Inv# RI116830	-375.00
07/10/2008	1073	STANDARD ELECTRIC COMPANY	Inv#1741811-00	-27.96
07/10/2008	1074	WIRELESS ZONE HOWELL	Inv#10021	-39.98
<b>Total</b>				<b>-5,222.22</b>

10:00 AM  
07/15/08

**#504 DPW RESERVE FUND**  
**Payment of Bills**  
June 25 through July 15, 2008

Type    Date    Num    Name    Memo    Amount

No Checks

9:58 AM  
07/15/08

**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
June 25 through July 15, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/03/2008	2024	City of Brighton	04/01 to 06/30/08 #003054-000	-50,363.86
Check	07/08/2008	2025	J.C.'s Countryside Plbg.,LLC		-301.00
<b>TOTAL</b>					<b>-50,664.86</b>

9:55 AM  
07/15/08

**#592 OAK POINTE WATER/SEWER FUND**

**Payment of Bills**

June 25 through July 15, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
07/03/2008	1077	AT & T	06/22 thru 07/21/08	-175.51
07/10/2008	1078	LIVINGSTON GUTTER INC	Inv#2020	-380.00
07/11/2008	1079	BRIGHTON ANALYTICAL LLC	lab costs	-492.00
07/11/2008	1080	CONSUMERS ENERGY	05/21 thru 06/19/08	-16.00
07/11/2008	1081	DTE ENERGY	Electrical Expense 5/29 thru 6/29/08	-6,644.86
07/11/2008	1082	DUBOIS COOPER ASSOCIATES INCORPORATED		-2,534.45
07/11/2008	1083	THE FENCE SPOT		-325.00
07/11/2008	1084	GEO TRANS, INC	INV#0000357275	-11,082.89
07/11/2008	1085	HARTLAND SEPTIC SERVICE	Inv#06180806	-540.00
07/11/2008	1086	HOWELLTRUE VALUE HARDWARE	supplies	-74.90
07/11/2008	1087	J.C.'s Countryside Plbg, LLC	WWTP Hosebib Installation	-133.00
07/11/2008	1088	K & J Electric, INC	Inv#4529	-75.00
07/11/2008	1089	NORTHWEST PIPE AND SUPPLY, INC.	Inv#96437-96465-96439	-155.34
07/11/2008	1090	PEBBLE CREEK SERVICES	Lawn Maintenance6/2-6/20/08	-1,280.00
07/11/2008	1091	PVS Nolwood Chemicals, Inc	Chemicals/Sewer	-908.80
07/11/2008	1092	The Sign Works	Inv#28433	-204.00
07/11/2008	1093	USA Bluebook	Inv#618287	-45.20
07/11/2008	1094	UIS PROGRAMMABLE SERVICES	INV#530332741	-1,301.23
07/11/2008	1095	WASTE MANAGEMENT	Inv#3595016-1389-7	-99.08
07/11/2008	1096	CONSUMERS ENERGY	05/21 thru 06/19/08	-766.69
<b>Total</b>				<b>-27,233.95</b>

9:57 AM  
07/15/08

**#592 OAK POINTE -Capital Improvement WATER/SEWER FUND**

**Payment of Bills**

June 25 through July 15, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/27/2008	1019	FONSON, INC.	Inv#7726 & 7725	-50,403.06
06/27/2008	1020	TETRA TECH, INC.	Inv#50166184	-2,918.00
<b>TOTAL</b>				<b>-53,321.06</b>

9:54 AM  
07/15/08

**#593 LAKE EDGEWOOD W/S FUND**

**Payment of Bills**

June 20 through July 15, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
07/10/2008	1333	FONSON, INC.	Inv#7752 6/4 thru 6/6/08	-484.54
07/10/2008	1334	Brighton Analytical L.L.C.	lab costs	-134.00
07/10/2008	1335	BONK BROTHERS SUPPLIES INC	Inv#453191	-123.00
07/10/2008	1336	Consumers Energy	Acct#10 00 23 7035 54 2740 Breckenridge Dr.	-19.12
07/10/2008	1337	CRAMPTON ELECTRIC CO. INC.	INV#	-650.46
07/10/2008	1338	DOUG COUP	INV#4186	-380.00
07/10/2008	1339	DTE Energy	Electric Service 5/30 thru 6/30/08	-3,702.13
<b>TOTAL</b>				<b>-5,493.25</b>

**Genoa Charter Township Board**  
**Regular Meeting**  
**July 07, 2008**  
**6:30 P.M.**

**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, Paulette Skolarus, Robin Hunt, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal, Township Attorney Rick Heikkinen and approximately seven persons in the audience.

A Call to the Public was made with the following response. Jerry Shipley – I have been trying to get internet service to my area along Chilson Road. Comcast will not provide the service because they will not go under the expressway. The Township Clerk advised me that the contract with Comcast was not exclusive; however Charter will not come into Genoa. The request was referred to Archinal for review with a possible alternative provider.

Wayne Clayton – The 55 speed limit on Herbst is not appropriate. Heikkinen will review legislation that provides the township with some power in determining speed limits within their jurisdiction.

**Approval of Consent Agenda:**

Moved by Ledford, supported by Wildman, to approve the payment of bills, the minutes and ALDI Food Market and to move items 3, 4 & 5 to the regular agenda for discussion. The motion carried unanimously.

**1. Payment of Bills**

**2. Request to approve minutes: 6-16-08**

**3. Request for approval of site plan application, impact assessment and site plan for a proposed 16,877 sq. ft. ALDI Food Market located at 2250/2260 E. Grand River, Howell, Sec. 6, petitioned by Steven Swartz.**

**Approval of Regular Agenda:**

Moved by Hunt, supported by Mortensen, to approve for action all items listed under the regular agenda and to add item 8 – Request for approval of a contract with Scodeller Construction for crack sealing on Township roads as described in the May 15, 2008 correspondence form Archinal with the cost not to exceed \$50,000.00. The motion carried unanimously.

**4. Request for approval for a proposal from ADT for the purchase of one (1) DVR security camera system at \$3,885.00.**

Moved by Hunt, supported by Mortensen, to table until the next meeting of the board. The motion carried unanimously.

**5. Request for approval for the purchase of a wide format plotter at a cost of \$10,884.00 and a color printer at a cost of \$3,357.00**

Moved by Mortensen, supported by Ledford, to table until the next meeting of the board. The motion carried unanimously.

**6. Request for approval of a contract extension with Waste Management.**

Moved by Skolarus, supported by Wildman, to table and schedule a meeting with Waste Management, Ken Palka, Rick Heikkinen and the Administrative Committee to discuss the agreement and make recommendation to the Township Board. The motion carried unanimously.

**7. Request for approval of a contract with Fonson Construction for work to be done on Whitehorse Drive at the cost of \$35,467.00.**

Moved by Ledford, supported by Hunt, to approve the contract with Fonson as requested. The motion carried unanimously.

**8. Request for approval of a contract with Scodeller Construction for crack sealing on Township roads as described in the May 15, 2008 correspondence from Archinal with the cost not to exceed \$50,000.00.**

Moved by Mortensen, supported by Ledford, to approve the crack sealing with Scodeller Construction as requested. Further, with final review and approval by the Township Attorney. The motion carried unanimously.

A call to the public was made with the following response: Daniel Grassi – I owned three parcels of land and combined them and split them into two buildable parcels. The township only granted one riparian right and I would like to appeal that decision. Mr. Grassi will provide a copy of his file, the township attorney will review that file along with township records and a formal request will be presented to the board at an upcoming meeting. Mr. & Mrs. Grassi will be informed of that meeting.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:30 p.m.

Paulette A. Skolarus  
Genoa Township Clerk

(Press/argus 07/11/08)

**Memorandum**

TO: Township Board

FROM: Michael C. Archinal, Township Manager

DATE: July 14, 2008

RE: July 24, 2008 Regular Board Meeting

-CONSIDER APPROVAL OF THE PURCHASE OF ONE (1) DVR SECURITY  
CAMERA SYSTEM AT \$3,885.00.

With the addition of the soccer fields and walking path around the Township Hall, Staff is recommending the current digital video recorder security system be upgraded to allow for larger storage and more cameras. Staff is recommending the "ADT-Owned" option as it is cheaper and there is no other difference, especially in service, between the equipment being owned by the Township or the contractor.

The current digital recorder (with a depreciated value of \$1,200.00) would then be shifted to the Utility Department for use at the Genoa-Oceola plant which has experienced recent vandalism including broken plant gates and locks and cut fences. The G.O. Sewer fund will transfer \$1,200.00 to the General Fund.

**"MOVE TO APPROVE A PROPOSAL FROM ADT FOR THE  
PURCHASE OF ONE (1) DVR SECURITY CAMERA SYSTEM AT  
\$3,885.00**

cc: correspondence



Memorandum

TO: Michael C. Archinal, Township Manager

FROM: Tesha Humphriss, Township Engineer  
Kelly VanMarter, Township Planner  
Adam VanTassell

DATE: July 17, 2008

RE: July 21, 2008 Regular Board Meeting

-CONSIDER APPROVAL OF THE PURCHASE OF 1 NEW LANIER LW-324  
WIDE FORMAT PLOTTER AT THE COST OF \$10, 884.00

-CONSIDER APPROVAL OF THE PURCHASE OF 1 NEW LANIER LP440c  
COLOR PRINTER WITH CABINET STAND AT THE COST OF \$3, 357.00.

With the addition of the Township Engineer position and the growing needs of the Township, Staff is recommending the purchase of a wide format plotter and a color printer. Staff has received 3 bids on the two purchases.

**“MOVE TO APPROVE A PROPOSAL FROM AMERICAN  
IMAGING FOR THE PURCHASE OF ONE (1) NEW LANIER LW-  
324 WIDE FORMAT PLOTTER AT THE COST OF \$10, 884.00**

**“MOVE TO APPROVE A PROPOSAL FROM AMERICAN  
IMAGING FOR THE PURCHASE OF ONE (1) NEW LANIER  
LP440c COLOR PRINTER WITH CABINET STAND AT THE  
COST OF \$3, 357.00”**

cc: correspondence



# BURWOOD

## BUSINESS MACHINES

32401 EDWARD / MADISON HEIGHTS, MI 48071-1446  
 (248) 583-6200 FAX (248) 583-6207  
 www.burwood-1.com

COPIERS • DIGITAL IMAGING SYSTEMS • FACSIMILE SYSTEMS • LASER PRINTERS

"Quality Products - Dependable Service"

### Proposal For:

**Genoa Township**  
 2911 Dorr Road  
 Brighton, Michigan 48114  
 810.227.5225

**Date: July 17, 2008**

## EQUIPMENT INFORMATION AND PRICE SCHEDULE

**LANIER Model LW324 Wide Format**  
**Black/White Digital Imaging System**

**Copy/Print Speed: 4 copies/prints per minute D size**

### LANIER Model LW324

**scan to email, scan to folder & network print**

#### Specifications

80GB Hard Disk Drive – 1GB standard operating memory  
 10/100 base T Network Interface Board & USB 2.0



Machine Options			
The options listed below can be purchased to add value and increase productivity.		(1) Lanier LW324 Wide Format System	\$6,650.00
		(1) Roll Feeder Type A (1 roll)	\$1,595.00
		(1) Paper Cassette Type 240	\$290.00
		(1) Printer Option Type W3600	\$1,595.00
		(1) Scanner Option Type W3600	\$1,120.00
		(1) File Format Converter Type C	\$340.00
Michigan sales tax exempt Add 6% Michigan use tax to each lease pmt.		<b>Total</b>	<b>\$11,590.00</b>

*Cost per copy maintenance and supply contract commences on delivery*

Lease Term	Fair Mkt. Value	
36 Months	\$328.00	

**Burwood Business Machines delivers the LANIER**  
**LW324 Wide Format Digital Imaging System**  
**complete with toner and drum installed – ready to print**

## Adam

---

**From:** Ron J Downs [RJDownsmdc@wowway.com]  
**Sent:** Thursday, July 17, 2008 4:08 PM  
**To:** Amy  
**Cc:** Adam  
**Subject:** FW: Wide format/color printer quote  
**Attachments:** FS-C8100DN%20Web%20Specifications%20Mar6.pdf; 3650w%20Spec%20Sheet\_atype\_Nov16.pdf

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**From:** Ron J Downs [mailto:RJDownsmdc@wowway.com]  
**Sent:** Thursday, July 17, 2008 4:06 PM  
**To:** 'adam@genoa.org'  
**Cc:** 'amy@genoa.org'  
**Subject:** Wide format/color printer quote

Color Printer:

Kyocera FS-C8100DN

32 PPM monochrome/32 PPM color, two 500-sheet universal cassettes, 100-sheet MPT and cabinet. (See brochure for complete features).

