

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**June 16, 2025**  
**6:30 p.m.**

**AGENDA**

Call to Order:

Invocation:

Pledge of Allegiance:

Roll Call:

Call to the Public (Public comment must be addressed to the Chairperson and will be limited to three minutes per person) \*:

**Approval of Consent Agenda:**

- 1) Payment of Bills: June 16, 2025
- 2) Request to approve the June 2, 2025 meeting minutes

**Approval of Regular Agenda:**

- 3) Public Hearing on the proposed **Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation** Special Assessment Project.
  - a) Call to the Property Owners
  - b) Call to the Public
- 4) Request for approval of **Resolution #3** - Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the **Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation** Special Assessment Project (winter tax 2025). (Roll Call)
- 5) Request for approval of **Resolution #4** - Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for July 7, 2025, and Directing the Issuance of Statutory Notices for the **Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation** Special Assessment Project (winter tax 2025). (Roll Call)
- 6) Request for approval of an application for a Public Display of Fireworks permit on West Crooked Lake for Oak Pointe Country Club on June 28, 2025 as submitted by Chris Renema, Ace Pyro, LLC.

- 7) Consideration of a request for approval to re-appoint Eric Rauch and Greg Russell to the Planning Commission and Craig Fons and Matt Hurley (alternate) to the Zoning Board of Appeals with a term ending June 30, 2028 as requested by the Township Supervisor.
- 8) Consideration of a request to approve water rate adjustments in response to the City of Brighton's revised fee schedule effective September 1, 2025 as recommended by the accountants and Utility Director as follows:
  - A. Increase the Lake Edgewood North Star (Conference Center Drive) Quarterly Water Fee to \$8.50 / 1,000 gallons from \$8.33 / 1,000 gallons;
  - B. Increase the Lake Edgewood Other Quarterly water fee to \$8.14 / 1,000 gallons from \$7.98 / 1,000 gallons;
  - C. Hold the applicable Brighton City water connection fee at \$2,802 per REU and the sewer connection at \$7,198 per REU.
- 9) Request for approval of the Grant Agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the Former Oak Pointe Wastewater Treatment Plan PFAS Risk Reduction Investigation project.
- 10) Consideration of a request to hire PSI Printing Signs and Designs at a cost not to exceed \$5,252.25 to print and mail new voter ID cards to 10,392 voters whose precincts have changed as requested by the Township Clerk.
- 11) Consideration of a request for approval to continue to retain Mike Watza at his new firm, Bloom Sluggett, PC regarding cable/video, metro act and general telecommunications counsel.
- 12) Consideration of a request for approval to renew the athletic field lease with Howell Area Parks and Recreation for a five-year term expiring on December 31, 2029.
- 13) Consideration of a request for approval of a proposal from 3 and 3 Construction, LLC to paint the employee and pavilion restrooms at a cost not to exceed \$1,050 from the general fund, repairs and maintenance line item #101-265-934-060.

**Items for Discussion:**

- 14) Discussion regarding Board Rules of Procedure as requested by Trustee Reiber.

Member Updates  
Board Comments  
Adjournment

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

## **BOARD PACKET**

### **CHECK REGISTERS FOR TOWNSHIP BOARD MEETING**

**MEETING DATE: JUNE 16, 2025**

**All information below through June 10, 2025**

<b>June 6, 2025 Bi Weekly Payroll</b>	<b>\$ 128,666.93</b>
<b>TOWNSHIP GENERAL EXPENSES</b>	<b>\$ 36,537.88</b>
<b>TOWNSHIP CHECKS ON HOLD</b>	<b>\$ 23,339.87</b>
<b>TOWNSHIP CHECK PRINTED/NOT MAILED</b>	<b>\$ 147,615.78</b>
<b>OPERATING EXPENSES DPW (503FN)</b>	<b>\$ 500,245.00</b>
<b>OPERATING EXPENSES OAK POINTE (592FN)</b>	<b>\$ 136,496.55</b>
<b>OPERATING EXPENSES LAKE EDGEWOOD (593FN)</b>	<b><u>\$ 18,988.67</u></b>
	<b>\$ 991,890.68</b>

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/06/2025	FNBCK	EFT1056	FLEX SPENDING (TASC)	1,122.48	1,122.48	0.00	Open
06/06/2025	FNBCK	EFT1057	INTERNAL REVENUE SERVICE	30,368.31	30,368.31	0.00	Open
06/06/2025	FNBCK	EFT1058	PRINCIPAL FINANCIAL	4,761.00	4,761.00	0.00	Open
06/06/2025	FNBCK	EFT1059	PRINCIPAL FINANCIAL	2,040.17	2,040.17	0.00	Open
Totals:				Number of Checks: 004	38,291.96	38,291.96	0.00
Total Physical Checks:							
Total Check Stubs:				4			

05/30/2025 12:25 PM

## PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP

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Payroll: 317

Pay Period End Date: 05/30/2025 Check Post Date: 06/06/2025 Bank ID: FNBCK

TWP MED REIMBUR	0.00	0.00	124.04	1,488.48			
UNIFORM ALLOW	0.00	0.00	0.00	4,950.00			
VACATION PAY	186.50	0.00	5,739.45	81,824.05			
VACATION PTIME	0.00	0.00	0.00	1,108.78			
WELL IQ	0.00	0.00	0.00	3,772.38			
ZBA CHAIR	1.00	0.00	221.58	1,329.48			
ZBA MINUTES	1.00	0.00	188.91	1,133.46			
ZBA MINUTES OT	0.00	0.00	0.00	0.00			
ZBA PER DIEM	4.00	0.00	846.32	4,866.34			
ZO	72.00	0.00	2,405.77	27,709.62			
Gross Pay This Period	130,212.66	Deduction Refund	0.00	Ded. This Period	37,341.27	Net Pay This Period	92,871.39
						Gross Pay YTD	1,520,629.99
						Dir. Dep.	90,374.97
						Expense This Period	9,515.13

38,291.96  
 90,374.97  
 TOTAL 128,666.93

06/10/2025 01:06 PM  
User: Cindy  
DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP  
CHECK NUMBERS 39605 - 39637

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank FNBCK CHECKING ACCOUNT						
Check Type: Paper Check						
05/29/2025	FNBCK	39605				0.00 V
05/29/2025	FNBCK	39606	AMERAQUA	AMERICAN AQUA	AMERICAN AQUA	56.80
05/29/2025	FNBCK	39607	BUS IMAG	BUSINESS IMAGING GROUP	BUSINESS IMAGING GROUP	216.75
05/29/2025	FNBCK	39608	CAPITAL ON	CAPITAL ONE	CAPITAL ONE	136.85
05/29/2025	FNBCK	39609	COMC	COMCAST	COMCAST	345.34
05/29/2025	FNBCK	39610	DELTA DENT	DELTA DENTAL	DELTA DENTAL	4,260.04
05/29/2025	FNBCK	39611	DYK	DYKEMA GOSSETT PLLC	DYKEMA GOSSETT PLLC	1,402.20
05/29/2025	FNBCK	39612	ETNA SUP	ETNA SUPPLY COMPANY	ETNA SUPPLY COMPANY	12,671.89
05/29/2025	FNBCK	39613	FOSTER SWI	FOSTER SWIFT COLLINS &	FOSTER SWIFT COLLINS &	55.56
05/29/2025	FNBCK	39614	HWL CHAM	HOWELL AREA CHAMBER OF	HOWELL AREA CHAMBER OF	23,282.00 V
05/29/2025	FNBCK	39615	KITCH ATTO	KITCH ATTORNEYS & COUNS	KITCH ATTORNEYS & COUNS	1,162.50
05/29/2025	FNBCK	39616	MICH O	MICHIGAN OFFICE Solutio	MICHIGAN OFFICE Solutio	303.13
05/29/2025	FNBCK	39617	MI TW AS	MICHIGAN TOWNSHIP ASSOC	MICHIGAN TOWNSHIP ASSOC	8,776.63
05/29/2025	FNBCK	39618	MU OF OMAH	MUTUAL OF OMAHA	MUTUAL OF OMAHA	3,454.45
05/29/2025	FNBCK	39619	KUIKAHI	ROBERT OR AMY KUIKAHI	ROBERT OR AMY KUIKAHI	215.00
05/29/2025	FNBCK	39620	LIVINGCO	LIVINGSTON COUNTY CLERK	LIVINGSTON COUNTY CLERK	100.00
06/03/2025	FNBCK	39621	AMERAQUA	AMERICAN AQUA	AMERICAN AQUA	35.50 V
06/03/2025	FNBCK	39622	DTE LAKE	DTE ENERGY	DTE ENERGY	33.80 V
06/03/2025	FNBCK	39623	FED EXPR	FEDERAL EXPRESS CORP	FEDERAL EXPRESS CORP	40.72 V
06/03/2025	FNBCK	39624	GORDON	GORDON FOOD SERVICE	GORDON FOOD SERVICE	21.98 V
06/03/2025	FNBCK	39625	MHOG	MHOG UTILITIES	MHOG UTILITIES	478.30 V
06/03/2025	FNBCK	39626	NETWORK	NETWORK SERVICES GROUP,	NETWORK SERVICES GROUP,	55.00 V
06/03/2025	FNBCK	39627	KP ELITE	PAIGE BURGESS	PAIGE BURGESS	2,125.00 V
06/03/2025	FNBCK	39628	STAPLES	STAPLES	STAPLES	215.44 V
06/03/2025	FNBCK	39629	AMERAQUA	AMERICAN AQUA	AMERICAN AQUA	35.50
06/03/2025	FNBCK	39630	DTE LAKE	DTE ENERGY	DTE ENERGY	33.80
06/03/2025	FNBCK	39631	FED EXPR	FEDERAL EXPRESS CORP	FEDERAL EXPRESS CORP	40.72
06/03/2025	FNBCK	39632	GORDON	GORDON FOOD SERVICE	GORDON FOOD SERVICE	21.98
06/03/2025	FNBCK	39633	MHOG	MHOG UTILITIES	MHOG UTILITIES	478.30
06/03/2025	FNBCK	39634	NETWORK	NETWORK SERVICES GROUP,	NETWORK SERVICES GROUP,	55.00
06/03/2025	FNBCK	39635	KP ELITE	PAIGE BURGESS	PAIGE BURGESS	2,125.00
06/03/2025	FNBCK	39636	STAPLES	STAPLES	STAPLES	215.44
06/04/2025	FNBCK	39637	NETWORK	NETWORK SERVICES GROUP,	NETWORK SERVICES GROUP,	375.00
Total Paper Check:						62,825.62

FNBCK TOTALS:

Total of 33 Checks:	62,825.62
Less 10 Void Checks:	26,287.74
Total of 23 Disbursements:	36,537.88

19824	Yes	5/1/25 5-30-25	06/06/2025	59.15	DTE ENERGY
19825	Yes	5/1/25 5-30-25	06/06/2025	33.47	DTE ENERGY
19826	Yes	5/12/5 5-30-25	06/06/2025	991.58	DTE ENERGY
19827	Yes	5/125 5-30-25	06/06/2025	57.69	DTE ENERGY
19828	Yes	5/125 5/30/25	06/06/2025	205.96	DTE ENERGY
19829	Yes	5*1-25 5-30-25	06/06/2025	177.29	DTE ENERGY
19830	Yes	5/125 43025	06/06/2025	252.79	DTE ENERGY
19831	Yes	5/125 5302-5	06/06/2025	1,252.24	DTE ENERGY
19832	Yes	5/125 530-25	06/06/2025	193.46	DTE ENERGY
19833	Yes	5/125 53-0-25	06/06/2025	47.65	DTE ENERGY
19834	Yes	5/125* 5-30-25	06/06/2025	68.98	DTE ENERGY
19835	Yes	5/12-5 5-30-25	06/06/2025	95.65	DTE ENERGY
19836	Yes	5/1-25 5-30-25	06/06/2025	62.04	DTE ENERGY
19837	Yes	5-1-25 5-30-25	06/06/2025	25.32	DTE ENERGY
19838	Yes	43025 52-9-25	06/06/2025	400.87	DTE ENERGY
19839	Yes	43025 5-29-25	06/06/2025	531.74	DTE ENERGY
19840	Yes	4302-5 5-29-25	06/06/2025	36.89	DTE ENERGY
19841	Yes	430-25 5-29-25	06/06/2025	36.91	DTE ENERGY
19842	Yes	43-0-25 5-29-25	06/06/2025	118.69	DTE ENERGY
19843	Yes	4-30-25 5-29-25	06/06/2025	73.48	DTE ENERGY
19844	Yes	1064	06/06/2025	58.50	MONIQUE SPRINGBORN
19845	Yes	6799	06/06/2025	7,801.62	SPIRIT OF LIVINGSTON
19846	Yes	6-2-2025	06/09/2025	3,150.00	PFEFFER, HANNIFORD, PALKA
19847	Yes	0000039356	06/09/2025	574.24	CHECKER'S CLEANING SUPPLY, LL
19848	Yes	21542	06/09/2025	1,915.00	COOPER'S TURF MANAGEMENT LL
19849	Yes	1821268	06/09/2025	2,554.41	SAFEUILT LLC
19850	Yes	676987	06/09/2025	375.00	KITCH ATTORNEYS & COUNSELOR
19851	Yes	123428788	06/09/2025	300.00	PM TECHNOLOGIES
19852	Yes	5-1-25 TO 5-31-25	06/09/2025	299.34	DTE ENERGY
19853	Yes	5-1/25 5-30-25	06/09/2025	22.74	DTE ENERGY
19854	Yes	5/1-2/5 5-30-25	06/09/2025	40.69	DTE ENERGY
19855	Yes	4-30-25 5-29-25	06/09/2025	41.24	DTE ENERGY
19856	Yes	5/12-5 5/30/25	06/09/2025	1,063.64	DTE ENERGY
19857	Yes	4199342	06/09/2025	156.60	CONTINENTAL LINEN SERVICE
19858	Yes	4001107	06/10/2025	265.00	TIGRIS AQUATIC SERVICES/GRAM

035

Checks on Hold

TOTAL

23,359.47

**Cindy Overby**

CHECKS CUT - NOT MAILED

**From:** clerk  
**Sent:** Friday, June 6, 2025 9:16 AM  
**To:** Denise Schniers; Cindy Overby  
**Subject:** Checks

006

0.00  
6,000.00  
3,871.00  
375.00  
253.98  
620.00  
136,495.80  
147,615.78

Here are the list of checks-

Checks cut but not mailed out.

#39638 Pitney Bowes, Inc \$6,000  
#5789 Coopers Turf Management \$3,871  
#39637 Network Services Group \$375  
#39639 Staples \$253.98  
#39640 Tetra Tech Inc, \$620  
#39641 Waste Management \$136,495.80

147,615.78

Check cut and Janene voided (want to get board approval)

#39614 Howell Chamber of Commerce \$23,282

Thanks,  
Janene Deaton  
Genoa Township Clerk  
2911 Dorr Road Brighton, MI 48116  
Phone: (810) 227-5225 Fax: (810) 227-3420  
E-mail: [clerk@genoa.org](mailto:clerk@genoa.org)  
Website: [www.genoa.org](http://www.genoa.org)



06/10/2025 01:09 PM  
User: Cindy  
DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP  
CHECK NUMBERS 6344 - 7000

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank 503FN DPW-UTILITIES #233						
Check Type: Paper Check						
05/28/2025	503FN	6344	GT	GENOA TWP GENERAL FUND	GENOA TWP GENERAL FUND	500,000.00
06/03/2025	503FN	6345	OCCUPATION	OCCUPATIONAL HEALTH CEN	OCCUPATIONAL HEALTH CEN	245.00
Total Paper Check:						500,245.00

503FN TOTALS:

Total of 2 Checks:	500,245.00
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	500,245.00

06/10/2025 01:11 PM  
User: Cindy  
DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP  
CHECK NUMBERS 6345 - 7000

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank 592FN OAK POINTE OPERATING FUND #592						
Check Type: Paper Check						
05/28/2025	592FN	6345	BRIGHTONA	BRIGHTON ANALYTICAL LLC	BRIGHTON ANALYTICAL LLC	1,760.00
05/28/2025	592FN	6346	COOPER	COOPER'S TURF MANAGEMEN	COOPER'S TURF MANAGEMEN	290.00
05/28/2025	592FN	6347	CSM MECHAN	CSM MECHANICAL, LLC	CSM MECHANICAL, LLC	2,628.37
05/28/2025	592FN	6348	D'ANGELO	D'ANGELO BROTHERS INC.	D'ANGELO BROTHERS INC.	18,466.00
05/28/2025	592FN	6349	DUBOIS	DUBOIS-COOPER	DUBOIS-COOPER	10,423.00
05/28/2025	592FN	6350	ETNA SUP	ETNA SUPPLY COMPANY	ETNA SUPPLY COMPANY	370.00
05/28/2025	592FN	6351	G/O SWAT	GENOA OCEOLA SWR & WTR	GENOA OCEOLA SWR & WTR	134.18
05/28/2025	592FN	6352	GENOADPW	GENOA TOWNSHIP DPW FUND	GENOA TOWNSHIP DPW FUND	52,239.25
05/28/2025	592FN	6353	GENOADPW	GENOA TOWNSHIP DPW FUND	GENOA TOWNSHIP DPW FUND	871.61
05/28/2025	592FN	6354	GENOADPW	GENOA TOWNSHIP DPW FUND	GENOA TOWNSHIP DPW FUND	45.38
05/28/2025	592FN	6355	GENOA T	GENOA TOWNSHIP METER FU	GENOA TOWNSHIP METER FU	6,615.00
05/28/2025	592FN	6356	HARTLAN	HARTLAND SEPTIC SERVICE	HARTLAND SEPTIC SERVICE	1,770.00
05/28/2025	592FN	6357	HOWELL HAR	HOWELL HARDWARE	HOWELL HARDWARE	74.97
05/28/2025	592FN	6358	HYDROCORN	HYDROCORN	HYDROCORN	299.25
05/28/2025	592FN	6359	KENNEDY IN	KENNEDY INDUSTRIES	KENNEDY INDUSTRIES	34,368.00
05/28/2025	592FN	6360	LOREA TOPS	LOREA TOPSOIL & AGGREGA	LOREA TOPSOIL & AGGREGA	327.60
05/28/2025	592FN	6361	NORTHWES	NORTHWEST PIPE & SUPPLY	NORTHWEST PIPE & SUPPLY	88.94
05/29/2025	592FN	6362	LOREA RENT	LOREA RENTS	LOREA RENTS	222.60
05/29/2025	592FN	6363	LOREA TOPS	LOREA TOPSOIL & AGGREGA	LOREA TOPSOIL & AGGREGA	105.00
05/29/2025	592FN	6364	WATER'S ED	WATER'S EDGE DOCK AND H	WATER'S EDGE DOCK AND H	5,725.00
Total Paper Check:						136,824.15

592FN TOTALS:

Total of 20 Checks:	136,824.15
Less 1 Void Checks:	327.60
Total of 19 Disbursements:	136,496.55

06/10/2025 01:13 PM  
User: Cindy  
DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP  
CHECK NUMBERS 4618 - 4700

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
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Bank 593FN LAKE EDGEWOOD OPERATING FUND #590

Check Type: Paper Check

05/28/2025	593FN	4618	BRIGHTONA	BRIGHTON ANALYTICAL LLC	BRIGHTON ANALYTICAL LLC	536.00
05/28/2025	593FN	4619	COOPER	COOPER'S TURF MANAGEMEN	COOPER'S TURF MANAGEMEN	125.00
05/28/2025	593FN	4620	GENOADPW	GENOA TOWNSHIP DPW FUND	GENOA TOWNSHIP DPW FUND	10,907.75
05/28/2025	593FN	4621	GENOADPW	GENOA TOWNSHIP DPW FUND	GENOA TOWNSHIP DPW FUND	212.29
05/28/2025	593FN	4622	K & J	K & J ELECTRIC, INC.	K & J ELECTRIC, INC.	125.00
05/28/2025	593FN	4623	KENNEDY IN	KENNEDY INDUSTRIES	KENNEDY INDUSTRIES	4,287.23
05/28/2025	593FN	4624	PVS NOL	PVS NOLWOOD CHEMICALS,	PVS NOLWOOD CHEMICALS,	2,500.40
05/29/2025	593FN	4625	GENOA T	GENOA TOWNSHIP METER FU	GENOA TOWNSHIP METER FU	295.00
Total Paper Check:						18,988.67

593FN TOTALS:

Total of 8 Checks:	18,988.67
Less 0 Void Checks:	0.00
Total of 8 Disbursements:	18,988.67

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**June 2, 2025**

**MINUTES**

**Call to Order**

Supervisor Spicher called the regular meeting of the Genoa Charter Township Board to order at 6:30 pm at the Township Hall.

**Invocation**

Supervisor Spicher led the invocation for the Board and the members of the public.

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**Roll Call**

The following members were present constituting a quorum for the transaction of business: Kevin Spicher, Candie Hovarter, Robin Hunt, Bill Reiber, Rick Soucy, and Todd Walker. Absent was Janene Deaton.

Also present was Township Manager Kelly VanMarter and five people in the audience.

**Call to the Public**

The call to the public was opened at 6:32 pm.

Ms. Jodie Valenti of 3535 Beattie Road is the director of the Brighton Senior Center. She is available to answer any questions during the senior center discussion this evening.

Ms. Lynne Bondy of 2922 Weatherly Road is in support of the two resolutions for the road improvements. She appreciates the Township's assistance and contribution.

Mr. Garrett Bondy of 2922 Weatherly Road is in support of the two resolutions for the road improvements. It will help the property values.

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

**Approval of Consent Agenda:**

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

**1. Payment of Bills: June 2, 2025**

**2. Request to approve the May 19, 2025 regular meeting minutes.**

**Approval of Regular Agenda:**

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

**3. Request for approval of Resolution 250602 to approve the Assessor's Affidavit of the 2025 Millage Levies for Genoa Charter Township establishing the millage rate at 0.7752. (Roll Call)**

Mr. Reiber asked why the Township does not further reduce the millage rate, if what is being proposed is the maximum. Supervisor Spicher stated the Township has a very low millage rate. If the millage is lowered, the Township's budget would need to be reduced.

Ms. VanMarter stated this is actually the lowest amount based on the formula that is used. There is a balance between the services that are provided to residents and the millage rate.

Ms. Hunt compared the surrounding townships and their millage rates, and, except for Tyrone Township, Genoa has the lowest one. She noted the pie chart in the packet shows how much of the taxes collected actually stays in the Township.

**Moved** by Hunt, supported by Walker, to approve Resolution 250602 to approve the Assessor's Affidavit of the 2025 Millage Levies for Genoa Charter Township establishing the millage rate at 0.7752. **The motion carried unanimously with a roll call vote (Spicher - yes; Hunt - yes; Reiber - yes; Walker - yes; Hovarter - yes; Soucy - yes)**

**4. Request for approval of Resolution #1 to Proceed with the Project and Direct Preparation of the Plans and Cost Estimates for the Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025). (Roll Call)**

Ms. VanMarter provided the details of the project for Items #4 and #5.

**Moved** by Soucy, supported by Hovarter, to approve Resolution #1 to proceed with the Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025) and direct preparation of the plans and cost estimates. **The motion carried unanimously with a roll call vote (Walker - yes; Hovarter - yes; Reiber - yes; Hunt - yes; Spicher - yes; Soucy - yes)**

**5. Request for approval of Resolution #2 to Approve the Project, Schedule the First Hearing for June 16, 2025, and Direct Issuance of Statutory Notices for the Genoa**

**Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025). (Roll Call)**

**Moved** by Reiber, supported by Walker, to approve Resolution #2 to approve the Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025), to schedule the first public hearing for June 16, 2025 and to direct the issuance of statutory notice. **The motion carried unanimously with a roll call vote (Hovarter - yes; Hunt - yes; Reiber yes; Soucy - yes; Spicher - yes; Walker - yes)**

**Items for Discussion:**

**6. Discussion regarding voucher program for resident membership in area senior centers.**

Supervisor Spicher stated this item was discussed at a recent town hall meeting. Twenty percent of the Genoa Township population is over the age of 65. There are six senior centers within 15 miles of the Township Hall so there is no need for Genoa Township to build their own. He suggests the Township advise their residents of their options and work to make it affordable for them to participate in one of the centers.

