

**AGENDA**  
**Charter Township of Shelby**  
**Board of Trustees Regular Meeting**  
**Shelby Township Municipal Building**  
**52700 Van Dyke, Shelby Township, Michigan**  
**Tuesday, September 20, 2011 - 7:00 P.M.**

---

**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**AWARDS & PRESENTATIONS**

**ROLL CALL**

**PUBLIC HEARING**

1. **Application for Industrial Facilities Exemption Certificate – Century Plastics, Inc., 50543, 50665, 50787 Utica Drive**
2. **Application for Industrial Facilities Exemption Certificate – Century Plastics, Inc., 50413 Utica Drive**

**APPROVAL OF CONSENT AGENDA** (Subject to Amendment)

- A. **Minutes: August 23, 2011 - Work Session – Assessment Administration Services, LLC contract discussion**

**September 6, 2011 - Regular Meeting**

- B. **Kiwanis Club of Utica/Shelby Township requests permission to conduct its annual Peanut Drive on September 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup>, September 30<sup>th</sup>, October 1<sup>st</sup> and 2<sup>nd</sup>, and October 21<sup>st</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup>, 2011, and to designate September 23, 2011 as Kiwanis Peanut Day in Shelby Township.**
- C. **STEPHEN DUCZYNSKI (Trilogy Health Services) requests approval, adoption and publication of amendment to Zoning Ordinance (Ordinance No. 212.87) to rezone property located near the southeast corner of 21 Mile Road and Schoenherr Road from R-1-B, One Family Residential, and O-2, Service Office, to R-6, Multiple Family Low Rise, and O-2, Service Office (Application #04-11).**
- D. **AMERICAN AND IMPORT AUTO PARTS (auto recycling facility) requests approval, adoption and publication of an amendment to the Zoning Ordinance (Ordinance No. 212.88) to rezone property located on the west side of Ryan Road, north of Auburn Road (47515 Ryan Road), for a change in zoning from LM, Light Manufacturing, to HM, Heavy Manufacturing (Application #03-11).**
- E. **S.O. Construction, Inc. requests approval of modification to Central Park Planned Unit Development for Unit 160, located at 49253 St. Nicholas.**

- F. **BUILDING DEPARTMENT DIRECTOR** requests approval to **grant Detroit Edison an underground easement to provide power, service and cable for new Police Building.**
- G. **Bill Run** in the amount of **\$2,177,223.51**

**APPROVAL OF AGENDA** (Subject to Amendment)

**CORRESPONDENCE**

- 3. **CENTURY PLASTICS, INC.** requests approval of an **Industrial Facilities Exemption Certificate for property located at 50543, 50665, 50787 Utica Drive.**
- 4. **CENTURY PLASTICS, INC.** requests approval of an **Industrial Facilities Exemption Certificate for property located at 50413 Utica Drive.**

**PLANNING COMMISSION**

**DEPARTMENTAL & COMMITTEE**

- 5. **CLERK** requests **renewal of annual Telephone System Service Maintenance Contract.**
- 6. **HUMAN RESOURCE DIRECTOR** requests **discussion of the Police Chief's employment contract.**
- 7. **CABLE TV COORDINATOR** requests **reactivation of the Cable TV Regulatory Committee.**

**APPOINTMENTS TO COMMITTEES & COMMISSIONS**

- 8. **SIDEWALK COMMITTEE – One (1) reappointment and one (1) appointment**
- 9. **HISTORICAL COMMITTEE – One (1) reappointment and one (1) appointment**

**TOWNSHIP ANNOUNCEMENTS**

**BUSINESS FROM THE FLOOR** – 5 minute time limit per individual

**CLOSED SESSION**

**MOTION TO ADJOURN**

A group spokesperson is encouraged on agenda items.  
Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Shelby Township Clerk's Office at 586-731-5102, TDD 586-726-2731, 7 days prior to the meeting.

**CHARTER TOWNSHIP OF SHELBY  
MACOMB COUNTY, MICHIGAN**

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a Public Hearing will be held before the Township Board of the Charter Township of Shelby, Macomb County, Michigan, on Tuesday, September 20, 2011 at 7:00 p.m. in the Board Room of the Township Municipal Building located at 52700 Van Dyke Avenue, Shelby Township, Michigan 48316, upon the application for an **Industrial Facilities Exemption Certificate (Tax Abatement)** submitted by **Century Plastics, Inc., 50543, 50665, 50787 Utica Drive, Shelby Township, Michigan 48315**. A copy of said application has been submitted to the Township Assessor and to the legislative body of each taxing unit which levies ad valorem property taxes in the Charter Township of Shelby and which may be affected by said application. A copy of said application is on file at the Township offices and may be obtained during regular business hours.

The applicant, Township Assessor, a representative of each of the affected taxing units, and any resident or taxpayer of the Charter Township of Shelby shall have the right to appear at said Public Hearing and be heard by the Township Board.

Individuals with disabilities requiring auxiliary aids or service at the meeting should contact the Shelby Township Clerk's Office at 586-731-5102, or TDD 586-726-2731.

Terri Kowal, MMC  
Township Clerk

Publish: THE SOURCE  
September 11, 2011

**CHARTER TOWNSHIP OF SHELBY  
MACOMB COUNTY, MICHIGAN**

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a Public Hearing will be held before the Township Board of the Charter Township of Shelby, Macomb County, Michigan, on Tuesday, September 20, 2011 at 7:00 p.m. in the Board Room of the Township Municipal Building located at 52700 Van Dyke Avenue, Shelby Township, Michigan 48316, upon the application for an **Industrial Facilities Exemption Certificate (Tax Abatement)** submitted by **Century Plastics, Inc., 50413 Utica Drive, Shelby Township, Michigan 48315**. A copy of said application has been submitted to the Township Assessor and to the legislative body of each taxing unit which levies ad valorem property taxes in the Charter Township of Shelby and which may be affected by said application. A copy of said application is on file at the Township offices and may be obtained during regular business hours.

The applicant, Township Assessor, a representative of each of the affected taxing units, and any resident or taxpayer of the Charter Township of Shelby shall have the right to appear at said Public Hearing and be heard by the Township Board.

Individuals with disabilities requiring auxiliary aids or service at the meeting should contact the Shelby Township Clerk's Office at 586-731-5102, or TDD 586-726-2731.

Terri Kowal, MMC  
Township Clerk

Publish: THE SOURCE  
September 11, 2011

MINUTES OF THE WORK SESSION OF THE CHARTER TOWNSHIP OF SHELBY BOARD OF TRUSTEES HELD ON TUESDAY, AUGUST 23, 2011 IN THE LOBBY CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 52700 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The work session was called to order at 1:45 p.m. by Supervisor Richard Stathakis.

Members Present: Richard Stathakis, Terri Kowal, Paul Viar, Paula Filar (late), Michael Flynn, Lisa Manzella, Douglas Wozniak (late)

Also Present: Lisa Suida, Human Resource Director, William Griffin, Assessment Administration Services, LLC, Thomas Monchak, Temporary Deputy Assessor

Supervisor Stathakis stated that he asked for this work session ahead of today's budget meeting, because he felt it was very important to talk about the Assessing Department situation. He indicated that Bill Griffin is present today and asked him to give the board a report on the present situation in the department and where to go from here as he and Mr. Griffin have discussed previously. Mr. Stathakis invited Ms. Suida to provide input as well.

Mr. Griffin began by describing what has transpired beginning with the tax rolls being taken away by the State. He explained that a lot of work has been done since then, and ultimately the department received a perfect score on the 14-Point Review, resulting in the rolls being returned to the township. Mr. Elrod has continued on as our contract Assessor while the township prepared to hire a permanent Assessor for the department. Mr. Griffin said that for a variety of reasons a permanent Assessor has not been hired at this point. Mr. Elrod has since been offered and accepted a permanent job with Clinton Township. Mr. Viar asked if Mr. Griffin knew what his salary is.

Ms. Suida explained that Mr. Elrod receives a defined benefit retirement package at Clinton Township, and in eight years at Clinton Township, he will have a second full retirement benefit. Mr. Stathakis stated that until the time he received the offer from Clinton Township, Mr. Elrod was very interested in working for Shelby Township.

Mr. Stathakis asked Mr. Griffin what was coming up in October, and Mr. Griffin said that on October 3<sup>rd</sup>, the department must begin preparations for the tax tribunal, and he said the department will be ready.

Ms. Suida stated that there are 103 certified Master Assessors in the State of Michigan, of which about 30-35 live in southeast Michigan, and of those all but less than a handful are employed elsewhere already. She said that we need to find someone who is unemployed or retired, or we need to make our benefit package and salary desirable enough to get someone to leave where they are working and come to Shelby Township.

Mr. Flynn asked Tom Monchak, temporary Deputy Appraiser how far away he is from achieving the certification. Mr. Monchak responded that the program in place with the State of Michigan now is a one-year program, costs \$2500 and there is no guarantee of success on the Level IV exam. Mr. Stathakis noted that a former employee was very close in getting Level IV certification, but did not pass her test. Mr. Griffin said it is very difficult to pass the test.

Mr. Griffin stated that, in his opinion, the township does not want to be in a position at the end of the year with one applicant. He said if the State takes back the roll for a second time, the State will not take the township seriously, and the State will do a lot more than they did the last time. Mr. Stathakis stated that we do not want to be in a position where we are without a Level IV Assessor in the

department and Mr. Stathakis asked Mr. Griffin to bring him a plan to resolve the issue.

Mr. Griffin said the township should not go with a month-to-month contract while looking for a permanent Assessor because the State may not feel the township is serious about finding a replacement. He is proposing a two-year contract with a 30-day cancellation provision. Those provisions would allow the township to be very selective when hiring an Assessor. Mr. Griffin said he would be in the department on Fridays to spend the day and oversee the department. He has no interest in defending his position to the State of Michigan to run the department. He is very familiar with the township, the staff, and the developers. Mr. Stathakis stated that Mr. Griffin is familiar with the State's expectations.

Mr. Flynn asked Mr. Monchak if he is not interested in attempting Level IV certification due to the \$2500 program cost, or the effort required. Mr. Monchak responded all of the above. He explained that the program is not a guarantee that he would pass the Level IV certification exam. Mr. Flynn asked if the township would cover the cost of the program under the tuition reimbursement policy. Mr. Monchak expressed his opinion that the certification at Level IV is not exactly objective, and there is some subjectivity to it. He has talked with other people that have attempted and failed, and he thinks some of them should have passed. He is not willing to put that much time into an unknown. He would like to have a reasonable assurance that when he goes into it, the burden is on him to pass or fail. Mr. Flynn clarified that Mr. Monchak said it is not the cost of the program, but the amount of time with no guarantee. Mr. Monchak stated it is not an easy undertaking, especially working full time. Discussion followed about the class requirements.

Ms. Manzella said she is confused about the proposal and our previously stated need for a full-time Assessor, with which she agreed. She asked if we had tested the market. Ms. Suida stated that the Civil Service Commission rejected the proposed ad for a full-time Assessor. The Commission has asked that the Board have communication with them regarding the Assessor's position. The salary survey conducted indicated that the average salary for an Assessor in southeast Michigan is right around \$93,000. Our top pay rate is less than the average pay. The Civil Service Commission, while not able to control the pay, is able to control the advertisement at the low rate of pay. Ms. Suida stated that she used only communities comparable to ours (Macomb Township, Rochester Hills, Livonia, Waterford Township, Clinton Township and Farmington).

Mr. Viar asked if she had any evidence why the Civil Service Commission could prohibit you from advertising at that price. Ms. Suida stated that the Commission cannot preclude her from advertising at the price, but they can refuse to approve the ad, which is what the Commission did. Mr. Viar said he did not understand, and Ms. Suida explained that the Commission is the entity responsible for recruitment and selection, and if they do not establish a list, the township cannot hire from it.

Ms. Manzella asked if the Commission's only objection to the ad was the salary range, and Ms. Suida said yes. Ms. Manzella asked how far off are we, and Ms. Suida responded that the township's range in the ad was \$74,000 to \$90,000. She explained that the starting range of \$80,000 and going up to \$97,000 is the average salary range in comparable communities based on residential housing makeup, commercial parcels, and the size of the community.

Her proposal is to eliminate the starting rate of \$74,000 and start at Step 4 of the previous wage scale, which would be \$91,000. Discussion followed about that amount. Ms. Suida said we made a reduction by 10% on our previous wage scale in the fall of last year. If we use the old rates rather than the new ones, we would be recruiting right around mid-point of what people are making.

In order to get a qualified person, we need to be competitive to what they are already making, because there are very few unemployed Level IV Master Assessors in Michigan. Roseville, with a salary of \$75,000, received one application and Clinton Township received an application from an individual from out of the southeast Michigan area at \$88,850 salary. That individual declined the offer, and Clinton Township then recruited Jim Elrod for the position. Mr. Flynn stated that there are some lifestyle advantages to living in Shelby rather than Roseville. Ms. Kowal pointed out that an individual could live here and work in Roseville. Ms. Suida added that Roseville just hired someone at almost \$92,000.

Ms. Filar asked if the range is advertised do we have zero flexibility. She also asked if we could hire someone at the mid-range. Ms. Suida answered that our wage scale has a starting wage and a top wage. Ms. Filar asked could we advertise a starting range. Ms. Manzella asked if the Board could then decide at what wage the candidate would start within that range. Ms. Suida said the issue is that we have a wage scale of \$74,000 to \$90,870, which the Board approved. The Board could start a candidate at a higher step if they chose to do that. That is outside of the Board's normal process. Ms. Suida is proposing that we not advertise with the present wage scale, which is a 10% reduction over the previous wage scale. She is proposing to the Board to advertise with the wage scale before the 10% reduction.

Ms. Filar asked to clarify what Ms. Suida is saying. She said she is hearing that Ms. Suida is proposing to change what the Board already voted on as the wage scale, and revert back to the previous wage scale. Ms. Suida confirmed that is correct. Ms. Filar suggested that as an alternative to that, maybe the Board could agree to start at something in the middle, and then discuss changing the wage scale if needed. She feels that this would give us more flexibility with the candidate to advertise a starting wage between \$80,000 to \$87,000, or \$80,000 to \$90,000 or something like that. If we get the right candidate, and in order for that candidate to accept the job, it requires us to change the entire wage scale, we can always go back and do that.

Ms. Suida said that was one of the issues brought up at the Civil Service Commission, and that is why she made her recommendation. The Commission stated that if the Board has a candidate they have already selected, they are going to advertise at a lower rate, bring in the candidate, and then give them a raise, thereby eliminating any competition in the process. Different candidates will apply at a lower range and more will apply at a higher range. Ms. Filar asked if the Commission has the right to do that, and Ms. Suida stated that they have the right to not approve the ad. Ms. Filar asked if that has been questioned, and Ms. Suida responded yes.

Ms. Kowal reminded the Board that when Mr. Griffin was hired, the Board changed the wage scale by raising the department head scale. She would like to follow up on Ms. Filar's question to set a scale based on qualifications and advertise in that way. Ms. Suida responded that we could do that. The Board would determine at which step the candidate would start within the wage scale at the time the Board votes to hire a candidate. Ms. Manzella is comfortable with Ms. Kowal's suggestion. She would like the opportunity to make that decision based on a candidate's experience. She believes that a Level IV Assessor is very different from other department head positions; therefore the method we use to hire an Assessor may need to be different from the others.