Your cost: \$5,995.00

Wide Format:

Kyocera KM-3650W

See brochure for complete features.

Your cost: \$15,195.00

Thank you for this opportunity. If you have any questions call me at 1-586-778-7440.

Sincerely,  
Ron Downs  
Sales Manager  
MDC

# FS-C8100DN SPECIFICATIONS

## BASIC SPECIFICATIONS:

Configuration:	Workgroup Network Color Printer, Standard Duplex, 500 x 2 Sheet Paper Drawers and 100 Sheet Multipurpose Tray, Optional 40GB Printer Hard Disk Drive, Optional Paper Handling and Advanced Finishing.
Resolution:	600 x 600 DPI Resolution (Multi-Bit)
Printer Memory:	Standard 256MB, Upgradeable to 1GB via 100 Pin DIMMS, Optional Printer HDD, Standard CF Card Slot (Type 1)
Electrical Requirements:	120V, 60Hz, 12A
Dimensions:	23.8"W x 26.4"D x 26.8"H
Weight:	176 lbs
Max Duty Cycle:	125,000 Pages Per Month

## CONTROLLER SPECIFICATIONS:

CPU/MHz:	Embedded PowerPC750GL / 800 MHz Controller
Supported PDL/Emulations:	PRESCRIBE, PCL6 (PCL XL, PCL 5c), KPDL3 (PS3), KCGL (HP-GL/2)
Fonts:	136 Outline Fonts for KPDL3, 80 Outline Fonts for PCL XL/5c, 1 Bitmap Font
Windows® OS Compatibility:	Windows® 95/98/Me/NT4.x/2000/XP/2003
Novell® OS Compatibility:	Novell NetWare® 3.x/4.x/5.x/6.x
Mac OS Compatibility:	OS 8.x/9.x/10.x
UNIX OS Compatibility:	Sun OS 4.1.x; Solaris 2.x; AIX, HP-UX (LPR)
Connectivity / Interface:	10/100BaseTX, High Speed USB 2.0, Parallel IEEE1284
KUIO LV Expansion Slots (2):	Optional Printer Hard Disk Drive; Optional IB-23 Secure NIC
Supported Protocols:	TCP/IP, IPX/SPX, AppleTalk, NetBEUI
Driver:	KX Driver for Windows®, PPD for Mac, PPD for Linux/UNIX, Certified Uni Driver, Windows 64-Bit Drivers
Web Interface:	Kyocera Command Center
Utilities:	KMnet Admin, KM-NET Viewer, KM-NET for Clients, KX SpoolCenter, PDF Direct Print, KM-NET for Accounting, PRESCRIBE Utilities

## PAPER SUPPLY:

Standard Paper Sources:	500 x 2 Sheet Paper Drawer, 100 Sheet MPT, Auto Selection / Switching, Add Paper While Running
Drawer Paper Size:	5.5" x 8.5" - 11" x 17"
MPT Paper Size :	5.5" x 8.5" - 11" x 17"
Std / Max Paper Capacity:	1,100 / 4,100
Paper Weight:	16 - 28 lb Bond via Paper Drawers, 16 lb Bond - 120 lb Index via MPT
Input Materials:	Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes

## STANDARD DUPLEX:

Paper Size:	5.5" x 8.5" - 11" x 17"
Paper Weight:	16 - 28 lb Bond
Duplex Modes:	Standard 1:2, 2:2, Book: 2, 2:1

## OUTPUT SPEEDS:

Warm-Up Time:	Within 45 Seconds
First Print Out (Color / Mono):	7.9/5.9 Seconds
Pages Per Minute (Color / Mono):	32/32 Letter, 16/16 Legal, 16/16 Ledger

## PAPER HANDLING OPTIONS:

### FINISHER: DF-710

Stack Capacity:	Main Tray: 3,000 Sheets; Sub Tray (B): 200 Sheets; Sub Tray (C): 50 Sheets
Paper Size:	Main Tray: 8.5" x 11" - 11" x 17"; Sub Tray (B): 5.5" x 8.5" - 11" x 17"; Sub Tray (C): 8.5" x 11"
Paper Weight:	12 lb Bond - 120 lb Index
Staple Capacity:	50 Sheets: 8.5" x 11"; 30 Sheets: 8.5" x 14", 11" x 17"
Edge Staple Position:	3 Positions: Top Left, Bottom Left, Center Bind
Punch:	Optional 2 and 3 Hole
Saddle Stitch/Fold:	Optional Booklet Folder
Dimensions / Weight:	26.9"W x 22.2"D x 42.8"H / 125.6 lbs

## BOOKLET FOLDER UNIT: BF-710

Folding Capacity:	Up to 16 Sheets
Capacity:	1 - 3 Sheets - 30 Booklets; 4 - 6 Sheets - 20 Booklets; 7 - 16 Sheets - 10 Booklets
Paper Size:	8.5" x 11", 8.5" x 14", 11" x 17"
Paper Weight:	16 lb Bond - 120 lb Index, Over 20 lb is one sheet only
Dimensions / Weight:	25.7"W x 17.9"D x 10.5"H / 46.3 lbs

## MULTI-BIN MAILBOX: MT-710

Number of Trays:	7
Tray Capacity:	100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets: 8.5" x 14", 11" x 17"
Paper Weight:	16 - 20 lb Bond
Dimensions / Weight:	20.0"W x 15.7"D x 18.5"H / 22 lbs

## PUNCH UNIT: PH-5A

Paper Size:	8.5" x 11" - 11" x 17"
Paper Weight:	16 - 28 lb Bond
Number of Holes:	2 and 3
Weight:	6.6 lbs

## SIMPLE FINISHER: DF-730

Stack Capacity:	1,000 Sheets
Paper Size:	8.5" x 11" - 11" x 17"
Paper Weight:	16 - 28 lb Bond
Staple Capacity:	30 Sheets: 8.5" x 11"; 20 Sheets: 8.5" x 14", 11" x 17"
Edge Staple Position:	1 Position: Top Left
Dimensions / Weight:	22.0"W x 20.7"D x 36.1"H / 55 lbs

## LARGE CAPACITY TRAY: PF-750

Paper Capacity:	3,000 Sheets
Paper Weight:	16 - 28 lb Bond
Paper Size:	8.5" x 11"
Dimensions / Weight:	23.0"W x 23.6"D x 12.4"H / 50.7 lbs

## DUAL PAPER DRAWERS: PF-710

Paper Capacity:	500 Sheets x 2
Paper Weight:	16 - 28 lb Bond
Paper Size:	5.5" x 8.5" - 11" x 17"
Dimensions / Weight:	23.0"W x 23.2"D x 12.4"H / 57.3 lbs

## OPTIONAL HARD DISK DRIVE:

Enables Document Printing and e-MPS Functions: Private Print, Job Storage, Quick Copy, Proof and Hold, Virtual Mailbox

## ADDITIONAL OPTIONS:

Attachment Kit (AK-710), Attachment Kit (AK-715); Printer Memory: 128, 256, 512MB RAM; Data Security Kit (D), Stand

## CONSUMABLES:

TK-820K:	15,000 pages @ 5% coverage*
TK-820C:	7,000 pages @ 5% coverage
TK-820M:	7,000 pages @ 5% coverage
TK-820Y:	7,000 pages @ 5% coverage

Ships with 7,500 pages for Black and 3,500 pages for CMY @ 5% Coverage.

\*Black Toner (TK-820K) is ISO19752 Certified

Kyocera's objective is to manufacture superior products with a low Total Cost of Ownership (TCO), and have little or no impact on the environment. Kyocera's ECOSYS® Technology provides customers with a printing solution that incorporates life-long consumables and one of the lowest costs per print.

The operating costs of traditional cartridge-based page printers can easily exceed many times the original purchase price during the life of the product.

Evaluate your printer costs today. Visit our TCO Tracker at [www.kyoceramita.com](http://www.kyoceramita.com) and start saving.



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Kyocera Mita America, Inc. Headquarters:  
225 Sand Road, PO Box 40008, Fairfield, NJ 07004-0008, USA  
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IC# 855D400066



[www.kyoceramita.com](http://www.kyoceramita.com)

# KM-3650W Specifications

## BASIC SPECIFICATIONS:

Configuration:	Wide Format MFP with Standard Network Printing and Scanning. Standard with two 500' Paper Rolls, Single Sheet Bypass, Standard 512MB RAM, 80GB HDD, Optional Enhancement Kit.
Technology:	LED
Resolution:	600 x 600 dpi
Original Memory:	Standard 512MB RAM, 80GB HDD
Magnification:	Full Size, 3 Reduction, 5 Enlargement Preset Ratios, 25-400% Zoom in 0.1% steps, XY Zoom
Electrical Requirements:	120V, 60Hz, 15A
Dimensions:	58.5" W x 29.4" D x 49.4" H
Weight:	479 lbs

## OUTPUT SPEEDS:

Warm-Up Time:	Within 5 Minutes, Auto Start
First Print Out (D Size):	Within 24 Seconds
First Copy Out (D Size):	Within 40 Seconds
Pages Per Minute:	11.8' per minute 4 D Size copies/prints per minute

## PAPER SUPPLY:

Standard Paper Sources:	2 Rolls (Max. Capacity 500' per roll), Single Sheet Bypass
Min/Max Roll Width:	11"/36"
Min/Max Bypass Paper Size:	8.5" x 11"/36" x 48"
Paper Weight:	16-20 lbs
Media Type:	Bond Paper, Film, Translucent Bond, Vellum

## DOCUMENT SCANNER:

Scanning Direction:	Face-up Scanning
Scanning Resolution:	600 x 600 dpi
Acceptable Originals:	Width: 8.5" to 36", Length: 11" to 472"
Capacity:	Single Sheet
Standard Drawing Sizes:	Architectural/ANSI/Metric

## OUTPUT:

Output Width:	8.5" - 36"
Output Length:	11" - 472"
Standard Drawing Sizes:	Architectural/ANSI/Metric
Output Tray Capacity:	Up to 10 E Size

## COPY FUNCTIONS:

Imaging Modes:	Line, Grayscale, Line/Grayscale
Continuous Copy:	Up to 99
Additional Copy Features:	Auto Center, Auto Magnification, Auto Paper Select, Rotate Image, Margin Shift, Border Erase, Mirror Image, Interrupt, Repeat Copy, Sort/Group, Date Stamp, Background Removal, Add Job

## CONNECTIVITY:

### Standard Network Controller

#### BASIC SPECIFICATIONS:

Platform:	Linux
Controller:	Duron CPU/2.6GHz
Printer Memory:	Standard 512MB RAM, 80GB HDD (Shared)
Connectivity:	Standard 10/100 Base TX

#### NETWORK PRINT:

Standard File Formats:	HP-GL, HP-GL/2, HP-RTL, Calcomp 906/907, CALS-G4 (TIFF 6.0), TIFF, BMP, JPEG, DXF
------------------------	--

Optional File Formats:	PDF, PostScript (requires UR-32 Option)
Windows® OS Compatibility:	Windows® 2000/XP/Vista
Supported Protocols:	TCP/IP
Drivers:	Windows Print Driver, HDI for AutoCAD®, PostScript Driver
HDI Driver Compatibility:	AutoCad® 2000/2000i/2002/2004/2005/2006/2007/2008
Utilities:	Remote Web Manager, WF Print Client
Print Option:	UG-32 Enhancement Kit

#### NETWORK SCAN:

Resolution:	100, 200, 300, 400, 600
Scan Speed:	Up to 4 D's/minute
Scan Modes:	Line, Grayscale, Line/Grayscale
File Formats:	TIFF(G3/G4), CALS-G4, JPEG, BMP, PDF
Connectivity:	Standard 10/100 Base TX
Supported Protocols:	TCP/IP
Scanning Modes:	Scan to PC/File, Scan to FTP, Web Scanning
Additional Scan Features:	Continuous Scan, Background Removal, Border Erase, Mirror Image, Simultaneous Scan & Copy
Utilities:	Remote Web Manager

Specifications and design are subject to change without notice.  
For the latest on connectivity visit [www.kyoceramita.com](http://www.kyoceramita.com).

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Autodesk®  
Authorized Developer

[www.kyoceramita.com](http://www.kyoceramita.com)



# PROPOSAL

GENOA TOWNSHIP

2911 Dorr Rd  
Brighton, MI 48114

**Presented by:**

Michael A. Ooink  
Print Management Specialist  
American Imaging Inc  
810-220-5800

Copy | Print | Fax | Scan

# LANIER

# American Imaging Inc

---

2150 Pless Dr  
Suite 11  
Brighton, MI 48114

810-220-5800  
Fax: 810-220-5858  
Email: mooink@american-imaging.com  
Website: www.american-imaging.com

June 26, 2008

Mike Archanel

**Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114**

Dear Mike Archanel,

Thank you for the opportunity to present this proposal for a new Lanier Imaging System.