Ms. Hunt agrees to help our seniors. She likes the voucher system that the City of Brighton provides for their residents.

Mr. Reiber agrees with assisting residents and agrees with the voucher system.

Ms. Valenti stated that 1/3 of her members live in Genoa Township, 1/3 is from the City of Brighton, 1/3 is from Brighton Township, and very few from Green Oak Township.

**Correspondence**

None

**Member Updates**

Mr. Soucy stated there was an election commission meeting to change the precincts. It is being reduced from nine to six. Supervisor Spicher stated this will save money. The nine-day early voting and absentee voting has reduced the amount of voters on election day.

Ms. Hovarter went on a tour of the hospital expansion. It will be a Level 3 trauma center, have 56 beds and that can be increased to over 90 without the need for another addition. There will not be a birthing center so those patients will still need to go to Ann Arbor. The Howell hospital will be closed.

**Board Comments**

Ms. VanMarter stated the Assessing Department was recently audited and it went well. They were found to be substantially compliant.

**Adjournment**

**Moved** by Soucy, supported by Hunt, to adjourn the meeting at 7:17 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas  
Recording Secretary

Approved: Janene Deaton, Clerk  
Genoa Charter Township

Kevin Spicher, Supervisor  
Genoa Charter Township



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

#### SUPERVISOR

Kevin Spicher

#### CLERK

Janene Deaton

#### TREASURER

Robin L. Hunt

#### TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

#### MANAGER

Kelly VanMarter

## MEMORANDUM

**TO:** Honorable Board of Trustees

**FROM:** Kelly VanMarter, Township Manager

**DATE:** June 11, 2025

**RE:** Genoa Estates No. 1 Road Rehabilitation Special Assessment District

---

Agenda items 3, 4 and 5 are provided in advancement of the Genoa Estates No.1 (Weatherly and Russell Drive) Road Rehabilitation which was initiated by Resolutions 1 and 2 at the June 2, 2025 meeting. In accordance with Public Act 188 of 1954, notice was mailed to property owners in the proposed district on Friday, June 6, 2025 and published in the Livingston Daily on both June 6, 2025 and June 13, 2025. As of the date of this memo, I have not received any objections to the proposed district.

For your consideration at Monday's meeting, there is first the requirement for a public hearing for both the property owners and the general public to hear objections to the proposed project and/or the district. This is agenda item #3.

After the conclusion of the public hearing, the Township Board of Trustees will consider adoption of **Resolution #3** which:

- Describes the improvement and resolves to complete the improvement according to the plans.
- Approves the plans and cost estimates as provided.
- Designates the boundaries of the district.
- Designates the term of the special assessment district's existence.
- Directs the Supervisor and assessing staff to prepare the special assessment roll.

Following Resolution #3, the Township Board of Trustees will consider adoption of **Resolution #4** which:

- Acknowledges that the Supervisor has certified and filed the Special Assessment Roll.
- Sets the time and day for the public hearing to review and hear objections on the Roll.
- Outlines the notification requirements for the second public hearing.

I look forward to discussing this with you at Monday's meeting. If, following the public hearing, you choose to continue with the establishing the district, I request your consideration of Resolution 3 and Resolution 4 with disposition via roll call as follows:

April 16, 2025

**Edwin Drive Road Maintenance SAD Renewal**

Page 2 of 2

**Agenda Item #4 - Resolution #3 (Requires Roll Call)**

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve **Resolution #3** Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the **Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025)**

**Agenda Item #4 - Resolution #3 (Requires Roll Call)**

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve **Resolution #4 -** Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for July 7, 2025, and Directing the Issuance of Statutory Notices for the **Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation** Special Assessment Project (winter tax 2025).

Sincerely,



Kelly VanMarter

**Resolution #3**  
**Genoa Estates No.1 (Weatherly Drive and Russell Drive) Road**  
**Rehabilitation Special Assessment Project**  
**(winter tax 2025)**

**GENOA CHARTER TOWNSHIP**

At a regular meeting of the Township Board of Genoa Charter Township, Livingston County, Michigan, (the "Township") held at the Township Hall on **June 16, 2025** at 6:30 p.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

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

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

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

WHEREAS, The Board of Trustees of the Township has declared its intention to make the improvement and tentatively designated the special assessment district against which the cost of the **Genoa Estates No.1 (Weatherly Drive and Russell Drive) Road Rehabilitation Special Assessment Project** is to be assessed is described in Exhibit B;

WHEREAS, the Township Manager reported that proper notice of the hearing pursuant to the requirements of Act No 188, Michigan Public Acts of 1954, as amended, on these matters had been published in the Livingston County Daily Press & Argus on June 6, 2025 and June 13, 2025 and had been mailed by first-class mail to each property owner within the proposed assessment district as shown on the current tax rolls of the Township on June 6, 2025. Affidavits of the publications and mailing of these notices were then filed as part of the record in the office of the Manager;

WHEREAS, on **June 16, 2025** a public hearing was held to hear any objections or comments to the proposed project, the petitions for the project, the estimate of costs and to the special assessment district within which costs were to be assessed as described in the notice of the hearing and notice of the hearing was provided pursuant to the requirements of Act No 188, Michigan Public Acts of 1954, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

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

5. The Township Board has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds.

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

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

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

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

YES:

NO:

ABSENT:

RESOLUTION DECLARED \_\_\_\_\_.

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at the **June 16, 2025** meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

---

Janene Deaton, Genoa Charter Township Clerk

**EXHIBIT A – THE PROJECT  
GENOA ESTATES NO. 1  
WEATHERLY AND RUSSELL DRIVE (winter tax 2025)**

**DESCRIPTION OF PROJECT  
A TEN (10) YEAR SPECIAL ASSESSMENT DISTRICT  
WITH PROJECTED COSTS AS FOLLOWS:**

This public road improvement project (the “Project”) involves rehabilitating Russell Drive and Weatherly Drive which are located in the Genoa Estates No.1 Subdivision on the north side of Crooked Lake Road in Section 15 of Genoa Charter Township. The project includes crushing and shaping the existing asphalt and performing any necessary subgrade undercutting and drainage structure rehabilitation before resurfacing with hot mix asphalt totaling four-inches (4”). This project benefits the property owners of Lots 1-36 in the Genoa Estates No.1 Subdivision. There are 36 parcels which front on the roads to be rehabilitated as part of this project. A majority of homeowners representing 66% of the properties and 64% of the road frontage have signed petitions.

The total construction cost for the district is \$300,000.00 plus \$4,000 for administration costs. The Township is contributing to the project since this project will improve a public roadway in accordance with established policy. The Township contribution will be \$54,000.00 which is \$1,500 per parcel. The interest rate for the district will be two percent (2%) which is applied to the outstanding balance.

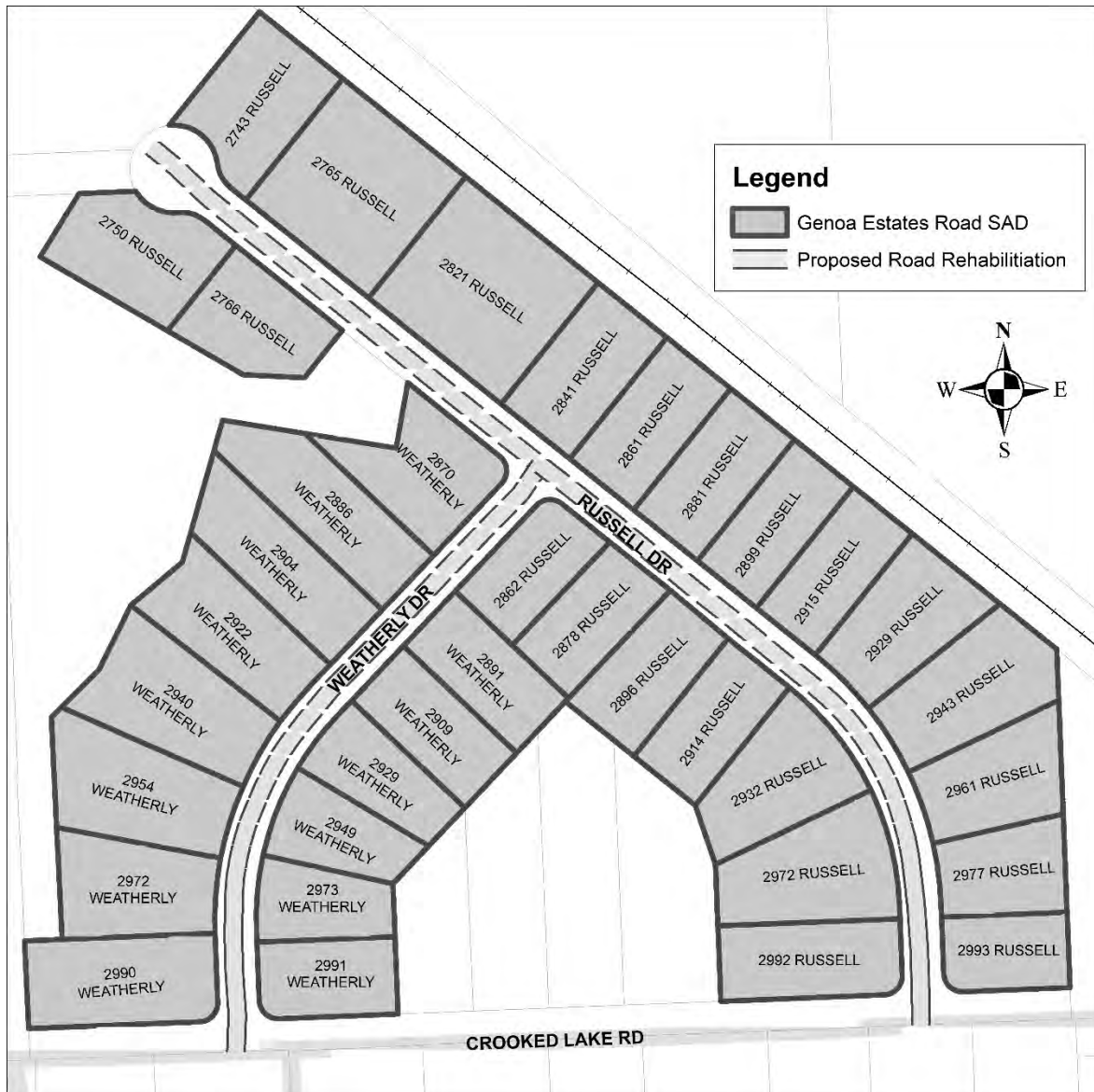
The total principle cost per parcel is \$6,944.44. The annual principle payment per parcel is \$694.44 with 2% interest applied to the outstanding balance.

Genoa Estates No. 1							
PROJECT COST			\$	300,000.00			
ADMINISTRATIVE COSTS			\$	4,000.00			
TOWNSHIP CONTRIBUTION *			\$	(54,000.00)		*	
TOTAL			\$	250,000.00			
INTEREST %						2	
NUMBER OF PROPERTIES						36	
* \$1500 PER PARCEL							
TOTAL PER PARCEL			\$	6,944.44			
YEAR	PAYMENT	TO INTEREST		TO PRINCIPAL		OUTSTANDING	
1	2025	\$	833.33	\$	138.89	\$ 694.44	\$ 6,249.99
2	2026	\$	819.44	\$	125.00	\$ 694.44	\$ 5,555.54
3	2027	\$	805.56	\$	111.11	\$ 694.44	\$ 4,861.11
4	2028	\$	791.67	\$	97.22	\$ 694.44	\$ 4,166.66
5	2029	\$	777.78	\$	83.33	\$ 694.44	\$ 3,472.22
6	2030	\$	763.89	\$	69.44	\$ 694.44	\$ 2,777.77
7	2031	\$	750.00	\$	55.56	\$ 694.44	\$ 2,083.33
8	2032	\$	736.11	\$	41.67	\$ 694.44	\$ 1,388.89
9	2033	\$	722.22	\$	27.78	\$ 694.44	\$ 694.44
10	2034	\$	708.33	\$	13.89	\$ 694.44	\$ -
		\$	7,708.32	\$	763.89	\$ 6,944.43	

## EXHIBIT B – The District

The **Genoa Estates No. 1 (Weatherly Drive and Russell Drive) Road Rehabilitation Special Assessment Project** (winter tax 2025) is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map below and includes the specific properties that are identified by the following permanent parcel numbers:

Parcel Number	Parcel Number	Parcel Number	Parcel Number
11-15-401-001	11-15-401-010	11-15-401-019	11-15-401-028
11-15-401-002	11-15-401-011	11-15-401-020	11-15-401-029
11-15-401-003	11-15-401-012	11-15-401-021	11-15-401-030
11-15-401-004	11-15-401-013	11-15-401-022	11-15-401-031
11-15-401-005	11-15-401-014	11-15-401-023	11-15-401-032
11-15-401-006	11-15-401-015	11-15-401-024	11-15-401-033
11-15-401-007	11-15-401-016	11-15-401-025	11-15-401-034
11-15-401-008	11-15-401-017	11-15-401-026	11-15-401-035
11-15-401-009	11-15-401-018	11-15-401-027	11-15-401-036



**Resolution #4**  
**Genoa Estates No.1 (Weatherly Drive and Russell Drive) Road**  
**Rehabilitation Special Assessment Project**  
**(winter tax 2025)**

**GENOA CHARTER TOWNSHIP**

At a regular meeting of the Township Board of the Township of Genoa, Livingston County, Michigan, (the “Township”) held at the Township Hall on **June 16, 2025**, at 6:30 p.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

**Resolution Acknowledging the Filing of the Special Assessment Roll, Scheduling the Second Hearing for July 7, 2025, and Directing the Issuance of Statutory Notices**

WHEREAS, the Board of Trustees of the Township has determined to proceed with the **Genoa Estates No.1 (Weatherly Drive and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025)** within the Township as described in Exhibit A (the “Project”); in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

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

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled “**Genoa Estates No.1 (Weatherly Drive and Russell Drive) Road Rehabilitation Special Assessment Project (winter tax 2025)**” (Exhibit B) and has filed the Proposed Roll with the Township Manager and Township Clerk;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board acknowledges that the Township Supervisor has filed the Proposed Roll with the Township Manager and Township Clerk.
2. The Township Board acknowledges that the Township Supervisor has certified that (a) the Proposed Roll was prepared in accordance with the direction of the Township Board and (b) the Proposed Roll was prepared in accordance with the laws of the State of Michigan. (Exhibit C)
3. The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).
4. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing to review and hear objections on the Proposed Roll.
5. The second public hearing will be held on July 7, 2025 at 6:30 p.m. at the offices of Genoa Charter Township, Livingston County, Michigan.
6. The Township Manager is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax

purposes which has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Manager shall be similar to the notice attached as Exhibit D and shall be mailed by first class mail on or before June 20, 2025. Following the mailing of the notices, the Township Manager shall complete the affidavit of mailing similar to the affidavit set forth in Exhibit E.

7. The Township Manager is directed to publish a notice of the public hearing in the Livingston County Daily Press & Argus, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before June 20, 2025 and June 27, 2025. The notice shall be in a form substantially similar to the notice attached as Exhibit D.

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

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

YES:

NO:

ABSENT:

RESOLUTION DECLARED \_\_\_\_\_.

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at the **June 16, 2025** meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

---

Janene Deaton,  
Genoa Charter Township Clerk

**EXHIBIT A – THE PROJECT  
GENOA ESTATES NO. 1  
WEATHERLY AND RUSSELL DRIVE (winter tax 2025)**

**DESCRIPTION OF PROJECT  
A TEN (10) YEAR SPECIAL ASSESSMENT DISTRICT  
WITH PROJECTED COSTS AS FOLLOWS:**

This public road improvement project (the “Project”) involves rehabilitating Russell Drive and Weatherly Drive which are located in the Genoa Estates No.1 Subdivision on the north side of Crooked Lake Road in Section 15 of Genoa Charter Township. The project includes crushing and shaping the existing asphalt and performing any necessary subgrade undercutting and drainage structure rehabilitation before resurfacing with hot mix asphalt totaling four-inches (4”). This project benefits the property owners of Lots 1-36 in the Genoa Estates No.1 Subdivision. There are 36 parcels which front on the roads to be rehabilitated as part of this project. A majority of homeowners representing 66% of the properties and 64% of the road frontage have signed petitions.

The total construction cost for the district is \$300,000.00 plus \$4,000 for administration costs. The Township is contributing to the project since this project will improve a public roadway in accordance with established policy. The Township contribution will be \$54,000.00 which is \$1,500 per parcel. The interest rate for the district will be two percent (2%) which is applied to the outstanding balance.

The total principle cost per parcel is \$6,944.44. The annual principle payment per parcel is \$694.44 with 2% interest applied to the outstanding balance.

Genoa Estates No. 1						
PROJECT COST			\$	300,000.00		
ADMINISTRATIVE COSTS			\$	4,000.00		
TOWNSHIP CONTRIBUTION *			\$	(54,000.00)		*
TOTAL			\$	250,000.00		
INTEREST %						2
NUMBER OF PROPERTIES						36
* \$1500 PER PARCEL						
TOTAL PER PARCEL			\$	6,944.44		
	YEAR	PAYMENT	TO INTEREST		TO PRINCIPAL	OUTSTANDING
1	2025	\$ 833.33	\$ 138.89	\$ 694.44	\$ 6,249.99	
2	2026	\$ 819.44	\$ 125.00	\$ 694.44	\$ 5,555.54	
3	2027	\$ 805.56	\$ 111.11	\$ 694.44	\$ 4,861.11	
4	2028	\$ 791.67	\$ 97.22	\$ 694.44	\$ 4,166.66	
5	2029	\$ 777.78	\$ 83.33	\$ 694.44	\$ 3,472.22	
6	2030	\$ 763.89	\$ 69.44	\$ 694.44	\$ 2,777.77	
7	2031	\$ 750.00	\$ 55.56	\$ 694.44	\$ 2,083.33	
8	2032	\$ 736.11	\$ 41.67	\$ 694.44	\$ 1,388.89	
9	2033	\$ 722.22	\$ 27.78	\$ 694.44	\$ 694.44	
10	2034	\$ 708.33	\$ 13.89	\$ 694.44	\$ -	
		\$ 7,708.32	\$ 763.89	\$ 6,944.43		

**EXHIBIT B: Special Assessment Roll**

Population: Special Assessment District (X060225)

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-15-401-001	X060225, Genoa Estate	6,944.44	KRISPIN, DALE & PATRICIA 2990 WEATHERLY RD
4711-15-401-002	X060225, Genoa Estate	6,944.44	RENNY CHRISTOPHER & SARAH 2972 WEATHERLY RD
4711-15-401-003	X060225, Genoa Estate	6,944.44	PEABODY KENNETH & JANISCH MEGAN TRU 2954 WEATHERLY RD
4711-15-401-004	X060225, Genoa Estate	6,944.44	LITTLE NANCY LTS 9.3 2940 WEATHERLY RD
4711-15-401-005	X060225, Genoa Estate	6,944.44	BONDY, GARRET & LYNNE 2922 WEATHERLY RD
4711-15-401-006	X060225, Genoa Estate	6,944.44	HENGESBAUGH, DANIEL & CATHERIN 2904 WEATHERLY RD
4711-15-401-007	X060225, Genoa Estate	6,944.44	STONE JOHN & ELIEEN LTS 9.3 2886 WEATHERLY RD
4711-15-401-008	X060225, Genoa Estate	6,944.44	MURPHY MERRIANN 2870 WEATHERLY RD
4711-15-401-009	X060225, Genoa Estate	6,944.44	BINETTI JOSEPH & MARY LTS 9.3 2766 RUSSELL DR
4711-15-401-010	X060225, Genoa Estate	6,944.44	HORN ROGER & GATT LONDA 2750 RUSSELL DR
4711-15-401-011	X060225, Genoa Estate	6,944.44	ACTON, EDWARD 2743 RUSSELL DR
4711-15-401-012	X060225, Genoa Estate	6,944.44	MICHMERHUIZEN TRUST 2765 RUSSELL DR
4711-15-401-013	X060225, Genoa Estate	6,944.44	FEEDBACK MARCUS 2821 RUSSELL DR
4711-15-401-014	X060225, Genoa Estate	6,944.44	GOMOLL ROBERT JR & VIRGINIA TRUST 2841 RUSSELL DR
4711-15-401-015	X060225, Genoa Estate	6,944.44	BENTIVOLIO MARK & JOANNE 2861 RUSSELL DR
4711-15-401-016	X060225, Genoa Estate	6,944.44	BLOSSFELD BRIAN 2881 RUSSELL DR
4711-15-401-017	X060225, Genoa Estate	6,944.44	GABBEI RICHARD 2899 RUSSELL DR
4711-15-401-018	X060225, Genoa Estate	6,944.44	SMITH, CHARLES & JANICE 2915 RUSSELL DR
4711-15-401-019	X060225, Genoa Estate	6,944.44	SMITH, ROGER & JUDI 2929 RUSSELL DR
4711-15-401-020	X060225, Genoa Estate	6,944.44	SCIBERRAS, TONY & LESLIE 2943 RUSSELL DR
4711-15-401-021	X060225, Genoa Estate	6,944.44	KERVICK DANIEL & DANIELLE 2961 RUSSELL DR
4711-15-401-022	X060225, Genoa Estate	6,944.44	GRAVELLE CHRIS & NANCY RLT 2977 RUSSELL DR
4711-15-401-023	X060225, Genoa Estate	6,944.44	LAMPERT LIVING TRUST 2993 RUSSELL DR
4711-15-401-024	X060225, Genoa Estate	6,944.44	SAWINSKI ROBERT & DEBRA 2992 RUSSELL DR
4711-15-401-025	X060225, Genoa Estate	6,944.44	UHRIG COREY & CAITLIN 2972 RUSSELL DR
4711-15-401-026	X060225, Genoa Estate	6,944.44	JORDAN DEBRA LTS 9.3 2932 RUSSELL DR
4711-15-401-027	X060225, Genoa Estate	6,944.44	WILBANKS MICHAEL & KAREN LTS 9.3 2914 RUSSELL DR

05/28/2025  
01:12 PM

Tentative Special Assessment Listing for GENOA TOWNSHIP

Page: 2/2  
DB: Genoa

Population: Special Assessment District (X060225)

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-15-401-028	X060225, Genoa Estate	6,944.44	FITZGERALD ALICIA 2896 RUSSELL DR
4711-15-401-029	X060225, Genoa Estate	6,944.44	SULKOWSKI, THOMAS & JACQUELINE 2878 RUSSELL DR
4711-15-401-030	X060225, Genoa Estate	6,944.44	HARDESTY DANIEL & JOLENE 2862 RUSSELL DR
4711-15-401-031	X060225, Genoa Estate	6,944.44	HOWARD TIMOTHY & ANDREA 2891 WEATHERLY RD
4711-15-401-032	X060225, Genoa Estate	6,944.44	BORIO JOSEPH & PENNY LTS 9.3 2909 WEATHERLY RD
4711-15-401-033	X060225, Genoa Estate	6,944.44	SAMPLES, ROBERT & ELIZABETH 2929 WEATHERLY RD
4711-15-401-034	X060225, Genoa Estate	6,944.44	ROSS DENNIS & DIANNE LTS 9.3 2949 WEATHERLY RD
4711-15-401-035	X060225, Genoa Estate	6,944.44	NOVAK GARETT 2973 WEATHERLY RD
4711-15-401-036	X060225, Genoa Estate	6,944.44	ZENTS WALTER & SEXTON-ZENTS LINDA 2991 WEATHERLY RD
# OF PARCELS: 36	TOTALS:	249,999.84	

**EXHIBIT C**

**CERTIFICATE**

I, the undersigned, Supervisor of Genoa Charter Township, Livingston County, Michigan (the "Township"), acting pursuant to a resolution duly adopted by the Township Board of the Township on June 16, 2025 (the "Resolution") certify that (1) the attached special assessment roll for the Genoa Estates No. 1 (Weatherly and Russell Drive) Road Rehabilitation Project (Winter Tax 2025), to which this Certificate is affixed, was made pursuant to the Resolution and (2) in making such a roll, I have, according to my best judgment, conformed in all respects to the directions contained in the Resolution and the statutes of the State of Michigan, including Act No. 188, Public Acts of Michigan, 1954, as amended.