Ms. Flynn asked for the original numbers Ms. Suida proposed. She stated that the top wage on the old wage scale was \$100,000, plus some change. The starting wage was approximately \$82,000. Mr. Flynn said that rather than reversing our previous vote in a conspicuous manner, we could just set a new

salary range and incorporate the steps in between. Ms. Manzella concurred, and said that she does not care if it is conspicuous or not, because we have learned things since we first began this process, therefore, with the new knowledge, we need to be more flexible in the way we are advertising the position. Ms. Manzella asked Ms. Suida if she thinks the Civil Service Commission would agree with the process. Ms. Filar said that if the Commission does not agree, she believes that the commissioners should then meet with the Board to discuss with them our intentions.

Ms. Suida said that she sent an e-mail to the Commission stating that if the Board did not address the issue, they were going to ask to have it put on a Board agenda. Ms. Filar stated that she believes that the Board is addressing it today. Mr. Stathakis said that he believes the commissioners were upset because they felt the \$74,000 wage was too low. He added that the Board does agree that the wage scale needs to be higher, and now Ms. Suida can proceed with the process. Mr. Stathakis said we will vote on a number when it is the time is right.

Mr. Stathakis asked Mr. Griffin to come in to provide his input. Ms. Manzella asked what the range is that we are talking about. Ms. Suida said she was going to start at \$74,000 and put the top range at \$100,000. Ms. Manzella asked if the starting wage is too low. Waterford is at \$74,000 but it is a part-time position in that community. The statement will be included in the ad that the starting salary will be based upon experience.

Ms. Manzella said that she understood, perhaps mistakenly, that we had someone in particular in mind for the position. Mr. Stathakis clarified that there was at least one interested person in the process, and when you have at least one interested person that means that you are not going to come back with nothing. That is all that was meant. His hope was that we would get 5, 6 or 7, and we might have, but now the discussion is going in a different direction, and he is happy with the way it is going.

Ms. Kowal asked if Mr. Griffin himself will be here every Friday. He answered yes.

Mr. Wozniak asked Ms. Suida if the Civil Service Commission will give her some heat over the range. She said she does not believe so.

Ms. Manzella asked where this process puts us with the State, and do we still need some kind of agreement in the meantime? Mr. Stathakis stated that the longer term agreement will give us the ammunition to prove that we are actually looking for a candidate. Mr. Griffin responded that he is not interested in a month-to-month agreement because he does not believe the State would care to see that. With a longer term agreement, the township is being taken care of while it goes through the process, and this process does not guarantee that at the conclusion of the process, you will get a candidate. He said that you will have to steal someone from another community. He looked at the list and he saw only one person that might be interested in a switch. Discussion followed.

Mr. Stathakis said that when this Board took office, the Assessing Department was in a shambles. It was not the people, but the processes. He said that we have great employees downstairs who helped the township get through this. He said Mr. Griffin came in with some good leadership, and we are at a point right now that we should be very happy. He feels we can do better, and with a Level IV, we will be at that point. This is a gap that needs to be filled and that is what this piece of paper is.

Mr. Griffin added that the rolls will still be taken care of, and the Board has options. Ms. Manzella asked if we hire someone in 3 months, what happens to the contract. Mr. Stathakis stated that with a 30 day notice, the contract will be



ended. He said he wanted something flexible, so we can get in and out of it if needed, but also if we don't get someone, we wouldn't be under pressure having to pick a mediocre candidate. He wants the best candidate we can get for Shelby Township. We have gone a long time without a Level IV, but when we get a Level IV, we want the right Level IV.

Mr. Griffin stated that when Mr. Elrod goes to Clinton Township, he will send a letter to the State saying he is now with Clinton Township, so the State will want to know what Shelby Township is doing. We can say the township has a two-year agreement for Level IV services while we are pursuing a full-time person.

Mr. Viar asked if the Warren Assessor is male or female. Mr. Griffin answered female. Mr. Viar asked if she just took that position, and Mr. Griffin answered yes. Mr. Griffin said if he had a choice between Warren and Shelby, it would be a no brainer.

Mr. Wozniak asked Mr. Griffin since this is going to be paid in advance, would he refund the amount if the contract is terminated. Mr. Griffin answered absolutely.

Ms. Manzella expressed a concern that with the contract in place for two years, even with the flexibility in it, candidates may feel that the township is not serious about hiring someone. Mr. Stathakis asked what Ms. Manzella thought should be done.

Ms. Suida said a letter is going to be sent out to all Master Assessors in the state notifying them of our opening, and she will be clear that the township is seriously searching for a permanent full-time Assessor.

Ms. Manzella asked if a one year contract would be long enough to satisfy the state. Mr. Griffin stated again he does not care to defend himself and the township before the State. Mr. Stathakis stated that he is not going to put his neck on the line either with the State. He repeated that the department was in shambles when he got here, and he wants to do this right and get the Level IV that we want and that is it.

Mr. Griffin believes that in most instances, anybody out there who is interested in the position would contact him.

Ms. Filar asked Ms. Suida at what point does it become public record that someone has applied to another community for a position. Ms. Suida responded that she can include an area on the application that says that this is a confidential applicant and we would not use the applicant's name. Also, that is one of the questions that the Civil Service Commission asks when they review applicants.

Mr. Stathakis stated ultimately he is on the hook, and he going to make sure this process is done right. He continued by saying the Assessing Department employees have been wonderful.

Ms. Filar expressed concern over posting a starting salary of \$74,000 when the average lowest salary is \$80,000. Ms. Suida responded that we will post the range as it was previously, which she believes was \$82,000 to a little over \$100,000 .

Mr. Stathakis confirmed with Mr. Griffin that this contract needs to be a two-year contract and not a one-year contract, because Mr. Griffin is going to be defending this.

Mr. Stathakis asked for any better ideas or thoughts.

Ms. Kowal suggested that since we have some time before the budget work session begins; maybe we could spend the time discussing the staffing of the department with the vacancy caused by the recent resignation. Ms. Suida did bring her organizational chart and was prepared to discuss this.

Ms. Suida reviewed that the Level IV position is still vacant, the Deputy Assessor position is vacant, also the Appraiser Supervisor. Mr. Monchak is the temporary Deputy Assessor. Mr. Stathakis is the acting department head. Mr. Barra is an Appraiser III, Ms. Biecker is now working out of class after being moved up into the Appraiser III position vacated by Ms. Sieloff. This leaves open an Appraiser II position. Ms. Kopp is an Appraiser II. Ms. Skiba has been moved up to the vacant Appraiser II position from the Certified Assessing Officer. A temporary employee has been brought in to fill the Clerk Typist role, and that is the plan to get us to the point where we hire an Assessor. At that time, the new Assessor would have the opportunity to re-structure the department. At this point we have not been recruiting for any positions. When we do start recruiting however, we will post in-house the Appraiser III position, and then we would have the two qualified applicants compete for that position. That would leave a vacancy in the Appraiser II position, and then anyone who is qualified for that position would be able to move into that job, and then eventually we would be able to begin recruiting for the Clerk Typist job.

Ms. Filar asked if the department is working well the way it is now, and will it be working okay for the next year. Mr. Griffin thought the plan is fine, and he has no problem sitting down with the Board if something comes up in the future to do some tweaking.

Ms. Suida said the only roadblock we have is that the union contract does not allow us to fill positions with temporary workers unless we are actively recruiting for the positions. She has had some conversations and she believes that with the Board's agreement, may be able to come to some understanding with the union for the Assessing Department since we have a situation here that is a little different. The union is interested in what happens in budget session and what is approved for the Assessing Department going forward.

Mr. Griffin asked if there is time limit as to how long a person can work out of classification. Ms. Suida responded that there is a time limit of 120 days for a temporary employee, but there is no time limit for working out of classification.

Mr. Viar asked how does a Level II appraiser work as a Level III appraiser. Ms. Suida responded that the employee is a qualified Level III appraiser, but is working as an Appraiser II for the township. He asked then why they aren't an Appraiser III. Ms. Kowal responded that there was no Level III position.

Mr. Stathakis said the contract with Mr. Griffin will be discussed at the September 6, 2011 Board meeting.

The work session adjourned at 2:23 p.m.

---

AS PREPARED BY THE TOWNSHIP CLERK

---

TOWNSHIP SUPERVISOR

/ca

MINUTES OF THE REGULAR MEETING OF THE CHARTER TOWNSHIP OF SHELBY BOARD OF TRUSTEES HELD ON TUESDAY, SEPTEMBER 6, 2011 IN THE BOARD ROOM OF THE MUNICIPAL BUILDING, 52700 VAN DYKE, SHELBY TOWNSHIP, MICHIGAN.

The meeting was called to order at 7:00 p.m. by Supervisor Richard Stathakis.

An invocation was led by Pastor Denny Irish of New Hope Church, 53245 Van Dyke, Shelby Township followed by the Pledge of Allegiance.

**AWARDS & PRESENTATIONS**

Mr. Phil Randazzo, our Veterans Event Coordinator, provided a brief summary of events that will occur on Sunday, September 11 to commemorate the 10<sup>th</sup> Anniversary of 9/11.

There will be a moment of remembrance at 1:00 p.m. for those who lost their lives in the attack at the World Trade Center. Both police and fire department sirens will be sounded at that time. A wreath will be placed at the veteran's monument on Township grounds honoring three Shelby Township residents who died in the Iraq War.

Police Chief Leman announced that this Sunday, September 11 during their regularly scheduled worship services, Shepherd's Gate Lutheran Church, 12400 23 Mile Road, Shelby Township will be remembering those who lost their lives in the 9/11 bombing and plane crash as well as thanking those first responders who serve to protect us. Their worship services are at 8:30 a.m., 10:00 a.m. and 11:30 a.m. For further information, call our Police Chaplain Pastor Meyer at 731-4544.

Fire Chief Gene Shepherd stated also in commemoration of this 10-year anniversary, the Fire Department will be hosting a brief ceremony in the morning, based around the time when the World Trade Center was attacked. It will start at 9:45 a.m. and conclude around 10:28 a.m. Everyone is welcome to attend.

Mr. Randazzo said it is his job to honor the veterans and to relay any information regarding those who served our country. He received a call this Labor Day weekend that Michael Stathakis, a highly decorated World War II veteran, passed away. If anyone would like to have any family member's name announced at the Board meeting he would be more than glad to receive the call and honor them at that time.

Mr. Stathakis provided a summary highlighting the Township's financial status for the general fund, police fund and fire fund for the years 2009 through 2011. He proceeded by presenting a forecast of revenues, expenditures and fund balances for these funds for the years 2012 through 2016.

Mr. Tim Wood, Building Director, addressed concerns expressed at the August 16 meeting by residents of Shelby Woods North Condominium Complex regarding property maintenance, construction issues, and overall appearance of the site. He is working with the residents and will keep the Board apprised of any progress being made.

Mr. Viar spoke briefly regarding a comment made by Mrs. Manzella at the August 16 meeting with regard to unpaid tax bills pertaining to property at Shelby Woods North Condominium Complex.

Members Present: Richard Stathakis, Terri Kowal, Paul Viar,  
Paula Filar, Michael Flynn, Lisa Manzella,  
Douglas Wozniak

Also Present: Robert Huth, Township Attorney  
Carol Thurber, Township Engineer

**PUBLIC HEARING**

**1. 2011 Property Tax Millage Rates**

MOTION by Kowal, supported by Manzella, to open the public hearing regarding the 2011 property tax millage rates.

Motion carried.

The public hearing was declared open at 7:34 p.m.

Mr. Stathakis briefly reviewed the Township's 2011 operating strategy and objectives.

Mr. Monchak advised the audience that he prepared the millage rate request for 2011 with the same millage rates appearing in the 2010 statement. This reflects no increases.

MOTION by Flynn, supported by Kowal, to close the public hearing regarding the millage rates.

Motion carried.

The public hearing was declared closed at 7:38 p.m.

**2. Industrial Development District Application; CPD Properties, Inc. and GS Roussillon, LLC - Cherry Creek Corporate Park**

MOTION by Flynn, supported by Filar, to open the public hearing regarding an Industrial Development District Application for Cherry Creek Corporate Park.

Motion carried.

The public hearing was declared open at 7:40 p.m.

There were no comments from the audience.

MOTION by Flynn, supported by Manzella, to close the public hearing regarding the IDD Application for Cherry Creek Corporate Park.

Motion carried.

The public hearing was declared closed at 7:42 p.m.

**APPROVAL OF CONSENT AGENDA**

**A. Minutes: August 16, 2011 Regular Meeting**

Approve the minutes as presented.

**B. Knights of Columbus St. Therese of Lisieux Council No. 11957 requests permission to conduct annual Tootsie Roll Drive – October 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup>, 2011.**

Grant the request of the Knights of Columbus St. Therese of Lisieux Council No. 11957 to conduct their annual Tootsie Roll Drive on October 7, 8, and 9, 2011 at storefronts and to waive all fees and bonds provided all solicitors are properly identified.

**C. Disabled American Veterans Robert H. Cox Chapter 129 requests permission to conduct annual Forget-Me-Not campaign – September 16<sup>th</sup>, 17<sup>th</sup>, and 18<sup>th</sup>, October 1<sup>st</sup> and 2<sup>nd</sup>, and November 5<sup>th</sup> and 6<sup>th</sup>, 2011.**

Grant the request of the Disabled American Veterans Robert H. Cox Chapter 129 to conduct their annual Forget-Me-Not campaign on September 16, September 17, and September 18; October 1 and October 2 and November 5 and November 6, 2011 at storefronts and to waive all fees and bonds provided all solicitors are properly identified.

**D. Supervisor requests approval for authorization for completion of upgrades to the Fire Suppression System at Shelby Manor Senior Housing.**

Authorize DiHydro Services, Inc. to proceed with the completion of upgrades to the Fire Suppression System at Shelby Manor Senior Housing, inclusive of an additional meter, drain, air-dryer and ongoing monitoring of the "attic fire suppression system". The total cost for this project is \$6,076.32 with funds for this project available in Line Item # 275 275 975 283.

**E. Supervisor requests approval to enter into a two-year Contract for Certifying Assessor Services with Assessment Administration Services, LLC.**

This item was moved to 3A on the regular agenda at the request of a resident.

**F. Bill Run in the amount of \$936,596.62.**

Approve the Bill Run in the amount of \$936,596.62, as presented.

MOTION by Kowal, supported by Manzella, to approve the Consent Agenda, with Item E – Supervisor requests approval to enter into a two-year Contract for Certifying Assessor Services with Assessment Administration Services, LLC being moved to Item #3a on the regular agenda.

Roll Call Vote: Ayes: Kowal, Manzella, Stathakis, Viar,  
Wozniak, Filar, Flynn  
Nays: none

Motion carried.

**APPROVAL OF AGENDA**

MOTION by Kowal, supported by Manzella, to approve the agenda, with the addition of Item #3a – Supervisor requests approval to enter into a two-year Contract for Certifying Assessor Services with Assessment Administration Services, LLC being moved from Item E on the Consent Agenda.

Motion carried.