In the following sections of this document, you will find a review of the critical requirements we have discussed, along with details on the proposed solution we are offering.

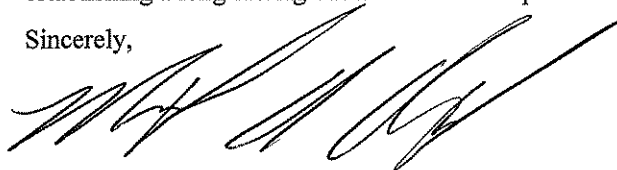
At American Imaging Inc, we are very proud of our reputation for excellent customer service and support, as well as our industry-leading systems that are helping clients achieve new levels of productivity in the workplace. This proposal is just one indication of our commitment to helping each client identify their specific needs, then fill those requirements with the right systems and services to make their office function better.

Because a digital imaging system represents a significant investment, it is important to know that you are making the right choice of both equipment and vendor. We are proud to offer office solutions from Lanier, a respected name in document technology. Founded in 1934, Lanier established early on the importance of designing solutions to meet their customers' specific needs.

I will be in touch with you shortly to review the contents of this proposal. In the meantime, do not hesitate to contact me at 810-220-5800 if you have any immediate questions.

Once again thank you for the opportunity to present this offer to you. I look forward to settling any last questions and establishing a long-lasting business relationship between your company and our dealership.

Sincerely,



Michael A. Ooink  
Print Management Specialist

## Quotation Number

The following Quotation Number(s) is (are) based on the specific imaging system requirements that we have assessed for Genoa Township, as outlined in this proposal.

Quote Number: 1

## The Lanier Solution

In response to the requirements outlined above, American Imaging Inc is proud to propose the following system(s) LANIER LW324 or LW326 for your office environment:

### System Benefits

The Lanier system presented in this proposal provides Genoa Township with the diverse benefits that arise from its advanced digital, multifunction design. Here are some key benefits to keep in mind as you evaluate this offer:

### Lanier LW324 Wide Format System

#### Copy Benefits

- The Lanier LW324 is a compact, convenient Wide Format MFP with a speed of 4 copies/prints/scans per minute that fits your budget and your floor plan
  - Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
  - Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and the Lanier LW324 automatically adjusts to produce sharp, clear output
  - Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
  - Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
  - Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum
  - For printing or scanning, choose either the Embedded Function Options (GW Controller) or the External Controller RW-3600 based on business needs
  - Seamless network integration is made possible with the host of versatile connectivity options, including 1000 Base TX and 802.11b Wireless
  - Sophisticated functionality such as the E-Mail Address Search via LDAP (Lightweight Directory Access Protocol) and WebImageMonitor/Smart Device Monitor (Remote access to the LW324) allows users to customize settings directly from their PC
  - Quickly and easily store/view/retrieve documents on the standard 80GB hard drive Document Server for up to 180 days
-

- Put your mind at ease with intelligent security solutions User Code Authentication, SSL Support, Data Overwrite Security System (DOSS), Encrypted PDF and more
- An environmentally friendly design has minimum ozone emissions and low operating noises that comply with the EPA's Energy Star Program

## Single Solution Benefits

When you think of wide format document production, the words "small space" don't usually come to mind. Until you discover the Lanier LW324 & LW326 wide format systems which allows you to print up to 4ppm/6ppm (D-size). Digital imaging technology means you can securely print, copy, scan, distribute and archive with one surprisingly compact unit. Saving space is great. Saving time is even better.

- Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
- Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and it automatically adjusts to produce sharp, clear output
- Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
- Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
- Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum

## Lanier LW326 Wide Format System

### Copy Benefits

- The Lanier LW326 is a compact, convenient Wide Format copier with a speed of 6 copies/prints/scans per minute that fits your budget and your floor plan
- Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
- Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and the Lanier LW326 automatically adjusts to produce sharp, clear reproductions
- Uses Electro-photographic printing processes for Copying and Printing
- Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
- Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
- Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum
- Offers either the Embedded Function Options (GW Controller) or the External Controller RW-3600 as a Print/Scan options based on your business needs
- Seamless network integration is made possible with the host of versatile connectivity options, including 1000 Base TX and 802.11b Wireless

- Sophisticated functionality such as the E-Mail Address Search via LDAP (Lightweight Directory Access Protocol) and WebImageMonitor/Smart Device Monitor (Remote access to the LW326) allows users to customize settings directly from their PC
- Quickly and easily store/view/retrieve documents on the standard 80GB hard drive Document Server for up to 180 days
- Put your mind at ease with intelligent security solutions like User Code Authentication, SSL Support, Data Overwrite Security System (DOSS), Encrypted PDF and more
- An environmentally friendly design has minimum ozone emissions and low operating noises that comply with the EPA's Energy Star Program

## Single Solution Benefits

When you think of wide format document production, the words "small space" don't usually come to mind. Until you discover the Lanier LW324 & LW326 wide format systems which allows you to print up to 4ppm/6ppm (D-size). Digital imaging technology means you can securely print, copy, scan, distribute and archive with one surprisingly compact unit. Saving space is great. Saving time is even better.

- Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
- Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and it automatically adjusts to produce sharp, clear output
- Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
- Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
- Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum

## LP332cD Color Laser Printer

### Print Benefits

- The LP332cD's laser color technology delivers fast color imaging speed (28 ppm color after 12-sec. First Print Out, 32 ppm black and white after 11-sec. First Print Out) and consistent, high-quality print resolution
- Save time and money – The LP332cD's in-house document finishing eliminates the need for inconvenient and expensive outsourcing
- New Lower Printing Costs. The LP332cD printer offers lower printing costs, competitive with today's copier based solutions with the strength and versatility to more than 70% of the pages in color
- Lanier LP332cD's imaging speeds don't slow down, even in duplex mode
- Standard 2 x 500 sheets plus 100-sheet bypass tray and 256 MB; Duplex is standard; 40GB Hard Disk Drive is optional. Can upgrade to additional paper options to include: 1x 500, 2 x 500, or 2,000 sheet tray input. Sheet Finisher or Booklet Finisher are also available

- Enhance your versatility, reliability and productivity – The LP332cD supports a variety of paper stock weights and sizes simultaneously, including labels, letter, index stock and specialty papers up to 49.6" long (with optional RPCS driver)
- PDF Direct Print feature reduces large file transfers—from the client PC, so you transfer the compact Acrobat PDF file directly to the LP332cD
- The LP332cD is network-ready and available with a comprehensive set of administrative and integration tools for systems administrators and users so they can deploy, monitor, and troubleshoot all the Lanier devices on the network in real time – freeing up the IT department for more mission-critical functions
- The LP332cD offers wireless connectivity options (IEEE 802.11b and Bluetooth) not available on competitive models

## Single Solution Benefits

Isn't it wonderful when your print job is done before you even reach the printer? It's even better when you know all that blazing speed—and brilliant color—come at a very affordable price. The Lanier LP332cD is a simply remarkable laser printer that delivers dazzling color as well as cost-effective productivity for everyone in your office. And it doesn't stop there. The LP332cD gives you seamless networking abilities and options such as expandable paper capacities as well as advanced finishing and scanning capabilities. Now, achieving more in less time is easier than ever.

- Speed up the printing process with 28 ppm color and 32 ppm black & white—with identical speeds in standard duplex mode
- Lower the cost of ownership—the LP332cD's cost-per-print is among the lowest of any color printer in its class
- Make valuable connections—seamless connectivity with all major platforms and network protocols, including TCP/IP, Novell IPX/SPX, AppleTalk and NetBEUI
- Think big and create dazzling presentations and reports on a variety of paper stocks with sheet sizes up to 12" x 18"
- Custom configure to suit your needs—from the standard 2 x 500 sheet feeder up to an optional maximum of 3,100–page total paper capacity
- Eliminate data theft with SmartDeviceMonitor encryption that secures your documents and protects sensitive or proprietary information

## LP440c Color Laser Printer

### Print Benefits

- One solution for many needs – Discover the one color laser printer designed to handle virtually any job for anyone in your office
- Exceptional versatility – From standard business documents to booklets, brochures, flyers and direct mail pieces, this system does it all
- Outstanding image quality – Powerful 4-bit engine technology delivers 9,600 x 600 dpi interpolated with precise registration for sharp images, smooth gradations and exceptional hue
- Vivid colors – Patented PxP™ Toner technology and color matching capability provide rich, bright colors, crisp, clear text and superior definition

- High-speed productivity – Print color, black & white, mixed or duplex documents all at the same rapid speed of 40 pages-per-minute
- Quick start-up times – Near instant readiness and fast color calibration help everyone get their jobs out fast
- Media Flexibility – Choose paper sizes up to 12" x 18", paper stock up to 140 lb. Index, and up to 90 lb. Index when duplexing
- Advanced finishing options include stapling, hole punching, and booklet production capabilities
- Eliminate the high cost of outsourcing – Print full-color, graphic-intensive files in-house and produce a wide range of professional-quality documents at a fraction of the cost
- Cost-effective printing – Low cost-per-page makes color affordable for every job. And extremely low cost of black & white copies makes your total cost of ownership a bargain
- Uninterrupted efficiency – 3,200-sheet paper capacity lets you run job after job without refilling paper trays
- Print PDFs fast – Use our PDF Direct Print capability and prevent time-consuming network congestion
- Print high-quality photos directly from a Pictbridge™ enabled digital camera

## General Benefits

- Remote control – Give users and administrators convenient desktop access to the system with the our user-friendly Web-based remote operations panel
- Local access – Store frequently printed documents and additional fonts right on the device
- E-mail alerts notify users and administrators when the printer needs attention or supplies are low
- Advanced security features like data encryption capabilities, allow you to control access to system functions and protect sensitive information from being shared
- Superior energy and supply-saving features help you minimize costs and reduce power consumption
- Build a system that's just right for you – Choose from a wide range of features and capabilities to design a system that meets your needs and your budget

## Single Solution Benefits

Looking for a color laser printer that does it all? Here's a single solution for your demanding digital environment. Print dramatic, high-quality color images, black & white, mixed documents, even duplex copies at a speed of 40 pages-per-minute. Print on a wide range of paper sizes and stocks. Slash the high cost of outsourcing and produce your own sophisticated booklets, brochures and direct mail pieces in-house. Ideal for the graphics-intensive office, this system is powerful, versatile and reliable.

- Whatever the job, here's a system everyone can rely on for exceptional speed and productivity
- Powerful 4-bit engine technology delivers 9,600 x 600 dpi interpolated with precise registration for sharp images, smooth gradations and exceptional hue

- Patented PxP™ Toner technology and color matching capability provide rich, bright colors, crisp, clear text and superior definition
- Choose paper sizes up to 12" x 18", paper stock up to 140 lb. Index, and up to 90 lb. Index when duplexing
- Finishing options include stapling, hole punching, and booklet production capabilities
- 3,200-sheet paper capacity lets you run job after job without refilling paper trays
- Low cost-per-page makes color affordable for every job. And the low cost of black & white copies makes your cost of ownership a bargain
- Advanced security features like data encryption capabilities allow you to control access to system functions and protect sensitive information from being intercepted

## **Connected Systems Make Everything Work Simpler, Easier and Faster**

Today's office is driven by a growing demand for productivity and information sharing. That's why Lanier products are engineered for easy network connection, making it simpler than ever for you to create efficient workflow strategies and more cost-effective document output processes.

Network connectivity means that your Lanier system can be installed on your office network. With that simple connection, you can instantly put powerful new document creation, management and output functions online — such as desktop faxing, cost-effective multi-copy document production, inline document finishing, or affordable high-speed color printing. Features like document collation and cover sheet insertion, typically associated with a copier, can become available at time of initial document output so you can create ready-to-use sets of sorted, covered, stapled documents easier and faster than ever.

Lanier systems install on the network easily and are compatible with all major network operating systems. Powerful network administration tools simplify system configuration and management. Plus, Lanier's digital output technology delivers all this functionality at lower per page costs than traditional single function devices.

Networking Lanier's digital multifunction technology also opens the door to many unique imaging capabilities that can help you better manage the complete document lifecycle. For example, with systems like GlobalScan, you can scan in documents at high speed, sending the scans to your desktop, your e-mail, networked folders or even across the Internet to other e-mail addresses or Web-based storage systems.

The bottom line — Lanier connectivity and multifunctional versatility add up to systems that work as hard as you do!