Dated: June 16, 2025

---

Kevin Spicher  
Genoa Charter Township Supervisor

**EXHIBIT D – NOTICE OF SECOND PUBLIC HEARING**  
**JULY 7, 2025**

**NOTICE OF JULY 7, 2025 PUBLIC HEARING ON THE SPECIAL ASSESSMENT ROLL FOR THE  
PROPOSED GENOA ESTATES NO. 1 (WEATHERLY DRIVE AND RUSSELL DRIVE) ROAD  
REHABILITATION PROJECT AND SPECIAL ASSESSMENT DISTRICT (winter tax 2025)**

PLEASE TAKE NOTICE that the Supervisor has reported to the Township Board and filed in the office of the Manager and Township Clerk for public examination a special assessment roll covering all properties within the Genoa Estates No. 1 (Weatherly Drive and Russell Drive) Road Rehabilitation Project Special Assessment District (winter tax 2025). Said assessment roll has been prepared for the purpose of assessing a portion of the costs of the thereto within the aforesaid Genoa Estates No. 1 (Weatherly Drive and Russell Drive) Road Rehabilitation Project Special Assessment District. The costs are more particularly shown in the estimate of costs which is on file and available for public inspection in the office of the Manager and Township Clerk. The roll is the total amount of \$250,000 spread over ten (10) years with a proposed special assessment principal payment of \$6,944.44 (\$694.44 annually) per residential parcel for 36 parcels with 2% interest applied to the outstanding balance. The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a Public Hearing on **July 7, 2025 at 6:30 p.m.,** **at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116**, to review the special assessment roll, to consider any objections thereto, and to confirm the roll as submitted or revised or amended. The roll may be examined at the office of the Manager or Township Clerk at the Township hall during regular business hours of regular business days until the time of the hearing and may be examined at the hearing. Appearance and protest at the hearing or protest in writing before the close of the public hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal.

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

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

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

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

Dated: June 20, 2025  
Publication: Press/Argus on 6/20/25 and 6/27/25

Kelly VanMarter  
Genoa Charter Township Manager  
2911 Dorr Road, Brighton, MI 48116  
Phone: 810-227-5225  
Email: kelly@genoa.org

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

BFS-417 (Rev 01/25)

## Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.


1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
  - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
  - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
  - Display Fireworks – 1.3G fireworks for professional use only
  - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
  - Public Display – a fireworks display that is open to all persons for viewing.
  - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011](#), [MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

# Oak Pointe CC

The red circle represents the 280ft fallout zone for 4in shells according to nfpa1123

Legend

 280 ft fallout zone





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2025

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

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

<b>PRODUCER</b> Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 216-658-7100 <b>E-MAIL ADDRESS:</b> info@brittongallagher.com <b>FAX (A/C, No):</b> 216-658-7101														
<b>INSURED</b> Ace Pyro LLC 13001 E Austin Road Manchester MI 48158	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER D : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : James River Insurance Company	12203	INSURER B : Everest Denali Insurance Company	16044	INSURER C : AXIS Surplus Insurance Company	26620	INSURER D : Arch Specialty Insurance Company	21199	INSURER E :		INSURER F :	
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INSURER C : AXIS Surplus Insurance Company	26620														
INSURER D : Arch Specialty Insurance Company	21199														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 519175062**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			00136779-2	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GCD0010011-241	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			P-001-000839920-04	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			UXP1048247-03	11/1/2024	11/1/2025	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Genoa Township, the Oak Pointe Homeowners Association and Oak Pointe Marina  
Event Location: From floating platform(s) in West Crooked Lake, GPS Coordinates 42°32'12.82"N 83°51'17.99"W  
Event Date: 7/3/2025 RD: 7/4/2025

**CERTIFICATE HOLDER****CANCELLATION**

Oak Pointe Country Club  
4500 Club Drive  
Brighton MI 48116

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.  
Brighton, MI 48116  
o: 810-229-6640 f: 810-229-1619

June 4, 2025

Janene Deaton  
[Clerk@genoa.org](mailto:Clerk@genoa.org)  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Approval for Public Fireworks Display  
Oak Pointe Fireworks Display on Crooked Lake  
Saturday, June 28, 2025 10:00 pm

Pyrotechnic: Chris Renema (ACE Pyro)  
13001 E. Austin Rd.  
Manchester, MI 48158

Dear Janene,

The Brighton Area Fire Authority has reviewed the request to provide a public fireworks display scheduled for Saturday, June 28, 2025, at 10:00 pm on Crooked Lake sponsored by Oak Pointe.

We understand that Genoa has received the application to approve the Display Fireworks Permit as of May 28<sup>th</sup> and that the largest shell will be 4" in diameter. The application included a site map showing the proper separation distance from the launch site to the shoreline. This separation meets the requirements of NFPA 1123, Code for Fireworks Display, and it will be sufficient as long as there is a means to maintain the viewing public on the water, at this distance away from the launch site. It is recommended that some form of visual and physical barrier be provided to assist with crowd control and that responsible staff monitor the situation.

The fire authority will inspect the display set-up before the scheduled launch time, while you are setting it up. We will also review the safety & emergency plan at this time. The launch site setup location needs to be provided to the fire authority before the day of the show for inspection.

Please feel free to contact me to discuss any questions or concerns that you may have, (810)229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, CFPS  
Fire Marshal

cc: [Kelly@genoa.org](mailto:Kelly@genoa.org)  
[Amy@genoa.org](mailto:Amy@genoa.org)



2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
[genoa.org](http://genoa.org)

**SUPERVISOR**

Kevin Spicher

**CLERK**

Janene Deaton

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

**MANAGER**

Kelly VanMarter

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Kevin Spicher, Supervisor

**DATE:** 6/9/2025

**RE:** **Planning Commission and Zoning Board of Appeals**  
**Appointment Recommendations**

---

There are 2 terms on the Planning Commission and 2 terms on the ZBA that are set to expire on June 30, 2025. I have verified that each of the members currently serving in these positions is willing and able to continue doing so. I also consulted with our Board of Trustee liaisons to each of these boards, and spoke with our Planning Director and Zoning Administrator respectively, regarding the work each of these members has been doing. After careful consideration, I am recommending the following re-appointments for a 3-year term that will expire 6/30/2028:

**ZONING BOARD OF APPEALS:**

Craig Fons

Matt Hurley, Alternate

**PLANNING COMMISSION:**

Eric Rauch

Greg Rassel

Several of these seats expire each year in June. I would like to build a contact file for future openings, and ask that any individuals residing in the Township who may have an interest in serving on one of these boards in the future, please submit a letter of interest at [supervisor@genoa.org](mailto:supervisor@genoa.org).

## Genoa Township Officials

Amended: ~~May 5, 2025~~ proposed June 16, 2025

### **PLANNING COMMISSION (3-year term)** Generally meets the 2<sup>nd</sup> Monday of each month.

Chris Grajek	06/30/26
Marianne McCreary	06/30/27
Tim Chouinard	06/30/26
Greg Rassel	06/30/ <del>25</del> 28
Bill Reiber (4-year term)	11/20/28
Glynis McBain	06/30/27
Eric Rauch	06/30/ <del>25</del> 28

### **ZONING BOARD OF APPEALS (3-year term)** Generally meets the 3<sup>rd</sup> Tuesday of each month.

Bill Rockwell	06/30/27
Marianne McCreary	06/30/27
Craig Fons	06/30/ <del>25</del> 28
Rick Soucy (4-year term)	11/20/28
Michele Kreutzberg	06/30/26
Matt Hurley (alternate)	06/30/ <del>25</del> 28

### **BOARD OF REVIEW (2-year term)** – Generally meets the Tuesday following the 1<sup>st</sup> Monday in March, the 2<sup>nd</sup> Monday and Tuesday in March, the Tuesday after the 3<sup>rd</sup> Monday in July and the Tuesday following the 2<sup>nd</sup> Monday in December.

Chris Grajek	12/31/26
Ron Matkin	12/31/26
Lori Merians	12/31/26
Eric Graetzel (alternate)	12/31/26

### **SEMCOG (4-year term)** – General Assembly Committee meets 3 times each year (March, June, October) at various locations.

Todd Walker	11/20/28
Rick Soucy (alternate)	11/20/28

### **GENOA/OCEOLA SEWER AND WATER AUTHORITY (4-year term)** – Generally meets 3<sup>rd</sup> Wednesday of each month at Oceola Township Hall at 4:00pm.

Robin Hunt	11/20/28
Kevin Spicher	11/20/28

### **HOWELL PARKS AND RECREATION (4-year term)** – Generally meets 3<sup>rd</sup> Tuesday of each month at 6:30pm at Oceola Community Center.

Candie Hovarter	11/20/28
Todd Walker (alternate)	11/20/28

### **MHOG (Marion, Howell, Oceola and Genoa) (4-year term)** - Generally meets 3<sup>rd</sup> Wednesday of each month at Oceola Township Hall at 5:00pm.

Robin Hunt	11/20/28
Kevin Spicher	11/20/28

### **FOIA COORDINATOR (4-year term)**

Kelly VanMarter	11/20/28
-----------------	----------

### **BRIGHTON FIRE AUTHORITY (4-year term)** – Generally meets 2<sup>nd</sup> Thursday of each month at 8:00am.

Kevin Spicher	11/20/28
Todd Walker	11/20/28
Rick Soucy (alternate)	11/20/28

### **ELECTION COMMISSION (4-year term)** – Meets at least once no less than 21 days and no more than 40 days before an election.

Rick Soucy	11/20/28
Candie Hovarter	11/20/28



## MEMO

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

**TO:** Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** June 9, 2025  
**SUBJECT:** Annual Rate Adjustments for the Lake Edgewood Water System Customers served by the City of Brighton

.....  
For consideration at the June 16, 2025 Board Meeting is the proposed annual rate adjustments for the Lake Edgewood Water System Customers serviced by the City of Brighton Water System.

Please find attached a letter dated May 15, 2025 from the City of Brighton regarding their adopted 2025 – 2026 fee schedule for water and sewer use, along with connection fees. In summary, Brighton increased their rates 2.1%. Correspondingly, please find attached a June 7<sup>th</sup> letter from Pfeffer, Hanniford, and Palka, which recommends the adjusted rates for these fees. These rates include the \$0.20 per 1,000-gallon administrative charge from Genoa Charter Township to cover meter reading, meter replacement, billing, postage, collection, and other fees. As staff, we concur with the proposed adjustments, and we recommend that the effective date of the changes be September 1<sup>st</sup>, 2025, which corresponds to the next full billing cycle for Lake Edgewood Water Customers.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ that at the June 16, 2025 Genoa Charter Township Board Meeting, the following water rate adjustments are established:

- Increase the Lake Edgewood North Star (Conference Center Drive) Quarterly Water Fee to \$8.50 / 1,000 gallons from \$8.33 / 1,000 gallons;
- Increase the Lake Edgewood Other Quarterly water fee to \$8.14 / 1,000 gallons from \$7.98 / 1,000 gallons;
- Hold the applicable Brighton City water connection fee at \$2,802 per REU and the sewer connection at \$7,198 per REU.

### SUPERVISOR

Kevin Spicher

### CLERK

Janene Deaton

### TREASURER

Robin L. Hunt

### TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

### MANAGER

Kelly VanMarter

**PFEFFER • HANNIFORD • PALKA**  
*Certified Public Accountants*

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

Members:  
AICPA Private Practice Companies Section  
MACPA

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

June 7, 2025

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

Dear Greg:

As you have requested, we have reviewed the City of Brighton's revised fee schedule effective July 1, 2025 for Lake Edgewood Water.

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

1. Lake Edgewood - Conference Center Quarterly Usage Fee - Water  
The water fee should increase to \$8.50 per 1,000 gallons from \$8.33 per 1,000 gallons.  
(It should be noted the City's rates increased from \$8.13 to \$8.30)
2. Lake Edgewood - Other Quarterly Usage Fee - Water  
The water fee should increase to \$8.14 per 1,000 gallons from \$7.98 per 1,000 gallons.  
(It should be noted the City's rates increased from \$7.78 to \$7.94)

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

If you should have any questions please call.

Sincerely,

PFEFFER, HANNIFORD & PALKA  
Certified Public Accountants



Kenneth J. Palka

CC: Ms. Kelly VanMarter



# CITY OF BRIGHTON

May 15, 2025

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

Ms. VanMarter:

The City of Brighton's adopted FY 2025-2026 Fee Schedule for Sewer and Water user and connection fees, as they relate to Genoa Township, are listed below: These rates are effective July 1, 2025.

	Dillon	<sup>water conf center</sup> Northstar	<sup>other</sup> Lake Edgewood
Water:			
Commodity (1,000 gal.)-	\$7.94	\$8.30	\$7.94
PILOT (bi-monthly)	\$16.66	<sup>↑</sup> 8.13 prior year	← 7.78 prior year

## Connection Fees (Per REU):

Water	\$2,802
Sewer	\$7,198

Please contact me if you have any questions at 810.225.9283.

Sincerely,

Elizabeth Gaines  
Finance Director

Cc: File  
Ken Palka-kpalka@phppca.com

200 N. First St. Brighton, MI 48116  
(810) 227-1911  
[www.brightoncity.org](http://www.brightoncity.org)



# MEMO

**TO:** Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** June 11, 2025  
**SUBJECT:** Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) for PFAS Investigation, Modeling, and Alternative Analysis for Former Oak Pointe WWTP Site.

As previously mentioned in a board meeting through correspondence, Genoa Charter Township (Township) was awarded a \$164,124.60 grant through the Michigan Department of Environment, Great Lakes and Energy (EGLE) for PFAS Investigation, Modeling, and Alternative Analysis for Former Oak Pointe WWTP Site. A copy of the grant agreement is provided as *Attachment 1*.

In 2022, EGLE, as part of their emerging contaminants investigation, required the Township to sample monitor wells downstream of the former WWTP. With Oak Pointe never having industrial or commercial flows, PFAS was not expected in high concentrations. Unfortunately, PFAS was detected in the monitor wells above drinking water standards. As a result, in 2023, we sampled residential wells for PFAS and identified it in 6 homes above drinking water standards. Fortunately, these homes were protected by point of use RO units, which reduced the PFAS concentrations to non-detectable levels. However, this resulted in Genoa Township sampling all homes on Glenway and Brighton Roads, and working with the Michigan Department of Health and Human Services (MDHHS) to make sure all homes had certified point of use treatment units for PFAS removal. In total, 9 homes were found to have PFAS above drinking water standards. For the past two fiscal years, we had to spend just under \$60,000 annually for sampling, continued sodium and chloride monitoring, and maintenance of RO Units. To date, the PFAS investigation and remediation efforts have costed Oak Pointe nearly \$150,000, not including all the money the sodium and chloride investigations and continued monitoring expended in previous years.

As a result of these large costs associated with PFAS monitoring and protection of drinking water for downstream residents, in February 2025, the Genoa Township Board approved the addition of a \$1.00/1,000 gallon or \$13/quarter per flat rate charge per customer for environmental contamination fee to cover these costs. This two-year grant will allow our department to offset substantially the sampling costs and hopefully identify through 3-D groundwater modeling and drilling, an alternative safe groundwater source for residents impacted by PFAS contamination. I would recommend that we do not modify the environmental fee at this time as we still have to cover all costs associated with NaCl sampling, maintain and or replace the existing RO Units, and to save funds to hopefully cover future costs associated with providing an alternative drinking water source for affected homes.

The draft agreement has been reviewed by Township Legal Counsel and they had no exceptions to any of the language contained in the agreement. In addition, since a bulk of the work will be completed by our consultant, WSP Inc., who also assisted in preparation of the grant proposal and scope of work; Oak Pointe will pay their costs and will then be reimbursed by EGLE for all eligible expenses. A copy of the approved work plan for the grant is provided in *Attachment 2* for reference and to better understand the scope we are undertaking.

In review of the grant agreement, a question the board may have is what is an expense that would not be covered under the grant. An example of an expense that would not be covered under the grant is sodium or chloride related work. However, we will have efficiencies for that work as it can be conducted concurrently with grant eligible activities that will save us money on those tasks as well.

Based on the above explanation and the attached documents, please consider the following motions to approve entering into the grant agreement:

Moved by\_\_\_\_\_, supported by\_\_\_\_\_ to authorize the Utility Director to sign the grant agreement with the Michigan Department of Environment, Great Lakes, and Energy.

## **Attachment 1**



SECTION 604(b) GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND THE  
**GRANTEE NAME**

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (State), and the **Genoa Charter Township** (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 205(j) of the federal Clean Water Act. Legislative appropriation of funds for grant assistance is set forth in Public Act 121 of 2024. This Agreement is subject to the terms and conditions specified herein.

**PROJECT INFORMATION:**

Project Name: Former Oak Pointe Wastewater  
Treatment Plant PFAS Risk  
Reduction Investigation

Amount of Grant: \$164,124.60

Amount of Match: \$0 = 0%

Start Date (executed by EGLE): June 30, 2025

**GRANTEE CONTACT:**

Greg Tatara, Utility Director

Name and Title

Genoa Charter Township

Organization

2911 Dorr Road

Address

Brighton, MI 48116

City, State and Zip Code

810-227-5225

Telephone Number

Greg@mhog.org

Email Address

CV0022467

0028F

SIGMA VSS Vendor Code

Address ID

38-1904651

Federal ID Number

L1A2W8GY77W7

UEI Number

Project #: 2024-3703

% of Grant State \$0 / % of Grant Federal 100

PROJECT TOTAL: \$164,124.60 (grant plus  
match)

End Date: June 30, 2027

**STATE CONTACT:**

Kevin Wojciechowski

Name and Title

Water Resources Division

Division

P.O. Box 30458

Address

Lansing, Michigan 48909-7958

City, State and Zip Code

586-623-2948

Telephone Number

WojciechowskiK@Michigan.gov

Email Address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerrod Sanders, Director, Water Resources Division

\_\_\_\_\_  
Name and Title

## I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. The Grantee must submit a report or an estimate of expenditures before October 10 for the quarter ending September 30 to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final financial and narrative status reports, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If twenty-five percent (25%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.

## **V. USE OF MATERIAL**

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State

does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Agreement. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all

project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

**XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [SAM.gov](https://www.sam.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: [SAM.gov](https://www.sam.gov).

**XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

**XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the [SIGMA Vendor Self Service web site](#).

(F) An amount equal to ten percent of the grant award or \$16,412.46 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the

Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to the Agreement.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State in part or its entirety as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the agreement and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(3) Immediately and without further liability to the State if the EPA or the State, if an award no longer effectuates the program goals or agency priorities.

(B) If a agreement is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

## **PROGRAM-SPECIFIC CONDITIONS**

### **XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

### **XXIV. ADVANCES**

Upon written request by the Grantee, the State will make an advance payment for incurred costs greater than ten percent (10%) of the total grant amount. An advance payment does not require a financial status report form but does require a letter requesting the specific dollar amount of the payment as stated in the Agreement.

### **XXV. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the State Contact indicated on page 1 of this Agreement. Monitoring conducted prior to final State approval of the QAPP will not be reimbursed.]

### **XXVI. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

### **XXVII. PREVENTING THE SPREAD OF INVASIVE SPECIES**

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
  - Visually inspecting and removing any plants or mud from footwear (boots, hip boots, and waders).
  - Visually inspecting, removing, and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
  - Draining all water from boats (motor, live well, bilge, and transom well) and equipment prior to leaving the site and before entering a new waterbody.

- Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
- Disinfecting boats and equipment between sites (e.g., diluted bleach solution or heated pressure washer). Disinfection should be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
  - Typical diluted bleach solution treatment is one-half cup (4 fluid ounces) bleach to 5 gallons of water applied by spraying or sponge, so surface is thoroughly exposed to bleach solution for 10 minutes.
  - Typical heated pressure wash is 140° water temperature sprayed for 5-10 seconds.
- Thoroughly washing vehicles and boats between sites (e.g., drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the Grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The State is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet known to be established in Michigan. A "Watch List" of Michigan's high priority aquatic invasive species, along with how to report sightings, can be found at [Michigan.gov/AquaticInvasives](http://Michigan.gov/AquaticInvasives).

## FEDERALLY FUNDED PROGRAM-SPECIFIC CONDITIONS

A maximum of **\$205,894.73** or **100%** of total disbursements is funded with federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is Water Quality Management Planning and the CFDA number is 66.454. The federal grant number is C600E72724. This Agreement is either partially funded with federal funds from the United States Environmental Protection Agency (USEPA) or used to match a federally funded Agreement. The Grantee agrees to fulfill conditions that the federal government has imposed on the State as a condition of federal funding as indicated herein and in all appendices. By accepting this Agreement, the Grantee shall comply with all applicable federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending \$1,000,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 200.501. This audit must be performed and submitted to the Federal Audit Clearinghouse at [Harvester.Census.gov/FACWeb](http://Harvester.Census.gov/FACWeb) within nine (9) months from the end of the Grantee's fiscal year or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this Agreement on the Grantee's annual Schedule of Expenditures of Federal Awards. Please fill out attached Certification of Federal Audit Requirements form and return with this signed Agreement.

(B) The Grantee will comply with the Hatch Political Activity Act of 1939, as amended, 5 U.S.C., Sections 7321-7326; and the Intergovernmental Personnel Act of 1970, as amended, 42 U.S.C., Section 4728, Transfer of Functions, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official

authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Payment to Consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2025, the limit is \$764.24 per day and \$93.53 per hour. This rate does not include transportation and subsistence costs for travel performed; the recipient will pay these in accordance with their normal travel reimbursement practices.

Subrecipients with firms for services that are awarded using the procurement requirements in 2 CFR, Part 200, Subpart D, are not affected by this limitation unless the terms of the Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under this Agreement at an hourly or daily rate of compensation (see 2 CFR, Part 1500, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 1500.9).

(D) The Grantee agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33

- (1) EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B The EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or WomenOwned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b).
- (2) Pursuant to 40 CFR Section 33.301, the Grantee agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to require that sub-recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f). However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.
- (3) The Grantee agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).
- (4) The EPA is suspending negotiations of fair share objectives with recipients under 40 CFR Part 33, Subpart D pursuant to a class exception issued on March 17, 2025. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b).
- (5) The EPA is suspending recipient reporting requirements under 40 CFR 33.502 pursuant to a class exception issued on March 17, 2025. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b).
- (6) The EPA is suspending recipient recordkeeping requirements under 40 CFR Part 33, Subpart E pursuant to a class exception issued on March 17, 2025. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b)

(E) Civil Rights.

- (1) In carrying out this agreement, the recipient must comply with:
  - i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, by entities receiving Federal financial assistance.

- ii) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - iii) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- (2) If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
  - i) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see <https://www.justice.gov/crt/title-ix>
- (3) If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
  - i) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.
- (4) The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - i) For Title IX obligations, 40 C.F.R. Part 5; and
  - ii) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
  - iii) The statutory and national policy requirements at 2 CFR 200.300(a).
  - iv) For Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in accordance with 2 CFR 200.300.
  - v) As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements as applicable, including, but not limited to collecting, maintaining, and providing upon request compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.
- (5) Grantees are required by Title VI of the Civil Rights Act to take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) individuals. In implementing that requirement, the recipient may refer to the EPA document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The Guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>.
- (6) If the Grantee is administering permitting programs under this agreement, the recipient may refer to EPA's "Title VI Public Involvement Guidance for EPA Assistance Recipients.
- (7) The Grantee acknowledges it has an affirmative obligation to implement effective federal civil rights compliance programs, as required by EPA's nondiscrimination regulations at 40 C.F.R. Parts 5 and 7 and ensure that it does not discriminate in its programs and activities in violation of federal civil rights laws and regulations. The recipient must be prepared to demonstrate that such compliance programs exist and are being implemented, or to otherwise demonstrate how it is meeting its federal civil rights obligations. For further assistance on civil rights compliance, the Grantee may refer to the EPA document entitled, "Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices." The Guidance can be found at: <https://www.epa.gov/external-civil-rights/civil-rights-guidance-procedural-safeguards> <http://www.epa.gov/system/files/documents/2024-08/civil-rights-guidance-on-procedural-safeguards-august-2024.pdf>.