**CORRESPONDENCE**

**3. SUPERVISOR requests approval of 2011 property tax millage rates.**

MOTION by Flynn, supported by Manzella, that the Board of Trustees of the Charter Township of Shelby approve the 2011 Property Tax Millage as follows: General Fund – 2.4062; Police and Fire Pension – 1 mill; Fire Operating – 3.2575; and Police Operating – 2.6362; for a total of 9.2999 mills, and to authorize the Township Supervisor and Clerk to sign Michigan Department of Treasury Form L-4029 as submitted.

Motion carried.

**3a. Supervisor requests approval to enter into a two-year Contract for Certifying Assessor Services with Assessment Administration Services, LLC.**

Mr. Stathakis advised that we do not have a Level 4 Assessor in the department. Assessment Administration Services presented the Board of Trustees a proposal for certifying our assessing records, which is mandated by the State of Michigan. No one can sign the rolls except a Level 4. This two-year contract would commence on September 15, 2011 and extend through September 15, 2013. This contract can be terminated by either AAS or the Township with a 30-day notice. If the Township is able to hire a Level 4 during this time period, the contract will be terminated. The cost is \$35,000 per year.

MOTION by Manzella, supported by Kowal, to authorize the Township Supervisor to enter into and sign a Contract for Certifying Assessor Services to be provided to the Charter Township of Shelby as outlined and presented on the Contract submitted by Assessment Administration Services, L.L.C., for a one-year term commencing September 15, 2011 through September 15, 2012. The Contractual yearly sum of \$35,000 is to be paid semi-annually in the amount of \$17,500.

Mr. Flynn questioned if Mrs. Manzella meant to have the contract expire in 2012 rather than 2013.

Mrs. Manzella responded yes, the motion is for a one-year contract. We are currently looking for a Level 4. Hopefully, this process will not take a year. She doesn't see the need for a two-year contract. If after one year we require an additional year, we can extend the contract at that time.

The following individuals expressed their comments/concerns regarding this issue:

Dub Hearon, 50655 Parsons  
Norm Dziadzio, 55212 Woods Lane  
Thomas Turner, 4524 Maeder  
Russ Matika, 49150 Hidden Woods Lane

Mr. Stathakis advised before he became supervisor, the Township had a Level 4 come in to sign the books. This is no way to run an Assessing Department. Soon after that, the State of Michigan took our rolls back and had the Township go through a 14-point review. This process took much time and effort to satisfy the requirements of the State. The State informed us that we have to make an effort to hire a Level 4 and contract with someone to lead this process.

Assessment Administration Services guided us through the 14-point review. Today we have our rolls back and everything is going well.

Mrs. Filar advised according to our union agreement, we are not able to contract out the Level 4. The union is allowing us to use Mr. Griffin's services until we find someone. We have to have our own internal Level 4. Perhaps we should contact Mr. Lange our Labor Attorney for his input.

Mrs. Manzella added that this is mandated by the State. With the number of units within our Township and the value of our units, we are required to have a Level 4. Not all communities have to meet this requirement, but Shelby Township does.

Mr. Stathakis stated that Mr. Griffin doesn't want to come in here for one year and he made it very clear that it is a very firm two-year offer. He has worked here in the past and is very familiar with the Township. If we approve a two-year contract and we hire a Level 4 in three months, we can terminate the contract. Mr. Stathakis doesn't want to go through this process again next year. There are approximately 33 Level 4's in this area and all of them have jobs. This task will not be easy.

Mr. Griffin provided his input. He expanded on the services that are covered under his contract. The State provides a list of requirements to supervise the assessment roll. In his opinion, someone needs to be here at least one day a week. The two-year contract also shows the State that the Township is serious about hiring a Level 4. He has no interest in standing before the State Tax Commission defending why he is supervising the assessment roll for Shelby Township. That is why he is requesting a two-year contract so he won't be put in that position. Mr. Griffin said it is his understanding that once we obtain a list of Assessors, we are bound with that list for two years. If the list provided doesn't have any candidates that the Board wishes to accept, the Board is bound for two years. If the Board finds a qualified Assessor, he will be more than accommodating to Shelby Township. He doesn't want to be faced with the position that we are approaching the end of the year in the assessment cycle and we lose our roll again. If that occurs, the State will be more stringent and will require a very thorough inspection of all of our records.

Mrs. Filar stated that we had a lengthy work session regarding this topic. We have been without an Assessor for quite some time. During the last administration, we were paying someone \$25,000 just to sign the rolls. The State did not look kindly to that so they took the rolls from us. They felt just signing the rolls wasn't enough. During the last couple of years, AAS was actually doing the work of a Level 4 Assessor. The department worked very hard and did a great job in going through this 14-point review,

which has taken so much of their time. She knows the Assessing Department doesn't ever want to go there again because it has been so painful for them. We have to make sure that we have somebody in the office that is not just signing rolls but is doing the job of an Assessor and that explains the increase in costs. Mrs. Filar is surprised that we would put this Township at risk when we have a Level 4 Assessor telling us that he is not willing to give us a one-year contract because we are under scrutiny by the State and we have to make it very clear to the State that we fully intend to have the high-level of supervision of our rolls and we need to get a two-year commitment to do that.

Mrs. Manzella wanted to clarify what she had said. There is no way that she would want to put the Township at risk. She definitely understands that we need a Level 4 as soon as possible. She is grateful that Mr. Griffin has again offered his services to the Township on a contractual basis. The fact of the matter is that we haven't had a Level 4 since Mr. Griffin left our employment approximately five or six years ago. We went three years during the last administration without a Level 4 and it is now nearly three years in this administration that we are operating without a Level 4, which was one of our top 10 priorities - to clean up the Assessing Department. Her only concern with a two-year contract is that it can encourage us to take our time to find another Assessor and she doesn't believe we have that time. She feels if we made a diligent effort and were unable to find an Assessor we could vote for another one-year contract. She doesn't see why we need to lock ourselves in. One year is good enough to show the State good faith that we are hiring a quality firm like Mr. Griffin's to not only sign our roll but to help us with the department. We definitely need some leadership in that department and we have needed it for a long time. It was mentioned that a two-year contract would hold the price. However, we have not gone out for bids on this so we are not sure if this is a good price. If we had gone out for bids on this, Mrs. Manzella may feel a little more comfortable with a longer contract. Her main goal right now is to get a Level 4 for Shelby Township.

Mr. Wozniak said we are working with Human Resources to attempt to find a Level 4. We looked at the pay requirements to try to attract people to our Township. State law requires every city and township with a total state equalized land value of at least \$2.245 billion or at least \$449 million in commercial and industrial buildings and equipment to have a Level 4 Assessor. There are only 122 Assessors that hold Level 4 state certification in Michigan. One-third of those assessors are retired. Mr. Wozniak feels there is nothing to prevent AAS to come before us a year from now and raise the price.

Mr. Stathakis provided history regarding this matter. He took office in 2008 and sometime in April he was told the State took our rolls away. That was an emergency situation and the Board took care of that problem. He called Mr. Griffin and asked for his help. Mr. Griffin worked for the Township prior to this time and knew the office. He helped us get the rolls back and led us through this crisis. Mr. Stathakis met with the State and they said you have to hire a Level 4. He told him that he would but in the meantime we need some type of cushion. The Civil Service Commission has already had two meetings to discuss what we should pay a Level 4 Assessor. We are weeks away from putting the ad in the paper. He doesn't want to be in another emergency situation. Assessing is how we collect money for this Township and if someone wants to give him a two-year insurance policy, he hopes the Board will approve that so we can get the business of the Township done in an appropriate manner.

Mrs. Kowal stated the Township has been without an Assessor for some time and it has been difficult for us. However, AAS has been signing our assessment rolls since Mr. Griffin left. We hired him immediately to sign the rolls and if we are saying we have had problems, this is the same company. They have been signing our rolls for almost six years. Mrs. Kowal asked Mr. Griffin if there are other large communities that use the services of a Level 4 to sign their assessment rolls. When we were told we need a Level 4, she doesn't think it means in staff, 8:30 a.m. until 5:00 p.m., five days a week, full time.

Mr. Griffin advised that other communities do contract a Level 4 for assessment roll services. He said he can fulfill the guidelines required by the State. He explained

the reasons why he will not accept a one-year contract. He feels he can defend himself with the State with a two-year contract.

Mrs. Kowal is questioned if we need a full-time Level 4 because the State requires it. She thinks they just require a Level 4 and not a full-time person on staff.

Mr. Griffin responded they need a Level 4 to supervise the assessment rolls. He said that Harrison Township and Canton contract Level 4's.

Questions arose as to the number of hours Mr. Griffin would work under this contract.

Motion failed.

Mrs. Manzella and Mrs. Kowal voted "aye".

MOTION by Filar, supported by Flynn, to authorize the Township Supervisor to enter into and sign a Contract for Certifying Assessor Services to be provided to the Charter Township of Shelby as outlined and presented on the Contract submitted by Assessment Administration Services, L.L.C., for a two-year term commencing September 15, 2011 through September 15, 2013. The Contractual yearly sum of \$35,000 is to be paid semi-annually in the amount of \$17,500.

Mr. Wozniak said the contract states either the Township or Assessing Administration Services, LLC may terminate this contract with a thirty-day notice.

Motion carried.

Mrs. Manzella voted "nay".

**4. CPD PROPERTIES, INC. and GS ROUSSILLON, LLC request approval of an Industrial Development District Application for property located in Cherry Creek Corporate Park.**

Mr. Stathakis stated that a Shelby Township business owner is seeking a designation from the Township Board of Trustees that the property under consideration can be designated as an industrial development district. The property is located in Cherry Creek Industrial Park. It was recently acquired by the applicant who has a long history of success in Shelby Township and he believes he can attract new business to our community.

MOTION by Flynn, supported by Wozniak, that the Board of Trustees of the Charter Township of Shelby, County of Macomb, State of Michigan, approve the Adoption of an Industrial Development District for land situated in the Township of Shelby, County of Macomb, State of Michigan, in what is commonly known as "Cherry Creek Corporate Park" as described on the Public Hearing Notice as posted in the Source Newspaper on August 28, 2011.

Mrs. Kowal stated back in 2001, Mr. Griffin suggested that these districts not be created. At that time, Mr. Griffin drafted new guidelines, which were approved by the Board. The guidelines stated the Board would accept applications for the district and the exemption at the same time. The district would not be created without a specific business in mind. The district would be created at the same time the exemption certificate is applied for and when the certificate is submitted to the State and approved, the district would be terminated. She has no problem approving this request, but is wondering what the reason is for the change and if it is based on the economic times.

Mr. James Ahee of Macomb County Planning and Economic Development explained what the benefits are for Shelby Township. He feels the creation of this district will attract new businesses to the community and speed up the process for granting tax abatements and having the businesses locate to our Township.

Motion carried.



**CHARTER TOWNSHIP OF SHELBY  
MACOMB COUNTY, MICHIGAN**

**RESOLUTION ESTABLISHING INDUSTRIAL DEVELOPMENT DISTRICT**

Memorandum of a Resolution adopted at a regular meeting of the Township Board of the Charter Township of Shelby, Macomb County, Michigan, held in the Township Municipal Building, 52700 Van Dyke Avenue, Shelby Township, Michigan 48316 on **September 6, 2011 at 7:00 p.m.**, Eastern Standard Time.

**PRESENT: Members: Richard H. Stathakis, Terri Kowal, Paul Viar,  
Paula Filar, Michael Flynn, Lisa Manzella,  
Douglas Wozniak**

---

**ABSENT: Members: None**

---

The following preamble and resolution were offered by **Flynn** and supported by Member **Wozniak**:

**Whereas, GS Roussillon LLC, a Michigan limited liability company, and CPD Properties, Inc., a Michigan corporation,** hereinafter referred to as "Petitioner's", have requested the Township Board establish an Industrial Development District pursuant to the provisions of Act No. 198 of the Public Acts of 1974, as amended, hereafter referred to as "Act 198", for the properties herein described below; and

**Whereas,** the Charter Township of Shelby is a local governmental unit empowered to establish an Industrial Development District pursuant to Act 198;

**Whereas,** Petitioner's are the owner's of greater than seventy-five (75%) percent of the state equalized value of the industrial property located within the proposed Industrial Development District;

**Whereas,** the Township Board established **September 6, 2011**, at 7:00 p.m. as the date and time and the Township Municipal Building located at 52700 Van Dyke Avenue, Shelby Township, Macomb County, Michigan as the place for the holding of a public hearing on the question of whether an Industrial Development District should be established pursuant to the request of the Petitioner;

**Whereas,** the Township Board has given written notice of said hearing by certified mail to the owner of all real property within the proposed Industrial Development District and has caused notice of said hearing to be published on **August 28, 2011** in the SOURCE, a newspaper of general circulation with the Charter Township of Shelby.

**Whereas,** the Township Board has heard the comments of the owner of said real property, residents and taxpayers of the Township and others with respect to the establishment of an Industrial Development District;

**Whereas,** on October 2, 2001, the Township Board adopted Industrial Facilities Exemption "Guidelines" that require all requests for Industrial Development Districts and Industrial Facilities Exemptions be evaluated concurrently, pursuant to MCL 207.554 (Sec.4)

**Whereas,** as economic conditions have changed since the "Guidelines" were adopted, the Township Board desires to take exception from said "Guidelines", specific to this request, with the anticipation that it will facilitate new development, and create new jobs; and

**Whereas**, the Township Board finds that the request for the establishment of the Industrial Development District was filed before commencement of construction, alteration or installation of, or of an acquisition related to, any proposed new facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of the Charter Township of Shelby, Macomb County, Michigan:

1. That the Township Board hereby deems the establishment of an Industrial Development District to be beneficial to the residents of the Charter Township of Shelby.
2. That said District may result in increased employment and an eventual and substantial increase in the state equalized valuation of the Charter Township of Shelby.
3. That an Industrial Development District is hereby established pursuant to the provisions of Act No. 198 with the boundaries of said district being solely confined to the following described land situated in the Township of Shelby, County of Macomb, State of Michigan, to wit:

### **Part of Cherry Creek Corporate Park**

Units 6, 7, 14 through 24, 28, & 32 through 34 of the Cherry Creek Corporate Park Condominiums as described, pursuant to the Fifteenth Amendment of the Master Deed, Replat No. 12, as amended, recorded in Liber 18994, Pages 102-113, Macomb County Records; and as further amended by the Sixteenth Amendment of the Master Deed recorded in Liber 20552, Pages 718-725, Macomb County Records, and designated as Macomb County Subdivision Plan No. 613, together with rights in general common elements and limited common elements as set forth in the described Master Deed ( and Amendments) as described in Act 59 of the Public Acts of 1978, as amended.