# QUOTATION

# LANIER

Quotation Date: 6/26/2008  
Quotation #: 1

### Bill to Information

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

### Ship to Information

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

### Lanier LW324 Wide Format System

Includes 80GB Hard Disk Drive, 10/100baseT Network Interface board and USB 2.0 Interface.

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LW324	Lanier LW324 Wide Format System	\$ 11,298.00	\$ 6,156.00	\$ 6,156.00
2	1	412702	Roll Feeder Type A (1 roll)	\$ 2,120.00	\$ 1,549.00	\$ 1,549.00
3	1	412708	Paper Cassette Type 240	\$ 418.00	\$ 269.00	\$ 269.00
4	1	003216MIU	Printer Option Type W3600	\$ 2,885.00	\$ 1,556.00	\$ 1,556.00
5	1	413707	Scanner Option Type W3600	\$ 1,924.00	\$ 1,038.00	\$ 1,038.00
6	1	412823	File Format Converter Type C	\$ 600.00	\$ 316.00	\$ 316.00
				\$ 19,245.00		
<b>Total System Cost</b>						<b>\$10,884.00</b>



Quotation Date: 6/26/2008  
 Quotation #: 1

**Bill to Information**

Genoa Township  
 2911 Dorr Rd  
 Brighton, MI 48114  
 Attn: Mike Archanel

**Ship to Information**

Genoa Township  
 2911 Dorr Rd  
 Brighton, MI 48114  
 Attn: Mike Archanel

**Lanier LW326 Wide Format System**

Includes 80GB Hard Disk Drive, 10/100baseT Network Interface board and USB 2.0 Interface.

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LW326	Lanier LW326 Wide Format System	\$ 14,000.00	\$9,173.00	\$ 9,173.00
2	1	412702	Roll Feeder Type A (1 roll)	\$2,120.00	\$1,549.00	\$ 1,549.00
3	1	412708	Paper Cassette Type 240	\$ 418.00	\$ 269.00	\$ 269.00
4	1	003216MIU	Printer Option Type W3600	\$2,885.00	\$1,556.00	\$ 1,556.00
5	1	413707	Scanner Option Type W3600	\$1,924.00	\$1,038.00	\$ 1,038.00
6	1	412823	File Format Converter Type C	\$ 600.00	\$ 316.00	\$ 316.00
				\$21,947.00		
<b>Total System Cost</b>						<b>\$13,901.00</b>

**INSTALLATION CHARGES**

setup Training	Installation Charges (Includes Installed Accessories)	Included
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**MAINTENANCE OPTIONS**

DESCRIPTION	COPY ALLOWANCE	BASE CHARGE
Total Maintenance includes all labor, parts, drum, pm's, and toners.	Unlimited	.14 per D Size
Billed quarterly per usage for either system we decide on.		



**LANIER**

Quotation Date: 6/26/2008  
Quotation #: 1

**Bill to Information**

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

**Ship to Information**

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

**LP332cD Color Laser Printer**

Includes starter toner cartridges. Yield 12,000 Black, 5,000 Color. The LP332cD includes 1,100 sheet paper supply, 256MB RAM, Duplex, Ethernet, and USB Connectivity.

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LP332cD	LP332cD Color Laser Printer	\$3,795.00	\$3,036.00	\$ 3,036.00
2	1	402373	FAC28 Cabinet	\$ 180.00	\$ 180.00	\$ <del>180.00</del> 115.00
				<b>\$3,975.00</b>		
Total System Cost						<b>\$3,216.00</b>



**LANIER**

Quotation Date: 6/26/2008  
Quotation #: 1

**Bill to Information**

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

**Ship to Information**

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

**LP440c Color Laser Printer**

40-ppm for color and monochrome prints. Mainframe includes 2 x 550-sheet Paper Tray, 100-sheet Bypass Tray, 256MB RAM, 40GB Hard Disk Drive and integrated Duplex. Ships with Starter Toner that yields 10K prints for monochrome and 8K for color. □

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LP440c	LP440c Color Laser Printer	\$3,999.00	\$3,199.00	\$ 3,199.00
2	1	402849	FAC35 Cabinet Stand	\$ 175.00	\$ 175.00	\$ <del>175.00</del> 158.00
				<b>\$4,174.00</b>		
Total System Cost						<b>\$3,374.00</b>

**INSTALLATION CHARGES**

Setup Training	Installation Charges (Includes Installed Accessories)	Included
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**MAINTENANCE OPTIONS**

DESCRIPTION	COPY ALLOWANCE	BASE CHARGE
Total Maintenance includes all labor, parts, drum, pm's, and toners.	Unlimited	.012 black .065 per color
Billed quarterly per usage for either system we decide on.		



# LANIER

Quotation Date: 6/26/2008  
Quotation #: 1

### Bill to Information

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

### Ship to Information

Genoa Township  
2911 Dorr Rd  
Brighton, MI 48114  
Attn: Mike Archanel

Thank you for the opportunity to quote on the Lanier product(s) listed in this Quotation. This Quotation includes pricing for: Lanier LW324 Wide Format System, Lanier LW326 Wide Format System, LP332cD Color Laser Printer and LP440c Color Laser Printer. Your total system price for all quoted products, exclusive of taxes, installation charges, consumables, and maintenance options, is listed below.

ITEM DESCRIPTION	QTY	PURCHASE PRICE
<b>Model:</b>		
Lanier LW324 Wide Format System	1	\$6,156.00
<b>Accessories:</b>		
Roll Feeder Type A (1 roll)	1	\$1,549.00
Paper Cassette Type 240	1	\$269.00
0	0	\$0.00
Printer Option Type W3600	1	\$1,556.00
Scanner Option Type W3600	1	\$1,038.00
File Format Converter Type C	1	\$316.00
<b>Model:</b>		
Lanier LW326 Wide Format System	1	\$9,173.00
<b>Accessories:</b>		
Roll Feeder Type A (1 roll)	1	\$1,549.00
Paper Cassette Type 240	1	\$269.00
0	0	\$0.00
Printer Option Type W3600	1	\$1,556.00
Scanner Option Type W3600	1	\$1,038.00
File Format Converter Type C	1	\$316.00
<b>Model:</b>		
LP332cD Color Laser Printer	1	\$3,036.00
<b>Accessories:</b>		
FAC28 Cabinet	1	\$180.00
<b>Model:</b>		
LP440c Color Laser Printer	1	\$3,199.00
<b>Accessories:</b>		
FAC35 Cabinet Stand	1	\$175.00

## **ORDERING INFORMATION**

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### **Submit Order To:**

Michael A. Ooink  
American Imaging Inc  
2150 Pless Dr  
Suite 11  
Brighton , MI 48114 Livingston  
Phone: 810-220-5800  
Fax: 810-220-5858  
E-Mail: [mooink@american-imaging.com](mailto:mooink@american-imaging.com)

## MEMORANDUM

TO: Township Board  
FROM: Michael Archinal  
DATE: 3/14/08  
RE: FY 2008/2009 Roads

The Township has typically spent between \$250,000 and \$300,000 per year on road improvements. Last year we were attempting to pave Challis/Conrad however, because of Road Commission, right-of-way and property owner issues this project is not likely to move forward in the short term. This disappointment, in effect, delayed our road improvement program by one year.

In addition to Challis/Conrad, last year's budget included substantial funds for the purchase of land for a park. Since neither of these projects came to fruition our fund balance is in an improved position. The FY 2008/2009 budget proposes a "catch-up" to make up for last year with a \$605,000 General Fund transfer for road improvements.

### **PARDEE/WESTPHAL/BEATTIE**

The largest expenditure is for a crushed limestone installation on Pardee, Westphal and Beattie roads. These roads represent 2.5 miles of contiguous improvement which will make grading operations easier for the Road Commission. Having consistent material on adjacent roads is therefore beneficial. These roads are also of a type that will not have to be paved for a very long time. Crushed limestone creates a very durable driving surface. It does not however make a very good base for paving. We have a quote from Fonson Construction for \$266,000. Based on conversations with the LCRC I am recommending adding \$24,000 to this amount to provide for additional material and drainage improvements.

### **BRIGHTON ROAD**

Brighton Road west of Chilson was paved approximately 15 years ago and has failed, especially in the area immediately west of the railroad tracks. This is a project very similar to Crooked Lake Road in which the Township paid for the existing paved surface to be crushed, reshaped and paved. We have received numerous complaints from our residents on this stretch of asphalt as it serves a large portion of our southwestern subdivisions. The Engineer's opinion of probable cost is \$140,000.

### **SUBDIVISION CRACKSEALING**

A new wrinkle to this year's program is subdivision crack sealing. You may recall that several months ago you commissioned a study to rate our subdivision roads. The study rated our roads from 10 to 1 with 10 being the best. The results of this study follow this report. Through private development and Special Assessment Districts we have a large number of roads that are fairly new and in fairly good shape. These roads represent a

huge investment and a huge future expense if they are not properly maintained. Roads with ratings of 7 or higher can receive benefit from hot rubber overbanding a.k.a. crack sealing. Lower rated pavement sections require sealcoating or resurfacing and are much more expensive. This program recommends treatment to those pavements that can have their useful life extended through relatively inexpensive cracksealing. In addition to responsible infrastructure management this treatment allows for a large number of subdivisions to receive improvement. \$127,000 of cracksealing is proposed for the attached roads. I recommend that we continue an aggressive cracksealing program in the future.

#### **PARDEE LAKE ROAD DRAINAGE**

A private 4" drain tile that used to convey water off of Coon Lake Road near Pardee Lake Road was damaged or removed last year. It is unclear who the responsible party is. Properties in the area and Coon Lake Road are receiving significant flooding. Typically the Road Commission the Drain Commission and the Township would work together to form a drainage district to address the problem. The Township portion of such a district is usually 25%. The Road Commission plans to directionally drill a new pipe to drain this area. The estimated cost is \$36,000. Because of the soft costs associated with establishing a district this type of low cost project is not a good candidate for a district. The budget includes an \$18,000 contribution for this improvement.

#### **WHITEHORSE DRIVE**

Whitehorse Drive has proved to be my magnum opus. Among the laundry list of things the LCRC has required prior to accepting this road is improvement to the existing paved portion adjacent to Gold's Gym. We are actually getting closer to finalizing LCRC acceptance. This budget includes \$28,000 for this improvement.

#### **CONCLUSION**

All in all this year represents an aggressive schedule that will provide direct and tangible benefits to our constituents. They also represent projects that I am confident we can accomplish without obstruction from other parties. I was frankly disappointed with our inability to deliver on Challis/Conrad. I am excited about what this plan includes and look forward to successfully completing the projects herein.

I will not be in attendance on 3/17/08. I will be on a family vacation and I know this represents a lot of money. If there is no disagreement with the total amount of \$605,000 and if there are specific issues or questions that can not be answered I recommend that you adopt the budget and table whatever portion is a concern. I can then revise or clarify the program at a future meeting.

# OPINION OF PROBABLE CONSTRUCTION COST

## TETRA TECH

123 Brighton Lake Road, Suite 203, Brighton, MI 48116

Telephone: (810) 220-2112 FAX: (810) 220-0094

PROJECT: Brighton Road Between Chilson and Timberview  
 LOCATION: Genoa Township  
 BASIS FOR ESTIMATE:  CONCEPTUAL  PRELIMINARY  FINAL  
 WORK: Crush, Reshape, and Pave Brighton Road  
1100 Linear Feet

DATE: 3/13/2008  
 PROJECT NO. \_\_\_\_\_  
 ESTIMATOR: T. Humphriss  
 CHECKED BY: G. Markstrom  
 CURRENT ENR: \_\_\_\_\_

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Traffic Control	1	LS	\$10,000.00	\$10,000.00
3	Pulverize	3,200	SY	\$2.50	\$8,000.00
4	Reshape & Grade	11	Sta	\$1,800.00	\$19,800.00
5	Hot Mix Asphalt - 4-inches total, 2 lifts	710	Tons	\$65.00	\$46,150.00
6	Shoulder - 23A Limestone	2,200	LF	\$1.50	\$3,300.00
7	Restoration	1	LS	\$5,000.00	\$5,000.00
8	Railroad Crossing Permit/Insurance	1	LS	\$10,000.00	\$10,000.00
9					
10					
11					
12	SUBTOTAL				\$112,000.00
13	Contingencies (10%)				\$11,200.00
14	Adminstration, Engineering, Legal (15%)				\$16,800.00
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
<b>TOTAL CONSTRUCTION COST</b>					<b>\$140,000.00</b>



ConsensusDOCS™ proudly endorsed by the following:



02

CONSENSUSDOCS NO. 205

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job Number: \_\_\_\_\_

Account Code: \_\_\_\_\_

This Agreement is made this 16 day of July, 2008, by and between

OWNER,

Genoa Township
2911 Dorr Road
Brighton, MI 48116

and

CONTRACTOR,

Fonson, Inc.