(F) Subawards. The Grantee agrees to all of the following:

- (1) Establish all subaward agreements in writing.
- (2) Ensure that any subawards comply with the standards in 2 CFR, Part 200, Subpart D, and are not used to acquire commercial goods or services for the recipient.
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable.
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities.
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions that flow down in the subaward.
- (6) Obtain the State's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country.
- (7) Obtain approval from the State for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) Conflict of Interest Notification. Grantees will contact the State Contact within five (5) days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines, or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing an Agreement. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(H) Copyrighted Materials. In accordance with 2 CFR, Part 200, Section 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this Agreement for federal purposes. Examples of federal purpose include, but are not limited to:

- (1) Use by the USEPA and other federal employees for official Government purposes.
- (2) Use by federal contractors performing specific tasks for the government.
- (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise.
- (4) Reproduction of documents for inclusion in federal depositories.
- (5) Use by tribal, state, and local governments that carry out delegated federal environmental programs as "coregulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction.
- (6) Limited use by other grantees to carry out federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under (6), above, the Grantee acknowledges that the USEPA may authorize other grantees to use the copyrighted works or other data developed under this Agreement as a result of the selection of another grantee by the USEPA to perform a project that will involve the use of the copyrighted works or other data, or termination or expiration of this Agreement. In addition, the USEPA may authorize another grantee to use copyrighted works or other data developed with funds provided under this

Agreement to perform another agreement when such use promotes efficient and effective use of federal grant funds.

(I) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products that includes, but is not limited to, information kiosks and Worldwide Web sites must meet accommodation standards in Section 508 of the Rehabilitation Act of 1973, as amended (36 CFR, Part 1194, Electronic and Information Technology Accessibility Standards) unless such causes undue hardship to the entity involved.

(J) Light Refreshments and/or Meals. The Grantee agrees to obtain prior approval from the State Contact for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities/events. The Grantee must send requests for approval to the State Contact and include:

- (1) An estimated budget and description for the light refreshments and/or meals to be served at the event.
- (2) A description of the purpose, agenda, location, length, and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

USEPA funding for light refreshments, meals, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if the USEPA funds are not used to purchase the alcohol.

Note: United States General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins (41 CFR, Section 301-74.7).

(K) Drug-Free Workplace. The recipient organization of this Agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 CFR, Part 1536, Requirements for Drug-Free Workplace (Financial Assistance), Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

(L) Hotel-Motel Fire Safety. Pursuant to 15 U.S.C., Section 2225, Fire Prevention and Control Guidelines for Places of Public Accommodation, if applicable, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990, as amended. Recipients may search the [Hotel-Motel National Master List](#) at to see if a property is in compliance.

(M) Recycled Paper. When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports that are prepared as a part of this Agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA or to standard forms that are printed on recycled paper and available through the General Services Administration.

(N) Recycled Products. Consistent with the goals of Section 6002, Federal Procurement, of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6962, Federal Procurement, state and local institutions of higher education, hospitals, and nonprofit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR, Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

Consistent with Section 6002 of the RCRA and 2 CFR, Part 200, Section 200.322, state agencies or agencies of a political subdivision of a state and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR, Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR, Part 247, Section 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(O) Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement or subcontracts.

(P) Permits. The Grantee must obtain all necessary permits prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state, or local laws. The Grantee must keep documentation regarding necessary permits in their project files.

(Q) Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [FGDC.gov](http://FGDC.gov).

(R) Acknowledgement on Products, Signage, and Announcements via the Public or Media Events. Acknowledgement must be included on all products and follow the [Nonpoint Source \(NPS\) Program Acknowledgement Guidance](#) (Guidance). Signage is required on all construction sites easily viewable by the general public. Construction site and informational signage installed as an outreach component must follow the Guidance. Announcements through the Web or print materials for workshops, conferences, demonstration days, or other events as part of a project must follow the Guidance. In addition, the State Contact must be notified at least 15 working days prior to any public or media events publicizing significant events related to the project to provide the opportunity for attendance and participation by state and federal representatives. See also non-English language in the Guidance.

(S) Executive Pay. Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the State Contact that they are exempt from reporting total compensation of executives required under the Federal Funding Accountability and Transparency Act of 2006, as amended (Transparency Act), as defined in 2 CFR, Part 170, Reporting Subaward and Executive Compensation Information, Section 170.320. This verification is due by the end of the month following the month the State made the grant award. In so doing, the Grantee is stating that:

- (1) They did not in the preceding tax year receive 80 percent (80%) or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act.
- (2) The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; or Section 6104 of the Internal Revenue Code of 1986, as amended.

(T) Management Fees. Consistent with the USEPA's prohibition on management fees, the Grantee will not include management fees in project budgets. Such fees or similar charges refer to expenses

added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs not allowable under this Agreement.

(U) Patents and Inventions. Rights to inventions made under this Agreement are subject to federal patent and licensing regulations, which are codified at 37 CFR, Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements; and 35 U.S.C., Sections 200-212.

Pursuant to the Bayh-Dole Act of 1980 (Bayh-Dole Act), 35 U.S.C., Sections 200-212, the USEPA and the State retain the right to worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by this Agreement holder, as defined in the Bayh-Dole Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at [iEdison.gov](https://www.edison.gov).

Annual utilization reports must be submitted through the system. The Grantee is required to notify the State Contact when an invention report, patent report, or utilization report is filed at [iEdison.gov](https://www.edison.gov).

(V) Human Subjects. No research involving human subjects will be conducted under this Agreement without prior written approval of the USEPA to proceed with that research. If engaged in human subjects' research as part of this Agreement, the Grantee agrees to comply with all applicable provisions of 40 CFR, Part 26, Protection of Human Subjects. This includes, at Subpart A, Basic EPA Policy for Protection of Subjects in Human Research Conducted or Supported. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by the USEPA.

The Grantee further agrees to comply with the USEPA's procedures for oversight of the recipient's compliance with 40 CFR, Part 26, as given in USEPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in USEPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this Agreement, including recruitment, until the research has been approved or determined to be exempt by the USEPA's Human Subjects Research Review Official after review of the approval or exemption determination of the Institutional Review Board(s) with jurisdiction over the research under 40 CFR.

(W) Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or

before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(X) The Grantee and any subrecipients are prohibited from obligating or expending Agreement funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services as described in section 889 of Public Law 115-232.

(Y) The Grantee understands that all foreign travel funded under this assistance agreement must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

(Z) Neither grant nor matching funds may be used to support or oppose union organizing, whether directly or as an offset for other funds.

(AA) Throughout the life of this Agreement, the Grantee agrees to ensure that any form(s)/document(s) required to be signed by the Grantee and submitted to the State through any means including electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the Grantee. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001)

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

## **Attachment 2**



46850 Magellan Drive, Ste. 190  
Novi, MI 48377  
(248) 926-4008

[wsp.com](http://wsp.com)

March 12, 2025

Kevin Wojciechowski  
Michigan Department of Environment, Great Lakes, and Energy  
Water Resources Division  
Constitution Hall, 3 South  
525 W. Allegan Street  
Lansing, Michigan 48909

RE: Work Plan – Wastewater Treatment Plant PFAS Risk Reduction Investigation  
Former Genoa Township Oak Pointe WWTP  
Genoa Township, Livingston County, Michigan

Dear Mr. Wojciechowski:

Genoa Charter Township (Township) retained WSP USA, Inc., (WSP) to prepare this per- and polyfluoroalkyl substances (PFAS) risk reduction investigation Work Plan for the former Oak Pointe wastewater treatment plant (WWTP) formerly located at 4981 Brighton Road, in Sections 27 and 28 of Genoa Township (Town 2N, Range 5E), Livingston County, Michigan (Site). **Figure 1, Site Location Map** is a USGS topographical map showing the location of the Site. **Figure 2-Site Features** shows the general site features, the location of the former WWTP, the location of the existing groundwater monitoring wells associated with the Site, and the location of the residential drinking water wells included in the study area. The former WWTP service area included the Oak Pointe Development and the Crooked Lake Development, which are both residential and located north of the Site. The former WWTP property consisted of approximately 4 acres of land on the north side of Brighton Road, approximately ½-mile east of Chilson Road. The former WWTP was comprised of sequential batch reactors, an aeration lagoon, two rapid infiltration beds (RIBs), access roads, and parking areas. The former WWTP was permitted to discharge treated sanitary wastewater to the underlying groundwater under groundwater discharge Permit #M00698 from the State of Michigan, however, the WWTP discontinued discharging treated wastewater to the groundwater in 2015.

This Work Plan is being submitted as part of the Township's 2025 Emerging Contaminants Grant Application being submitted to Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Township is seeking funds from EGLE to determine the nature and extent of the known PFAS impacts and to assess whether the Township can identify alternate drinking water sources to eliminate the risk for the residential area immediately south of the Site where groundwater has been impacted by PFAS, sodium, and chloride from the historic residential wastewater discharges associated with the former WWTP.

## **Background**

The former WWTP, which served a strictly residential customer base, historically discharged treated wastewater to the groundwater beneath the Site. The former WWTP served a small population of approximately 3,200 people (1,350 accounts). This historic discharge of treated wastewater has resulted in sodium and chloride impacts (above Part 201 DWC) to the groundwater beneath the Site and the residential areas downgradient of the Site. As a result, the Township entered into a consent judgment with EGLE to delineate the sodium and chloride plume, and to provide point-of-use reverse-osmosis (RO) treatment systems to the residents with impacted wells. Due to the difficulty of removing sodium and chloride from the WWTP's waste stream, in 2015, the small community issued capital improvement bonds to terminate discharge at the WWTP, equalize flow, and pump their wastewater to a larger surface water discharge facility approximately six miles north of the Site.

Due to the groundwater impacts observed in the existing monitoring well network, and based on the strictly residential customer base, EGLE requested the Township perform PFAS sampling in its existing monitoring well network in 2022, in conjunction with Township's continued sodium and chloride monitoring. Based on recent communication with the Township, along with our review of the information provided pertaining to the PFAS sampling results at the Site (and in the areas downgradient of the Site), it is WSP's understanding that PFAS compounds have been identified in the groundwater beneath the former WWTP and the residential areas south and southwest of the Site. Several PFAS compounds have been identified in groundwater monitoring wells south and southwest of the former WWTP at concentrations above laboratory MDLs, however, only two PFAS compounds (PFOS and PFOA) have been identified above EGLE Part 201 Residential Drinking Water Criteria (DWC). In addition to PFAS, sodium and chloride impacts are also observed in the groundwater beneath the Site and downgradient of the Site at concentrations above EGLE Part 201 DWC. Extensive investigation into the nature and extent of the sodium and chloride impacts originating from the former WWTP has been conducted for numerous years and is ongoing.

Based on the PFAS impacts identified in the WWTP's groundwater monitoring well network, PFAS monitoring of the residential drinking water wells south of the Site was conducted in 2023 and 2024. Laboratory analytical results from the PFAS samples collected from the residential drinking water wells south of the Site (on Glenway Drive) identified several PFAS compounds at concentrations above laboratory MDLs, however, only one PFAS compound (PFOA) was detected at a concentration above Part 201 DWC and USEPA Maximum Contaminant Levels (MCLs). Analytical results from 2023 and 2024 identified PFOA at concentrations above Part 201 DWC and its MCL in eight of the 29 residential drinking water wells sampled as part of the Township's investigation. It should be noted that the Township has offered RO units to each of the homes where PFAS compounds were detected (above laboratory MDLs) as a temporary measure to reduce overall exposure to PFAS. Based on the known PFAS impacts in the residential drinking water wells, the Township wishes to evaluate methods to eliminate PFAS exposure risks to the affected residents, whether it is by providing municipal water to the residents in the area, or by identifying alternate aquifer(s) beneath the residential areas that are not impacted by PFAS (where deeper residential drinking water wells could potentially be installed).

In order to investigate options for providing alternate drinking water resources to the residents south of the former WWTP, the Township is seeking funding from EGLE to investigate the nature and extent of the PFAS impacts and to identify whether deeper residential drinking water wells

could provide residents with drinking water that is free of PFAS impacts above regulatory criteria and thereby reduce the overall PFAS exposure risks to nearby residents.

WSP proposes to perform the following SOW to review the hydrogeological conditions in the area of the PFAS impacts and to identify whether there may be other deeper aquifer(s) beneath the Site that are capable of providing a safe alternate drinking water source for the homes located south of the Site on Glenway Drive.

### **Project Objectives and Scope of Work**

The purpose of the proposed PFAS risk reduction investigation is to assess the nature and extent of PFAS groundwater impacts, evaluate existing hydrogeologic data for the Site and the areas downgradient of the Site, and to develop a 3D conceptual site model (CSM) to evaluate the geology might impact the occurrence and migration of PFAS, and to evaluate whether there are deeper aquifer(s) present beneath the residential areas south of the Site that can be utilized as an alternate drinking water source for residents with wells impacted by PFAS.

Specific project objectives of the PFAS risk reduction investigation include the following items:

- Evaluate the current PFAS concentrations at the Site and in the areas south and southwest of the Site, and evaluate the nature and extent of PFAS groundwater impacts.
- Use existing hydrogeologic data to develop a 3D CSM to evaluate the nature and extent of PFAS groundwater impacts and to assess whether deeper aquifer(s) beneath the residential area south of the Site can provide an alternate drinking water sources for residents with drinking water wells impacted with PFAS.
- Determine the distribution and variable movement of PFAS compounds through the groundwater aquifer(s) beneath the Site and surrounding areas. WSP will assess which PFAS compounds move more rapidly, which compounds may be bound more greatly to soil, which compounds are identified deeper in the aquifer(s), and which compounds tend to be identified in the shallower portions of the aquifer(s). Ultimately, our objective is to determine if an alternate source of drinking water can be identified for the downgradient residents with drinking water wells impacted with PFAS, as connection to municipal water is not easily achieved.
- Make alternative recommendations to the Township for reducing the overall PFAS exposure risks to residents south of the former WWTP, and for providing a PFAS-free drinking water source for the impacted residents.

To accomplish the project objectives, WSP proposes to perform the following SOW:

- Develop a Quality Assurance Project Plan.
- Prepare a site-specific health and safety Plan (HASP) to protect our on-site workers from the physical, biological, and/or chemical hazards associated with the proposed work.
- Perform PFAS residential drinking water well (29 wells) sampling in the residential area south of the former WWTP.
- Perform PFAS groundwater monitoring well (25 wells) sampling of the existing monitoring well network.
- Review available background data and historic hydrogeological reports prepared for the Site and surrounding areas
- Review and compile PFAS analytical results from residential drinking water well and groundwater monitoring well sampling activities that will be performed.

- Prepare Site maps, a PFAS contaminant map, groundwater surface elevation contour map(s).
- Use existing hydrogeological data to develop a 3D Conceptual Site Model (CSM), including up to two geologic cross-sections for the Site).
- Review the hydrogeologic data and the 3D CSM to assess whether there are deeper aquifer(s) present beneath the residential area south of the Site that can provide an alternate drinking water source for residents with PFAS impacts and to reduce PFAS exposure risks to nearby residents.
- Evaluate alternative recommendations for the Township to consider for reducing PFAS exposure risks to the residents south of the former WWTP and for providing a PFAS-free drinking water source for the impacted residents.
- If the 3D CSM supports further evaluation, a deep monitoring well will be installed near the residential drinking water wells impacted with PFAS (above the MCLs), which are in the northern portion of the residential subdivision on the west side of Glenway Drive. The objective of this monitoring well will be to identify whether deeper aquifer(s) are present in the area, and whether the deeper aquifers are impacted with PFAS. This will assist the Township in assessing whether a deeper aquifer (and deeper residential drinking water wells) can provide impacted residents with an alternate drinking water source.
- Prepare a Final Summary Report summarizing the investigative activities performed at the Site by WSP (and others), and the nature and extent of PFAS groundwater impacts beneath the Site and the areas south and southwest of the Site. The Final Summary Report will also summarize the development of the 3D CSM and will assess whether there are deeper aquifer(s) present beneath the residential areas south of the Site that can provide an alternate drinking water source for residents with PFAS impacted drinking water wells.

### **Work Task Descriptions & Methodologies**

The following sections of this Work Plan present the details regarding the methods and procedures proposed to complete the SOW discussed above.

#### **Task 1 – Develop Quality Assurance Project Plan (QAPP) and HASP**

WSP will prepare a QAPP for EGLE review and approval. The QAPP will present the organization, objectives, proposed activities, and specific quality assurance/quality control (QA/QC) procedures associated with the proposed SOW. The QAPP will generally be prepared in accordance with EGLE's *Checklist for Data Collection/Monitoring QAPPs*. The QAPP will be used to ensure that the right type, quality, and quantity of data are collected to meet the project's data quality objectives (DQO's). It is anticipated that WSP will incorporate one round of comments/edits from EGLE.

In addition, WSP will also prepare a site-specific Health and Safety Plan (HASP) to protect our on-site workers from the physical, biological, and/or chemical hazards associated with the proposed scope of work.

#### **Task 2 – PFAS Residential Drinking Water Well Sampling**

WSP will sample the residential drinking water wells south of the former WWTP, along Glenway Drive, as part of this PFAS risk reduction evaluation. The residential drinking water well sampling will be conducted to assess the current groundwater conditions, and to determine which residential drinking water wells are impacted with PFAS. The drinking water well monitoring

activities will also be completed to assess the aquifer(s) that are used for drinking water by the residents downgradient of the former WWTP and to assess if wells screened in deeper aquifer(s) are also impacted with PFAS. The data obtained from the drinking water well monitoring program will be used in conjunction with the data obtained from the groundwater monitoring well monitoring program to assess the nature and extent of the PFAS impacts south and southwest of the former WWTP. The data collected will be used to determine whether there are any MCL exceedances observed in the data, which aquifer(s) are impacted with PFAS, and to assist in determining if additional homes require RO units as a temporary PFAS risk reduction measure. It is anticipated that the residential drinking water well sampling will be conducted in the Spring/Summer of 2025.

The residential drinking water well sampling will be coordinated and completed by WSP personnel. As can be seen on **Figure 2**, there are a total of 29 residences south of the Site on Glenway Drive. WSP will attempt to sample all 29 of the residential wells located along Glenway Drive (5031 through 5465 Glenway Drive). It is anticipated that the residential wells will be sampled in conjunction with the Township's annual drinking water sampling event being conducted as part of its sodium and chloride contamination investigation. It should be noted that the Township will incur all analytical costs associated the analysis of the samples for sodium, chloride, hardness, and post RO treatment system samples for PFAS.

Prior to conducting the residential well sampling, WSP will contact each of the 29 homeowners to coordinate and schedule the sampling of their drinking water well. An attempt will be made to sample each residential well from an unsoftened (raw) location and the samples will be analyzed for PFAS utilizing EPA Method 537.1. In addition, WSP will also collect post RO treatment system samples for PFAS analysis to ensure the effectiveness of the RO treatment systems being used by some of the homeowners. The unsoftened (raw) water will be allowed to run for approximately 5-10 minutes prior to sampling and then pumped directly into clean, laboratory supplied and preserved containers. The samples will then be placed in an ice-packed cooler and transported directly to a certified drinking water analytical laboratory as soon as practical for analysis. It should be noted the Township will incur all costs associated with laboratory analysis of the post RO treatment system samples. In addition to the 29 residential well samples, WSP will collect a field blank during each day that PFAS drinking water sampling is conducted. It is anticipated that up to three field blank samples will be collected as part of the sampling event. Furthermore, additional QA/QC sampling that will be completed as part of the residential drinking water well sampling event include two matrix spike/matrix spike duplicate samples, three blind duplicate samples, and up to three trip blanks. Each of the QA/QC samples will be analyzed for PFAS utilizing EPA Method 537.1.

Analytical data obtained from the 2025 PFAS drinking water well sampling event will be incorporated into the overall CSM and will be used to assess the current PFAS concentrations south of the Site, to assess whether deeper aquifer(s) are also impacted with PFAS, and to determine if RO systems are needed at any additional homes. Upon receipt of the analytical data, WSP will prepare sampling results letters for each of the homeowners documenting the results of the PFAS sampling completed for their well. Copies of the residential sampling results letters will be included in the Final Summary Report (Task 6).

### Task 3 – PFAS Groundwater Monitoring Well Sampling

WSP will sample each of the existing groundwater monitoring wells within the Township's monitoring well network as part of this PFAS risk reduction evaluation. The groundwater monitoring well sampling will be conducted to assess the current groundwater conditions beneath the Site and the areas south and southwest of the Site. The data obtained from the groundwater monitoring wells will be used in conjunction with the data obtained from the drinking water well monitoring program to assess the nature and extent of the PFAS impacts downgradient of the former WWTP. It is anticipated that the groundwater monitoring well sampling event will be conducted in 2026 in conjunction with the 2026 annual sodium and chloride monitoring event.

The groundwater monitoring well sampling will be coordinated and completed by WSP personnel. As can be seen on **Figure 2**, there are a total of 25 groundwater monitoring wells associated with the Site. WSP will sample each of the 25 monitoring wells for PFAS analysis. It is anticipated that the groundwater monitoring wells will be sampled in conjunction with the Township's 2026 annual drinking water sampling event being conducted as part of its sodium and chloride contamination investigation. It should be noted that the Township will incur all analytical costs associated the analysis of the samples for sodium and chloride.

WSP will begin its groundwater monitoring well sampling event by recording static groundwater elevations for each of the monitoring wells with an electronic water level indicator accurate to 0.01 foot. All wells will be opened and allowed time to equilibrate with the atmosphere prior to measuring groundwater levels. The water levels will be referenced to the surveyed top of casing elevations and calculated corresponding groundwater elevations referenced to feet above mean sea level. This information will be tabulated, and groundwater elevation contours will be prepared to verify the groundwater flow direction and hydraulic gradients.

The 25 groundwater monitoring wells included in the sampling event will be sampled once in 2026 to assess current PFAS concentrations in the wells. After the static water levels have been measured, each monitoring well will be purged using low-flow or minimal drawdown techniques until three consecutive measurements of pH, specific conductance, and temperature and turbidity demonstrate stability. Groundwater will be purged using a peristaltic pump and groundwater field parameters will be measured with a multi-parameter flow-through cell. Groundwater samples will be collected directly from the pump discharge into appropriate laboratory supplied and preserved containers and placed in an ice-packed cooler. Groundwater will be transported to an analytical laboratory as soon as practical for analysis. Measurements of pH, specific conductance, dissolved oxygen, ORP, turbidity, and temperature will be recorded in the field and transferred onto monitoring well sampling records.

In addition to the 25 monitoring well samples, WSP will also collect QA/QC samples as part of the groundwater monitoring well sampling event. Quality assurance/quality control samples will include two blind duplicate samples, one matrix spike/matrix spike duplicate, one field blank, one trip blank, and one equipment blank. Each of the samples will be analyzed for PFAS utilizing EPA Method 1633. The samples will also be analyzed for sodium and chloride, with all costs associated with the laboratory analysis of sodium and/or chloride will be incurred by the Township.