Commonly Known as:

51795 Shelby Parkway,	Tax ID No. 07-14-101-006 Unit 6
52003 Shelby Parkway,	Tax ID No. 07-14-101-007 Unit 7
52265 Shelby Parkway,	Tax ID No. 07-14-101-014 Unit 14
52317 Shelby Parkway,	Tax ID No. 07-14-101-015 Unit 15
52371 Shelby Parkway,	Tax ID No. 07-14-101-016 Unit 16
52423 Shelby Parkway,	Tax ID No. 07-14-101-017 Unit 17
52477 Shelby Parkway,	Tax ID No. 07-14-101-018 Unit 18
52529 Shelby Parkway,	Tax ID No. 07-14-101-019 Unit 19
52583 Shelby Parkway,	Tax ID No. 07-14-101-020 Unit 20
52637 Shelby Parkway,	Tax ID No. 07-14-101-021 Unit 21
52691 Shelby Parkway,	Tax ID No. 07-14-101-022 Unit 22
52757 Shelby Parkway,	Tax ID No. 07-14-101-023 Unit 23
52887 Shelby Parkway,	Tax ID No. 07-14-101-024 Unit 24
11969 Shelby Tech,	Tax ID No. 07-14-101-028 Unit 28
Investment,	Tax ID No. 07-14-101-032 Unit 32
Investment,	Tax ID No. 07-14-101-033 Unit 33
Shelby Parkway,	Tax ID No. 07-14-101-034 Unit 34

**Also Including the following described land:**

PROPOSED FUTURE DEVELOPMENT OF CHERRY CREEK CORPORATE PARK PURSUANT TO THE 10TH AMENDMENT, THE 7TH REPLAT RECORDED IN LIBER 11448 PAGES 495-509. SEC 14, T3NR12E

Described as:

COMM AT CEN SEC 14, TH S87°32'38"W 986.52 FT; TH N01°34'05"W 1220.15 FT TO POB; TH S87°32'38"W 200.02 FT; TH S01°34'05"E 386.16 FT; TH S87°54'17"W 860.00 FT; TH N01°33'47"W 758.57 FT, TH NWLY 397.14 FT ALG AN ARC RAD 493.00 FT CB N24°38'26"W 386.49 FT, TH N47°43'05"W 412.47 FT, TH NWLY 247.31 FT ALG AN ARC RAD 307.00 FT, CB N24°38'26"W 240.67 FT, TH N01°33'47"W 100.43 N87°28'19"E 1603.05 FT; TH S01°34'05"E 1354.13 FT TO POB 46.711 AC

Commonly Known as: Vacant Tax ID No. 23-07-14-100-018

**AYES: Members: Flynn, Wozniak, Filar, Kowal, Manzella, Stathakis, Viar**

**NAYS: Members: None**

**RESOLUTION DECLARED ADOPTED.**

**PLANNING COMMISSION**

**5. STEPHEN DUCZYNSKI (Trilogy Health Services) requests:**

- a. approval, introduction and publication of amendment to Zoning Ordinance (Ordinance No. 212.87) to rezone property located near the southeast corner of 21 Mile Road and Schoenherr Road from R-1-B, One Family Residential, and O-2, Service Office, to R-6, Multiple Family Low Rise, and O-2, Service Office (Application #04-11).**

Mr. Glenn Wynn, Planning Director, advised there are two separate components to this request. The first is a request to rezone this 13 acre site from R-1-B, One Family Residential to R-6, Multiple Family Low Rise. The companion application is a request for special land use approval for an assisted living facility and skilled nursing facility, which would provide two separate buildings on the site. The rezoning and special land use are tied together very similarly to either a conditional rezoning or to a planned unit development. The change in land use is tied to a specific development for the site. Mr. Wynn feels this was a very well prepared application. Another unique factor was the involvement of the residents in the area initiated by the applicant done prior to the Planning Commission public hearing. The applicant reached out to the neighbors for their input. This is an appropriate transitional land use compatible with the abutting parcels. The applicant did a very good job in providing screening and separation from the existing neighbors to assure privacy to those living in the surrounding single family homes. This request received favorable and unanimous recommendation from the Planning Commission members.

MOTION by Wozniak, supported by Flynn, to concur with the recommendation of the Planning Commission and approve, introduce and publish an amendment to the text and map of the Charter Township of Shelby Zoning Ordinance (Ordinance Number 212.87) to rezone property near the southeast corner of 21 Mile Road and Schoenherr Road (parcel number 23-07-36-100-020) from R-1-B, One Family Residential and O-2 Service Office to R-6, Multiple Family Low Rise and O-2, Service Office for the following reasons:

1. The proposed land use plan accompanying this rezoning application is consistent with policies of the master plan that encourage the development of diverse housing opportunities for seniors.
2. Introduction of the R-6 zoning classification provides an appropriate land use transition that is compatible with the surrounding development pattern.
3. The companion application for site plan approval provides adequate separation and screening to protect the abutting single family homes to the east and south.
4. The architectural design of the proposed buildings is consistent with the abutting single family neighborhood.
5. The approval of the rezoning is dependent upon the special land use and can be rescinded by the township if Trilogy Health Care Services does not go forward with the site plan.

The following individuals expressed their comments/concerns regarding this issue:

Brent Freeman, 5792 Harlowe  
Pauline Holeton, 2392 Barclay Avenue  
John Holeton, 2392 Barclay Avenue

Mr. Wynn added this development will encompass two buildings. One will be specifically designated for memory care servicing dementia patients. The second component will have skilled nursing facilities as well as some assisted living. There will be 132 beds in total for both of these facilities.

Mr. Mike Powell representing the owner and developer made a brief presentation. He advised this is a multi-use facility. The building on the north side of the site along 21 Mile Road will accommodate patients with memory loss – both Dementia and Alzheimers. This will be a lock-down building where the patients will not leave the building unless accompanied by a staff or family member. The larger building at the south end is a combination skilled care facility which provides occupational and/or physical therapy. This is temporary care for approximately one to six months depending on the extent of the rehab. The assisted living will accommodate 40 beds and will be an elderly care facility. The patients live there for assistance in medical care and daily living. It is a seven day a week, 365 day a year facility which is tightly controlled. Trilogy has 66 campuses throughout the country and this is will be the third campus in Michigan. If approved by the Board, they would like to be in this facility this time next year.

Mr. Scott Holland representing Trilogy advised they are a very reputable company. They have been number one in Kentucky, Indiana and Ohio. They currently have a similar facility being built in Lapeer. Drawings of their facilities were presented for the Board's review. Their number one mission is the care and safety of the residents. Their facilities are highly staffed and they have a good track record.

Roll Call Vote: Ayes: Wozniak, Flynn, Kowal, Manzella,  
Stathakis, Viar, Filar  
Nays: none

Motion carried.

**b. STEPHEN DUCZYNSKI (Trilogy Health Services) requests Special Land Use approval for health care facility, located on the southeast corner of 21 Mile Road and Schoenherr Road (#11-15 (SLU-8)).**

MOTION by Wozniak, supported by Viar, to concur with the recommendation of the Planning Commission and approve special land use application #11-15 (SLU-8) and tree permit for Trilogy Health Care services to permit the development of a skilled nursing, memory care and assisted living facility at this site based on the following findings:

1. The proposed use represents an appropriate transitional land use between the abutting single family neighborhoods and the nonresidential development at the intersection of 21 Mile Road and Schoenherr Road.
2. The proposed site features including a single story building, substantial setbacks and generous landscaping and the preservation of existing mature trees further improves the relationship of this development to the abutting residential neighborhoods.
3. The project has direct access to both 21 Mile Road and Schoenherr.
4. This use will not generate nuisances for the abutting neighborhoods.
5. The approval is contingent upon approval of the required variance by the Zoning Board of Appeals.
6. A revised site plan shall be submitted to the Planning and Zoning Department addressing comments offered by the township departments and consultants.

The following individuals expressed their comments/concerns regarding this Issue:

Pauline Holeton, 2392 Barclay Avenue  
Tim Orbacki, 14236 Larkspur Lane  
John Holeton, 2392 Barclay Avenue

Mrs. Manzella felt these are attractive buildings. When reviewing the packets presented to the Board, she saw two objections from residents in the area. One resides on the east side of the street just south of the project. He didn't really object to the project itself but wanted the same services that are offered to commercial property, i.e. sidewalks and city water. Mr. Schoenherr from DPW and Mr. Freeman and Mr. Batchelder from the Sidewalk Committee are in the audience and perhaps they can look into these concerns. A resident on the west side of the street is concerned with increased traffic. She understands their concern since she has been out to the site on several occasions. Mrs. Manzella feels this development isn't as offensive of a use as other projects that can be developed there, such as a strip mall. Taking into consideration that there will be three adult care facilities within one square mile, this will bring on a little competition. They will have to be up to State regulations. Since we will have choices within a short distance from each other, this should work in our best interests in the long run.

Motion carried.

**6. MICHELE LOCHIRCO (Single Family Conversion Modification) requests Special Land Use approval for Briarwood Condominiums, located on north side of 25 Mile Road, east of Dequindre Road (#11-07 (SLU-3)).**

Mr. Wynn advised the applicant is requesting a change to a project that was originally approved by the Board and Planning Commission in 1987 and more recently in 1997. This particular change only affects Phase III of the project. The original approval for the entire project was for attached condominium units, similar to Phase I and Phase II. To attract a different market segment, the applicant is proposing to change the units in Phase III from 92 attached condominiums to 55 detached single family homes, which will result in a reduction in density. During this process, there was a significant opportunity for comments from the residents in the area. Significant issues were identified such as access to the site. Another access is being proposed on Dequindre when 50% of these sites are developed. Since single family homes tend to generate the greatest amount of traffic, we asked our traffic consultant to prepare an analysis of the situation and their response was basically equal. There was no significant change. However, to lessen the burden on the existing phases, the applicant agreed that during the development of this process they would build that second access road. Infrastructure of the site and drainage were addressed. Prior to building permits being issued and the final site plan being finalized, it will require his signature and Mrs. Thurber the engineer will review the site to make sure everything is in order. This was received very favorably and we received a unanimous recommendation for approval by the Planning Commission.

MOTION by Viar, supported by Wozniak, to concur with the recommendation of the Planning Commission and approve special land use application #11-07 (SLU-3) for Michele LoChirco proposing modifications to Briarwood Condominiums for the following reasons:

1. The introduction of detached single family homes in this phase of the Briarwood development is consistent with abutting subdivisions to the north, south and east.
2. The infrastructure necessary to support this phase has already been installed.
3. The conversion of multiple family to single family development will decrease the overall density of the project and improve its compatibility with surrounding development patterns.
4. The project, which is located to the East boundaries of the property and naturally isolated by the wetlands, will not adversely impact the existing multiple family portions of this development.
5. This new development will not create nuisances or the loss of privacy for any existing development in the vicinity of the site.
6. A revised site plan incorporating the following modifications suggested by the planning director, building director and township engineer will be required:

- a) A second driveway connection to Dequindre Road shall be required when 50 percent (27 homes) of the homes in phase 3 have obtained Building Department approval. This road will be completed with an eye toward future phase IV and V developments, the evolving resident demographics, and the probable need to provide further connection and/or separation between these and existing developments.
- b) Completion of a temporary construction road to Dequindre Road.
- c) Construction of a seven foot wide sidewalk along the 25 Mile Road frontage of the site unless documentation is provided from the applicable state or federal authorities that existing wetlands will prohibit the installation of this sidewalk.
- d) Permanent wetland identification markers for each site are required.
- e) Condominium documents must be amended to restrict the use of rear yards in the single family portion of this site for the following uses: accessory buildings, swimming pools, playground equipment and gardens. Decks and patios may be permitted provided that they do not encroach into any regulated wetlands.
- f) No setback variances are permitted for the following units: 1, 6, 8, 26 and 39. This restriction must be incorporated into the condominium documents.
- g) A uniform garage placement plan is required.
- h) An inspection of the existing roads and drainage systems by the township engineer is required to determine their adequacy to support the development of phase 3.
- i) Site plan modifications as indicated in the township engineer's letter of June 9, 2011 shall be incorporated into the revised site plan as appropriate and applicable.
- j) The condominium documents should obligate the owners of phase 3 to participate in the maintenance of the existing roads in the first two phases of the development. The parties have agreed that the Developer is responsible for road maintenance costs for units in Phase II he owns, as well as units planned and not yet built.
- k) A revised traffic study will be required when Phases IV and V are submitted for review by the Planning Commission. This analysis will include an evaluation of both traffic volume and type, to determine any evolving demographic changes within this development.

Mr. Dziadzio, 55212 Woods Lane, expressed his comments/concerns regarding this issue.

Mr. Viar asked who is responsible for the drain running in back of this property. Mr. Wynn responded that it is a county drain. He and Mrs. Thurber, our engineer, will meet and evaluate what needs to be done and who needs to be involved in the process. He will check to make sure the infrastructure will support what they are doing.

Mr. Wozniak pointed out that the first time this project was brought before the Planning Commission, it was tabled for deficiencies in the plan and for communication with the neighbors. The developer through Mr. Wright agreed to meet with the neighbors and address their concerns. These discussions took place, and the motion read by Mr. Viar incorporates items discussed at these meetings.

Mrs. Manzella is also concerned with the drainage and is confident that this issue will be addressed. There will be a problem with the drainage regardless of the development; however, she feels the problem will not be as great with less density, more green space and fewer units. Mrs. Manzella asked if the residents were notified and their concerns addressed. Mr. Wynn said they were notified and a couple of people who acted as spokespeople for the association listened to the concerns of the residents. Mr. Wynn and Mr. Wright met with them for about 1 ½ hours to satisfy the issues presented. The motion incorporates what had been discussed.

Mrs. Kowal asked for the size of the lots. Mr. Wynn stated the lots are about 90 feet wide with the appropriate setbacks. The lot depths are much deeper in some cases which is almost meaningless because you may have a lot that is 250 deep but a large portion may be wetlands. Restrictions were placed on these lots to let people know beforehand that a large portion of the land is not usable.

Motion carried.

7. **AMERICAN AND IMPORT AUTO PARTS** (auto recycling facility) requests **approval, introduction and publication of an amendment to the Zoning Ordinance** (Ordinance No. 212.88) to rezone property located on the **west side of Ryan Road, north of Auburn Road (47515 Ryan Road), for a change in zoning from LM, Light Manufacturing, to HM, Heavy Manufacturing.**(Application No. 03-11)

Mr. Wynn indicated this particular site is on the west side of Ryan north of Auburn Road. The petitioner is asking for a change in zoning from LM Light Manufacturing to HM Heavy Manufacturing. One unique aspect of this particular proposal is the ability to link the change in zoning with a specific development plan in a specific use. In this case, it is an auto recycling business. This particular site has been used as a landscaping contractor's yard for many years. There is a 10,000 square foot building on this site as well. It is shown on the Township's Master Plan for industrial improvement. In both the HM and LM zoning districts we do allow a considerable amount of outdoor storage. The difference is the scale of storage. The current use of this site in the long term has been for outdoor storage. He recalls the previous use as a landscape yard with mulch and piles of dirt. This created substantial nuisances for the single family homes on the east side of Ryan Road. The second factor that has influenced the Planning Commission's decision was that the soil conditions in this area may limit additional buildings on this site. We probably aren't looking at this site to be developed as an industrial subdivision. The applicant is proposing extensive exterior site improvements, including additional pavement on the site as well as screening on both sides. A masonry wall and landscaping will also be provided to screen the site from the residents on the east side of Ryan. These factors will not only improve the function of the site but its visual appearance as well. The Planning Commission has concluded that the site improvements and operational characteristics will link these two together and give us the assurance that what they are proposing is what will be built. If not, we have the opportunity to change the zoning back to its original classification.