7644 Whitmore Lake Road

Brighton, MI 48116

PROJECT: Genoa Township 2008 Brighton Road Improvements

ARCHITECT/ENGINEER:

Tetra Tech

123 Brighton Lake Road, Suite 203

Brighton, MI 48116

1. **THE WORK** Fonson, Inc. shall furnish construction administration and management services and use Fonson, Inc.'s diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Fonson, Inc. shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

2. **CONTRACT PRICE** As full compensation for performance by Fonson, Inc. of the Work, Genoa Township shall pay Fonson, Inc. per the T&M Billings submitted. The estimated Contract price is One Hundred Six Thousand Seven Hundred Twenty Three Dollars (\$106,723.00). The estimated contract price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Work, 02 pages. (Base Bid Summary as Submitted on 02/08/08)

EXHIBIT C: Progress Schedule, 0 pages.

EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, 01 pages. (Refer to Exhibit 'A')

4. **ETHICS** The Genoa Township and the Fonson, Inc. shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) The Fonson, Inc. and the Genoa Township warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

5. **CONTRACTOR'S RESPONSIBILITIES** Fonson, Inc. shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

5.1 Except for permits and fees that are the responsibility of the Genoa Township pursuant to this Agreement, Fonson, Inc. shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

5.2 Fonson, Inc. shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Fonson, Inc..

5.3 In the event that Genoa Township elects to perform work at the Worksite directly or by others retained by Genoa Township, Fonson, Inc. and Genoa Township shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Genoa Township shall require each separate contractor to cooperate with Fonson, Inc. and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as

reasonably inferable from the Contract Documents, prior to commencing the Work, Fonson, Inc. shall examine and compare the drawings and specifications with information furnished by Genoa Township pursuant to Paragraph 6.2; relevant field measurements made by Fonson, Inc.; and any visible conditions at the Worksite affecting the Work.

## 5.5 WARRANTY

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Fonson, Inc. warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Fonson, Inc. further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Fonson, Inc.'s warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Genoa Township or others retained by Genoa Township, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Genoa Township shall promptly notify Fonson, Inc. in writing. Unless Genoa Township provides written acceptance of the condition, Fonson, Inc. shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY Fonson, Inc. shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Fonson, Inc.'s subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Fonson, Inc. shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Fonson, Inc. shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Genoa Township as certified by an independent testing laboratory and approved by the appropriate government agency. If Fonson, Inc. incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE Fonson, Inc. shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Fonson, Inc. in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.9 SUBMITTALS Fonson, Inc. shall submit to Genoa Township and, if directed, to its Engineer (Tetra Tech) for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. Fonson, Inc. shall be responsible to Genoa Township for the accuracy and conformity of its submittals to the Contract Documents. Fonson, Inc. shall prepare and deliver its submittals to Genoa Township in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Genoa Township and others retained by Genoa Township. When Fonson, Inc. delivers its submittals to Genoa Township, Fonson, Inc. shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Fonson, Inc. submittal shall not be deemed to authorize deviations, substitutions or changes

in the requirements of the Contract Documents unless express written approval is obtained from Genoa Township specifically authorizing such deviation, substitution or change. Further, Genoa Township shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Fonson, Inc.. Genoa Township shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Fonson, Inc. shall perform all Work strictly in accordance with approved submittals. Genoa Township's approval does not relieve Fonson, Inc. from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

**5.10 SITE CONDITIONS** If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Fonson, Inc. shall stop Work and give immediate written notice of the condition to Genoa Township and the Engineer (Tetra Tech). Fonson, Inc. shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

**5.11 CUTTING, FITTING AND PATCHING** Fonson, Inc. shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Genoa Township or others retained by Genoa Township.

**5.12 CLEANING UP** Fonson, Inc. shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Fonson, Inc. shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Fonson, Inc. shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Fonson, Inc. shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

**6. OWNER'S RESPONSIBILITIES** Any information or services to be provided by Genoa Township shall be provided in a timely manner so as not to delay the Work.

**6.1 FINANCIAL INFORMATION** Prior to commencement of the Work and thereafter at the written request of Fonson, Inc., Genoa Township shall provide Fonson, Inc. with evidence of Project financing. Evidence of such financing shall be a condition precedent to Fonson, Inc.'s commencing or continuing the Work. Fonson, Inc. shall be notified prior to any material change in Project financing.

**6.2 WORKSITE INFORMATION** Genoa Township shall provide at Genoa Township's expense and with reasonable promptness the following, which Fonson, Inc. shall be entitled to rely upon for its accuracy and completeness:

6.2.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

6.2.3 any other information or services requested in writing by Fonson, Inc. that are relevant to Fonson, Inc.'s performance of the Work and under Genoa Township's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Fonson, Inc. in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of Fonson, Inc. pursuant to this Agreement, Genoa Township shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If the Genoa Township requires that the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. exchange documents and data in electronic or digital form, prior to any such exchange, the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. SUBCONTRACTS Work not performed by Fonson, Inc. with its own forces shall be performed by subcontractors. Fonson, Inc. agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

## 8. CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below:

8.2 TIME Substantial Completion of the Work shall be achieved in One Hundred Twenty (120) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within Thirty (30) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

## 10. DELAYS AND EXTENSIONS OF TIME

10.1 If the Fonson, Inc. is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Fonson, Inc., the Fonson, Inc. shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Fonson, Inc. include, but are not limited to, the following: acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others; changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Fonson, Inc.; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Genoa Township pending dispute resolution. The Fonson, Inc. shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Paragraph 12.

10.2 In addition, if the Fonson, Inc. incurs additional costs as a result of a delay that is caused by acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others, changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Genoa Township pending dispute resolution, the Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, Fonson, Inc. shall provide prompt written notice to Genoa Township of the cause of such delays after Fonson, Inc. first recognizes the delay. Genoa Township and Fonson, Inc. agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Fonson, Inc. requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Fonson, Inc. shall give Genoa Township written notice of the claim. If Fonson, Inc. causes delay in the completion of the Work, Genoa Township shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Genoa Township may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if Fonson, Inc. reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Genoa Township shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Fonson, Inc.'s overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

## 12. CHANGES

12.1 Fonson, Inc. may request and/or Genoa Township may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 Genoa Township and Fonson, Inc. shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

### 12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by Genoa Township and Fonson, Inc. plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree; or

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Genoa Township or Fonson, Inc., such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK Fonson, Inc. shall not be obligated to perform Changed Work until a Change Order has been executed by Genoa Township and Fonson, Inc..

## 13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Fonson, Inc. shall prepare and submit to Genoa Township, and if directed, its Engineer (Tetra Tech), a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Fonson, Inc. shall submit to Genoa Township and, if directed, its Engineer (Tetra Tech) a monthly application for payment no later than the first Day of the calendar month for the preceding thirty (30) Days. Fonson, Inc.'s applications for payment shall be itemized and supported by Fonson, Inc.'s schedule of values and any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. Genoa Township shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (30) Days after Fonson, Inc. has submitted a complete and accurate payment application. Genoa Township may deduct, from any progress payment, such amounts as may be retained pursuant to Paragraph 13.4.

13.3 RETAINAGE From each progress payment made prior to Substantial Completion Genoa Township may retain zero percent (0 %) of the amount otherwise due after deduction of any amounts

as provided in Paragraph 13.4 of this Agreement.

**13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION** Genoa Township may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Genoa Township from loss or damage based upon the following, to the extent that Fonson, Inc. is responsible for such under this Agreement:

13.4.1 Fonson, Inc.'s repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Fonson, Inc. to Genoa Township or to others retained by Genoa Township to whom the Genoa Township may be liable;

13.4.3 Fonson, Inc.'s failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the Work following receipt of such payment from Genoa Township;

13.4.4 Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

No later than seven (7) Days after receipt of an application for payment, Genoa Township shall give written notice to Fonson, Inc. disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

**13.5 PAYMENT DELAY** If for any reason not the fault of Fonson, Inc., Fonson, Inc. does not receive a progress payment from Genoa Township within seven (7) Days after the time such payment is due, Fonson, Inc., upon giving seven (7) Days' written notice to Genoa Township, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Fonson, Inc. has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

**13.6 SUBSTANTIAL COMPLETION** When Substantial Completion of the Work or a designated portion thereof is achieved, Fonson, Inc. shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Genoa Township and Fonson, Inc. for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Fonson, Inc. to Genoa Township for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Genoa Township of the Certificate of Substantial Completion, Genoa Township shall pay to Fonson, Inc. the remaining retainage held by Genoa Township for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Genoa Township and Fonson, Inc. as necessary to achieve final completion. Uncompleted items shall be completed by Fonson, Inc. in a mutually agreed time frame. Genoa Township shall pay Fonson, Inc. monthly the amount retained for unfinished items as each item is completed.

**13.7 FINAL COMPLETION** When final completion has been achieved, Fonson, Inc. shall prepare for Genoa Township's acceptance a final application for payment stating that to the best of Fonson, Inc.'s knowledge, and based on Genoa Township's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Fonson, Inc.

within twenty (20) Days after Fonson, Inc. has submitted to the Genoa Township a complete and accurate application for final payment and the following submissions:

13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Genoa Township's property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by Fonson, Inc. or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

#### 14. INDEMNITY

14.1 To the fullest extent permitted by law, Fonson, Inc. shall indemnify and hold harmless the Genoa Township, Genoa Township's officers, directors, members, consultants, agents and employees and the Engineer (Tetra Tech) (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work to the extent caused by the negligent acts or omissions of the Fonson, Inc., subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Fonson, Inc. shall be entitled to reimbursement of any defense costs paid above Fonson, Inc.'s percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, Genoa Township shall indemnify and hold harmless Fonson, Inc., its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township, but only to the extent of the negligent acts or omissions of the Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township. The Genoa Township shall be entitled to reimbursement of any defense costs paid above Genoa Township's percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Fonson, Inc., anyone directly or indirectly employed by the Fonson, Inc. or anyone for whose acts the Fonson, Inc. may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Fonson, Inc. under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

#### 15. INSURANCE

15.1 Prior to the start of the Work, the Fonson, Inc. shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, the Fonson, Inc. shall provide the Genoa Township with certificates of the insurance coverage required. The Fonson, Inc.'s Employers' Liability, Business Automobile Liability, and

Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$500,000.00

Bodily Injury by Accident

Each Accident

b. \$1,000,000.00

Bodily Injury by Disease

Policy Limit

c. \$500,000.00

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$1,000,000.00

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$1,000,000.00

Each Occurrence

b. \$1,000,000.00

General Aggregate

c. \$2,000,000.00

Products/Completed

Operations Aggregate

d. \$2,000,000.00

Personal and Advertising

Injury Limit \$1,000,000.00

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The Fonson, Inc. shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Fonson, Inc. fails to obtain or maintain any insurance coverage required under this Agreement, the Genoa Township may purchase such coverage and charge the expense to the Fonson, Inc., or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Genoa Township. The Fonson, Inc. shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Fonson, Inc. shall furnish the Genoa Township with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of Work, the Genoa Township shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Fonson, Inc., Subcontractors, Sub-subcontractors, Material

Suppliers and Engineer (Tetra Tech) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The Genoa Township shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (Tetra Tech). This insurance shall remain in effect until final payment has been made or until no person or entity other than the Genoa Township has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Genoa Township has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, the Genoa Township shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If the Genoa Township does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Genoa Township shall give written notice to the Fonson, Inc. and the Engineer (Tetra Tech) before the Work is commenced. The Fonson, Inc. may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Genoa Township in a Change Order. The Genoa Township shall be responsible for all of Fonson, Inc.'s costs reasonably attributed to the Genoa Township's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 Genoa Township and Fonson, Inc. waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the Engineer (Tetra Tech) for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Fonson, Inc. may have for the failure of the Genoa Township to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of Fonson, Inc.'s Commercial General Liability Insurance specified in Paragraph 15.1 or - Dollars (\$-) whichever is more, the Fonson, Inc. shall indemnify and hold harmless the Genoa Township against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Genoa Township's existing adjacent property that may arise from the performance of the Work, to the extent caused by of the negligent acts or omissions of the Fonson, Inc., Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE The Genoa Township may procure and maintain insurance against loss of use of the Genoa Township's property caused by fire or other casualty loss. The Genoa Township shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Genoa Township's errors or omissions.