#### **Task 4 – Data Compilation & Evaluation**

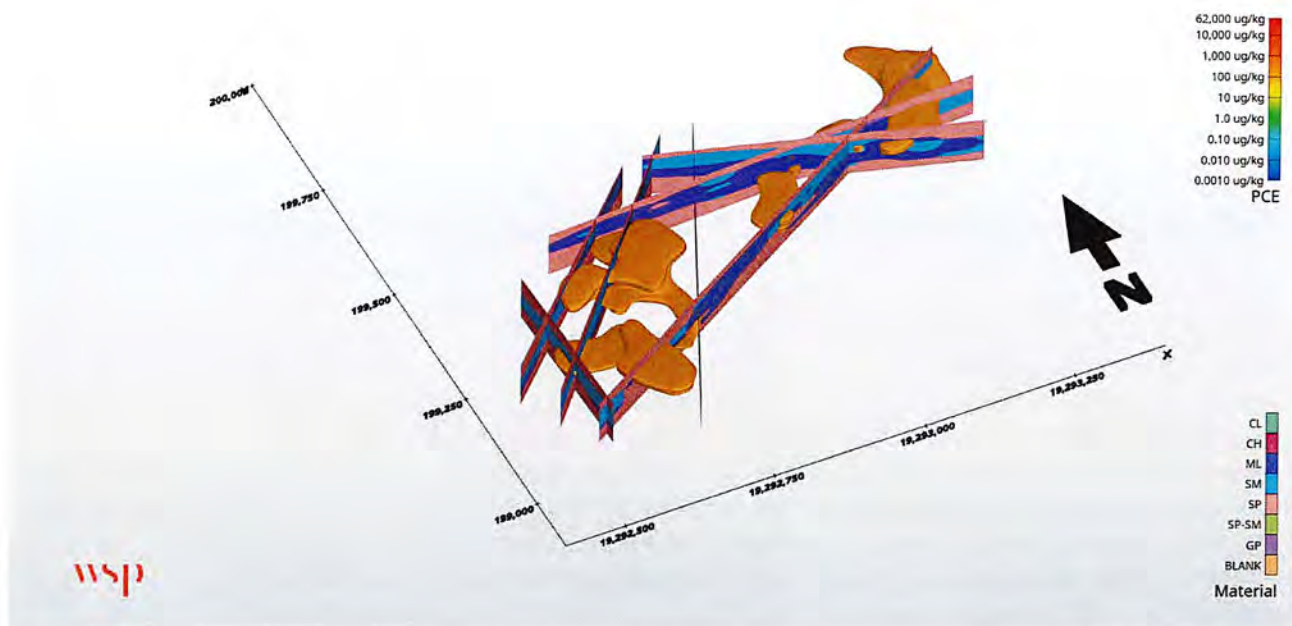
WSP will compile hydrogeologic data obtained from site monitoring wells and off-site drinking water well logs obtained from EGLE's GeoWebFace online GIS database, Wellogig, and from the Livingston County Health Department, and incorporate the data into its 3D CSM (Task 5). In addition, WSP will also compile historic sodium and chloride groundwater analytical results from drinking water wells and groundwater monitoring wells to assess whether either sodium and/or chloride can be used as a tracer to assist in evaluating the horizontal and vertical extent of PFAS impacts originating at the former WWTP. WSP will also review and compile PFAS laboratory analytical data obtained from the residential drinking water wells south of the Site and from the existing groundwater monitoring well network. The PFAS analytical data will be compiled into a database that is ultimately incorporated into the 3D CSM. The PFAS analytical data obtained from the Site and the areas south and southwest of the Site, and the nature and extent of the PFAS groundwater impacts will be presented in the Final Summary Report (Task 6). WSP's Final Summary Report will include descriptions of the local hydrogeologic features, scaled Site maps showing well locations and pertinent site features such as the WWTP, the infiltration beds, the residential drinking water wells in the area of the Site, and approximate property boundaries. The CSM will also include Site maps that depict the current extent of the PFAS impacts, and groundwater elevation contours.

#### **Task 5 – 3D CSM**

WSP will develop a 3D model of available and relevant site geospatial data using Earth Volumetric Studio (EVS). The EVS platform can be used to create a CSM and to generate 2D and 3D graphics from the database to visually convey geologic and hydrogeologic data. EVS has been chosen for 3D CSM creation as it provides a centralized, streamlined information management platform capable of assimilating and integrating multi-sourced 2D and 3D geological, geophysical, hydrophysical and groundwater data. EVS is a powerful and versatile tool for assimilating environmental site data into 3D CSM's as well as performing geostatistical assessments and analysis on that data. It is compatible with ArcGIS, groundwater modeling packages, and geostatistical software, and has a large toolbox of environmental risk management and geospatial analyses tools of its own. EVS's platform provides for a straightforward method to perform data quality control checks, identify data gaps, evaluate and model geospatial data, and to communicate complex site features. Over time, the EVS model can be updated with new site data.

The 3D CSM integrates the followings site feature data:

- Topography using National Elevation Dataset (NED) or other site-specific elevation data
- Aerial imagery
- Parcel or site feature boundaries
- Source areas
- Soil boring logs
- Well construction logs
- Analytical groundwater data records for Sodium, Chloride, PFOS, and PFOA
- Groundwater elevation data



An example graphic for a 3D model is presented above for reference. The 3D model will be used to evaluate the site lithology and the 3D distribution of analytical data below the groundwater surface and will assist WSP in evaluating how the geology might impact the occurrence and migration of PFAS, and whether deeper aquifer(s) beneath the residential areas south of the Site can provide an alternative drinking water source for residents with wells impacted with PFAS. The model will incorporate the sodium and chloride data to evaluate if the PFAS impacts are collocated with sodium and chloride, or if predictions can be made of future occurrences of PFAS and/or Na and Cl. The model will also support the identification of data gaps for future sampling events and/or investigative activities.

### Task 6 – Alternative Recommendation Analysis

WSP will evaluate alternative recommendations for the Township to consider for reducing the overall PFAS exposure risks to residents south of the former WWTP. This analysis will include assessing the Township's current municipal water supply network to evaluate whether the Township can increase its capacity without adding an additional Type 1 supply well. This evaluation will be performed to assess whether the Township can add up to an additional 29 homes to its municipal water supply system. To evaluate whether the Township can accommodate adding these homes to its municipal supply system, WSP will evaluate the past two years of the Township's operating records and evaluate the average monthly, average daily, and peak daily water use. This data will then be used to evaluate the capacity of its water supply system and assess whether the Township can accomplish adding up to 29 additional homes to its municipal supply system without adding a new Type 1 well, or whether a new Type 1 well could be considered. In addition, WSP will also evaluate whether deeper portions of the aquifer(s) beneath the residential areas south of the former WWTP are impacted with PFAS and whether it is feasible to install deeper drinking water wells for some of the residents to provide a drinking water source free of PFAS impacts. WSP will also evaluate whether providing additional RO treatment systems for some residents is an alternative that the Village would like to explore.

## **Task 7 – Monitoring Well Installation and Sampling**

If the 3D model supports further evaluation of whether the deeper aquifer(s) beneath the residential areas south of the Site can provide an alternative drinking water source for residents with wells impacted with PFAS, then Genoa Township will contract with a licensed environmental drilling contractor to drill a deep monitoring well near the residential wells impacted with PFAS above the MCLs. In general, the impacted wells are in the northern portion of the residential subdivision on the west side of Glenway Drive, south of the former WWTP. The objective of installing and sampling this monitoring is to identify whether deeper aquifer(s) are present in the area, and whether the deeper aquifers are impacted with PFAS. This will assist the Township in assessing whether a deeper aquifer (and deeper residential drinking water wells) can provide impacted residents with an alternate drinking water source that is free of PFAS impacts.

The drilling contractor will utilize a roto-sonic drilling rig to drill the borehole for the well using seven-inch diameter outer casing, six-inch diameter inner casing, and a 4-inch diameter core barrel. The seven-inch outer casing will be used to seal off the upper aquifer (used by the majority of the residents in the area for their drinking water source) from any potential deeper aquifers encountered beneath the aquifer that most of the residential wells are screened in. The outer casing will be seated in a clay unit that appears to separate two aquifers in this area. It is estimated that the casing will be advanced to a depth of approximately 180 feet bgs. Sealing off the upper 180-feet from any potential deeper aquifers is being proposed as a means to minimize the potential that PFAS impacted groundwater migrates vertically to deeper aquifer units. Once the outer casing has sealed off the upper aquifer, the inner casing and core barrel will be advanced through the confining clay unit separating the two aquifers. The core barrel will then be drilled in advance of the six-inch inner casing to minimize disruption to the underlying aquifer material and to minimize the potential for PFAS impacts (from the upper aquifer) from migrating into the deep aquifer. The inner casing and core barrel will be advanced to a maximum depth of 250-feet bgs. If a deeper aquifer is encountered beneath a confining clay unit, a monitoring well will be screened within the deeper aquifer. It appears that there may be a few residential wells in the area that are screened in this deeper aquifer.

The monitoring well will be constructed with a five-foot long PVC well screen (10-slot) and PVC well casing. Gravel pack will be placed around the well screen and in the borehole annulus as the inner casing is retracted from the borehole. The gravel pack will be installed to a depth of at least 2 to 3 feet above the top of the well screen. After the gravel pack has been added, the drilling contractor will grout the borehole annulus with bentonite grout using tremie pipe from the bottom of the well to the top. Following grouting, the monitoring well will be developed using a rig pump, compressed air, a surge block, and/or a submersible pump. Up to 100-gallons of water will be purged from the well during development.

The drilling contractor will containerize the impacted soil cuttings and purge water in steel MDOT-approved 55-gallon drums that will be staged on site for future waste characterization sampling and ultimately for transport and disposal off-site. All investigative derived waste (IDW) will be transported in accordance with all local, state, and federal rules and regulations. The monitoring well be equipped with a steel locking protective cover and will be sealed at the surface with a two-foot by two-foot concrete pad. WSP has assumed that the monitoring well drilling will not take more than three days.

Groundwater collected from the new monitoring well will be sampled for PFAS at least one time following installation. The sample will be collected using low-flow sampling techniques, as described above for Task 3. The groundwater sample collected from this monitoring well will be analyzed for PFAS utilizing EPA Method 1633. Data obtained from this sample will be incorporated into the 3D CSM and will be used to assess whether the deep aquifer may provide the residents with an alternate drinking water source.

#### **Task 8 – Final Summary Report**

WSP will prepare a Final Summary Report (Report) summarizing the results of the residential well and groundwater monitoring well sampling activities, the creation and interpretation of the 3D CSM, and the nature and extent of PFAS groundwater impacts beneath the Site and surrounding areas. The Report will also provide WSP's conclusions regarding whether there are deeper aquifers available beneath the residential areas south of the Site that can provide an alternate drinking water source for residents with wells impacted with PFAS. The Report will detail the methods and procedures used during the field activities portion of this investigation and will provide a summary and analysis of the results. In addition, the report will also present the horizontal direction of groundwater flow and the shallow and deep aquifer characteristics. The report will also provide recommendations for additional investigative steps, if necessary, to continue evaluating the nature and extent of PFAS impacts in the aquifer(s) beneath the Site.

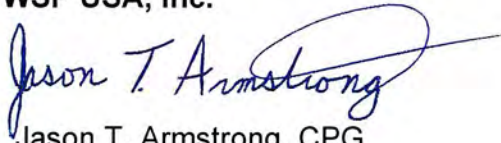
#### **Assumptions**

WSP has made certain assumptions in the preparation of this Work Plan. These assumptions include the following items:

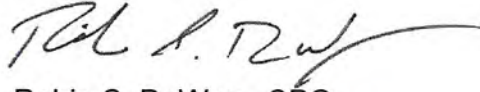
- Access to the Site is unrestricted and drilling and other investigative activities may be performed at any time.
- Hazardous conditions will not be encountered, and Level D personal protection equipment (PPE) will be sufficient.
- WSP will be able to sample all of the residential drinking water wells in up to three separate mobilizations.
- Monitoring well drilling can be completed in three days or less.
- WSP's Work Plan is approved by EGLE, as submitted.

WSP is pleased to have the opportunity to prepare this Work Plan and we are available at your convenience to discuss any questions you may have.

Sincerely,  
**WSP USA, Inc.**



Jason T. Armstrong, CPG  
Lead Consultant, Geologist  
(517) 490-8429  
[jason.armstrong@wsp.com](mailto:jason.armstrong@wsp.com)

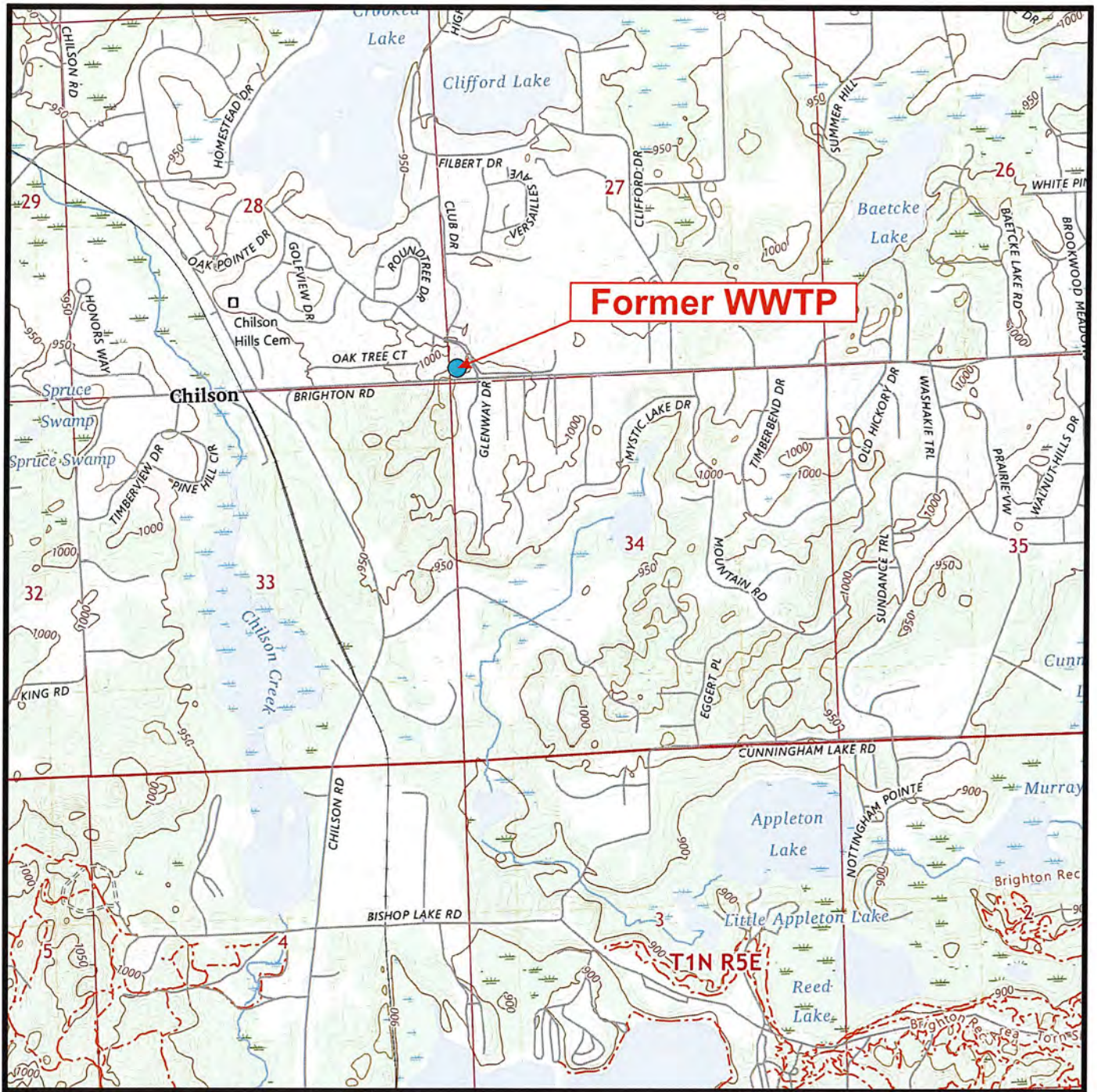


Robin S. DeWyre, CPG  
Vice President, Geologist  
(517) 404-0586  
[robin.dewyre@wsp.com](mailto:robin.dewyre@wsp.com)


CC: Eric Chatterson (EGLE) - via email  
Greg Tatara (Genoa Township) - via email

Attachments:

Figure 1-Site Location Map  
Figure 2-Site Features



**Legend:**

 Former WWTP Location

**Notes:**

1. Source: U.S. Geological Survey Topographic map, Brighton, Michigan quadrangle, dated 2023.

**Scale:**

1-Inch = 2,000-Feet



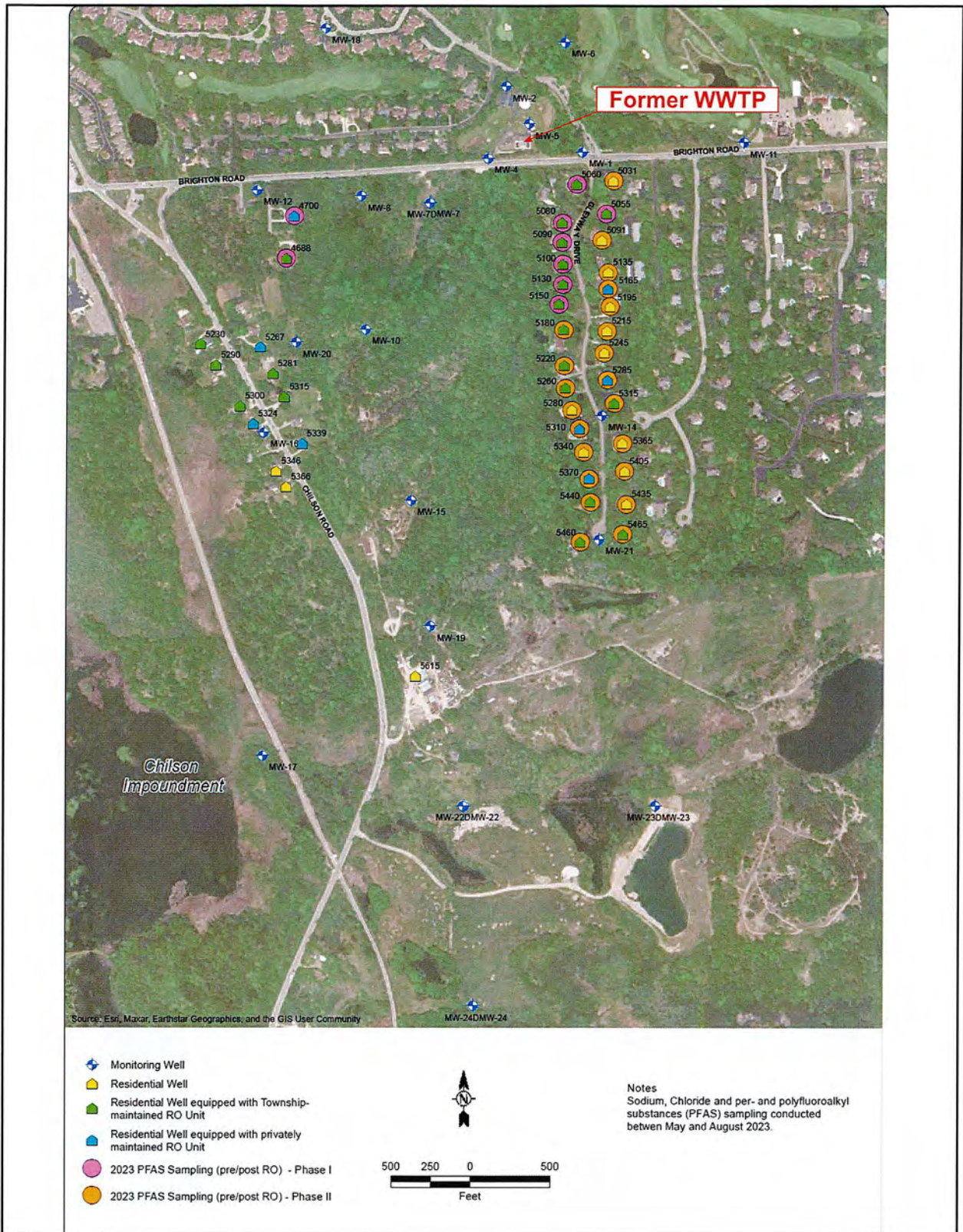
**SITE LOCATION MAP**

**Former Oak Pointe WWTP**  
4981 Brighton Road, Genoa Township  
Livingston County, Michigan



46850 Magellan Drive, Suite 190  
Novi, Michigan 48377  
Phone: (248) 926-4008

**FIGURE 1**



#### Notes

- Figure Source: 2023 Annual Groundwater Sampling Report, Oak Pointe Wastewater Treatment Plant, Consent Order # 31-03-00, dated October 18, 2023, prepared by TetraTech (Figure 5-2023 Private Water Supply PFAS Assessment Sampling Plan).

**Site Features**  
**Former Oak Pointe WWTW**  
4981 Brighton Road, Genoa Twpnship  
Livingston County, Michigan



46850 Magellan Drive, Suite 109  
Novi, Michigan 48377  
www.wsp.com

**FIGURE 2**



2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
[genoa.org](http://genoa.org)

**SUPERVISOR**

Kevin Spicher

**CLERK**

Janene Deaton

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

**MANAGER**

Kelly VanMarter

Trustees,

The elections commission approved condensing and precinct redistricting from 9 precincts to 6 precincts and mailing of new voter ID cards to voters who's precincts have changed on May 29, 2025. The State of MI has approved the redistricting.

We have an estimate from PSI Printing Signs and Designs to print the Voter ID Cards of 10,392 Voters. Total is \$1,278.09 for printing and \$3,974.16 postage at the bulk rate for a total of \$5,252.25.

Please approve the Clerks Department to hire PSI Printing Signs and Designs to print and mail new voter ID cards to 10,392 voters who's precincts have changed. If approved the Clerk will make the budget amendment at the next board meeting.

Thank you,

Janene Deaton  
Clerk

For your consideration, I offer the following for approval:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to allow the Clerk to hire PSI Printing Signs and Designs to print and mail new voter ID cards to 10,392 voters who's precincts have changed.

GENOA CHARTER TOWNSHIP ELECTION COMMISSION

SPECIAL MEETING

Thursday, May 29, 2025, AT 9:00 A.M.

**1. CALL TO ORDER**

Clerk Deaton call the meeting to order at 9:02 a.m.

**2. PLEDGE OF ALLEGIANCE**

- 3. ROLL CALL:** Members Township: Clerk Deaton, Trustees Rick Soucy and Candie Hovarter. Also present: Deputy Clerk Dolan, Becky Dockery (Recording Secretary), Kevin Spicher (Supervisor, arrived at 9:07 a.m.) and Deb Beattie (audience)

**4. CALL TO THE PUBLIC**

Opened at 9:03 a.m. Deb asked why we were wanting to condense and redistrict. Clerk Deaton responded to save the Township money. Only 30% of voters showed up at the polls on election day, a majority voted by early voting and absentee. Call to the public closed at 9:05 a.m. .

**5. APPROVAL OF MINUTES FROM THE SEPTEMBER 26, 2024 ELECTION COMMISSION MEETING.**

Moved by Rick Soucy, seconded by Candie Hovarter; MOTION CARRIED unanimously.

**6. REQUEST FOR APPROVAL OF THE AGENDA**

Moved by Candie Hovarter, seconded by Rick Soucy; MOTION CARRIED unanimously.

**7. REQUEST FOR APPROVAL OF PRECINCT CONDENSING AND REDISTRICTING. CHANGING THE PRECINCTS FROM 9 PRECINCTS TO 6 PRECINCTS & MAILING OF NEW ID CARDS TO VOTERS WHO'S PRECINCTS HAVE CHANGED.**

The number of voters who come to vote in person are too low to justify the current number of precincts. This reduction of precincts will save taxpayers money. Once this is approved, this request can be forwarded onto the state for approval. Clerk Deaton gave out numbers of residents in precincts. The six new precincts take into consideration the number of County Commissioner seats, the school districts and future growth of the Township.

Clerk Deaton also mentioned there may be a November Brighton School election.

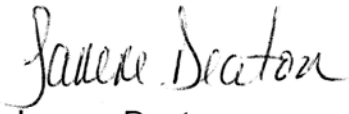
Moved by Rick Soucy, seconded by Candie Hovarter; MOTION CARRIED unanimously.

**8. ADJOURNMENT**

GENOA CHARTER TOWNSHIP ELECTION COMMISSION  
SPECIAL MEETING

Thursday, May 29, 2025, AT 9:00 A.M.

The meeting was adjourned at 9:39 a.m.

A handwritten signature in black ink that reads "Janene Deaton". The script is cursive and fluid.

Janene Deaton  
Genoa Township Clerk

**From:** [clerk](#)  
**To:** [Kelly VanMarter](#)  
**Subject:** FW: Voter ID cards  
**Date:** Monday, June 9, 2025 1:59:09 PM  
**Attachments:** [image001.png](#)

---

Kelly,

Here is the email for the estimate. Don't know if you need that or not.

Janene Deaton  
Genoa Township Clerk  
2911 Dorr Road Brighton, MI 48116  
Phone: (810) 227-5225 Fax: (810) 227-3420  
E-mail: [clerk@genoa.org](mailto:clerk@genoa.org)  
Website: [www.genoa.org](http://www.genoa.org)



---

**From:** Tabitha Dolan <[tabitha@genoa.org](mailto:tabitha@genoa.org)>  
**Sent:** Monday, June 9, 2025 1:17 PM  
**To:** Dana Hulslander <[Dhulslander@printingsystems.us](mailto:Dhulslander@printingsystems.us)>  
**Cc:** clerk <[clerk@genoa.org](mailto:clerk@genoa.org)>  
**Subject:** RE: Voter ID cards

Do we send a check to you or to usps for those to get mailed?