MOTION by Filar, supported by Kowal, to concur with the recommendation of the Planning Commission and approve, introduce and publish an amendment to the text and map of the Charter Township of Shelby Zoning Ordinance (Ordinance Number 212.88) to rezone property on the west side of Ryan Road north of Auburn Road (parcel number 23-07-30-426-010; 47515 Ryan Road) from LM, Light Manufacturing to HM, Heavy Manufacturing for the following reasons:

1. This site and the surrounding uses to the north and south have been used for outdoor storage for many years.
2. Outdoor storage may be allowed with conditions in the LM, Light Manufacturing and HM, Heavy Manufacturing zoning districts.
3. Existing soil conditions in this area creates limitations to the development of additional industrial buildings.
4. The proposed redevelopment of this site is consistent with the master plan recommendations for Industrial Improvement Areas.
5. The proposed site improvements bring the site into improved compliance with applicable requirements of the zoning ordinance.
6. The landscaping and screening improvements proposed for this site will improve its relationship with the single family neighborhood located on the east side of Ryan Road.
7. The proposed use will not likely create nuisances for the abutting residential uses.

8. The statement of conditions as presented is to be incorporated by reference as conditions that are applicable to the site.
9. Approval of the change in zoning is further conditioned on compliance with the site development plan accompanying the application.

The following individuals expressed their comments/concerns regarding this issue:

Thomas Turner, 4524 Maeder  
John Holeyton, 2392 Barclay Avenue  
Pauline Holeyton, 2392 Barclay Avenue

Mrs. Filar pointed out that we had a similar request at the last meeting. We have recycling facilities but because we don't have a classification for that use, we have to call them junk yards. Junk yards are not allowed in light manufacturing so by nature of what it is it has to be put into heavy manufacturing, which doesn't fit it either. Mrs. Filar suggested that Mr. Wynn look into another zoning classification that allows auto recycling. The operation is done indoors. The landscaping drawings are beautiful and it looks more like a car dealership. They have bays and shelving on the inside, and it will be a clean and neat operation.

Roll Call Vote:        Ayes: Filar, Kowal, Manzella, Stathakis,  
                             Viar, Wozniak, Flynn  
                             Nays: none

Motion carried.

**8.     GS ROUSSILLON, LLC and CPD PROPERTIES, INC. requests a Tree Removal Permit, for property located on Shelby Parkway, south of 24 Mile Road in Cherry Creek Corporate Park.**

Mr. Wynn said this item is related to the request addressed earlier this evening with regard to the IDD for Cherry Creek Corporate Park. The applicant is proposing some tree removal along Shelby Parkway for the purpose of preparing the site for development and marketing purposes recognizing that they really don't give the appearance for industrial sites. Normally we limit tree removal only to sites where there has been site plan approval. We always have some reservations about tree removal without a site plan. However, he does understand Mr. D'Agostini's concern. They have met on site and Mr. D'Agostini indicated that tree removal will be limited to understory brush and any trees less than 12 inches in diameter. We would start with a 10-acre demonstration project so we can see how it looks and functions and then move forward from that point. He feels this is a reasonable approach.

Mr. Eugene D'Agostini advised he is attempting to create a park-like environment to enhance our community. He recently purchased the remainder of Cherry Creek Industrial Park which constitutes a 75-acre vacant land portion and two industrial buildings, one of which was recently leased to Kuka Robotics. He purchased the property in May of this year. The two buildings that he purchased sat vacant for over 10 years and within 30 days of his purchase he had a lease. This came after very aggressive marketing and promoting of the property. He is trying to continue that momentum by enhancing the marketability of the property. He is improving the view when driving on the freeway or through Shelby Parkway. Currently there is an overgrown wooded area with many damaged trees which is very unsightly. He is attempting to create a very inviting park-like setting similar to what we see on the Township municipal grounds.

MOTION by Flynn, supported by Viar, to approve a tree removal permit for GS Roussillon, LLC and CPD Properties, Inc. for property in the Cherry Creek Corporate Park. The tree removal shall be limited to understory brush and dead, damaged or poor quality trees less than twelve (12) inches in diameter. The first phase of the tree removal shall be limited to a demonstration area approved by the Planning Director not



to exceed ten (10) acres. Additional tree removal may be continued with the approval of the Planning Director.

Motion carried.

9. **ADAM COMMUNITY CENTER** requests a **Tree Removal Permit**, for property located at **3050 West Utica Road**.

Mr. Wynn said this request is limited in nature and it could be called a brushing permit. It is restricted to removing growth from the site for the purpose of doing a topographic survey in preparation for the submission of development plans.

MOTION by Viar, supported by Manzella, to approve a tree removal permit for Adam Community Center for property located at 3050 West Utica Road (parcel numbers 23-07-31-451-002 and 23-07-09-451-001) conditioned upon the following:

1. No tree over one (1) inch in diameter may be removed as part of this approval.
2. Orange fencing shall be installed along the east property line to separate this parcel from the adjoining parcel.
3. Inspection of the orange fencing by the Planning and Zoning Department shall be required prior to the issuance of the tree removal permit.

Motion carried.

#### **DEPARTMENTAL & COMMITTEE**

10. **SUPERVISOR** requests a Review and Discussion of the **Operational Assessment Report of the Shelby Township Police Department as prepared by Mark Nottley of Municipal Consulting Services, Inc.**

Mr. Stathakis advised this Board authorized Mr. Nottley of Municipal Consulting Services, Inc. to perform an evaluation of Police Department Operations to insure the costs are in order and that the department is able to sustain itself as we continue through these challenging times.

Mr. Nottley made a lengthy presentation highlighting his findings and offering cost saving suggestions.

Mr. Nottley stated we aren't coming out of this recession as quickly as anyone thought. Property values continue to go down and the Police Department is funded almost exclusively by property tax revenues. Also, there is a very large liability in the pre-funding for the retirement health care. He provided a multi-year approach to address that need. Mr. Nottley attempted to identify every cost savings opportunity that he could. He feels Shelby Township has a good public safety system.

Information to compile this study was provided from different agencies and personnel. Representatives of some neighboring police agencies have been interviewed regarding service outsourcing or cooperative arrangements. Representatives of several other Township departments have been interviewed or consulted regarding financial or personnel issues. A benchmark comparative survey of other police departments has been conducted. Expert sources have been consulted regarding particular operational issues. Other tasks have been performed to increase their knowledge of Shelby Township Police Department's operations.

Mr. Nottley pointed out that some recommended actions will require contract changes or labor accommodation. These recommendations cannot be immediately implemented. In this sense, the report is intended as a strategic plan – with cost savings to be achieved in both the short and long-term.

Mr. Nottley summarized the recommendations contained in his report.

The Chief of Police should prepare an implementation plan for the study's recommendations.

A Deputy Police Chief position should be created and the two captain positions eliminated.

The Desk Officer assignment should be eliminated.

The Chief of Police should investigate options for performance evaluation and move the department in this direction.

If finances worsen, the Shelby Township Police Department should consider modifying the current 2,184 hour scheduling system to 2,080 hours.

The Detective Bureau work schedule should be changed to require additional work days.

The Court Officer position should be eliminated.

The Shelby Township Police Department should investigate the potential benefits of combining narcotics operations with Sterling Heights.

Forfeiture funds should be more consistently budgeted for annual expenditures.

The Traffic Division work schedule should be changed to require additional work days.

Traffic Division officers should be included in the minimum manning calculations.

The Shelby Township Police Department should consider the hire of part-time clericals in the future. Job classification should also be redefined.

The Shelby Township Police Department should hire part-time dispatchers.

Centralized dispatch is a future option that should be fully explored.

Most current take-home car privileges should be ended.

Three non-patrol vehicles should be eliminated.

The Shelby Township Police Department should develop improved management and accounting controls for abandoned vehicle disposal and the auction process.

Mr. Nottley did not want to compromise any of these recommendations by suggesting cuts in patrol staff. Shelby Township currently has 4 different shifts of officers, with 12 officers per shift, totaling 48 officers. He will not recommend that the Township go below that level. He placed emphasis on maintaining the officers on the street. Mr. Nottley recommended staff reductions through attrition. There is no recommendation to immediately terminate anyone.

Mr. Nottley stated after performing this study, he concluded that he sincerely believes Shelby Township has a very good Police Department. The staff is made up of very committed and professional people. The overall cost and staffing of the department are fairly favorable when compared to other like-sized departments in Michigan and more specifically in the Detroit area.

The leadership in the Police Department is good. Morale and internal satisfaction with the Chief of Police's leadership and performance is at an acceptable level. The vast majority of interviewees or surveyed personnel responded positively to questions regarding internal morale.

Mr. Stathakis briefly addressed the cost savings that would be generated if these recommendations and changes were implemented.

MOTION by Viar, supported by Kowal, that the Board of Trustees of the Charter Township of Shelby receive and file the Operational Assessment Report of the Shelby Township Police Department as prepared by Mark Nottley of Municipal Consulting Services, Inc., and schedule a Work Session regarding same for a future date.

The following individuals expressed their comments/concerns regarding this issue:

Tim Orbacki, 14236 Larkspur  
Brent Freeman, 5792 Harlowe  
Ron Churchill, 52811 Mound  
Thomas Turner, 4524 Maeder

Questions of the residents were addressed by both Mr. Nottley and the Police Chief.

Motion carried.

Mrs. Kowal asked Mr. Nottley if there was any portion of this report that would not be releasable under FOIA. Mr. Nottley responded no, the report was already posted on line.

**11. CLERK and TREASURER request approval of Resolution Regarding Transfer of the 41A District Court.**

MOTION by Viar, supported by Kowal, to approve the Resolution Regarding Transfer of the 41A District Court, as presented.

Mr. Stathakis requested that the motion maker modify the paragraph of the Resolution denoted as #2 on Page 2 so it reads as follows: "Subject to Macomb's approval of the feasibility study and ability to offer and sell bonds for construction of a new District Court facility in Macomb. New language – and subject to Shelby Township residents rejecting in a public vote – 1) authorization to finance construction of a new court building and 2) authorization to finance the operation of a new court building in the next election whereby the residents of Shelby Township would not incur extra costs.

Mr. Viar and Mrs. Kowal did not agree to this change.

Mr. Viar said this would change the entire resolution. If Mr. Stathakis wanted it changed, he should have done it yesterday.

Mr. Stathakis respects Mr. Viar's opinion. He just wanted to insure that the residents of Shelby Township are involved in this resolution and that is why he wanted it taken to the vote of the people.

Mr. Flynn provided a synopsis of the Resolution. Basically, Macomb Township is looking for a gesture on our part to move this process along. This is not binding. We are saying we agree with the concept. We still have to sign off on the legacy cost agreement and everything else. All we are doing tonight is saying let's move the process forward.

The following individuals expressed their comments/concerns regarding this issue:

Thomas Turner, 4524 Maeder  
John Holeton, 2392 Barclay Avenue

Mr. Stathakis advised that we have some post-employment costs that need to be taken care of. We need to find how much of those costs Macomb Township would pay for and how much we are responsible for. According to this Resolution, if we pass this motion tonight, we would need to work out those differences. Once those differences

of post-employment costs could be worked out, if the judges want to take the Court to Macomb Township, then the process would be done.

Mr. Huth clarified if there is an agreement with Macomb Township on what the legacy and finance costs are and if we say to Macomb Township it is a done deal and we agree to this financial plan and Macomb Township does some things that it has to do regarding bonding and the feasibility study then yes. Based on this, and based on those two other variables, the Court would move.

Mr. Stathakis said what this resolution would do is hand over the Court to Macomb Township as long as the legacy costs can be resolved.

Mrs. Filar did not agree. Her understanding of the Resolution is this only says if they ever do get the Court stating that they can collect. Her understanding is that is what we are going to do if we should ever decide. This Resolution just says let's move the process forward, let them do whatever study they need to do. We don't make any decisions about going to the vote of the people and about what we are doing until after it comes back to us.

It was suggested by a resident that this item be tabled until such time the Board decides exactly what they are doing.

Mr. Huth explained there is no deal to move the Court unless the Township Board acts on this issue again.

Mrs. Filar stated the statement that we have to have a vote of the people doesn't have to be included in the Resolution since this has to come back to us.

Mr. Huth had a question. Is it the Board's understanding that we have come to an agreement and worked out all of the finances to move and then it goes before the vote of the people.

Mrs. Filar said Mr. Stathakis believes that language has to go in there because if they agree to legacy costs, they get to move the Court and we don't get the vote of the people.

Mr. Huth responded that was the intention of the language that was included in the Resolution. If the Township Board is satisfied with that kind of arrangement along with this Resolution, that would be the two components at our end to allow the Court to move. They have a lot to do on their end.

Mr. Huth said if the Board wanted to go to the vote of the people, the way to do that is not to agree to the economics of this deal until we have a vote of the people.

Mr. Stathakis wants this clarified because it says very clearly that if Shelby Township and Macomb Township reach an agreement regarding legacy costs, then Shelby Township will not request the 41A District Court to sit in Shelby until such time as the bonds issued by Macomb to construct the new Court facility in Macomb had been repaid. It means if Macomb takes a 20-year bond issue, we cannot go back to try to get the Court for 20 years. If we come to an agreement with the legacy costs, it's over. There's no vote of the people - it's over.

Mr. Huth suggested don't come to an agreement with respect to the legacy costs without a vote of the people. We need to have a vote of the people and then agree to the legacy costs. That is the process that should be used.

Mr. Viar asked if there is anything in this Resolution that precludes the vote of the people. Mr. Huth responded "no".

Mrs. Filar asked if the Resolution can state "if Shelby Township and Macomb Township reach an agreement" and leave out regarding legacy costs. Mr. Huth said yes. Mrs. Filar said then let's just take out "regarding legacy costs" and now everyone is happy.

It has to come back to us. We may not reach an agreement because we may decide to take it before the vote of the people.

Discussion followed among the Board members.

Mrs. Filar said this Resolution doesn't do anything except allow the process to move forward.

Mrs. Filar asked can the motion maker and supporter amend Item #2 and can we remove "regarding legacy costs" so that it would read "if Shelby and Macomb reach an agreement, then Shelby will not request the 41A District Court to sit in Shelby until such time as the bonds issued by Macomb to construct the new Court facility in Macomb have been repaid".

Mr. Huth asked that a similar change be made to the last "Whereas clause".

Mr. Viar and Mrs. Kowal agreed.