15.5 ADDITIONAL LIABILITY COVERAGE Genoa Township \_\_\_\_\_ shall/xshall not (indicate one) require Fonson, Inc. to purchase and maintain liability coverage, primary to Genoa Township's coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5. the additional liability coverage required of the Subcontractor shall be: [Designate Required Coverage]

x .1 ADDITIONAL INSURED. Genoa Township shall be named as an additional insured on Fonson, Inc.'s Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Fonson, Inc., or those acting on Fonson, Inc.'s behalf, in the performance of Fonson, Inc.'s Work for Genoa Township at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Genoa Township directly or the costs may be reimbursed by Genoa Township to Fonson,

Inc. by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, Fonson, Inc. shall obtain and furnish to the Genoa Township a certificate evidencing that the additional liability coverages have been procured.

16. **BONDS** Performance and Payment Bonds \_\_\_ are/x are not required of Subcontractor. Such bonds shall be issued by a surety admitted in Michigan and must be acceptable to Fonson, Inc.. Fonson, Inc.'s acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Excluding losses covered by insurance required by the Contract Documents, the Genoa Township and Fonson, Inc. agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Genoa Township agrees to waive damages including but not limited to the Genoa Township's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Fonson, Inc. agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The Genoa Township and the Fonson, Inc. shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. **RISK OF LOSS** Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the Fonson, Inc. until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

#### 19. **NOTICE TO CURE AND TERMINATION**

19.1 **NOTICE TO CURE A DEFAULT** If Fonson, Inc. persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Fonson, Inc. may be deemed in default. If Fonson, Inc. fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Genoa Township shall give the Fonson, Inc. a second written notice to correct the default within a three (3) business Day period. If the Fonson, Inc. fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Genoa Township, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Fonson, Inc. who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 **TERMINATION BY OWNER** If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, Fonson, Inc. fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Genoa Township may notify Fonson, Inc. that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, Genoa Township may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Genoa Township under Paragraph 19.1. If Genoa Township's costs arising out of Fonson, Inc.'s failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Fonson, Inc. shall be liable to Genoa Township for such excess costs. If Genoa Township's costs are less than the unpaid Contract Price, Genoa Township shall pay the difference to Fonson, Inc.. In the event Genoa Township exercises its rights under this Paragraph, upon the request of Fonson, Inc., Genoa

Township shall furnish to Fonson, Inc. a detailed accounting of the costs incurred by Genoa Township.

19.2.1 The Genoa Township shall make reasonable efforts to mitigate damages arising from the Fonson, Inc. default and shall promptly invoice the Fonson, Inc. for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 TERMINATION BY CONTRACTOR Upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Fonson, Inc. for any of the following reasons:

- .1 under court order or order of other governmental authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Fonson, Inc., materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate the Agreement if Genoa Township:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over Fonson, Inc.'s reasonable objection, or
- .3 fails to pay Fonson, Inc. in accordance with this Agreement and Fonson, Inc. has complied with the notice provisions of Paragraph 14.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by Fonson, Inc. pursuant to this Agreement, Fonson, Inc. shall be entitled to recover from Genoa Township payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

## 20. CLAIMS AND DISPUTE RESOLUTION

20.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in Paragraphs 10.2 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Fonson, Inc. shall give Genoa Township written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Fonson, Inc. first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Fonson, Inc. shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Fonson, Inc. continues to perform, Genoa Township shall continue to make payments in accordance with the Agreement.

20.3 INITIAL DISPUTE RESOLUTION PROCESSES If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration

rules. The administration of the arbitration shall be as mutually agreed by the Parties.

x Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT Neither Genoa Township nor Fonson, Inc. shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: Genoa Township

BY: .....

PRINT NAME \_\_\_\_\_

PRINT TITLE \_\_\_\_\_

ATTEST: .....

CONTRACTOR: Fonson, Inc.

BY: .....

PRINT NAME Michael S. Fraker

PRINT TITLE Project Manager

ATTEST: .....

# EXHIBIT 'A'

## Cost Estimate

**FONSON, INC.**

**Site Development  
Road Builders  
Sewer and Water**

**Fonson, Inc.**

7644 Whitmore Lake Road  
Brighton, Michigan 48116  
Contact: Michael S. Fraker  
Phone: (810) 231-5188  
Fax: (810) 231-5404

Quote To: Genoa Township

Job Name: Genoa Twp., Brighton Road Maint.

Location:

Engineer: Tetra Tech

Date of Plans: 07/09/08

Bid Date: 07/16/08

Revision Date:

Contact: Ms. Tesha Humphriss

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	2,500.00	2,500.00
20	Construction Signing / Traffic Control	1.00	LS	2,650.00	2,650.00
30	Asphalt Millings - Maintenance Gravel	66.00	TON	30.00	1,980.00
40	36" Silt Fence	1,550.00	LF	2.00	3,100.00
50	Inlet Filters (As Required)	3.00	EA	200.00	600.00
60	Sawcut Asphalt - 4"	200.00	LF	1.00	200.00
70	Pulverize Existing Roadway	3,351.00	SYD	4.25	14,241.75
80	Subgrade Undercut - Type I	25.00	CYD	34.00	850.00
90	Fine Grade Roadway	3,351.00	SYD	1.25	4,188.75
100	HMA 3C, 3"	3,351.00	SYD	12.00	40,212.00
110	HMA 4C, 1.5"	3,351.00	SYD	6.00	20,106.00
120	Bit Approach	45.00	TON	110.00	4,950.00
130	2' Wide Gravel Shoulder, 4"	315.00	SYD	13.00	4,095.00
140	Pavement Markings	1.00	LS	2,250.00	2,250.00
150	Misc. Restoration (Topsoil/Seed/Straw Mulch)	800.00	SYD	6.00	4,800.00
<b>GRAND TOTAL</b>					<b>\$106,723.50</b>

**NOTES:**

Work not included in the above bid:

Soil Erosion Permit, Permit Fee's, Inspection Fee's, Tap Fee's, Bonds, Engineering, Construction Staking, Soils or Compacting Testing, Dewatering, Utility Relocation or Abandonment, Electrical Demo, Remediation Work or Contaminated Material Removal, Sand Backfill, Landscape Plantings, Installation or relocation of Franchise Utilities or any other Items not listed.

No Work Items Shall Be Implied or Inferred as a result of this Bid Submission.

All items are to remain bundled unless otherwise discussed.

Due to material volatility, asphalt paving quote good for 20 days. Adjustments to be openly negotiated with owner.

# EXHIBIT 'A'

Road to remain closed for Three days.

One Mobilization has been included with the base bid. Additional Mobilizations will be charged At \$750.00.

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal; Township Manager

DATE: 7/17/08

RE: Waste Management Contract Extension

This matter was tabled at the 7/7/08 Board Meeting. The draft contract and related information contained a math error and some nebulous language. A meeting as held with Waste Management and staff and outstanding items have been corrected and clarified. The changes were relatively minor. A redlined copy of the agreement is attached. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a three year contract extension with Waste Management.**

### **THIRD ADDENDUM TO CONTRACT FOR REFUSE REMOVAL**

This Third Addendum to Contract for Refuse Removal ("Third Addendum") is made and entered into as of the 31<sup>st</sup> day of July, 2008 by and between Genoa Township, a Michigan municipal corporation ("Township") and Waste Management of Michigan, Inc., a Michigan corporation ("WMM").

**1. Statement of Purpose.**

The parties entered into a Contract for Refuse Disposal dated August 19, 1998, which was amended by a First Addendum dated July 20, 1999 and a Second Addendum dated as of July 1, 2003 (collectively, the "Contract").

The term of the Contract expires on July 31, 2008, and the parties desire to extend the term for an additional three (3) year period, through July 31, 2011. The parties further desire to amend certain of the terms and conditions of the Contract, in accordance with the terms set forth below.

In consideration of the mutual benefits set forth herein, the parties hereby agree as follows:

**2. Term.**

Paragraph 1 of the Contract is hereby rewritten in its entirety, and shall read as follows:

(a) The term of this Contract shall be for a period of three years, commencing August 1, 2008 and continuing through July 31, 2011.

(b) This Agreement may be extended for an additional two-year period of time, by mutual execution of an addendum to the Contract. In addition, the parties may elect to extend the term of the Contract for additional periods of time, upon mutual execution of an addendum to the Contract.

3. Contract Price and Adjustments.

Paragraph 2 of the Contract is hereby rewritten in its entirety, and shall read as follows:

(a) The Township agrees to pay WMM and WMM agrees to accept, in full consideration of the services rendered, the following rates:

8/1/08 - 7/31/09:	\$ 9.97 per month per unit
8/1/09 - 7/31/10:	\$10.17 per month per unit
8/1/10 - 7/31/11:	\$10.37 per month per unit

(b) Each ~~February, 1 and August, 1, commencing August, 1, 2008~~, the residential unit count will be updated to reflect additions and/or deletions to the number of units, for purposes of calculating future billings.

Deleted: January  
Deleted: July  
Deleted: July

(c) WMM shall, on a monthly basis, calculate the diesel fuel surcharge based upon the Fuel Adjustment Factor, which is determined as follows.

(i) Effective the August 2008 billing month, at the end of each billing month, a Fuel Adjustment Factor shall be calculated based upon increases in the average price of diesel fuel (taking the average of the four most recently reported weekly figures), as reported weekly by the Energy Information Administration of the U.S. Department of Energy as Midwest PADD II, or any successor index (which average shall be referred to as the "Base Rate"), above a base rate of \$4.25 per gallon ("Base Rate").

Deleted: or below

(ii) The Index Rate is currently found at the following website:  
[http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp)

Deleted: or below

(iii) For each \$.04 Fuel Adjustment increase above the Base Rate in a given month, the unit rate will increase by \$.01 per home per month. The fuel adjustment shall be calculated on a monthly basis based on the given months

reported of fuel pricing and notice of such calculation shall be given to the Township.

(iv) WM shall issue an invoice each six months, beginning February 1, 2009, covering the Fuel Adjustment Factors for the previous six-month period for months where fuel exceeds \$4.25 per gallon. In the event the Township is obligated to provide an additional payment, it shall do so within 30 days from receipt of the statement.

- Deleted: ¶
- Deleted: statement
- Deleted: January
- Deleted: falls above

(v) In the event the Base Rate exceeds the following levels during the following periods of time:

August 1, 2008 to to July 31, 2009; \$5.00

August 1, 2009 to July 31, 2010; \$5.50

August 1, 2010 to July 31, 2011; \$6.00

- Deleted: 2008-2009
- Deleted: 2009-2010
- Deleted: 2010-2013
- Deleted: subject to

there shall be no adjustment in the unit rates above such levels, and the following terms apply.

- Deleted: .
- Deleted: Index Rate

(vi) In the event the reported fuel pricing exceeds \$6.00 per gallon at any time during the term of the Agreement, WMM shall so notify the Township in writing. The parties shall have 30 days from the date of Township's receipt of such notice to attempt in good faith to negotiate an appropriate unit rate adjustment. If agreement cannot be reached within such 30-day period, the Contract shall automatically terminate 60 days following the expiration of the 30-day negotiation period.

(vii) Any new or imposed local, state or federal governmental fees relating to the disposal or transportation of such material shall be passed onto the

Township by the Contract with 30 day written notice with proof of such increase.

4. **Ratification.**

The terms of the Contract, as amended by the terms of this Third Addendum, is hereby ratified and affirmed, and shall remain in full force and effect.

This Third Addendum is entered into on the date set forth above by the duly authorized representatives of the parties.