Tabitha

---

**From:** Dana Hulslander <[Dhulslander@printingsystems.us](mailto:Dhulslander@printingsystems.us)>  
**Sent:** Monday, June 9, 2025 1:13 PM  
**To:** Tabitha Dolan <[tabitha@genoa.org](mailto:tabitha@genoa.org)>  
**Subject:** RE: Voter ID cards

Oh, it was no problem at all. I just had to punch in 5 digits. Postage will be about \$.384 each using first class postage.



*Dana Hulslander*  
*Customer Service Specialist*

12005 Beech Daly Rd.  
Taylor, MI 48180  
800-951-2345 Ext. 221  
734-946-5111 Ext. 221  
734-946-1115 Fax  
[dana@printingsystems.us](mailto:dana@printingsystems.us)  
[www.printingsystems.us](http://www.printingsystems.us)



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Since 1970*

---

**From:** Tabitha Dolan <[tabitha@genoa.org](mailto:tabitha@genoa.org)>  
**Sent:** Monday, June 9, 2025 1:09 PM  
**To:** Dana Hulslander <[Dhulslander@printingsystems.us](mailto:Dhulslander@printingsystems.us)>  
**Subject:** RE: Voter ID cards

Hi Dana

We will go with the 10,392 which is who had a change. Not because of the price but the way the clerk worded the election commission resolution we have to mail only those that had changes. Sorry for wasting your time on looking that up. Do you know what the postage would cost? Apprx so I can let her know?

Tabitha

---

**From:** Dana Hulslander <[Dhulslander@printingsystems.us](mailto:Dhulslander@printingsystems.us)>  
**Sent:** Monday, June 9, 2025 12:50 PM  
**To:** Tabitha Dolan <[tabitha@genoa.org](mailto:tabitha@genoa.org)>  
**Subject:** Voter ID cards

Hi Tabitha,

You emailed Ronda for information about voter ID cards. She asked that I help you. Here is the quote for the 2 different Voter Info. Cards with mailing.

To print 10,392 2-color Custom Voter Info cards, address, sort and deliver to Taylor Post Office = \$1278.09

To print 17,154 2-color Custom Voter Info cards, address, sort and deliver to Taylor Post Office = \$1929.54

PLUS the cost of postage.

Please let me know if you have any questions or if you'd like to start on the order.

Thank you Tabitha



*Dana Hulslander*

*Customer Service Specialist*

*12005 Beech Daly Rd.*

*Taylor, MI 48180*

*800-951-2345 Ext. 221*

*734-946-5111 Ext. 221*

*734-946-1115 Fax*

*[dana@printingsystems.us](mailto:dana@printingsystems.us)*

*[www.printingsystems.us](http://www.printingsystems.us)*



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Since 1970*



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

## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** June 11, 2025  
**RE:** Retainer Agreement – Mike Watza

---

Agenda item number 11 is a request for approval of a new retainer agreement with our telecommunications attorney, Mike Watza. Mr. Watza is changing law firms from Kitch to Bloom Sluggett and as a result, a new retainer is required. The agreements are essentially the same, however the new firm has a more graduated fee schedule which I appreciate. Mr. Watza has been an outstanding resource for the Township and has successfully helped us negotiate improved cable franchise agreements with WOW, Charter and Comcast. His counsel has also been extremely helpful in relation to dealing with METRO Act permits. In addition to the new retainer agreement, I have included in the following pages his biography and curriculum vitae as well as the current retainer agreement.

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

Sincerely,

Township Manager

### **SUPERVISOR**

Kevin Spicher

### **CLERK**

Janene Deaton

### **TREASURER**

Robin L. Hunt

### **TRUSTEES**

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

### **MANAGER**

Kelly VanMarter

# Bloom Sluggett, PC

---

Counselors & Attorneys

Mike Watza  
400 Renaissance Center  
Detroit, MI 48243  
Direct Dial: (248) 921-3888  
Office: (313) 309-7288  
[mike@bloomsluggett.com](mailto:mike@bloomsluggett.com)

## E-Mail Delivery Only

June 10, 2025

Kelly VanMarter  
Township Manager  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116  
[kelly@genoa.org](mailto:kelly@genoa.org)

Re: Retention of Michael J. Watza and Bloom Sluggett, PC regarding Cable/Video, Metro Act and General Telecommunications Advice for Genoa Charter Township

Dear Ms. VanMarter

Thank you for agreeing to retain the undersigned and my new Firm for purposes of serving Genoa Charter Township as its Counsel for the purpose of providing advice on Telecommunication/Cable matters.

The undersigned has a considerable amount of experience as a Municipal Regulatory Attorney and Lobbyist in the Electric, Cell Tower, Telecommunications, Broadband and Pipeline space. We have joined our practices in order to combine my regulatory expertise with the Bloom Sluggett, PC firm's depth of experience and reputation in local government across Michigan. We have been and will continue to work seamlessly together to provide the Township broad experience on all related compliance issues. We look forward to continue working with you on these matters.

**Fees and Costs:** All our work is based on an hourly rate. Our rates under this agreement are discounted based upon our longstanding relationship and, cooperation and support of PROTEC <https://www.protec-mi.org/> Those rates are as follows:

Genoa Charter Township  
Retention Letter

Page 2

125.00 per hour	Paralegals and Law Clerks
150.00 per hour	Law Graduates
210.00 per hour	Associates (1st Year)
300.00 per hour	Attorneys
375.00 per hour	Senior Attorneys

Generally, it is the practice of the Firm to employ the services of personnel who bill at the lowest hourly rate possible on a matter, while maintaining the highest level of professionalism. We retain the discretion to determine the appropriate assignment of tasks among our team members.

In this respect, we expect that the undersigned, as a Senior Attorney, will serve as lead counsel in all matters. Other personnel if involved, will be identified and billed as noted above. Costs are broken out separately in our invoices. These include some in-house costs (e.g., photocopying and postage) and anything out of pocket, such as travel and expert fees.

Our billing department will submit copies of the Firm's statement for services to you every month. We will submit an itemized statement of all services performed, noting time to 1/10<sup>th</sup> of an hour. You agree to make payments within 30 days of receiving our statement. We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues, we reserve the right to impose a charge of 1.5% of the amount more than thirty (30) days past due, for each month any such balance remains unpaid. Also, if the delinquency continues and you do not arrange satisfactory payments terms, you agree that we may withdraw from the representation and pursue collection of your account. You agree to pay the costs we incur in collecting the debt, including court costs, filing fees and a reasonable attorneys' fee, including the reasonable value of Firm lawyers acting for the Firm.

**Experts:** Our fees are in addition to any fee or retainer requirements of any other expert professionals that may be required throughout the course of our representation of you. There are strategic and tactical issues involved in hiring an expert in any field and any expert will only be retained after consulting with you. Generally, we recommend that retention and payment of such experts be through our office in order to preserve any applicable attorney-client and/or work product privileges, which will help to protect the disclosure of confidential information exchanged with the expert.

The Township and the Firm can each prospectively end the attorney-client relationship without cause, upon reasonable written notice to the other. Upon written notification of termination of our relationship, we will return or forward the file materials as directed, subject to any charging lien that the Firm may have. Termination of the attorney/client relationship does not eliminate any financial obligation you may have with Bloom Sluggett.

Genoa Charter Township  
Retention Letter

Page 3

You should also be aware that you are free to have this agreement reviewed by your own independent counsel, and we encourage you to do so if you so desire.

Please feel free to contact the undersigned if at any time you have any questions or concerns regarding any invoices or our billing arrangement or any other issues.

If you are in agreement with the above, please have same executed by the appropriate party where noted below and return a signed copy of this correspondence by e-mail.

Thank you again for selecting the undersigned and Bloom Sluggett, PC for the purpose of representing the Township. We look forward to the opportunity to meet your legal and, assist in your policy needs. With any retention however, no guarantees or promises for a specific outcome can or have been provided.

You may execute the agreement electronically. Please return an executed copy for our files.

On Behalf of the Firm,

[Michael J. Watza](#)

Michael J. Watza  
248.921.3888  
[mike@bloomsluggett.com](mailto:mike@bloomsluggett.com)

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

\_\_\_\_\_ Genoa Charter Township's \_\_\_\_\_

Date \_\_\_\_\_



### **Michael J. Watza Biography**

#### **Martindale Hubbell AV Rating/Super Lawyer Designation/Detroit Business Top Lawyer**

Michael J. Watza is Chair of the Governmental Regulatory Practice Group at Bloom Sluggett, a full service Law firm based in both Downtown Grand Rapids and a hybrid Office in the Renaissance Center in Detroit.

Mr. Watza's practice provides strategic and creative litigated, legislative and regulatory solutions on behalf of municipal, nonprofit and private sector clients, concerning Legislation, Complex Litigation, Governance Issues, Telecommunications including Cable and Cell Towers, Pipelines, Energy, Insurance and Gaming. He is a Michigan registered lobbyist.

Michael also serves as General Counsel to PROTEC, a consortium of over 100 Michigan Municipalities. He is also General Counsel to Merit Network, a Michigan University Affiliate engaged in developing the Internet and hi-speed low cost access to it since 1966. He also Chairs the Novi EDC, Michigan Attorney Grievance Commission Grievance Panel #9, and the International Municipal Lawyers Telecommunications Committee.

He was twice appointed by Governor Granholm and Snyder, to the Michigan Gaming Control Board, serving there for 8 years.

Mike has also served as Special Projects Counsel to the Michigan Municipal Risk Management Authority.

Michael has served as an adjunct faculty member at Michigan State University College of Law teaching Communications Law & Policy and Ethics and the Practice of Law and the Michigan State University Institute for Public Utilities.

In 2008, Michael successfully opposed Comcast's effort to move PEG channels to the 900 digital channel range resulting in, among other things, an apology by Comcast to Congress.

In 2013 he lawyered the 1<sup>st</sup> Michigan Municipal Broadband Network in Sebawaing, Mi and continues to assist on many broadband projects today.

He is presently leading PROTEC's effort to improve local public ROW authority by a series of legislative initiatives before the Michigan Legislature.

Michael J. Watza  
Bloom Sluggett P.C.  
Tower 400 Renaissance Center  
Ste. 2600  
Detroit, MI 48243  
O: 313.309.7288  
C: 248.921.3888  
F: 616.965.9350  
[mike@bloomsluggett.com](mailto:mike@bloomsluggett.com)



## CURRICULUM VITAE

### **MICHAEL J. WATZA**

Michael J. Watza  
Bloom Sluggett P.C.  
Tower 400 Renaissance Center  
Ste. 2600  
Detroit, MI 48243  
O: 313.309.7288  
C: 248.921.3888  
F: 616.965.9350  
[mike@bloomsluggett.com](mailto:mike@bloomsluggett.com)

**Admitted: Michigan Bar; US Eastern & Western Dist Cts; US 6<sup>th</sup>, 9<sup>th</sup> and DC Cir Cts of Appeal and US Supreme Court**  
**A-V rated Martindale Hubbell**  
**Super Lawyer since 2007**  
**Detroit Business Top Lawyer – Energy, Government and Product Liability**  
**Crain's Detroit's Annual Book of Lists of Leading & Top Lawyers**

### **EMPLOYMENT**

Bloom Sluggett P.C. - A full service law firm based in both Downtown Grand Rapids and a hybrid Office in the Renaissance Center in Detroit..

Michael J. Watza is Co-Chair of the Commercial Litigation and Governmental Regulatory Group at the Bloom Sluggett Firm. Mr. Watza's 30+ years of litigation, regulatory and public policy experience includes complex **governmental, telecommunications, cable, energy, pipelines, securities fraud, gaming and insurance** issues.

Our team offers clients a comprehensive approach to issues including litigated, legislative and regulatory solutions on behalf of nonprofit and private sector clients.

Michael's principle work of late involves telecommunications and in particular, serving as **Outside General Counsel to PROTEC** <https://www.protec-mi.org/>, a governmental consortium made up of cities, townships, villages and counties across Michigan, **and most recently, General Counsel to Merit Network** <https://www.merit.edu/>, a university affiliate nonprofit network governed by Michigan's public universities which was one of the original partners that led to the creation of the Internet. Founded in 1966 by UM, MSU and WSU, Merit owns and operates America's longest-running regional research and education network. Merit continues to provide high-performance network services across Michigan and beyond.

In 2013, Michael completed the lawyering portion of **Michigan's 1<sup>st</sup> Municipal Fiber to the Premises Broadband Project** in Sebawaing as well as the DDA WIFI system for Traverse City. Since then, Michael has assisted in Marshall and many other similar community BB projects.

**Gaming Practice** - Michael was twice appointed by Governor Granholm and Snyder to the Michigan Gaming Control Board, serving 8 years and brings that experience to all his clients.

In 2013/2014, Michael conducted an intensive internal special counsel role to the Michigan Municipal Risk Management Authority (MMRMA), a large Michigan based municipal insurance pool, reviewing and providing input on coverage documents, litigation management protocol, claim file review, risk management practices, addressing reinsurance issues, pending legislation updates including representing MMRMA on certain legislation negotiations, reviewing data breach/technology coverage and member (insured) communication.

Michael has experience on several boards including the **Michigan Gaming Control Board** (Appointed by Governor Granholm 2008-2012, Governor Snyder 2013-2016); **Chairman of the State Bar Administrative and Regulatory Law Section in 2012, Council member 2006-2015; Chairman of the State Bar Public Corporation Law Section 2014-2015, Council member since 2002; Chairman of the International Municipal Law Association Technology Committee, 2013-present; Chairman of the City of Novi Economic Development Corporation, Chairman of Lawyer Grievance Panel #9 and several MHA Committees at various times.**

Michael has represented clients in State and Federal trial courts throughout the State of Michigan, appeared, argued and filed Amicus Briefs in State and U.S. Courts of Appeal and attended to regulatory matters before the Michigan Public Service Commission, the Michigan Tax Tribunal, the Department of Labor and Economic Growth, Federal Communications Commission and US DOT PHMSA. Mr. Watza has also represented his client's interests in the halls of the Michigan Legislature and Congress through negotiation, drafting and testimony regarding legislation on various issues including telecommunications, cable, energy, pipeline regulation, the formation of inter-governmental authorities and tort reform.

**Michigan Tax Tribunal Clerk for Chief Judge (1984)**

**Adjunct Professor/Lecturer at Michigan State University College of Law**  
2001 Ethics and the Practice of Law;  
2010-2013 Communications Law and Policy

**Faculty at Michigan State University Institute of Public Utilities 2018 & 2019**

**EDUCATION**

**-B.A., Michigan State University, 1978**  
**- J.D., Michigan State University College of Law, (Detroit College of Law) 1986**  
**-Michigan State University Institute of Public Utilities Fundamentals of Regulation, Rate Making and Advanced Regulatory Studies Program 2011**  
**-Pipeline Safety Trust Pipeline Safety Training Houston Tx May 2019**

**CLIENTELE**

Entities for whom Michael serves or recently served as special counsel (Telecom, Cable, Energy, Etc.) include the following:

**Government**

**Protec** (100+ City members - Governmental Telecommunications/Utility Rights-Of-Way Issues) Board Member Cities: **Dearborn, Livonia, Southfield**  
**Alliance for Community Media**  
**City of Boyne**  
**City of Dearborn**  
**City of Detroit Water and Sewer Department**  
**City of Durand**  
**City of East Lansing**  
**City of Eaton Rapids**  
**City of Flat Rock**  
**City of Flint**  
**City of Frankenmuth**  
**City of Grandville**  
**City of Hudsonville**  
**City of Livonia**  
**City of Madison Hts**  
**City of Marquette**

City of Marshall  
City of Midland  
City of Monroe  
City of Montague  
City of New Buffalo  
City of Novi  
City of Pontiac  
City of Portage  
City of Portland  
City of River Rouge  
City of Riverview  
City of Rochester Hills  
City of Royal Oak  
City of Southfield  
City of St. Clair Shores  
City of Three Rivers  
City of Traverse City  
Traverse City Light & Power  
City of Troy  
City of Warren  
AuSable township  
Bloomfield Township  
Conway Township  
Jamestown Township  
Lyndon Township  
Meridian Township  
Milford Township  
Peaine Township – Beaver Island  
Plymouth Township  
Oakland County  
Oshtemo Township  
Redford Township  
Washington Township  
Greater West Bloomfield Cable Commission  
Van Buren Township  
Village of Clinton  
Village of Sebewaing (2013 Michigan's 1st Municipal FTTH BB Project)  
Conference of Eastern Wayne (Members: Cities of Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Woods, Grosse Pointe Park, Harper Woods and the Village of Grosse Pointe Shores)  
Conference of Western Wayne (Members: Bellville, Dearborn, Canton, Dearborn Hts., Garden City, Huron Twp., Inkster, Livonia, Northville, Romulus, Plymouth, Redford Twp., Sumpter Twp., Van Buren Twp., Wayne, Westland)  
Mid-Michigan Area Cable Consortium (MAC 3 TV and the City of Mount Pleasant and surrounding communities including Alma, Union Twp, Armada, St. Louis, Ithaca, Pine River Township, Arcada Township, Shepherd, Clare, Harrison, Evart and Breckenridge)  
Grand Valley Metropolitan Council (Ada Township, Algoma Township, Allendale Township, Alpine Township, Belding, Byron Township, Caledonia Township, Cannon Township, Cascade Township, Cedar Springs, Coopersville, Courtland Township, East Grand Rapids, Gaines Township, Georgetown Township, Grand Rapids, Grand Rapids Township, Grandville, Greenville, Hastings, Hudsonville, Ionia, Jamestown Township, Kent County, Kentwood, Lowell, Lowell Township, Middleville, Nelson Township, Ottawa

County, Plainfield Township, Rockford, Sand Lake, Village of Sparta, Tallmadge Township, Walker, Wayland and Wyoming)

**Genesee County Road Commission**

**Grand Traverse County**

**Great Lakes Water Authority**

**County Road Association of Michigan**

**Huron Clinton Metroparks Authority**

**Merit Network**

**Michigan Municipal League**

**Michigan Municipal Risk Management Authority**

**Michigan Townships Association**

**Milk River Drain Authority**

**MiNATO and members**

**Orion Cable Commission**

**Oxford Area Cable Commission and Member Communities**

**ROW Consultants - Oregon**

**Washtenaw County – BB Project**

**Wayne County**

**Wayne County Commission**

**Wisconsin Public Power Inc. (WPPI)**

**WKTV**

**WODA/COOPER Inc.**

**Private**

**Ashpaugh & Sculco**

**Beaumont Hospital**

**Detroit Medical Center**

**FEV N America**

**Enterprise Rent-a-Car**

**Henry Ford Health System**

**The KPM Group**

**The Mobile Technology Association of Michigan**

**Novi-Motive (Goodyear)**

**Utica Mutual Insurance Company of New York**

**Trinity Health**

**PROFESSIONAL MEMBERSHIPS & AWARDS**

**Michigan Bar Association-1986-present**

**Michigan Registered Lobbyist-1999-2000; 2019- Present**

**U.S. District Court Eastern and Western Districts of Michigan-  
1986**

**U.S. 6th Circuit Court of Appeals-1986**

**US 9<sup>th</sup> Circuit Court of Appeals 2019**

**US DC Circuit Court of Appeals 2020**

**US Supreme Court 2021**

**American Bar Association - 1986-1997**

- vice chair of consumer products liability committee
- co-editor of admiralty newsletter

**Commercial Mediator** - Wayne County Mediation Tribunal-1995-present

**Panelist for the Michigan Attorney Grievance Commission**-1996-present  
**Chairman of Detroit Panel #9** – 2007-present

**Wolverine Bar Association**-1997-present

**Michigan Association of Municipal Attorneys**-2000-present

**Public Corporation Law Section of the Michigan State Bar Association**- 2004-present; **Chair (2014-15)**

**Administrative and Regulatory Law Section of the Michigan State Bar Association, Council member**- 2007-present; **Chair (2010)**

**International Municipal Lawyers Association Chair - Technology Committee**  
**2012 to present**

**Super Lawyer** 2007 to present

**Who's Who** 2008

**Martindale Hubbell A-V Rated**

**A.M. Best's Insurance Counsel Directory**

**Detroit Business Magazine Top Lawyers Energy, Government & Products liability** 2010/2012

**Crain's Detroit's Annual Book of Lists of Leading Lawyers**

## **BOARDS AND COMMISSIONS**

**Michigan State University National Alumni Association Board of Directors** 1996-2000

**Michigan State University College of Law Alumni Association Board of Directors**  
1996-2000

**City of Novi Planning Commissioner** - 1997-2000

**Northville Parks and Rec Soccer Coach** 1990-2002, 2017

**Covenant House Central School Board** - Detroit 2006-2012

**City of Novi Economic Development Corporation Board Chairman**  
2007-present

**Michigan Gaming Control Board – Governors Granholm and Snyder Appointed Member**  
2008-2016

**National Association of Telecommunications Officers and Advisors** 2004  
to present - **Board** 2010-2012

**Michigan Health and Hospital Association** Public Policy and Technology, Small and Rural Hospitals and Public Policy Committees 2007-present

**AUTHORSHIP/SEMINARS**

**Kitch Drutchas Wagner DeNardis & Valitutti Civil Rights and Governmental Law Bulletin 1996**

Author: **ICLE – Advising the Closely Held Business – The Practical Aspects 2000**  
Updated periodically

**Insurance Law Issues As Relating to Government-Lorman presentation 2000**

**Governmental Law Update-PRIMA 1999**

**Governmental Law Update-Telecommunications-PRIMA-2001**

**Telecommunications Law Update-PROTEC Annual Meeting 2002**

**New Property Tax Foreclosure and Telecommunications Acts Update** Michigan Bar Association. Municipal law section Winter 2003 Speaker

**Seminar on Cable Litigation** Michigan NATOA Winter 2004 meeting

**Telecommunications and Cable Litigation** Michigan Bar Association Municipal Law Section Winter 2004 speaker regarding

**Telecommunications Law Seminar** Panelist at Michigan Municipal League Legislative Conference (March 2005 and 2006)

**Telecommunications Law** Speaker at Michigan Association of Municipal Attorneys and Michigan State Bar Association Public Corporation Law Section (Summer 2005 and 2006)

**Telecommunications Law** Speaker at MiNATOA meetings in Spring and Fall 2005/2006

**Telecommunications Law** Speaker at SEMCOG (March and April 2006)

**Telecommunications Law** Speaker at Michigan Government Financial Officers Association (MGFOA) (March 2006)

**Telecommunications and Cable Law** Speaker at Conference of Western Wayne (April 2006)

**Pipeline Safety – Michigan Legislative Issues** Speaker at New Orleans Pipeline Safety Trust Seminar New Orleans November 2006

**Michigan Senate Committee Testimony re Cable Act** November/December 2006

**Telecommunications and Cable Law** Speaker at Oakland County Bar Association Spring 2007

**Telecommunications and Cable Law** Speaker at /MML/MTA/MAMA Seminars in February-April 2007 re 2006 PA 480

Author: **Uniform Video Services Local Franchise Act: A Summary** February 2007

Author: **A Brief Cable Law Primer: The Past Present and...Future?** PCLS Newsletter  
Summer 2007

**How to Protect Your State from State-Wide Franchise Laws -  
Lessons Learned** Speaker NATOA Fall 2007 Portland Oregon

**Update on PEG Issues** Conference of Western Wayne February 2008

**PEG Channel Delivery; The View from Federal Court, Congress and  
Lansing** South Oakland County Mayor's Association: March 2008

**Municipal Broadband Update** SEMCOG/Livingston County Wireless: March  
2008

**Protecting PEG** Alliance for Community Media Washington D.C. June 2008

**Gaming Law in Michigan** International Municipal Lawyer's Association Las  
Vegas Nevada October 2008:

**Telecommunications and Cable Law Update** Oakland County Bar Association  
Municipal Law Committee: January/March 2009

**Telecommunications Policy Issues Roundtable** Michigan State University Institute of  
Public Utilities: January 2009

**Legislative Law School: Administrative Law** Michigan State Bar Association February  
2009

**Testimony before Michigan Senate Committee re PA 480 Dispute Resolution Process  
SB 190** February 2009

**Electric Transmission Line Infrastructure Build-Out and its Impact on Local  
Governance** – Presented in Washington D.C. at April 2009 Spring Seminar – International  
Municipal Lawyer's Association