**CHARTER TOWNSHIP OF SHELBY  
RESOLUTION  
REGARDING TRANSFER OF THE 41-A DISTRICT COURT**

**WHEREAS**, the 41-A District Court ("District Court") includes the municipalities of Sterling Heights, Utica, Shelby Township and Macomb Township; and

**WHEREAS**, the City of Sterling Heights is served by its own courthouse; and

**WHEREAS**, the City of Utica ("Utica"), the Charter Township of Shelby ("Shelby") and Macomb Township ("Macomb") are served by a courthouse located in Shelby and

**WHEREAS**, the Chief Judge of the 41-A District Court has requested that the court serving Utica, Shelby, and Macomb relocate from Shelby to a new facility to be constructed in Macomb; and

**WHEREAS**, Macomb is conducting a District Court feasibility study ("feasibility study") to relocate the court to Macomb; and

**WHEREAS**, depending on the results of the feasibility study, Macomb is willing to assume the duties and obligation of the district funding unit and construct a new facility for the 41-A District Court serving Utica, Shelby and Macomb; and

**WHEREAS**, Macomb is willing to construct the District Court with all available modern technology, and provide this technology for features such as video arraignment, electronic search warrant processing, etc.; and

**WHEREAS**, in order to finance the relocation and construction of a District Court in Macomb, Macomb will issue general obligation bonds for a minimum of twenty (20) years and to a maximum of twenty-five (25) years, that guarantee payment of the bonds with the full faith and credit of Macomb; and

**WHEREAS**, in order to guarantee repayment of the bonds, Macomb must obtain the commitment from Shelby that the district court will not sit in Shelby until such time as the bonds issued by Macomb to finance the construction of the court have been repaid; and

**WHEREAS**, the Shelby Township Board of Trustees is vested with the power and authority to adopt this resolution and bind Shelby to the terms and conditions herein; and

**WHEREAS**, the Township of Macomb will rely upon Shelby's resolution in order to induce Macomb to issue bonds to finance the relocation and construction of a new court facility in Macomb; and

**WHEREAS**, Shelby Township is unable to commit to its obligations in this Resolution, until costs are finalized between Shelby and Macomb;

**NOW, THEREFORE, IT IS ORDAINED** by the Shelby Township Board of Trustees that:

1. Subject to Macomb's approval of the feasibility study and ability to offer and sell bonds for construction of a new District Court facility in Macomb; Macomb shall assume the duties and obligations of the District Funding Unit and construct a new facility for the 41-A District Court serving Utica, Shelby, and Macomb.
2. If Shelby and Macomb reach an agreement, then Shelby will not request the 41-A District Court to sit in Shelby until such time as the bonds issued by Macomb to construct the new court facility in Macomb have been repaid.

AYES: Stathakis, Kowal, Viar, Filar, Flynn

NAYS: Manzella, Wozniak

ABSENT: None

**RESOLUTION DECLARED ADOPTED.**

Mr. Stathakis said if this passes, he will meet with Mr. Huth to see when the election is scheduled. We will put together a business case and move this issue forward. Mrs. Kowal asked is he talking about an election that will not cost us money. He said yes. Mrs. Kowal said then that will be in August.

Discussion from the floor continued –

Norm Dziadzio, 55212 Woods Lane  
Clarence Cook, 50067 Chelmsford Court  
Tim Orbacki, 14236 Larkspur Lane  
Richard Batchelder, 4290 24 Mile Road  
Ron Churchill, 52811 Mound

Mrs. Filar clarified what had been discussed. Tonight we are not considering the issues relating to keeping the Court here. All we are doing is having the Resolution signed that gives Macomb Township some assurances that if we ever agree to let the Court go, we will not hold them up. This Resolution let's the process move forward. This will come back to us for further discussion.

Mr. Wozniak realizes this is a very frustrating issue for many people. On the other hand, there are people who do not follow Township issues at all. In his opinion, when reviewing the Resolution, he doesn't see anything contained in the Resolution that would benefit Shelby Township. There were no decisions being mandated by the people. We probably should make it non-binding. The Macomb feasibility study actually shows a Court making money. Our future feasibility didn't. For those reasons, he doesn't see any benefit for Shelby Township at all, and he will be voting against this Resolution or at least table it until it is clear.

Mr. Stathakis said he is happy with this process if it involves the vote of the people.

Mrs. Kowal said when she and Mr. Viar talked about this going on the agenda it was to have open discussion about the Court.

Mr. Stathakis referred to Mr. Wozniak's comment that the study showed Macomb making a profit. That was a study done by Plante & Moran. He wanted Mr. Wozniak to know that the numbers that our Director of Finance gave to the Board very clearly

state that expenditures had been more than revenue in 3 of the last 5 years. He would like the Board members to review the projections submitted regarding the Court.

Mrs. Kowal brought up Macomb Township's feasibility study by Plante & Moran. They only have one or two cars on the road at any given time. They hire the Sheriff's Department. They don't have a police department. Getting a third of our tickets would probably generate more money than the money they get currently from their Sheriff Department tickets. Utica writes as many tickets as Shelby Township. Getting a third of that is probably more money than they are making currently by far on the tickets generated from their one or two police cars on the road.

Mrs. Manzella agrees with some of Mr. Wozniak's comments. She reviewed both studies. There are differences between communities like Mrs. Kowal said. We just received Mr. Nottley's study on the Police Department. It cost Hazel Park \$200,000 more a year. If we have a bigger department, it may cost us \$400,000 a year. She would like to see the effect that the Court leaving would have on the Police Department. If we are going to be at another \$300,000 to \$400,000 loss, we may want to take a look at that. Once it goes to a vote of the people, let the people determine if we should agree to a Resolution with Macomb Township. This is doing both. We are signing this Resolution which really doesn't mean anything because we may take it to a vote of the people but we didn't decide that yet either. She thinks it is too ambiguous to vote on. She is not in favor of the Court leaving. She always felt that way and hasn't seen anything to change her mind. However, she doesn't think we should build them a \$20 million building, and she never has.

Mr. Wozniak felt changing the Resolution on the fly makes for a bad Resolution. For an item this important, we should take a little more consideration into putting it together. That is why he will be voting no.

Mr. Huth always envisioned that the action by the Board would be a two step process - this Resolution and an agreement with Macomb Township. The revisions made tonight didn't result in a change in his thoughts. It is still a two step process. It may now become a three step process. This Board may decide to take this matter out to a vote. Then we would come back and make an agreement with Macomb Township. Nothing will change unless the Board acts one or two more times on this issue.

Mrs. Manzella and Mr. Wozniak voted no.

**12. PRM DIRECTOR requests approval to accept the 2011-2012 contract with Suburban Mobile Authority for Regional Transportation (S.M.A.R.T.)**

MOTION by Viar, supported by Kowal, to accept the Municipal and Community Credit Contract for FY-2011/2012 with Suburban Mobile Authority for Regional Transportation (S.M.A.R.T.).  
Motion carried.

**13. FIRE CHIEF requests to purchase:**

**a. replacement Fire Hose Tester.**

MOTION by Flynn, supported by Manzella, to concur with the recommendation of Fire Chief Gene Shepherd and approve the purchase of one (1) Niedner #CDHT 2000 SS Delta Hydro Fire Hose Tester, from H.D. Edwards & Co., at the purchase price of \$3,870.00. Funds are available for this budgeted item in Line Item 206.340-981.500 Capital Outlay Equipment.

Mr. Churchill expressed his comments/concerns regarding this issue.

Motion carried.

**b. replacement Ambulance.**

MOTION by Filar, supported by Kowal, to concur with the recommendation of Fire Chief Gene Shepherd and approve the purchase of one (1) AEV Medium Duty Ambulance from the lowest bidder, Rolland Specialty Vehicles and Products Inc. (RSVP), American Emergency Vehicles, 5312 Telegraph Road, P.O. Box 6888, Toledo, OH 43612, at the purchase price of \$173,504.00. Funds are available for this budgeted item in Line Item 206.340-985.000 – Equipment Replacement.

The following individuals expressed their comments/concerns regarding this matter.

Thomas Turner, 4524 Maeder  
Ron Churchill, 52811Mound

Motion carried.

**14. ASSISTANT DPW DIRECTOR requests approval to join the Clinton River Watershed Council for years 2012, 2013 and 2014, and to contract with CRWC to provide Public Education and Outreach.**

MOTION by Manzella, supported by Filar, to concur with the following recommendations of David Miller, Assistant Director of Public Works:

Shelby Township joins the Clinton River Watershed Council through membership dues of \$5,000 per year for years 2012, 2013 and 2014;

Shelby Township contracts with the Clinton River Watershed Council to provide the necessary public education elements as required by NPDES Phase 2 Permit in the following amounts:

- contract year ending August 2012 \$4,500.00
- contract year ending August 2013 \$4,500.00
- contract year ending August 2014 \$4,500.00

Sufficient resources are available in fund 450 (NPDES – Cap Proj Waterways)

Mr. Schoenherr explained what this cost involved and how this plan benefits Shelby Township.

Mr. Dziadzio, 55212 Woods Lane, expressed his comments/concerns regarding this issue.

Motion carried.

### **TOWNSHIP ANNOUNCEMENTS**

Mr. Flynn made the following recreational announcements:

Registration is continuing for the 2011-2012 Shelby Parks & Rec Basketball Season for boys and girls in grades 1 and up.

There are a few spots left for boys and girls who are ages 4-6 and 5-7 for the Fall Pee Wee Tee and Modified T-ball/Coach Pitch League. Games are at Ford Central Park.

The Halloween Boo Bash is a free event for children ages 10 and under scheduled for Saturday, October 15, 2011 from 1:00 p.m. until 3:00 p.m. on the municipal grounds.

For further information or to register for any of these events, call the Parks & Recreation Office at 586-731-0300 or visit their website at [www.shelbyparksandrecreation.org](http://www.shelbyparksandrecreation.org).

Mrs. Kowal announced that "Passport Day" will be held on Saturday, September 17 from 10:00 a.m. until 3:00 p.m. at the Clerk's Office.



Mrs. Manzella stated that this is the first fundraiser for the American Cancer Society Relay For Life of Shelby Township for 2012. This is a girl's night out. Join them on Thursday, October 20 for dinner, conversation and Bunco. Prizes will be awarded. Proceeds from this event will benefit the American Cancer Society Relay for Life. This event will be held at the VFW Hall, 8311 Wilson Drive. Registration is at 5:00 p.m., dinner at 6:00 p.m. and Bunco is at 7:00 p.m. There is a cash bar available and a 50/50 raffle. Tickets are sold in advance only for \$30. Call Ann at 586-703-0428 or Diana at 586-781-8452.

On Wednesday, September 21, the Shelby Macomb Daybreakers Kiwanis Club will be hosting an educational meeting. Hilary Davis, the author of the "History of Shelby Township" will be the speaker. This is a breakfast meeting that will be held at 7:30 a.m. at the Marcus Grill Restaurant on Van Dyke at 25 ½ Mile Road. RSVP by calling Joanne Paletti at 586-731-5800.

Mr. Wozniak announced that the Shelby Township Farmer's Market turnout continues to be very strong this year. They are open from 9:00 a.m. to 2:00 p.m. every Saturday at the Packard Proving Grounds.

### **BUSINESS FROM THE FLOOR**

The following individuals expressed their comments/concerns regarding various issues:

Tim Orbacki, 14236 Larkspur Drive  
Thomas Turner, 4524 Maeder  
Pauline Holeton, 2392 Barclay Avenue  
John Holeton, 2392 Barclay Avenue  
Norm Dziadzio, 55212 Woods Lane  
Ron Churchill, 52811 Mound  
Brent Freeman, 5792 Harlowe

### **CLOSED SESSION**

#### **15. Discussion of MDNRE v. Charter Township of Shelby with Township Attorney.**

MOTION by Kowal, supported by Flynn, to recess to Closed Session to discuss MDNRE v. Charter Township of Shelby with Township Attorney.

Roll Call Vote: Ayes: Kowal, Flynn, Manzella, Stathakis,  
Viar, Wozniak, Filar  
Nays: none

Motion carried.

Meeting recessed at 12:12 a.m.

Meeting reconvened at 12:26 a.m.

Roll Call: Richard Stathakis, Terri Kowal, Paul Viar,  
Paula Filar, Michael Flynn, Lisa Manzella,  
Douglas Wozniak

MOTION by Wozniak, supported by Manzella, to move forward as discussed in Closed Session regarding the case of MDNRE v. Charter Township of Shelby.

Motion carried.

MOTION by Manzella, supported by Kowal, to adjourn.  
Motion carried.

The meeting adjourned at 12:26 a.m.

Utica-Shelby Kiwanis Club

**September 2, 2011**

**To: Terri Kowal  
City Clerk  
Charter Township of Shelby  
Municipal Office  
52700 Van Dyke Ave.  
Shelby Twp, MI 48317**

**Dear Terri:**

**I am requesting a Peddler's Permit for our Utica-Shelby Kiwanis Peanut Drive. We plan to sell peanuts at store-front locations on the following weekends:**

- **September 23, 2011 – September 25, 2011**
- **September 30, 2011 – October 2, 2011**
- **October 21, 2011 – October 23, 2011**

**A copy of our insurance certificate naming the Township as an additional insured will be available and forwarded to you next week. I may be reached at 586-215-1240 or through e-mail at [janet.harrell@idlbiz.com](mailto:janet.harrell@idlbiz.com) with questions or concerns.**

**Additionally, we would like the Township of Shelby to consider declaring Friday, September 23, 2011 as Kiwanis Peanut Day for the township. Please let me know what other information you need to present to the board for this to be considered.**

**Thank you for your assistance in helping ensure a successful 2011 Utica-Shelby Kiwanis Peanut Drive.**

**Sincerely,**

**Janet Harrell  
VP Utica-Shelby Kiwanis  
3415 West Utica Rd.  
Shelby Twp., MI 48317**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: 31

DATE (MM/DD/YYYY)

09/07/11

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> Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46280 Donald J. Thompson Jr.		<b>800-678-0361</b>  <b>317-817-5151</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: KIWAN03</b>
<b>INSURED</b> <b>Kiwanis International</b> <b>All Clubs and Their Members</b> <b>Insured Local Club:</b> <b>Utica</b> <b>Janet Harrell</b> <b>3415 W Utica Road</b> <b>Shelby Township, MI 48317</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Lexington Insurance Company</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	<b>NAIC #</b> <b>019437</b>

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

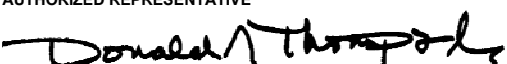
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		013136005	11/01/10	11/01/11	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
A	<input checked="" type="checkbox"/> Agg Per District						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> Liquor Liability			013136005	11/01/10	11/01/11	GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>Lqr, Liab</b> \$ <b>1,000,000</b>
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			013136005	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> \$3,000,000 Agg						\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	<input checked="" type="checkbox"/> Self Insured Retention			013136005	11/01/10	11/01/11	All Claim <b>75,000</b>

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

Certificate Holder is named as Additional Insured as respects General Liability regarding the following Kiwanis event: Kiwanis Peanut Drive on 9/23-25/11; 9/30-10/2/11 & 10/21-23/11 (setup/take down, rain date(s)included)

**CERTIFICATE HOLDER****CANCELLATION**

<b>ALLCERT</b>  Charter Township of Shelby Municipal Office 52700 Van Dyke Ave Shelby Township, MI 48317	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 
-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2009 ACORD CORPORATION. All rights reserved.

# Planning & Zoning Department

## **TOWNSHIP BOARD AGENDA**

**September 20, 2011**

---

**Adoption and publication of Zoning Ordinance Amendment number 212.87 for Stephen Duczynski (Trilogy Health Services) requesting a change in zoning from R-1-B, One Family Residential, and O-2, Service Office, to R-6, Multiple Family Low Rise, and O-2, Service Office, for property located near the southeast corner of 21 Mile Road and Schoenherr Road.**

### **Proposal Description**

The application for rezoning proposes the rezoning of the property from R-1-B, One Family Residential and O-2, Service Office to R-6, Multiple Family Low Rise and O-2 Service Office. The application for special land use approval proposes the development of the site for a housing and medical complex consisting of assisted living, skilled nursing and memory care facilities.