**GENOA TOWNSHIP**

**WASTE MANAGEMENT OF  
MICHIGAN, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Genoa Township/WM Schedule for 1 Cent Increase for Every 4 Cents Increase/Decrease in Fuel Cost

EXAMPLE CFP, MONTHLY CFP BASED ON ACTUAL EAI/DOE web site, MONTHLY DIESEL FUEL RATE

CFP*	BFP	Diff	Base Rate/Unit/Mo.	Rate/Unit/Mo. w/Fuel	Base Mo. Bill	Mo. Bill w/Fuel	Example Monthly Fuel Surcharge	Comments
EXAMPLE	\$4.25	\$0.00	\$ 9.97	\$ 9.97	\$ 67,796.00	\$ 67,796.00	\$ -	
EXAMPLE	\$4.35	\$0.10	\$ 9.97	\$ 10.00	\$ 67,796.00	\$ 67,966.00	\$ 170.00	
EXAMPLE	\$4.45	\$0.20	\$ 9.97	\$ 10.02	\$ 67,796.00	\$ 68,136.00	\$ 340.00	
EXAMPLE	\$4.55	\$0.30	\$ 9.97	\$ 10.05	\$ 67,796.00	\$ 68,306.00	\$ 510.00	
EXAMPLE	\$4.65	\$0.40	\$ 9.97	\$ 10.07	\$ 67,796.00	\$ 68,476.00	\$ 680.00	
EXAMPLE	\$4.75	\$0.50	\$ 9.97	\$ 10.10	\$ 67,796.00	\$ 68,646.00	\$ 850.00	
EXAMPLE	\$4.85	\$0.60	\$ 9.97	\$ 10.12	\$ 67,796.00	\$ 68,816.00	\$ 1,020.00	
EXAMPLE	\$4.95	\$0.70	\$ 9.97	\$ 10.15	\$ 67,796.00	\$ 68,986.00	\$ 1,190.00	
EXAMPLE	\$5.00	\$0.75	\$ 10.17	\$ 10.35	\$ 69,156.00	\$ 70,431.00	\$ 1,275.00	Year One Cap
EXAMPLE	\$5.10	\$0.85	\$ 10.17	\$ 10.38	\$ 69,156.00	\$ 70,601.00	\$ 1,445.00	
EXAMPLE	\$5.20	\$0.95	\$ 10.17	\$ 10.41	\$ 69,156.00	\$ 70,771.00	\$ 1,615.00	
EXAMPLE	\$5.30	\$1.05	\$ 10.17	\$ 10.43	\$ 69,156.00	\$ 70,941.00	\$ 1,785.00	
EXAMPLE	\$5.40	\$1.15	\$ 10.17	\$ 10.46	\$ 69,156.00	\$ 71,111.00	\$ 1,955.00	
EXAMPLE	\$5.50	\$1.25	\$ 10.37	\$ 10.68	\$ 70,516.00	\$ 72,641.00	\$ 2,125.00	Year Two Cap
EXAMPLE	\$5.60	\$1.35	\$ 10.37	\$ 10.71	\$ 70,516.00	\$ 72,811.00	\$ 2,295.00	
EXAMPLE	\$5.70	\$1.45	\$ 10.37	\$ 10.73	\$ 70,516.00	\$ 72,981.00	\$ 2,465.00	
EXAMPLE	\$5.80	\$1.55	\$ 10.37	\$ 10.76	\$ 70,516.00	\$ 73,151.00	\$ 2,635.00	
EXAMPLE	\$5.90	\$1.65	\$ 10.37	\$ 10.78	\$ 70,516.00	\$ 73,321.00	\$ 2,805.00	
EXAMPLE	\$6.00	\$1.75	\$ 10.37	\$ 10.81	\$ 70,516.00	\$ 73,491.00	\$ 2,975.00	Year Three Cap**

Example based on 6800 homes, actual fuel surcharge to be based on number of units serviced per the given month.

\*If fuel increases over \$6.00 per gallon, WM will notify the Township in writing as outlined in the terms of the agreement.

The unit rate will increase 2% per year starting August 1, 2009 and each year after on the anniversary date.

BFP= Base Fuel Price

CFP= Current Fuel Price (ABOVE CFP IS EXAMPLE ONLY)

\*CFP will be calculated using the average

Midwest rate for diesel fuel for the given month service is rendered based on the

Energy Information Administration of the US Department of Energy (EAI/DOE) web site below:

[http://tonto.eia.doe.gov/oog/info/wohndp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohndp/diesel_detail_report_combined.asp)

If at any time during the five year agreement, the rate for diesel fuel goes over \$6.00 per gallon, WM will notify the Township in writing.

The parties will negotiate a new fuel surcharge agreement within 30 days or relinquish the agreement within 60 days following the 30 day negotiation period.

# Memo

**To:** Michael Archinal, Manager  
**From:** Tesha Humphriss, Engineer  
**Date:** 7/17/2008  
**Re:** Cost Estimate for Sled Hill on Township Property

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I have completed a conceptual evaluation of building a sledding hill on the south side of the Township Hall property, just west of the new parking lot. Below is a list of design parameters I utilized for the sled hill:

- Top of Hill at an elevation of 1002 (approximately 13-feet higher than new parking lot)
- Bottom of Hill at an elevation of 962 (approximately 2-feet higher than drainage outlet)
- Total Hill Height of 40 -Feet
- Slope of hill at 1 on 4 (similar to existing slope at Township Hall by the Garage)
- 450-linear feet at bottom of hill for "landing area"

I drew conceptual contour lines on the existing topographic survey of the Township Hall site. From the proposed contour lines I took four cross sectional areas to estimate the amount of cut and fill required for these improvements. From this evaluation I estimate there is approximately 9,300 cubic yards (CY) of cut and 22,000 CY of fill. Therefore we need to truck in 12,700 CY of material. Below is a conceptual opinion of probable construction cost for these improvements:

Description	Quantity	Unit	Unit Price	Total
Excavate & Embankment	9,300	CY	\$2	\$18,600
Purchase, Truck, and Place Fill	12,700	CY	\$9	\$115,000
Slope Restoration	4,600	SY	\$5	\$23,000
Topsoil, Seed & Mulch	25,600	SY	\$1.50	\$38,400
Construction Subtotal				\$195,000
Contingencies - 10%				\$20,000
Engineering, Legal, Admin – 20%				\$40,000
<b>TOTAL</b>				<b>\$255,000</b>

Please take note of the following items:

1. A new topographic survey of the area will need to be obtained. The majority of the sled hill is located on property the barn was previously located on, which has never been surveyed. In addition, the as built conditions of the new parking lot were never surveyed.
2. The most expensive part of the above estimate is purchasing and trucking in fill. A couple of alternatives are available to decrease this cost:
  - a. If we decreased the height of the hill to approximately 20-feet we might be able to balance the site, i.e. not purchase and truck in dirt.
  - b. If we can obtain dirt for free from construction sites and have it dumped in the sled hill area we can decrease the cost for 12,700 cubic yards of material from \$9/CY to \$2/CY, for a total project savings of approximately \$90,000.

Please let me know if you would like me to do any further conceptual analysis of different hill designs.

To Brand 7/24/08



July 10, 2008

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

Dear Ms. Skolarus:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes in the channel lineup. Customers will be notified of these changes by newspaper notice.

Effective July 31, 2008, Music Choice channels 401-448 will be available with Limited Basic and digital receiver; digital service is no longer required.

Also, effective August 15, 2008, we are pleased to announce the addition of the Big Ten Network to Standard Basic channels 65 and 255 and Big Ten Network HD to Digital Starter channel 256. Reelz Channel will be added to Digital Classic channel 161. A free preview of Reelz Channel will be available to Digital Classic customers beginning on July 15, 2008.

At the same time, Animal Planet will be repositioned from channel 65 to channel 72. The following West Coast Feeds will no longer be available; Flix channel 171, HBO2 channel 307, HBO Signature channel 308, HBO Family channel 309, HBO Latino channel 312, More Max channel 323, ActionMax channel 326, Showtime channel 343, Showtime Too channel 344, Showtime Showcase channel 345, Showtime Extreme channel 348, Showtime Beyond channel 349, TMC channel 351, TMC 2 channel 353, Starz channel 376 and Starz Cinema channel 380. These west coast feeds duplicate programming which will continue to be available from the east coast feed of these programmers.

Additionally, Comcast TV will no longer be available on Limited Basic channel 25. It will remain available on channel 900. A digital receiver is required.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

Frederick G. Eaton  
Government Affairs Manager  
Comcast, Michigan Region  
41112 Concept Drive  
Plymouth, MI 48170



# Genoa Township

2911 Dorr Road • Brighton, Michigan 48116 • (810) 227-5225 • Fax (810) 227-3420 • Email: www.genoa.org

July 10, 2008

To: Mr. Tom Kohloff – Department of Environmental – Land and Water Mngt. Div.  
FAX - (517) 241-3571

From: Paulette Skolarus – Genoa Charter Township Clerk  
FAX - (810) 277-3420

This letter is written on behalf of Genoa Charter Township concerning a permit request from Lake Chemung Outdoor Resort. The Township is opposed to the Outdoor Resorts application for a marina operating permit to the extent that they are asking for 96 moorings.

Genoa Charter Township has endeavored to protect our valuable lake resources by passing a riparian lot common use (keyhole) ordinance specifically section 13.03 of the Zoning Ordinance. The intent of the keyhole ordinance is to create a reasonable nexus between riparian frontage and the number of non-riparian lots served. For every non-riparian lot served a common access property must have 50' of frontage.

*Outdoor Resorts* has 1077 feet of frontage on Lake Chemung. This frontage calculates to 22 boats allowable. The township realizing that not everyone can afford to live on a lake, granted approval for the mooring of 37 boats. This was agreeable with the original *Outdoor Resort* application to the township. The eventual expansion that occurred on Lake Chemung was never approved by the township, nor did *Outdoor Resorts* respond to our requests to cease their operation.

Signed: \_\_\_\_\_

Gary McCririe, Township Supervisor

\_\_\_\_\_  
Paulette A. Skolarus, Township Clerk

\_\_\_\_\_  
Michael Archinal, Township Manager

CC: Genoa Charter Township Board

Supervisor  
Gary T. McCririe

Clerk  
Paulette A. Skolarus

Treasurer  
Robin L. Hunt

Manager  
Michael C. Archinal

Trustees

H. James Mortensen • Jean W. Ledford • Todd W. Smith • Steven Wildman

To Board 7/21/08



**For Further Information:**  
**Waste Management, Inc.**  
**Analysts: Greg Nikkel - 713.265.1358**  
**Media: Lynn Brown - 713.394.5093**  
**Web site: <http://www.wm.com>**

**Joele Frank, Wilkinson Brimmer Katcher**  
**Dan Katcher / Ed Trissel - 212.355.4449**

**WMI #08-09**

## **WASTE MANAGEMENT PROPOSES TO ACQUIRE REPUBLIC SERVICES FOR \$34.00 PER SHARE IN CASH**

**HOUSTON – July 14, 2008** – Waste Management, Inc. (NYSE: WMI) announced today that it has made a proposal to the Board of Directors of Republic Services, Inc. (NYSE: RSG) (“Republic”) to acquire all of Republic’s outstanding common stock for \$34.00 per share in cash. Waste Management’s proposal represents a premium of approximately 22% over the closing price of Republic stock on July 11, 2008, the last trading day prior to public disclosure of Waste Management’s proposal.

David P. Steiner, Waste Management’s CEO, said, “Our \$34.00 per share all-cash proposal clearly offers a better and more certain value alternative to Republic stockholders than the recently announced Republic-Allied Waste Industries, Inc. (“Allied”) transaction. We believe our proposal is a superior proposal.”

At a minimum, the Waste Management proposal should allow Republic’s Board to determine that this proposal could reasonably be expected to lead to a transaction that is more favorable to Republic’s stockholders than the Republic-Allied merger and is reasonably capable of being completed on a timely basis, as contemplated by the Republic-Allied merger agreement. This determination by Republic’s Board will allow Waste Management to begin discussions with Republic and would permit Republic to grant Waste Management access to its information.

Mr. Steiner continued, “We look forward to a prompt determination from Republic’s Board and to initiating cooperative efforts to bring our proposal to Republic’s stockholders. The proposal also represents a strategic and unique opportunity that will serve the interests of Waste Management’s stockholders. The combination is highly complementary and fits well with Waste Management’s strategy and primary financial goals of earnings growth, margin expansion, strong cash flow generation and increasing our long-term return on invested capital. Based on publicly available information, we expect the transaction to be accretive to earnings in the first year and to deliver synergies of at least \$150 million. We are confident we will identify additional synergies once we’re able to conduct our due diligence.

“In addition, our Board is committed to maintaining our investment grade status and continuing our annual dividend of \$1.08 per share.

“Our industry is extremely competitive and capital intensive. So, it is very important to achieve operational efficiencies and to improve route density and asset utilization in order to deliver superior service to our customers and higher returns to our stockholders. We believe that the complementary combination of our respective assets, coupled with the operational strengths of each company, will enable the combined company to achieve greater operational efficiencies than either company could achieve on its own.

“Based on the track record of each company, we expect the combined entity will have the systems and processes in place to maximize operational efficiencies. These include the ability to improve efficiencies through collection routing and disposal integration, to optimize fleet maintenance, to make continued progress toward world class safety performance, and to leverage the shared services and procurement organizations; all of which should contribute to significant cost savings. We remain committed to achieving our sustainability goals, which include increasing the amount of landfill gas-to-energy that we produce and increasing the amount of recyclables we manage. Republic’s assets will augment our ability to attain these goals,” added Mr. Steiner.