**Practical Law Show – Cable Law Update Interview** – Bloomfield Cablevision – May  
2009

**State Legislation, Competitive Entry and Access: What's Happened, and What  
Needs to Change?** Presented July 2009 at Alliance for Community Media National  
Conference in Portland, Oregon

**Litigated, Legislative and Regulatory State of the Industry Update on PEG** Presented  
October 2, 2009 at NATOA National Conference in New Orleans

**Legal Update –Cable Law-** Alliance for Community Media – Cleveland OH October,  
2009

**Kudos to the IPU and MPSC (for pro-local community control regarding wind  
energy related setbacks)** – Presentation at Michigan State University Institute for  
Public Utilities Winter 2010 Forecasting Conference – January 29, 2010

(Administrative Law Section Chairman's Article of same title published in Section Winter Newsletter)

**The Anatomy of a Lawsuit: Dearborn v Comcast**  
**University of St Francis Ft Wayne IN Guest Lecturer** April, 2010

**Citizen's Research Council:** Assist with drafting Constitutional Issues re Local Government Rights of Way Section of Council's 2010 Constitutional Convention White Paper

**Michigan State University Institute for Public Utilities (IPU) Local Government Economics and Regulation**  
January 2011

**NATOA Webinar Moderator: FCC White Spaces Order**  
January 2011

**Public Corporation Law Section Winter Seminar Moderator**  
February 2011

**MiNATOA/ACM Joint Meeting: Law and Policy Update**  
March 2011

**Testimony before Michigan Senate Committee re PA 480 Issues and Problems** June 2011

**Social Media Policies – State Bar Public Corporation Law Section/Michigan Association of Municipal Attorneys** June 2011

**Ask the Expert Panel – Alliance for Community Media Annual Meeting – Tucson, AZ** July 2011

**State Bar of Michigan & MSU College of Law Professionalism in Action: Group Discussion Leader** August 2011

**Michigan Municipal League Webinar: The Michigan Cable Act: Are Your Franchise Fees at Risk?** January 2012

**Michigan Association of Broadcasters/MiNATOA & Alliance for Community Media Winter Meeting: Legal and Policy Update** March 2012

**Oakland Co Bar Assn: Social Media Law and Update on Cell Tower Issues and Legislation** April 2012

**NATOA National Webinar Moderator: "Closed Captioning and the Video Accessibility Act"** May 2012

**Michigan Economic Development Association Annual Meeting Presentation: Implications of Broadband on Economic Development** Mackinaw August 2012

**Mobile Technology Association of Michigan Mobile Mondays Presentation: A Brief Survey Of Legal/Regulatory Issues Affecting Mobile Communications** August 2012

**AGL (Above Ground Level) Magazine: Regional Conference: Keys to Meeting Cell Site Zoning Requirements** September 2012

**Michigan Medical Group Management Association: Health Care Legislative Update**  
Grand Traverse September 2012

**Law Seminars International: TeleBriefing re T-Mobile v. Bloomfield Twp 6<sup>th</sup> Circ Ct of Appeals Opinion** September 2012

**NATOA Annual Meeting: State Cable Franchising and Telecommunications Legislation** New Orleans September 2012

**Michigan Municipal League Annual Meeting: New State and Federal Cell Tower Laws: Gaining the Revenues Without Regulation Risks** October 2012

**Michigan Municipal League Q&A Bulletin Re: Cell Towers and Cable Update** Fall 2012

**SRT Solutions Doing Privacy Right: A Privacy Law Primer** November 2012

**Michigan Townships Association: Cell Tower Law Update** January 2013

**Conference of Western Wayne: Cell Tower and Cable Law Update** February 2013

**Municipal Broadband as THE Economic Development Tool: Michigan Municipal League Annual Meeting** Detroit, MI September 2013

**Municipal Broadband Primer:** International Municipal Lawyer's Association Annual Meeting San Francisco, CA September 2013

**Pipelines: Critical Infrastructure Primer for Communities in Need of Education:** International Municipal Lawyer's Association Annual Meeting San Francisco, CA October 2013

**Review of Cleveland Indians v New Hampshire Ins Co US 6<sup>th</sup> Cir CA Opinion Re: Impact on Michigan Insurance Agents and Brokers:** Clairmont-Advisors Periodical, January 2014 Issue

**Municipal Bankruptcy Primer for Municipalities, Creditors and Insurers:**  
**MMRMA Publication February 2014** Co-Authored with Michael Ellis, MMRMA Claims Director

**Risk Transfer Legal Update (New Miss Dig Statute Implications and Child Waiver Amendments): MMRMA Winter Meeting:** February 2014

**Metro Act Primer: Michigan Municipal League and Meridian Twp Training Webinar:** June 2014

**Comcast/Time Warner/Charter/Spinco Deal Review: Michigan Municipal League Webinar:** June 2014

**WDET Interview re The Internet and E-Rate/Connect Ed Debate:** July 2014

**Pipeline Safety Trust Local Government Guide to Pipelines** Contributing Editor:  
September 2014

**DAS Antenna Regulation & Municipal Broadband** – IMLA Telecommunications &  
Franchise Section Workshop: Baltimore Md. September 2014

**Municipal Broadband for Municipal Energy Providers** – Michigan Municipal Energy  
Association Annual Meeting - October 2014- Bay City, MI

**Wireless Siting Law Summary (FCC October Wireless Acceleration Order Review)**  
Booklet and Presentation – PROTEC October, 2014

**The Internet and Municipal Broadband Network Systems**

- **Michigan Bar Journal** Fall 2015
- **Michigan Defense Trial Counsel** Summer 2015
- **Presented at IMLA Annual Meeting** October 2015

**The Future of Cable Franchising – The Day the Music Died – Almost**  
**NATOA 2015 (September) Annual Meeting San Diego, CA**

**PROTEC Local Community Comments Re: Notice of Proposed Rulemaking –**  
**Pipeline Safety of Hazardous Liquid Pipelines, Docket No. PHMSA-2010-0229**  
January 8, 2016

**Municipal Telecommunications Update 2016: Municipal Broadband (FTTH),**  
**DAS/Small Cell Siting Issues, Cable Law and the Unfunded MPSC and HB 5016 –**  
**Telecom Relocation Bill**

- **Michigan Townships Association Annual Meeting** January 20, 2016
- **Oakland County Bar Association** January 27, 2016
- **State Bar Of Michigan Pub Law Section** February 12, 2016
- **1<sup>st</sup> Net Update** – IMLA National Webinar-Moderator, August 2016

**International Municipal Lawyers Association's (IMLA) Annual Conference in San**  
**Diego, California. Moderator of the Panel on Telecommunications Updates**  
**including Cable, DAS/Small Cells and Municipal Broadband - Principal speaker at**  
**the IMLA Telecommunications Section Session reviewing National DAS and Small**  
**Cell Trends as Chair of the Section. October 1, 2016**

**National Association of Telecommunications Officers and Advisors' (NATOA)**  
**Annual Conference in Austin, Texas. Moderator of the Telecommunications**  
**Infrastructure: Competing for Access Panel. September 22, 2016**

**Michigan Municipal League Seminars: Presented on DAS and Small Cell**  
**Developments in Michigan and Nationally on October 26 and November 3, 2016 in**  
**Sterling Hts and Grand Rapids respectively.**

**DAS and Small Cell Updates:** Michigan Association of Township Supervisors,  
Ypsilanti, February 2017

**DAS and Small Cell Updates:** State Bar of Michigan Public Law Section Winter  
Seminar: Dearborn, February 2017

**Financing Environment for Infrastructure Investment: Forum on Economic**  
**Regulatory Policy:** Michigan State University Institute for Public Utilities (IPU)

Program for policymakers and stakeholders focusing on Michigan regulatory issues within the changing national context  
February 2017 Kellogg Center East Lansing, MI

**FirstNet Update Webinar:** IMLA March 2017

**Wireless Antennas and Poles in Our Rights of Way:**  
**DAS and Small Cell Updates:** MML Capitol Conference March Lansing MI

**Policy and Legal Matters: PA 222 Rewrite Re Governmental Immunity and DAS/Small Cell Litigation Risks:** Michigan Public Risk Management Association (MiPRIMA) Michigan State University March 2017

**Right of Way Utility Regulation and Current Issues with DAS** Michigan Townships Assn Spring Legal Institute for Township Attorneys  
Lansing MI, April 2017

**Telecommunications Policy in the New Administration:**  
**How it may (?) affect you** IMLA Spring Policy Conference Washington DC April 2017

**Franchise Fee Audits:** Illinois NATOA Seminar August 16, 2017

**75 Telecommunications Answers in 75 Minutes - Moderator:** NATOA Annual Meeting Seattle Wa September 13, 2017

**Cell Tower/DAS/Small Cell Update:** Rowe Engineering Regional Training Webinar Michigan September 14, 2017

**General Session Host and Moderator of the Telecommunications Committee:** International Municipal Lawyers Association (IMLA) Annual Meeting Niagara Ontario October 17, 2017. Panel discussion included a broad range of telecommunications topics including FirstNet, DAS/Small Cells in City Rights of Way, Cable law and related issues.

**Developments in Expanding Broadband Access & Municipal BB:** Michigan State University Institute for Public Utilities 15<sup>th</sup> Annual Michigan Forum on Economic Regulatory Policy: February 2018

**Michigan Senate Energy and Technology Committee Testimony and written submissions Re: SB 637**  
March 2018

**Cell Towers Everywhere (and Building Access Rules)**  
**What You Need to Know: BOMA Mega Education Day**  
March 2018

**Understanding the Metro Act:** Presented to the Michigan Governor's Michigan Consortium of Advanced Networks: Presentation and Q&A April 19, 2018

**State of the States: DAS & Small Cell Legislative Developments across the US and a case Study in Michigan:** NATOA National WEBINAR: April 23, 2018

**Telecommunications Update: Right of Way Utility Regulation and Current Issues with DAS** Grand Traverse Lodge

April 24, 2018

**Municipal Broadband: Michigan State University Institute of Public Utilities  
Fundamentals of Regulation, Rate Making and Advanced Regulatory Studies  
Program August, 2018**

**Future Planning & Challenges of ROW Management  
NATOA Annual Meeting Philadelphia PA August, 2018**

**We Have a \$100 million Dollar Per Year Preemption Problem: The FCC ROW  
and Cable in Kind and Mixed Use NPRM September, 2018**

**Moderator and Committee Chair for the following Presentations: FCC Cable in  
Kind and Mixed Use NPRM, Arizona Cable Reform Legislation and the Science of  
Electromagnetic Radiation Health Issues  
IMLA Annual Meeting Houston, Tx October, 2018**

**Wireless Technologies Forum: Benefits and Risks: 5G Deployment and Local  
Control Panelist @ Michigan Capitol, Lansing, Mi. December 4, 2018**

**State and Federal Small Cells & Cable Franchise Laws, Rules and Proposed Rules  
Updates:**

- **State Bar of Michigan Government Law Section Winter Seminar Dearborn MI  
February 9, 2019**
- **MiNATOA & Alliance for Community Media-Michigan Assn of  
Broadcasters Great Lakes Media Show Lansing MI March 5, 2019**
- **MiPRIMA Spring Educational conference – Policy and Legal Matters  
Schoolcraft College March 23, 2019**
- **MAMA Newsletter Article Winter 2019**
- **OCBA Municipal Committee Luncheon Series April 2019**
- **Michigan Municipal Treasurer's Association Summer Seminar May 2019**
- **PROTEC Educational Sessions February and May 2019**

**Telecom Update Panel Moderator 2019 IMLA Spring Conference Washington  
D.C. March 30, 2019**

**Municipal Broadband & Municipal Franchising Re Cable and Cellular  
Lecturer at Michigan State University Institute for Public Utilities  
MSU Campus E. Lansing MI. August 2019**

**Municipal ROW Franchising for Engineers  
Anderson Eckstein & Westrick Inc.  
Civil Engineers Surveyors and Architects  
Shelby Twp, Mi. August 2019**

**Communications Industry Strips Local Communities of Authority, Revenue and  
Adds to our Costs - Conference of Eastern Wayne September 2019**

**Communications Industry Strips Local Communities of Authority, Revenue and  
Adds to our Costs - Conference of Eastern Wayne Mayors and Managers Meeting  
September 2019**

**Telecommunications Q&A Panel: Telecommunications Committee Chair's Session  
IMLA Atlanta Ga. and NATOA Annual Conference Tampa Fla. September 2019**

**SCAN NATOA Small Cell Law and policy Update - Long Beach, Ca. February 13, 2020**

**Municipal Broadband Wonk Luncheon Presentation at IMLA Virtual Spring Conference Wash. D.C. April 2020**

**Telecom Update Presentation at IMLA Virtual Spring Conference Wash. D.C. April 2020**

**The Impact of COVID-19 On Municipal Cyber Security  
Michigan Townships Association Spring Webinar to be available at:  
<https://www.michigantownships.org/coronavirus.asp> May 2020**

**Local Community Broadband: A Good Answer to Internet Connectivity  
MERIT Moonshot Webinar Series with Jim Baller May 28, 2020**

**“Expert” on the Cell Tower Siting Session at the Virtual 40<sup>th</sup> Annual National Association of Telecommunications Officers (NATOA) Conference on September 3, 2020.**

**Municipal Broadband Networks in the Time of COVID at the International Municipal Lawyer’s Association (IMLA) Virtual 85<sup>th</sup> Annual Meeting on September 30, 2020**

**Your Rooftops Are Cell Tower Gold Mines BOMA Webinar Series November 12, 2020**

**The Courts, the Hill and the FCC: 2020 Review and Setting the Stage for 2021  
NATOA December 14, 2020**

**New Federal Cell Tower Rules for Municipalities Webinar  
Electric Utility Consultants, Inc. (EUCI) January 26, 2021**

**Turning Your Rooftops into Gold Mines Webinar  
Celesq/WestLaw/Thompson Reuters March 5, 2021**

**How the Rollout of 5G Could Affect Insurance Claims by Legal Talk Network  
AM Best Podcast #182 <http://claimsresource.ambest.com/search/DirectoryCenter.aspx>  
[Stream How the Rollout of 5G Could Affect Insurance Claims by Legal Talk Network | Listen online for free on SoundCloud](#)**

**Community Broad Band Networks: The Answer to a Century of Monopoly  
Networks Celesq/WestLaw/Thompson Reuters August 4, 2021**

**Telecommunications RoundTable: Ask the Experts NATOA Online Annual Meeting September 23, 2022**

**IMLA Telecommunications Section Presentation: Your Rooftops are Gold Mines  
Thanks to the Wireless Cell Tower Industry September 2023**

**NATOA Telecommunications RoundTable: Ask the Experts NATOA Annual Meeting in Long Beach, Ca. October, 2023**

## **LITIGATION**

### **Major Litigation:**

**Generally:** Securities Fraud, Governmental Oversight, Construction, CSO Projects, Utility Rate Cases, Telecommunications and Cable challenges in Federal Court, at the MPSC and FCC, Electric Transmission Line Siting, Products Liability, Mass Tort, Government Liability, Civil Rights, Police Liability, Admiralty

### **Specifically:**

#### **2010-2021**

- \*US 9<sup>th</sup> Cir Appeal of FCC Sec 6409 Orders 2021
- \*US 6<sup>th</sup> Cir Appeal of FCC Sec 621 Cable Franchise Fee & In Kind Order 2019-2021
- \*Comments filed in FCC Cable Franchise Fee & In-Kind Order of August 2018
- \*US 9<sup>th</sup> Cir Appeal of FCC Moratoria and Small Cell Orders of August and September 2018; FCC orders overruled on aesthetics issues; Application for Cert to US Supreme Court 2021
- \*Comments Filed in FCC Wireless and Wireline BB Proceedings 2107
- \*Comments filed in FCC Open Internet Proceeding 2017
- \*Telecom expert support in ACD.net v. Genesee Co Rd Comm – State and Fed Ct
- \*MPSC Wireless Rt of Way Matters for Cities of St Clair Shores and Monroe
- \*FCC Streamlining Deployment of Small Cell Infrastructure/Mobilitie Petition WT 16-421 Comments of Smart Communities siting Coalition 2016/2017
- \*City of Detroit v Comcast: Amicus for MML and Others
- \*Salem Twp Residents v ITC Condemnation
- \*Oshtemo Twp and Residents v ITC Re Transmission Line Siting
- \*Cities of Dearborn and Warren, and Meridian and Bloomfield Township v Comcast Re: TRO preventing digitalization of PEG channels – Lobby congress and FCC for Reform
- \*Hartland Twp Residents v International Transmission Co.  
Re: Transmission line siting
- \*Traverse City and Mt Pleasant v Charter Communications  
Re: Charter move PEG to FM interference channels 95-97
- \*Detroit Thermal Rate Case and WCCC Injunction: 1<sup>st</sup> in 100 years in Michigan
- \*Wells Fargo v Helicon v Crescent Charter School  
Re: Charter School Securities Fraud
- \*Edison 2010 Rate Case on behalf of DMC, HFHS, Beaumont and Trinity

**\*1986-2010:** Numerous Products, Civil Rights, Excessive Force, Professional Liability

### **Amicus Briefs:**

\*Before Michigan and Federal Appellate Courts regarding cable, governmental and insurance matters

## **LEGISLATIVE CONSULTING**

- 1986 Tort reform act
- Amendment to the Michigan Automobile Owner Liability Statute (1995)
- Firearms Legislation barring Wayne Co/Detroit from suing firearms mfr's (1999)
- Telecommunications legislation regarding municipal rights of way Metro Act (2000) (2004-2005 amendments)
- Governmental Authority formation and dissolution
- Police Chase legislation
- Audiologist legislation
- Michigan Telecommunications Act rewrite (2005)

- Michigan Pipeline Regulation (2004-2005)
- Michigan Franchise Legislation (2006)
- Congressional Franchise Legislation (2006-2008)
- Electric Transmission Line Certification Act Amendments (2007-2008)
- PEG channel state and federal legislation (2008)
- Michigan Cable Law Dispute Resolution Process (2008-2009)
- Federal CAP Act HR- \_\_\_\_\_ (PEG) (2009/2011)
- Michigan CAP Act (2011)
- H-\_\_\_\_\_PEG channels as site for legal/public notices (2010/2011)
- Amendments to PA 480 re PEG Fees (2011)
- 2012 PA 143 Re Cell Tower Collocation
- 2013-2017 PA 222 Revisions of Sewer Liability
- 2013 SB 539/540 re Miss Dig and Underground Immunity
- 2015 HB 5016 Utility Relocation Costs
- 2015-2016 SB 399 Wireless Access to County Rts of Way
- 2016 – SB 995-998 Autonomous Vehicle Legislation
- 2017/2018 SB 637/894 Small Cell and Associated Telecom Legislation
- 2019/20 SB 4288 Opposition re Tax Dollars for BB – Excluding Munis
- 2021/2022 Opposition to BB Facilities Exemption from Prop Tax and Video Franchise Limitations Bill
- 2023-2024 Opposition to Streaming Industry effort to exempt streaming video from 2006 PA 480
- 2023-2025 PROTEC Legislative Agenda - Taking Back our ROW

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MICHAEL B. KERN (10)  
PAUL SHAILOR  
KAITLYN ELIAS  
REBECCA WAISANEN  
ANDREW MILLER  
SARAH THOMAS  
GINA PUZZUOLI  
ERIC JOHNSON

## SENIOR ASSOCIATES

AROJ ANJUM  
NICHOLAS GALEA  
BRITTANY E. LAWLER  
FRANCISCO LOZANO

ANDREW MCKEACHIE  
NICOLE ROBERTSON  
JUSTIN ROSTKER  
ALEXANDRA SHENOO  
PAUL WILK

## ASSOCIATES

LAURA ATANASOVSKI  
XAVIER BURNS  
ETHAN CAREY  
REBECCA DEMBINSKI  
CHRISTIAN GRAZIANI  
ALEC JOBES  
BRENDEN MCKEE  
MEGAN MOCKERIDGE  
CONNOR MORGAN  
SAMANTHA NORRIS  
HANNAH ROBERTS  
MICHAEL ROOT  
STEPHANIE SITTO  
LAURA SKENDARAS  
SID SPANO  
COURTNEY WOOD

(1) ALSO ADMITTED IN OHIO  
(2) ONLY ADMITTED IN ILLINOIS  
(3) ALSO ADMITTED IN WASHINGTON, D.C.  
(4) ALSO ADMITTED IN NEW YORK  
(5) ALSO ADMITTED IN FLORIDA  
(6) ALSO ADMITTED IN IOWA  
(7) ALSO ADMITTED IN ILLINOIS  
(8) ONLY ADMITTED IN OHIO  
(9) ALSO LICENSED AS A FOREIGN LEGAL  
CONSULTANT IN CANADA  
(10) ALSO ADMITTED IN MASSACHUSETTS  
(11) ALSO ADMITTED IN VIRGINIA

February 22, 2024

## Email Only

Kelly VanMarter  
Township Manager  
Genoa Township  
2911 Dorr Road,  
Brighton, Michigan  
48116  
D: (810) 588-6900  
O: (810) 227-5225  
Fax: (810) 227-3420  
[kelly@genoa.org](mailto:kelly@genoa.org)

Re: Retention of the Kitch Firm Regarding Cable/Video, Metro Act and General  
Telecommunications Advice for Genoa Township

Dear Ms. VanMarter,

Thank you for reaching out to the undersigned to discuss the WOW Uniform Service Franchise Agreement Request. We are particularly honored to be referred by Neil Lehto, the Township's retired Telecom/Cable Counsel.

The undersigned has a considerable amount of experience as a telecommunications attorney and lobbyist for municipalities and, that includes battling at the State and Federal levels through the US Supreme Court. I look forward to working with you on this and any related regulatory matters that arise, including all utilities that touch Township ROW, whether telecom, cable, electric or pipelines.

**Fees and Costs:** All work is based on an hourly rate. Our rates under this agreement are as follows, subject to a 10% discount for PROTEC members <https://www.protec-mi.org/> :

\$125.00 per hour	Paralegals and Law Clerks
150.00 per hour	Law Graduates
175.00 per hour	Associates (1st Year)
200.00 per hour	Associates (2-3 Years)
225.00 per hour	Senior Associates
300.00 per hour	Associate Principals
350.00 per hour	Principal
375.00 per hour	Senior Principals

Generally, it is the practice of the Firm to employ the services of personnel who bill at the lowest hourly rate possible on a matter, while maintaining the highest level of professionalism. We retain the discretion to determine the appropriate assignment of tasks among our team members.

In this respect, we expect that the undersigned, as a Senior Principal, will serve as lead counsel in all matters. Associate Principal Kaitlyn Elias is likely to be the next most utilized as my go to on various aspects of this work. Other junior personnel, if involved, will be billed as noted above. Costs are broken out separately in our invoices. These include some in-house costs (e.g., photocopying and postage) and anything out of pocket, such as travel and expert fees. We do not charge any itemized costs for telecommunications technology such as Zoom meetings, phone or for research use of Lexis or Westlaw.

Our billing department will submit copies of the Firm's statement for services to you every month. We will submit an itemized statement of all services performed, noting time to 1/10<sup>th</sup> of an hour. You agree to make payments within 30 days of receiving our statement. We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues, we reserve the right to impose a charge of 1.5% of the amount more than thirty (30) days past due, for each month any such balance remains unpaid. Also, if the delinquency continues and you do not arrange satisfactory payments terms, you agree that we may withdraw from the representation and pursue collection of your

account. You agree to pay the costs we incur in collecting the debt, including court costs, filing fees and a reasonable attorneys' fee, including the reasonable value of Firm lawyers acting for the Firm.

**Experts:** Our fees are in addition to any fee or retainer requirements of any wireless network engineering expert professionals that may be required throughout the course of our representation of you. There are strategic and tactical issues involved in hiring an expert in any field and any expert will only be retained after consulting with you. Generally, we recommend that retention and payment of such experts be through our office in order to preserve any applicable attorney-client and/or work product privileges, which will help to protect the disclosure of confidential information exchanged with the expert.