Two free-standing building are proposed with a combined floor area of approximately 140,000 square feet. These two buildings have an overall capacity of 132 beds. The site plan provides access to both 21 Mile Road and Schoenherr Road. The Schoenherr Road frontage of the site is undeveloped and planned for future office development.

Both proposed building are a single story in height and contain a mixture of materials including brick, vinyl siding and asphalt shingles. Substantial greenbelts are provided along the eastern and southern property lines where the site abuts existing single family homes.

### **Site Features**

The property encompasses 13.8 acres of land and has irregular boundaries. The parcel has 379 feet of frontage on 21 Mile Road and 627 feet of frontage on Schoenherr Road. The topography of the site is relatively flat with no significant changes in elevation. Existing vegetation is limited to scattered groupings of trees distributed across the site.

### **Surrounding Development**

The area proximate to the site is developed predominantly for detached single family homes. The only exception to this pattern includes the parcels adjacent to the intersection of 21 Mile Road and Schoenherr. Three of the four corners of the intersection are occupied by nonresidential uses (office, party store and bank). Several single family homes share common property lines with this site to the east and south.

### **Zoning Pattern**

This existing zoning pattern mirrors the land uses described above. The intersection parcels are zoned office and commercial. The abutting property is zoned single family except for the bank at the southeast corner of 21 Mile Road and Schoenherr which is zoned O-2, Service office.

A portion of this site was zoned to O-2 several years ago. The rezoning occurred in anticipation of the development of the site for a government office. A site plan for this project, however, was never submitted. This rezoning application proposes the realignment of the O-2 district so that it extends in a north-south direction the entire length of the Schoenherr Road frontage of the site. This new zoning pattern anticipates the future development of one or more professional offices to serve the nursing home residents.

**Zoning Ordinance Standards**

A more restricted range of land uses are allowed in the multiple family zoning districts (R-3 through R-12). The principal difference between these different multiple family districts is the density of development that is permitted. In the requested R-6 district, the maximum permitted density is six units per acre. The range of permitted and special land uses allowed in the multiple family zoning districts are noted in the following table.

<b>Section 9.40 Multiple Family Residential District (R-3 – R-12)</b>	
<b>Permitted Uses</b>	<b>Special Land Uses</b>
▪ <b>Single family homes if abutting SF</b>	▪ <b>Age-restricted adult housing</b>
▪ <b>Two family homes</b>	▪ Churches and private schools
▪ <b>Apartments</b>	▪ Colleges
▪ <b>Multiplexes</b>	▪ <b>Nursing and skill nursing homes</b>
▪ <b>Townhouses</b>	▪ Detached one-family planned projects
▪ <b>Accessory buildings and uses</b>	▪ Group child care homes
▪ <b>State licensed residential</b>	▪ Hospitals and emergency care
▪ <b>Family child care homes</b>	▪ Golf courses
	▪ Nursery schools and day care
	▪ Planned Unit Developments
	▪ Private Clubs
	▪ Private non-commercial recreation
	▪ Public buildings, recreation and utilities

The rezoning of the site to a multiple family classification is a necessary prerequisite to the development of this site for a skilled nursing home and assisted living which may be allowed as a special land use in this zoning classification.

**Master Plan**

The new master plan offers an important reference point for evaluating all rezoning applications. This particular site is located in an area defined as a Suburban Moderate Density Residential Neighborhood.

Suburban areas as defined by the master plan represent the most common kind of character that exists in the township. This character area is typified by single purpose use areas, single family subdivisions and corridor commercial development. Appropriate land uses within this master plan designation consist primarily of detached single family homes. Civic and public buildings, schools, churches, and similar uses may also be appropriate at different locations.

Other chapters of the master plan contain policies that have some relevance to the proposed development of this site. Chapter Two of the plan identifies population characteristics and trends that have an influence on future land use patterns. One of these influences is the continued aging of the township's population and the need to respond with more diverse housing choices. One of these options includes facilities offering skilled nursing assisted living.

Several goals and objectives referenced in Chapter Three of the master plan recognize these demographic trends and support the need for more diverse housing options for seniors. These policy statements are offered below.

- Demand for new housing is created by household growth. Demographic projections indicate that the bulk of household growth over the next two decades will come from one and two person households, generating a different demand for housing.
- Create and protect strong neighborhoods that endure as diverse, attractive and hospitable places in which to reside.
- Provide diverse opportunities that accommodate the needs of residents of all stages of life.

### **Summary**

The Township Board approved the introduction of this zoning amendment on September 6, 2011. A notice of introduction was published in The Source newspaper on September 11, 2011.

H:\Board\Trilogy Health Care Rezoning (adoption).doc

# Planning & Zoning Department

**TOWNSHIP BOARD AGENDA**

**September 20, 2011**

---

**Adoption and publication of Zoning Ordinance Amendment number 212.88 for American and Import Auto Parts; requesting a change in zoning from LM, Light Manufacturing, to HM, Heavy Manufacturing, for an auto recycling facility; 47515 Ryan Road (west side of Ryan Road, north of Auburn Road).**

## **Project Overview**

This application proposes the rezoning of a 9.35 acre site located on the west side of Ryan Road, north of Auburn Road from LM, Light Manufacturing to HM, Heavy Manufacturing. The application included a conditional rezoning agreement that links the change in zoning to the site plan included with the application package.

## **The Conditional Rezoning Option**

The state legislature amended the applicable zoning enabling acts in 2004 to give local units of government the authority to approve conditional rezoning applications. Normally rezoning applications are more general in nature and require the community to consider if the proposed rezoning site is an appropriate location for all of the uses which would be permitted under the requested district.

The conditional rezoning process allows the community to focus more directly on a specific use and site improvements or other related conditions that may benefit the abutting neighborhood. Appropriate conditions may include offsite improvements related to the development of the site for its intended use, modifications to building heights, increased setbacks, enhanced landscaping and/or screening, and hours of operation among others.

This application proposes the reuse of this site for an auto salvage and recycling business with the retail sale of auto parts. A detailed site plan has been provided proposing site improvements intended to support the reuse of the site for this particular business.

A revised conditional rezoning agreement was provided along with the application. This agreement references the site improvements reflected in the proposed site plan. It further describes how the business will be operated relative to the dismantling and storage of vehicles.

## **Site Characteristics and Surrounding Development**

The subject parcel encompasses 9.35 acres located on the west side of Ryan Road between Auburn Road and Hamlin Road. The parcel has 307 feet of frontage and a depth of 1,325 feet. A two story 9,600 square foot office building and parking lot occupies the easterly portion of the site near Ryan Road. The balance of the site is used for outdoor storage. The site was used for many years for a landscape supply company.

The abutting property to the north, south and west is currently being used for industrial purposes and is uniformly zoned LM, Light Manufacturing. These uses are characterized by considerable outdoor storage. The east side of Ryan Road is zoned R-1-B and is occupied by a residential neighborhood with single family homes fronting Ryan Road.

## **Zoning Requirements**

When evaluating a change in zoning from one classification to another it is useful to consider the purpose of each district, the list of uses that are permitted and the applicable development standards for each. The statement of intent for the LM and HM districts is included below.

- The LM, Light Manufacturing district is designed to primarily accommodate industrial operations conducted wholly within a building and whose external effects are restricted to the area of the district and in no manner impact in a detrimental way any of the surrounding districts.
- The HM, Heavy Manufacturing district is established for manufacturing, assembling and large scale or specialized industrial operations whose external physical effects will be felt to some degree by surrounding districts. The district is so structured so as to permit, in addition to light manufacturing uses, the manufacturing, processing and compounding of semi-finished or finished products from raw materials.

One of the main distinctions between these two manufacturing districts is the quantity and type of outdoor storage that is permitted. Outdoor storage may be allowed in the LM district either as a permitted or special land use depending on the quantity of land used for this purpose. Junk yards including the storage of wrecked motor vehicles or mobile equipment, however, are specifically prohibited from the LM zoning district. Junk yards may only be permitted in the HM, Heavy Manufacturing District as a special land use subject to compliance with the standards of Section 13.30 as noted below.

1. Such use shall be completely enclosed by a masonry or pre-cast wall not less than eight feet in height.
2. The wall referenced above shall be setback not less than 75 feet from the front site line, as specified in Section 11.30.C.2.a
3. The area between the front wall and the front site line shall be completely landscaped and maintained with grass or coniferous trees or shrubs or a combination thereof.
4. No retail sales or storage shall be permitted in the required front yard setback.
5. Portions of the site used for the delivery of vehicles shall be screened from view of the road or surrounding parcels.
6. Parking shall be permitted only within the fenced enclosure.

## **Master Plan Relationship**

This site is located in an area of the township that is designated as an industrial improvement area. Included in this area are older industrial areas along Auburn, Hamlin and 23 Mile Road. These older industrial areas have the potential to nurture new enterprises. The intent of this character area is to gradually improve the appearance of these areas while retaining them as cost-effective locations to support new and existing businesses in the township. Appropriate land uses in this area include light industrial and production uses. Outdoor storage or an outdoor component of the industrial uses may be appropriate in these areas.

## **Summary**

The Township Board approved the introduction of this zoning amendment on September 6, 2011. A notice of introduction was published in The Source newspaper on September 11, 2011.



# Planning & Zoning Department

**TOWNSHIP BOARD AGENDA**

**September 20, 2011**

---

**Central Park Planned Unit Development Setback Modification for property located at 49253 St. Nichols.**

The owner of this lot in the Central Park Planned Unit Development (PUD) requests approval of a modest side yard setback encroachment of approximately 12 inches. A portion of the overhang along the side lot line encroaches into the required side yard setback of 5 feet.

The lot size and setback requirements applicable to this PUD were established by the Township Board as part of the approval process. Unlike similar setback variance requests that are commonly considered by the Zoning Board of Appeals, modifications to the lot development requirements established for this PUD require Board approval.

Section 2.3 of the approved PUD agreement offers the following procedure for considering modifications to this agreement:

*“Grand/Sakwa shall adhere to the general plan reflected in the Approved Plans regarding the total land areas, right-of-way, landscaping, sidewalks and roads and shall comply with all conditions of development as set forth in this agreement. However, it is recognized that there may be modifications of the plans that are dependent on practical needs and difficulties, topography and the like. Therefore, minor modifications to the Approved Plans, including lot or unit dimensions and setbacks as specified in this Agreement, not inconsistent with the spirit of this Agreement, may be made without the necessity of amending this Agreement so long as Grand/Sakwa follows the procedures as specified in the Township’s PUD ordinance for approval. The Township shall not unreasonably withhold or delay approval of those modifications, the parties recognizing that this is a living plan.”*

Multiple modifications to the PUD agreement have been authorized by the Board since these plans were originally approved in 2002. This particular request is relatively modest in scope and will not adversely impact the abutting home the closest point of which is approximately 20 feet from this proposed unit.

H:\Board\Central Park PUD Amendment (49253 St. Nicholas).doc

# Variance Request Letter

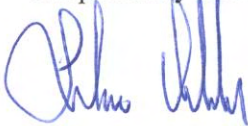
Re: 49253 St. Nichols –Shelby Twp 48316

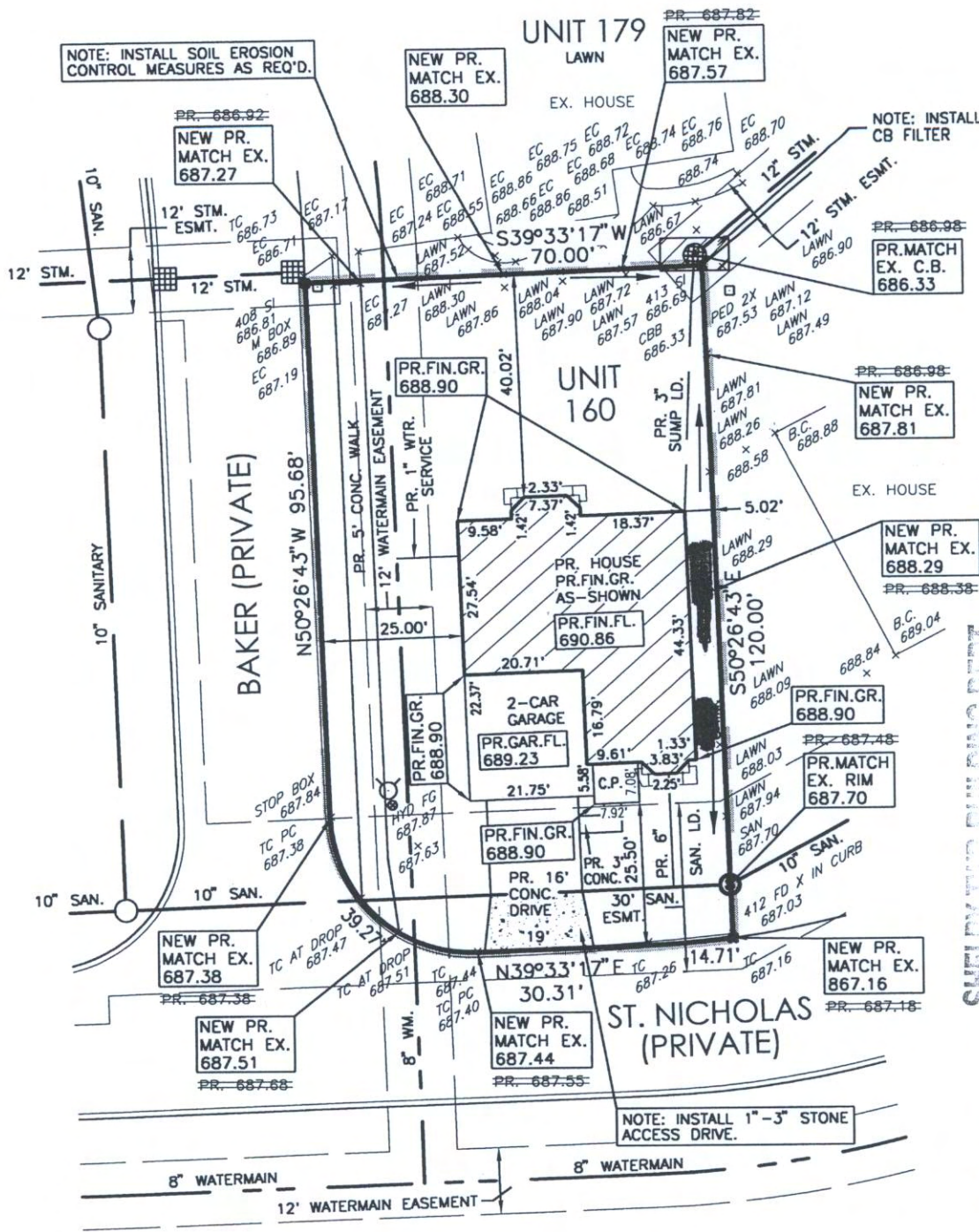
Date: 9/7/11

Dear Board of Members,

I am requesting a variance based on the narrow size of the lot which is a corner site requiring a 25' setback on the south side and a 5' setback on the north side for a total of 30 on a 70' wide lot. The house is 40' which is a uncommonly narrow home and continued reduction would make it unusual at best. The lot side yard setback is 5.02", which meets the setback not including the overhang. In respecting the public safety, welfare and fire hazard is not an issue because the neighbor's house is over 20 feet at the closest point and 35 feet at the furthest point. We voluntarily reduced the overhang to 12" as opposed to 18" per the plan. Also, as noted on page A-6 detail c-c, we have added an additional fire-stop method (no vents at overhang and 5/8 type x gypsum on plywood). We respectfully request that this variance be granted.