### **Waste Management Proposal is Superior**

Waste Management noted that the Republic-Allied merger agreement expressly contemplates alternative proposals from third parties and defines a process for Republic to respond to those proposals. Under the terms of the Republic-Allied merger agreement, Republic's Board of Directors is free to share Republic information, and engage in discussions and negotiations with a party proposing an alternative transaction, if the Board determines that it “constitutes, or could reasonably be expected to lead to, a Superior Proposal,” as defined in the merger agreement.

Mr. Steiner said, “Obviously it is quite important that we be given access to Republic information to assist on financing and antitrust fronts and so that we can identify additional synergies and other benefits of the merger. We are encouraged that the Republic-Allied merger agreement expressly permits Republic’s Board to grant us access. We look forward to working with Republic to complete a transaction that will create enhanced shareholder value for both Republic and Waste Management stockholders.”

### **Regulatory Approvals**

Waste Management is very experienced with the regulatory aspects related to this proposed transaction. The proposal provided to the Republic Board directly addresses the antitrust issues and concretely demonstrates the Company’s confidence that these issues can and will be dealt with in an effective and timely manner. Among other things, Waste Management is prepared to assume the responsibility and the associated risks of divesting assets necessary to comply with its 1999 consent decree with the Department of Justice. In this regard, Credit Suisse Securities (USA) LLC (“Credit Suisse”) has agreed to assist Waste Management with any required

divestitures. Credit Suisse believes, based on recent contacts with industry participants, that these assets will attract significant buying interest. Waste Management also believes that, even with these divestitures, the proposed transaction is a compelling and significant addition to its business. The Company believes that a transaction with Republic would close early in 2009.

## **Financing**

Waste Management believes that all of the financing needed to complete the transaction will be available on satisfactory terms. Waste Management fully expects that, pro forma for the acquisition of Republic, the Company will maintain its investment grade status. Waste Management believes it will maintain investment grade status due in part to the rating agencies' favorable view of the solid waste industry on a relative basis; its leading role in the industry; the enhanced scale and diversity that will result from the merger; its strong capitalization and commitment to maintain an investment grade rating; its plan to use net proceeds from divestitures and a significant portion of the excess cash flow to pay down debt; and comparison of the combined companies' credit metrics to criteria generally used by the rating agencies to determine credit ratings. Credit Suisse has advised Waste Management's Board of Directors that subject to due diligence, market conditions and other circumstances, it is highly confident it can arrange the financing for the transaction that the Company is proposing. The Company is beginning the process of obtaining commitment letters for financing with the assistance of Credit Suisse.

The proposal was unanimously approved by the Waste Management Board of Directors. Below is the full text of the letter that Waste Management sent to the Republic Board of Directors.

July 14, 2008

Board of Directors  
Republic Services, Inc.  
c/o James E. O'Connor  
Chairman and Chief Executive Officer  
110 S.E. 6<sup>th</sup> Street, 28<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

Dear Jim and other members of the Board,

Each of you should be very proud of the great company you created. As a result of your hard work and dedication, your assets and people are among the best in the business, and that is why on behalf of Waste Management, Inc. ("WMI") and our Board of Directors, I am pleased to submit this proposal for WMI to acquire Republic Services, Inc. ("Republic"). We have followed the proposed merger between Republic and Allied Waste Industries, Inc. ("Allied") since your June 13, 2008 public announcement confirming your merger discussions. We believe our proposal outlined below provides superior and certain value to Republic's stockholders in a market environment where the value to Republic's stockholders of the proposed transaction with Allied has been and may continue to be subject to considerable uncertainty.

Our Board of Directors has unanimously authorized us to propose an alternative transaction in which WMI would acquire all of Republic's outstanding common stock at a price of \$34.00 per share in an all-cash merger. This price represents an approximate 22% premium to Republic's closing stock price on July 11, 2008.

Our proposal is based on public information regarding Republic. In order to confirm our assumptions and to determine if there may be other benefits from the combination, we need access to the same type of information provided to Allied. Your agreement with Allied allows you to provide such access. We stand ready to begin our due diligence process immediately, and request that Republic give us access in accordance with the Republic-Allied merger agreement. We expect to be able to complete our due diligence review promptly so that we can quickly execute a merger agreement.

Our financial advisor, Credit Suisse Securities (USA) LLC ("Credit Suisse"), will lead our financing program and stands ready to devote the time and resources necessary to put together promptly a full financing package for our proposal. Credit Suisse has advised our Board of Directors that subject to due diligence, market conditions and other circumstances, it is highly confident it can arrange the financing for the transaction we are proposing. The completion of due diligence should allow our financing sources to issue commitment letters with respect to the financing, which would be provided to Republic prior to the execution of the merger agreement.

The transaction would be structured as a cash merger that would require the approval of Republic's stockholders, but not the approval of our stockholders. We contemplate entering into a merger agreement with Republic on terms similar to those contained in the Republic-Allied merger agreement, including the termination fee provision. Of course, we will need to make modifications related to converting to an all-cash acquisition. In addition, as discussed below, our agreement would include provisions with respect to antitrust matters that we believe would be more favorable to Republic than those in the Republic-Allied merger agreement. Subject to the satisfactory completion of our confirmatory due diligence and finalization of the terms of a merger agreement with Republic, we would be prepared, immediately upon the termination of the Republic-Allied merger agreement, to enter into a merger agreement that would provide greater and more certain value to your stockholders than that offered by the Republic-Allied merger.

We have conducted an antitrust review of the combination of our two companies and considered the issues that might be presented. We are fully prepared to assume the responsibility (and associated risks) of divesting assets that are determined by the Department of Justice and the respective State Attorneys General to be necessary to comply with our 1999 consent decree pursuant to which Republic acquired certain WMI assets. We also recognize that such regulatory authorities may seek other divestitures or other relief, and we are prepared to address the other divestitures and relief in the same way Republic and Allied deal with those issues under the Republic-Allied merger agreement. We are confident that, with access to the information necessary to finalize our antitrust plan, all regulatory requirements will be met in a timely manner. Credit

Suisse has agreed to assist WMI with any required divestitures. Credit Suisse believes, based on recent contacts with industry participants, that these assets will attract significant buying interest. We believe that the proposed transaction between WMI and Republic would close in early 2009.

We expect to have a WMI closing condition in our merger agreement relating to maintaining investment grade status similar to the Republic closing condition in the Republic-Allied merger agreement. We are quite confident that we will maintain investment grade status given the rating agencies' favorable view of the solid waste industry on a relative basis; our leading role in the industry; our enhanced scale and diversity that will result from the merger; our strong capitalization and commitment to maintain an investment grade rating; our plan to use net proceeds from divestitures and a significant portion of excess cash flow to pay down debt; and a comparison of the combined companies' credit metrics to criteria generally used by the rating agencies to determine credit ratings.

As you know, it was necessary to communicate our proposal to you by letter because of the provisions of Republic's merger agreement with Allied. Once Republic's Board makes the determination required by Section 6.02 of the Republic-Allied merger agreement, we look forward to the opportunity to speak to you and your representatives about our proposal and its implementation.

We are confident that after you have considered our proposal you will agree that its terms are significantly more attractive to your stockholders than the Allied transaction. We believe our proposal is a superior proposal. We think you will agree that, at a minimum, our proposal "could reasonably be expected to lead to a Superior Proposal," as defined in the Republic-Allied merger agreement. That determination will allow Republic to provide us access to information and to commence discussions with us with respect to our proposal. We respectfully request that you make this determination as soon as possible. We stand ready to sign a confidentiality agreement with Republic. This is a non-binding proposal that is subject to the contemplated execution of a definitive merger agreement.

We have engaged Skadden, Arps, Slate, Meagher & Flom LLP and K&L Gates LLP as legal counsel to advise us in this transaction. We and our financial and legal advisors are prepared to move forward immediately with our proposal and are prepared to devote our full efforts and resources to pursue this transaction on an expedited basis.

We believe that our proposal presents a compelling opportunity for your stockholders and I look forward to discussing the combination of our two great companies at your earliest convenience.

Sincerely,

/s/ David P. Steiner

include, but are not limited to: the risk that required regulatory review and approval may not be obtained in a timely manner, if at all; Republic's directors and stockholders may not approve the proposed transaction; the anticipated benefits and synergies of the proposed transaction may not be realized; the integration of Republic's operations with Waste Management could be materially delayed or may be more costly or difficult than expected; financing may not be available or may not be available on satisfactory terms; the reaction of the credit markets (including rating agencies) to the proposed transaction and expected refinancings may not be as anticipated; the proposed transaction may not be consummated; and legal proceedings may be commenced against Waste Management. For a description of relevant risks and uncertainties generally applicable to Waste Management, please see Waste Management's filings with the Securities and Exchange Commission, which are available on Waste Management's website or at [www.sec.gov](http://www.sec.gov). In providing forward-looking statements, Waste Management does not intend, and is not undertaking any duty or obligation, to update these statements as a result of new information, future events or otherwise.

###

**2008 Grand River Sidewalks  
Natanna Drive to Latson Road  
Easement Parcels  
17-Jul-08**

No.	Address	Tax ID	Common Name	Owner	Owner's Address	City, State	Easement Type	Easement Width	Esmt. Status
1	Vacant	11-05-100-039		Grant Perry Development Company, L.L.C.	6024 West Maple #106	West Bloomfield, MI 48322	Permanent	29'	Received
2	3667 E. Grand River Ave	11-05-400-027	Wendy's	David J. Stanton	714 W. Michigan St.	Jackson, MI 49201	Permanent	30'	Received
3	3653 E. Grand River Ave	11-05-400-028	Taco Bell	Taco Bell of America, Inc.	Yum Brands, PO Box 34550	Louisville, KY 40232	Permanent	30' - 47' on west property line	Pending - waiting for Taco Bell Legal Dept.
4	3639 E. Grand River Ave	11-05-400-029	Arby's	J&J Management, L.L.C.	3639 E. Grand River Ave.	Howell, MI 48843	Permanent	28' - 47' on east property line	Pending - Nick Stornant was to have Judy sign on July 8 - no word yet.
5	3625 E. Grand River Ave	11-05-400-030	Payless	William Evan Foster	P.O. Box 1249	Topeka, Kansas 66601-1249	Permanent & Temporary	28' permanent (east), 10' temp (west)	Received
6	3599 E. Grand River Ave	11-05-400-031	Elder-Beerman Developer Diversified	DDR Michigan II, L.L.C.	34555 Chagrin Blvd.	Moreland Hills, Ohio 44022	Permanent	28' - 47'	Pending - Rick Heikkinen revising easement
7	3669 E. Grand River Ave	11-05-400-032	Elder-Beerman Developer Diversified	DDR Michigan II, L.L.C.	34555 Chagrin Blvd.	Moreland Hills, Ohio 44022	Permanent	30' - 47'	Pending - Rick Heikkinen revising easement
8	3781 E. Grand River Ave	11-05-400-037	McDonalds	McDonald's Corporation	One McDonald's Plaza 14165 Fenton Rd., Ste. 202	Oakbrook, Illinois 60521	Permanent	25'	Pending - waiting for McDonald's Legal Dept. Response
9	3975 E. Grand River Ave	11-05-400-038	Shell	Auto City Service, Inc.	AOM Transitory Merger Sub. L.L.C.	Fenton, MI 48430	Permanent	varies	Pending - Dave LeShock to return call.
10	3949 E. Grand River Ave	11-05-400-056	Applebees	AOM Transitory Merger Sub. L.L.C.	PMB 360, 4287 Beltline Road	Addison, Texas 75001	Permanent	25' on eastern property line	Pending - TT help with legal description
11	3883 E. Grand River Ave	11-05-400-060	Meijer	Meijer, Inc.	2929 Walker Ave N.W.	Grand Rapids, MI 49544	Permanent	25'	Received
12	Vacant	11-05-300-042	Reader's Property	David & Sally Jo Reader	P.O. Box 685	Howell, MI 48844-0685	Permanent	29' on west property line	Pending - Rick Heikkinen revising easement
13	3439 E. Grand River Ave	11-05-300-004	Peterson's Property	Robert Peterson	3429 E. Grand River Ave.	Howell, MI 48843	Temporary	10'	Not willing to grant easement - we can work around.
14	3555 E. Grand River Ave	11-05-300-006	K of C	Knights of Columbus	P.O. Box 44	Howell, MI 48844-0044	Temporary	10'	Received
15	3399 E. Grand River Ave	11-05-300-041	Reader's Property	David & Sally Jo Reader	P.O. Box 685	Howell, MI 48844-0685	Temporary	10'	Pending - Rick Heikkinen revising easement