The City and the Firm can each prospectively end the attorney-client relationship without cause, upon reasonable written notice to the other. Upon written notification of termination of our relationship, we will retain, return or forward your file materials as directed, subject to any charging lien that the Firm may have. Termination of the attorney/client relationship does not eliminate any financial obligation you may have with Kitch Drutchas Wagner Valitutti & Sherbrook.

You should also be aware that you are free to have this agreement reviewed by your own independent counsel, and we encourage you to do so if you so desire.

Please feel free to contact the undersigned if at any time you have any questions or concerns regarding any invoices or our billing arrangement or any other issues.

If you are in agreement with the above, please execute where noted below and return a signed copy of this correspondence by e-mail.

Thank you again for selecting the undersigned and the Kitch Firm for the purpose of representing the Genoa Township. We look forward to the opportunity to meet your legal and, assist in your policy needs. With any retention however, no guarantees or promises for a specific outcome can or have been provided.

You may execute the agreement electronically. Please return an executed copy for our files.

GENOA TOWNSHIP  
Retention Letter  
Email Only  
Page 4

On Behalf of the Firm,

Michael J. Watza  
(313) 965-7983  
mike.watza@kitch.com

By: Bill Rogers  
Bill Rogers, Township Supervisor

Date FEB. 23, 2024



## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** June 11, 2025  
**RE:** HAPRA – Field Lease

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

Since construction of the athletic fields at the Township Park, we have partnered with community recreation authorities for field programming and routine maintenance. Since 2011, we've enjoyed an excellent relationship with programming partner, Howell Area Parks and Recreation (HAPRA). Programming of our fields includes HAPRA sponsored events and use by local private and charter schools, community groups and special events.

As popularity of the Township Park has increased, so has the opportunity for conflicts with field use. To address and reduce the potential for conflicts, Township staff has been working with HAPRA on the renewal of the existing field lease since late last year. In the following pages, please find a proposed amended field lease renewal to help ensure that the Township Office, Township Park and field rentals co-exist harmoniously. The notable changes relate to Township approval of events, regulations involving large events and provisions related to parking and property maintenance. There are also changes to reflect current practice and some requested by the Township Attorney. I've included a clean version of the proposed Lease Agreement and a red-line mark up to show what the revisions are. I've also included the formerly approved lease agreement for your information. If approved by the Township, the agreement will go to the HAPRA board for their approval before it takes effect.

I look forward to discussing this with you on Monday. I've provided below a sample motion for your consideration:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_** to approve the Athletic Field Lease with Howell Area Parks and Recreation Authority for 5 years ending December 31, 2029.

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

Sincerely,



Township Manager

### SUPERVISOR

Kevin Spicher

### CLERK

Janene Deaton

### TREASURER

Robin L. Hunt

### TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

### MANAGER

Kelly VanMarter

**Athletic Fields Lease  
Between Genoa Charter Township and  
Howell Area Parks & Recreation Authority**

This lease is effective on January 1, 2025, between Genoa Charter Township (Landlord), whose address is 2911 Dorr Rd., Brighton, MI 48116, and the Howell Area Parks & Recreation Authority (Tenant), whose address is 1661 N. Latson Road, Howell, MI 48843 upon the following terms and conditions:

Premises. Landlord hereby leases to Tenant, real property containing approximately 5 acres of land located in Genoa Township, Livingston County, behind Genoa Township Hall, described in Exhibit A attached hereto and made a part hereof (the "Premises").

Use. Tenant shall use and occupy the premises as athletic fields (soccer, football, lacrosse, or any other lawn sport) and for no other purpose without the prior written consent of Landlord. Tenant shall be solely responsible for the booking and scheduling of games, practices, and events on the Premises in accordance with the parameters set by Landlord. When the Tenant is not using the fields for play by teams associated with the Tenant, the fields may be rented by other organizations not associated with Tenant at reasonable rates, with rent being paid to Tenant. Tenant shall ensure that games are properly supervised. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by Genoa Charter Township and any other governmental body.

Scheduling. Tenant shall obtain approval from Landlord prior to scheduling all events and rentals to identify conflicts with Landlord hours of operation, meeting schedule and/or special events. Tenant shall own and maintain a shared facility use calendar

Common Areas. Landlord shall also make available areas to the Tenant and facilities of common benefit to the Tenant and occupants including field use parking areas, driveways, sidewalks and ramps, service areas and landscaped area ("common areas"). All common areas shall be under the exclusive control and management of Landlord.

Term. The term of this lease shall be for five (5) years commencing on January 1, 2025, the "commencement date" and shall expire on December 31, 2029

Rent. Tenant shall pay to landlord as annual rent the sum of one (\$1) dollar.

Landlord's Operating Expenses. The Landlord agrees that it will pay for (a) the cost of cleaning and maintenance of permanent restroom facilities (b) the maintenance and repair of the sprinkling system, (c) the existing lighting of the common areas (d) the electricity for operating of the scoreboards (if constructed). (e) grass seeding or turf replacement if sports fields damaged by public use or use of non-Howell Parks and Recreation affiliated event or activity.

Tenant's Expenses. Tenant shall pay for the following:

- a. Striping of the property for athletic events.
- b. Providing signage for Tenant and for sponsors if the signs are approved by the Landlord.
- c. Maintenance of the athletic fields including mowing, fertilizing, and aerating
- d. Grass seeding or turf replacement if damaged by rental group or Howell Parks and Recreation Authority Event.

- e. Parking control and trash collection as provided herein.

Improvements. Any improvements to the Premises shall be constructed in accordance with all federal and state laws and applicable building codes.

Notification of Adjacent Property Owners. Each year, Tenant shall provide the name, address and emergency contact telephone number of a person who may be contacted on behalf of the Tenant by the adjacent property owners with respect to activities. A copy of this notice shall also be sent to the Landlord. The contact person must be on-call during all scheduled events and shall be authorized to take action and make decisions on behalf of the Tenant.

Notification to Participants. Tenant shall provide all users including but not limited to league players, visiting teams, leagues and all rental users a notice containing the following information:

- a. Parking is allowed only within designated field use parking areas within the township complex. This notice must include a graphic indicating approved parking areas.
- b. Athletic facility users must stay within the boundaries of the facility and that trespassing onto the adjacent property shall not be allowed under any circumstances.
- c. Participants must remove all debris from the athletic fields and the surrounding area immediately after the completion of all games.
- d. No alcohol or tobacco usage allowed.
- e. All pets must be leashed.
- f. This notice must also include a per-violation penalty payable to the Landlord of \$500 for the first violation which doubles for all subsequent violations if the Tenant or renter is not in compliance. After three (3) events in which Tenant is found to conflict with the office operations of the Landlord, use of the fields may be revoked.

Waste Collection. Landlord shall provide a sufficient number of waste collection containers to prevent littering on the Premises and shall arrange for trash collection on a regular basis.

Parking Control. During any Tenant events or tournaments conducted on the Premises, Tenant shall provide adequate parking controls to ensure that participants park only in the areas designated for field use parking and do not park in Landlord employee parking, customer parking or on adjacent property or roadways.

Large Events. Large events with 500 or more attendees (participants and spectators) at any given time shall be prohibited. Events with over 120 attendees shall not be scheduled during Landlord business or meeting hours. In addition to the parking control standards, Tenant shall provide and manage additional waste collection containers and portable restroom facilities for any event planned on the property which exceed 120 attendees. Tenant shall also inspect and maintain the pavilion restrooms during large events to ensure the facilities are kept clean with adequate supplies.

Meetings. Tenant shall meet with Landlord prior to the anniversary of this lease to discuss renewal of the Lease.

Insurance. The Tenant shall provide insurance coverage for itself, equipment, its employees, and its recreation personnel as it relates to the terms and conditions of this agreement. The Tenant shall indemnify and hold harmless, the Township from any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Tenant.

Termination. Either party may terminate this Agreement for any reason whatsoever upon sixty (60) days written notice to the other.

Notice. The parties hereto understand and agree that this lease contains the entire agreement between them and

that no alteration, modification, rescission or cancellation hereof, either in whole or in part, shall be effective or binding unless and until the same be reduced to writing and signed by the party hereto against whom the enforcement of such alteration, modification, rescission or cancellation is sought. Any notice given by any party hereto to any other party hereto shall be sufficient if mailed to the party for whom such notice is intended at its address set forth herein by first class mail with postage fully prepaid thereon and shall be deemed effective when mailed. This agreement shall be interpreted under the laws of the State of Michigan.

Suspension of Lease. Landlord reserves the right to suspend the Tenants right to use the property when it becomes necessary for Landlord to use the premises because of unforeseen circumstances such as, but not limited to, natural disasters and catastrophic events.

The parties hereby represent that the persons executing this agreement have authority by law, charter, or resolution to bind both parties to this agreement.

This agreement is entered as of this \_\_\_\_day of \_\_\_\_\_2025.

HOWELL AREA PARKS & RECREATION AUTHORITY  
A Michigan Municipal Corporation

---

BY: Howell Area Parks and Recreation Chairperson

---

BY: Howell Area Parks and Recreation Executive Director

---

BY: Genoa Charter Township Supervisor

---

BY: Genoa Charter Township Clerk

**Athletic Fields Lease  
Between Genoa Charter Township and  
Howell Area Parks & Recreation Authority**

This lease is effective on January 1, 2025, between Genoa Charter Township (Landlord), whose address is 2911 Dorr Rd., Brighton, MI 48116, and the Howell Area Parks & Recreation Authority (Tenant), whose address is 1661 N. Latson Road, Howell, MI 48843 ~~925 W. Grand River Ave., Howell, MI 48843~~, upon the following terms and conditions:

**Premises.** Landlord hereby leases to Tenant, real property containing approximately 5 acres of land located in Genoa Township, Livingston County, behind Genoa Township Hall, described in Exhibit A attached hereto and made a part hereof (the "Premises").

**Use.** Tenant shall use and occupy the premises as athletic fields (soccer, football, lacrosse, or any other lawn sport) and for no other purpose without the prior written consent of Landlord. Tenant shall be solely responsible for the booking and scheduling of games, practices, and events on the Premises in accordance with the parameters set by Landlord. When the Tenant is not using the fields for play by teams associated with the Tenant, the fields may be rented by other organizations not associated with Tenant at reasonable rates, with rent being paid to Tenant. Tenant shall ensure that games are properly supervised. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by Genoa Charter Township and any other governmental body.

Scheduling. Tenant shall obtain approval from Landlord prior to scheduling all events and rentals to identify conflicts with Landlord hours of operation, meeting schedule and/or special events. Tenant shall own and maintain a shared facility use calendar

**Common Areas.** Landlord shall also make available areas to the Tenant and facilities of common benefit to the Tenant and occupants including field use parking areas, driveways, sidewalks and ramps, service areas and landscaped area ("common areas"). All common areas shall be under the exclusive control and management of Landlord.

**Term.** The term of this lease shall be for five (5) years commencing on January 1, 2025, the "commencement date" and shall expire on December 31, 2029

**Rent.** Tenant shall pay to landlord as annual rent the sum of one (\$1) dollar.

**Landlord's Operating Expenses.** The Landlord agrees that it will pay for (a) the cost of cleaning and maintenance of permanent restroom facilities (b) the maintenance and repair of the sprinkling system, (c) the existing lighting of the common areas (d) the electricity for operating of the scoreboards (if constructed). (e) grass seeding or turf replacement if sports fields damaged by public use or use of non-Howell Parks and Recreation affiliated event or activity.

**Tenant's Expenses.** Tenant shall pay for the following:

- a. Striping of the property for athletic events.
- b. Providing signage for Tenant and for sponsors if the signs are approved by the Landlord.
- c. Maintenance of the athletic fields including mowing, fertilizing, and aerating
- d. Grass seeding or turf replacement if damaged by rental group or Howell Parks and Recreation Authority Event.

d.e. ~~Parking control and trash collection as provided herein.~~

Improvements. Any improvements to the Premises shall be constructed in accordance with all federal and state laws and applicable building codes.

Notification of Adjacent Property Owners. ~~Prior to the first games on the Premises and on a quarterly basis thereafter, Tenant shall notify the adjacent property owners whose property abuts the Genoa Township fields of the dates and times of all activities on the Premises. Tenant~~ Each year, Tenant shall also provide the name, address and emergency contact telephone number of a person who may be contacted on behalf of the Tenant by the adjacent property owners with respect to activities. A copy of this notice shall also be sent to the Landlord. The contact person must be on-call during all scheduled events and shall be authorized to take action and make decisions on behalf of the Tenant.

Notification to Participants. Tenant shall provide all users including but not limited to league players, ~~and to~~ visiting teams, ~~or their~~ leagues and all rental users a notice containing the following information:

- a. Parking is allowed only within designated field use parking areas within the township complex. This notice must include a graphic indicating approved parking areas.
- b. Athletic facility users must stay within the boundaries of the facility and that trespassing onto the adjacent property shall not be allowed under any circumstances.
- c. Participants must remove all debris from the athletic fields and the surrounding area immediately after the completion of all games.
- d. No alcohol or tobacco usage allowed.

e. All pets must be leashed.

e.f. This notice must include a graphic indicating approved parking and use areas and must also include a daily penalty payable to the Landlord of \$500 for the first violation which doubles for all subsequent violations if the Tenant or renter is not in compliance. After three (3) events in which Tenant parking is found to conflict with the office operations of the Landlord, use of the fields may be revoked.

Waste Collection. Landlord shall provide a sufficient number of waste collection containers to prevent littering on the Premises and shall arrange for trash collection on a regular basis. Tenant shall provide and manage additional waste collection containers and portable restroom facilities for any event planned on the property which exceed 120 attendees (participants and/or spectators)

~~No Trespassing.~~ Landlord shall post "No Trespass" notices adequate in size and number on the boundary of the Premises to alert the users of the athletic facility as to the boundary of the Premises and to remind them not to trespass onto the adjacent property.

Parking Control. During any Tenant events ~~tournaments or tournaments~~ conducted on the Premises, Tenant shall provide adequate parking controls to ensure that participants park only in the areas designated for field - parking ~~use parking~~ and do not park in Landlord employee parking, customer parking or on adjacent property.

Meetings. Tenant shall meet with Landlord prior to the anniversary of this lease to discuss renewal of the Lease.

Insurance. The Tenant shall provide insurance coverage for itself, equipment, its employees, and ~~its~~ recreation personnel as it relates to the terms and conditions of this agreement. The Tenant shall indemnify and hold harmless, the Township from any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Tenant. ~~The Township shall provide insurance coverage for itself, its employees and any other personnel under the terms of this Agreement, holding the Howell Area Parks & Recreation Authority harmless for any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Township.~~

Termination. Either party may terminate this Agreement for any reason whatsoever upon sixty (60) days

written notice to the other.

~~Holding Over. If Tenant remain in possession of the premises after the expiration or termination of the Lease and without signing a new Lease, it shall be deemed to be occupying the premises as a Tenant from month to month, subject to all of the conditions, provisions, rent and obligations of this Lease insofar as it can be applicable to a month to month tenancy, cancelable by either party upon sixty (60) days written notice to the other.~~

Notice. The parties hereto understand and agree that this lease contains the entire agreement between them and that no alteration, modification, rescission or cancellation hereof, either in whole or in part, shall be effective or binding unless and until the same be reduced to writing and signed by the party hereto against whom the enforcement of such alteration, modification, rescission or cancellation is sought. Any notice given by any party hereto to any other party hereto shall be sufficient if mailed to the party for whom such notice is intended at its address set forth herein by first class mail with postage fully prepaid thereon and shall be deemed effective when mailed. This agreement shall be interpreted under the laws of the State of Michigan.

Suspension of Lease. Landlord reserves the right to suspend the Tenants right to use the property when it becomes necessary for Landlord to use the premises because of unforeseen circumstances such as, but not limited to, natural disasters and catastrophic events.

The parties hereby represent that the persons executing this agreement have authority by law, charter, or resolution to bind both parties to this agreement.

This agreement is entered as of this \_\_\_\_ day of \_\_\_\_\_ 2025.

HOWELL AREA PARKS & RECREATION AUTHORITY  
A Michigan Municipal Corporation

\_\_\_\_\_  
BY: Howell Area Parks and Recreation Chairperson

\_\_\_\_\_  
BY: Howell Area Parks and Recreation Executive Director

\_\_\_\_\_  
BY: Genoa Charter Township Supervisor

\_\_\_\_\_  
BY: Genoa Charter Township Clerk

**FORMER LEASE AGREEMENT**

**Athletic Fields Lease  
Between Genoa Charter Township and  
Howell Area Parks & Recreation Authority**

This lease is effective on January 1, 2020 between Genoa Charter Township (Landlord), whose address is 2911 Dorr Rd., Brighton, MI 48116 and the Howell Area Parks & Recreation Authority (Tenant), whose address is 925 W. Grand River Ave., Howell, MI 48843, upon the following terms and conditions:

**Premises.** Landlord hereby leases to Tenant, real property containing approximately 5 acres of land located in Genoa Township, Livingston County, behind Genoa Township Hall, described in Exhibit A attached hereto and made a part hereof (the "Premises").

**Use.** Tenant shall use and occupy the premises as athletic fields (soccer, football, lacrosse, or any other lawn sport) and for no other purpose without the prior written consent of Landlord. Tenant shall be solely responsible for the booking and scheduling of games, practices and events on the Premises. When the Tenant is not using the fields for play by teams associated with the Tenant, the fields may be rented by other organizations not associated with Tenant at reasonable rates, with rent being paid to Tenant. Tenant shall ensure that games are properly supervised. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule or regulation adopted or imposed by Genoa Charter Township and any other governmental body.

**Common Areas.** Landlord shall also make available areas to the Tenant and facilities of common benefit to the Tenant and occupants including parking areas, driveways, sidewalks and ramps, service areas and landscaped area ("common areas"). All common areas shall be under the exclusive control and management of Landlord.

**Term.** The term of this lease shall be for five (5) years commencing on January 1, 2020, the "commencement date" and shall expire on December 31, 2024.

**Rent.** Tenant shall pay to landlord as annual rent the sum of one (\$1) dollar.

**Landlord's Operating Expenses.** The Landlord agrees that it will pay for (a) the cost of cleaning and maintenance of permanent restroom facilities (b) the maintenance and repair of the sprinkling system, (c) the existing lighting of the common areas (d) the electricity for operating of the scoreboards (if constructed). (e) grass seeding or turf replacement if sports fields damaged by public use or use of non-Howell Parks and Recreation affiliated event or activity.

**Tenant's Expenses.** Tenant shall pay for the following:

- a. Striping of the property for athletic events.
- b. Providing signage for Tenant and for sponsors, if the signs are approved by the Landlord.
- c. Maintenance of the athletic fields including mowing, fertilizing, and aerating
- d. Grass seeding or turf replacement if damaged by rental group or Howell Parks and Recreation Authority Event.

**Improvements.** Any improvements to the Premises shall be constructed in accordance with all federal and state laws and applicable building codes.

Notification of Adjacent Property Owners. Prior to the first games on the Premises and on a quarterly basis thereafter, Tenant shall notify the adjacent property owners whose property abuts the Genoa Township fields of the dates and times of all activities on the Premises. Tenant shall also provide the name, address and telephone number of a person who may be contacted on behalf of the Tenant by the adjacent property owners with respect to activities.

Notification to Participants. Tenant shall provide all league players and to visiting teams or their leagues a notice containing the following information:

- a. Parking is allowed only within designated parking areas within the township complex.
- b. Athletic facility users must stay within the boundaries of the facility and that trespassing onto the adjacent property shall not be allowed under any circumstances.
- c. Participants must remove all debris from the athletic fields and the surrounding area immediately after the completion of all games.
- d. No alcohol or tobacco usage allowed.
- e. All pets must be leashed.

Waste Collection. Landlord shall provide a sufficient number of waste collection containers to prevent littering on the Premises and shall arrange for trash collection on a regular basis.

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Parking Control. During any tournaments conducted on the Premises, Tenant shall provide parking controls to ensure that participants park only in the areas designated for parking and do not park on adjacent property.

Meetings. Tenant shall meet with Landlord prior to the anniversary of this lease to discuss renewal of the Lease.

Insurance. The Tenant shall provide insurance coverage for itself, equipment, its employees, and its recreation personnel as it relates to the terms and conditions of this agreement. The Tenant shall indemnify and hold harmless, the Township from any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Tenant. The Township shall provide insurance coverage for itself, its employees and any other personnel under the terms of this Agreement, holding the Howell Area Parks & Recreation Authority harmless for any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Township.


Holding Over. If Tenant remain in possession of the premises after the expiration or termination of the Lease and without signing a new Lease, it shall be deemed to be occupying the premises as a Tenant from month to month, subject to all of the conditions, provisions, rent and obligations of this Lease insofar as it can be applicable to a month to month tenancy, cancelable by either party upon sixty (60) days written notice to the other.

The parties hereto understand and agree that this lease contains the entire agreement between them and that no alteration, modification, rescission or cancellation hereof, either in whole or in part, shall be effective or binding unless and until the same be reduced to writing and signed by the party hereto against whom the enforcement of such alteration, modification, rescission or cancellation is sought. Any notice given by any party hereto to any other party hereto shall be sufficient if mailed to the party for whom such notice is intended

at its address set forth herein by first class mail with postage fully prepaid thereon and shall be deemed effective when mailed. This agreement shall be interpreted under the laws of the State of Michigan.

Suspension of Lease. Landlord reserves the right to suspend the Tenants right to use the property when it becomes necessary for Landlord to use the premises as a result of unforeseen circumstances such as, but not limited to, natural disasters and catastrophic events.

The parties hereby represent that the persons executing this agreement have authority by law, charter, or resolution to bind both parties to this agreement.

This agreement is entered as of this <sup>17</sup>~~15~~th day of February <sup>2020</sup>~~15, 2016~~. 

HOWELL AREA PARKS & RECREATION AUTHORITY  
A Michigan Municipal Corporation

\_\_\_\_\_  
BY: Sean Dunleavy, Chairman

  
\_\_\_\_\_  
BY: Timothy Church, Executive Director

GENOA CHARTER TOWNSHIP  
A Michigan Municipal Corporation

  
\_\_\_\_\_  
BY: Bill Rogers, Supervisor

  
\_\_\_\_\_  
BY: Paulette A. Skolarus, Clerk

## 3 and 3 Construction, LLC

Kerry Erdman, Owner

License #242300128

31942 Augusta Drive

Romulus, MI 48174

(734) 790-1321

[3And3Construction@gmail.com](mailto:3And3Construction@gmail.com)

Proposal for four (4) bathrooms on Genoa Township grounds

2 Interior bathrooms

2 exterior bathrooms

Interior bathrooms:

3 and 3 Construction, LLC will repair any knicks, scratches, stains, etc. to drywall prior to painting. 3 and 3 will paint complete interior (excluding ceiling) using Behr Marquee Satin paint. (color(s) to be provided by township. Paint to be provided by 3 and 3.

Exterior (Pavillion) bathrooms:

3 and 3 Construction, LLC will make every effort to remove rust from lintel above doors. 3 and 3 will paint complete interiors including ceilings using Behr Marquee Semi Gloss paint. Colors to be provided by township. Paint to be provided by 3 and 3 Construction, LLC.

Total Cost: \$1050

If exterior bathrooms need to be painted on separate days due to availability add \$50.



2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
[genoa.org](http://genoa.org)

From: Bill Reiber, Trustee of Genoa Township, MI  
To: Members of the Board of Trustees for Genoa Township, MI  
Date: June 11, 2025  
Re: 1995 edition of previously adopted Rules and Procedure

Board members,

I enquired with the Township Manager whether the township had an existing set of governing By-Laws available for review. I had not seen any on the township website nor had I been provided a copy upon taking office, so my assumption was that these may not exist.

The Township Manager confirmed that formal By-Laws had not been previously written and approved by previous Boards. She did, however, locate a copy of the Genoa Township Rules and Procedures from 1995.

I requested that a copy be provided to all Board members for their awareness and review. I further request that any needed or desired amendments by individual Board members be presented to the Board as an agenda item for consideration during the next regular Board meeting and that those proposals be voted on as to whether they are to be formally adopted as part of the Rules and Procedures.

Thank you.

**SUPERVISOR**

Kevin Spicher

**CLERK**

Janene Deaton

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

**MANAGER**

Kelly VanMarter