Respectfully submitted,





NOTE: INSTALL SOIL EROSION CONTROL MEASURES AS REQ'D.

NOTE: INSTALL CB FILTER

NOTE: INSTALL 1"-3" STONE ACCESS DRIVE.

NOTE: PROPOSED SETBACKS AS SHOWN ARE TO FOUNDATION AND GARAGE WALLS ONLY. OVERHANGS ARE NOT INCLUDED.

NOTE: PR. AIR CONDITIONING UNITS CAN ONLY BE INSTALLED IN REAR OF HOUSE PER TOWNSHIP ORDINANCE.

NOTE: ALL UTILITY EASEMENTS WERE DERIVED FROM THE CONDOMINIUM PLANS SUPPLIED BY ATWELL-HICKS, INC. FENN & ASSOCIATES ASSUMES NO RESPONSIBILITY FOR CHANGES THAT MAY OCCUR IF ANY AND THE EFFECT THIS CHANGES MAY HAVE ON THIS PLOT PLAN.

- PR. 000.00 = PROPOSED GRADE
- 000.00 = EXISTING GRADE
- PR. 000.00 = PROPOSED GRADE
- = C.B. FILTER
- = SOIL EROSION CONTROL MEASURES
- = PROPOSED DOWNSPOUTS LOCATION (PER CLIENT)

ZONED: R-1-B

BENCHMARK: TOP OF BRASS C. IN CLAY MONUMENT RADIUS POINT F TRACK.

ELEV: 688.39 U.S.G.S. DATUM.

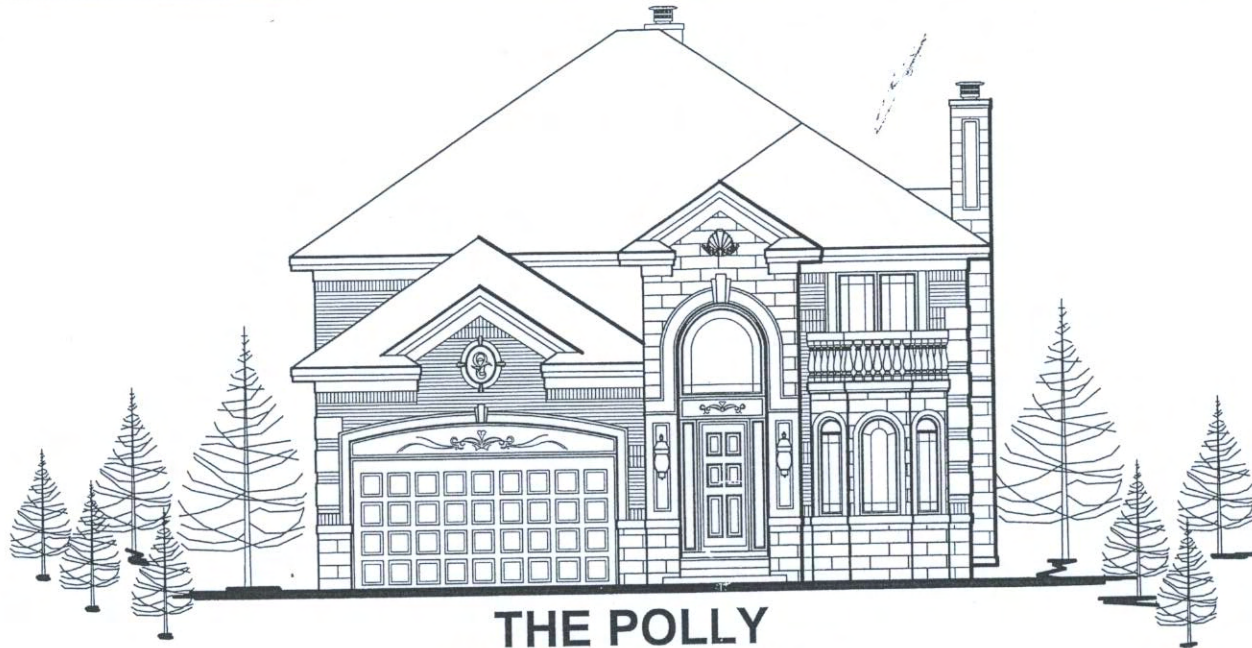


ADDRESS: 49253  
PARCEL ID#: 23-07

CHIMNEY EXHAUSTED - EXCESS WINDOW MOVED  
 1/16/18

UNIT 161

REVISIONS  
 1. 10/11/18  
 2. 11/11/18  
 3. 11/11/18  
 4. 11/11/18  
 5. 11/11/18  
 6. 11/11/18  
 7. 11/11/18  
 8. 11/11/18  
 9. 11/11/18  
 10. 11/11/18  
 11. 11/11/18  
 12. 11/11/18  
 13. 11/11/18  
 14. 11/11/18  
 15. 11/11/18  
 16. 11/11/18  
 17. 11/11/18  
 18. 11/11/18  
 19. 11/11/18  
 20. 11/11/18  
 21. 11/11/18  
 22. 11/11/18  
 23. 11/11/18  
 24. 11/11/18  
 25. 11/11/18  
 26. 11/11/18  
 27. 11/11/18  
 28. 11/11/18  
 29. 11/11/18  
 30. 11/11/18  
 31. 11/11/18  
 32. 11/11/18  
 33. 11/11/18  
 34. 11/11/18  
 35. 11/11/18  
 36. 11/11/18  
 37. 11/11/18  
 38. 11/11/18  
 39. 11/11/18  
 40. 11/11/18  
 41. 11/11/18  
 42. 11/11/18  
 43. 11/11/18  
 44. 11/11/18  
 45. 11/11/18  
 46. 11/11/18  
 47. 11/11/18  
 48. 11/11/18  
 49. 11/11/18  
 50. 11/11/18  
 51. 11/11/18  
 52. 11/11/18  
 53. 11/11/18  
 54. 11/11/18  
 55. 11/11/18  
 56. 11/11/18  
 57. 11/11/18  
 58. 11/11/18  
 59. 11/11/18  
 60. 11/11/18  
 61. 11/11/18  
 62. 11/11/18  
 63. 11/11/18  
 64. 11/11/18  
 65. 11/11/18  
 66. 11/11/18  
 67. 11/11/18  
 68. 11/11/18  
 69. 11/11/18  
 70. 11/11/18  
 71. 11/11/18  
 72. 11/11/18  
 73. 11/11/18  
 74. 11/11/18  
 75. 11/11/18  
 76. 11/11/18  
 77. 11/11/18  
 78. 11/11/18  
 79. 11/11/18  
 80. 11/11/18  
 81. 11/11/18  
 82. 11/11/18  
 83. 11/11/18  
 84. 11/11/18  
 85. 11/11/18  
 86. 11/11/18  
 87. 11/11/18  
 88. 11/11/18  
 89. 11/11/18  
 90. 11/11/18  
 91. 11/11/18  
 92. 11/11/18  
 93. 11/11/18  
 94. 11/11/18  
 95. 11/11/18  
 96. 11/11/18  
 97. 11/11/18  
 98. 11/11/18  
 99. 11/11/18  
 100. 11/11/18



## THE POLLY

### 49253 ST. NICHOLAS SHELBY TWP., MACOMB COUNTY, MICHIGAN

#### GENERAL NOTES

- DO NOT SCALE DRAWINGS - USE GIVEN DIMENSIONS - ONLY.
- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. IF DISCREPANCIES OCCUR, CONTRACTOR SHALL NOTIFY ARCHITECT IF NECESSARY.
- CONTRACTOR SHALL CONSTRUCT THIS PROJECT IN ACCORDANCE WITH THE LATEST MICHIGAN BUILDING CODE 2006, MECHANICAL CODE AND LATEST EDITION OF THE NEC CODE.
- APPROVED FIRE STOP MATERIAL SHALL BE PROVIDED IN ALL DROPS & CHASES FOR ELECTRICAL, PLUMBING, & HEATING.
- VERIFY LOCATION OF FURNACE & WATER HEATER WITH MECHANICAL CONTRACTOR.
- SMOKE DETECTORS SHALL BE AC/DC & INTERCONNECTED WITH ONE ANOTHER.
- HEADERS, JOISTS & RAFTERS SHALL BE NO 2 SPF OR BETTER.
- MIN LUMBER FB = 1250 PSF BENDING STRESS.
- DOUBLE OR LADDER JOISTS UNDER ALL PARALLEL PARTITIONS.
- ALL WINDOW SIZES SHOWN ARE APPROX. UNIT SIZES ONLY (i.e. 80x30x0-07XK 8-07). BEDROOM WINDOWS MUST MEET EMERGENCY EGRESS REQUIREMENTS. MANUFACTURERS TO VERIFY SIZES.
- ALL FIRST LEVEL INTERIOR DOORS ARE TO BE 2'-0" x 8'-0" (MIN.) 1ST. FLR. WINDOW HEIGHT IS 8'-0" A.F.F. (MIN.). SECOND FLOOR DOORS ARE TO BE 2'-0" x 8'-0" (MIN.). 2ND. FLR. WINDOW HEIGHT IS 8'-0" A.F.F. (MIN.).
- PRE-DRAINAGED ROOF BEAMS ARE SHOWN ON ROISE VERSA LAM 2.0 8/00 8".
- ALL GLASS IN HAZARDOUS LOCATIONS MUST COMPLY WITH HEGC 2004
- ALL INTERIOR STUD WALLS ARE TO BE 3/4" CONSTRUCTION UNLESS OTHERWISE NOTED. ALL EXTERIOR STUD WALLS TO BE 2x6 CONSTRUCTION UNLESS OTHERWISE NOTED.
- TRUSS MANUFACTURER TO VERIFY ROOF FRAMING & NOTIFY ARCHITECT OF ANY DISCREPANCIES
- FINISHED FLOOR MATERIALS BY OWNER.
- POINT LOADS SHALL NOT BE ALTERED WITHOUT NOTIFYING ARCHITECT.
- 24" HIGH ROOF RAILING BALUSTERS. CLEAR OPENINGS MUST BE LESS THAN 4" DIA. TYPICAL.
- ALL STAIRS TO HAVE HEAD HEIGHT OF 8'-0" CLEAR MINIMUM.
- ALL LINEN CLOSETS TO HAVE BOTTOM SHELF ON 8 1/2" FURNISH.

- PROVIDE SOFFIT (STEAM TRAP) OVER SHOWER & TUB (MIN FOR BUILDER/OWNER SPEC.)
- PROVIDE OUTSIDE COMBUSTION AIR FOR ALL FIREPLACES.
- LOCATE ATTIC ACCESS TO SUIT & MEET LOCAL CODE.
- VERIFY LOCATION OF FURNACE WATER HEATER AND OTHER MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR.
- FIRST FLOOR LIVE LOAD: 40 P.S.F. LIVE  
SECOND FLOOR LIVE LOAD: 40 P.S.F. LIVE  
FIRST FLOOR DEAD LOAD: 10 P.S.F. DEAD (50 P.S.F. WITH GRANTED)  
SECOND FLOOR DEAD LOAD: 10 P.S.F. DEAD (50 P.S.F. WITH GRANTED)  
ROOF LOAD: 41 P.S.F. TOTAL  
FLOORS WITH TILE OR STONE TO BE DESIGNED WITH DEFLECTION LIMITS OF 1/400 ALL OTHERS @ L/500.
- IRRADIATION R-VALUES:  
ROOF: R-21  
WALLS: R-21  
CEILING LOCATIONS: R-11  
FLOORS OVER UNCONDITIONED SPACES UNDER SLABS (WHERE REQUIRED): R-11
- 1/2" THIN BRICK ADHERED TO WOOD FRAMED CHIMNEY AT ALL INTERIOR FIREPLACES WITHOUT FOOTINGS.

#### MASONRY NOTES

- MASONRY CONSTRUCTION AND MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF "SPECIFICATION FOR MASONRY STRUCTURES (ACI 530) LANCE & HIS ASS'Y" PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE, DETROIT, MICHIGAN EXCEPT AS MODIFIED BY THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS.
- MASONRY SHALL BE TESTED FOR NO EMPLOYER/SCIENCE.
- TYPE "S" MORTAR.
- 8" BRICK. COLOR SELECTION BY OWNER. BRICK TECHNICAL DATA SHALL BE SUBMITTED TO ARCHITECT FROM SUPPLIER. MORTAR JOINTS SHALL BE CONCAVE.
- ARCHITECT APPROVAL IS REQUIRED FOR ALL LIMESTONE DETAILS. SHOP DRAWINGS TO BE SUBMITTED BY MANUFACTURER / SUPPLIER PRIOR TO BEGINNING OF THE JOB.
- PROVIDE KEEF HOLES @ 32" O.C. AND 6" ABOVE GRADE.

#### FOUNDATION GENERAL NOTES

- DO NOT SCALE DRAWINGS, USE GIVEN DIMENSIONS.
- ALL FOOTINGS SHALL BE PLACED ON FIRM UNDISTURBED SOIL. FOOTING DESIGN BASED ON MIN. 2000 PSF SOIL BEARING CAPACITY.
- FOOTINGS & WALLS COMPRESSIVE STRENGTH SHALL BE 5000 PSI MIN. AT 28 DAYS. ESSENTIAL LABS 2300 PSI. GARAGE SLABS & OTHER EXTERIOR PLATFORMS 5200 PSI.
- CONCRETE REINFORCING BARS SHALL BE A.S.T.M. A-615 GRADE 60. MIN.
- STEEL FABRICATION & ERECTION SHALL MEET ALL A.I.S.I. CODES.
- ALL DAMAGED WALLS SHALL BE BRACED PRIOR TO PLACING BACKFILL.

#### DESIGN DATA

- GENERAL CONTRACTOR TO COMPLY WITH THE FOLLOWING APPLICABLE CODES:
- MICHIGAN RESIDENTIAL BUILDING CODE 2004
  - MICHIGAN MECHANICAL CODE 2004 (MFCG)
  - MICHIGAN PLUMBING CODE 2004 (MPCG)
  - MICHIGAN ELECTRICAL CODE BASED ON 2008 NEG. IV PART 8 AMENDMENTS
  - MICHIGAN UNIFORM ENERGY CODE 2006 (MUEC)
  - USE GROUP R
  - CONSTRUCTION CLASS: SB

#### SHEET SCHEDULE

SHEET #	SHEET TITLE & DESCRIPTION
T-1	TITLE SHEET
<b>ARCHITECTURAL PLANS</b>	
A-1	FOUNDATION PLAN ROOF PLAN
A-2	FIRST FLOOR PLAN SECOND FLOOR PLAN
A-3	ELEVATIONS (SOUTHWEST) AND (NORTHEAST)
A-4	ELEVATIONS (SOUTHWEST) AND (NORTHEAST)
A-5	BUILDING SECTION 'A'
A-6	GARAGE SECTION 'B' WALL SECTIONS 'C' AND 'D'
S	SHEAR WALL DETAILS
<b>ELECTRICAL PLANS</b>	
E	FIRST AND SECOND FLOOR ELECTRICAL PLANS

AREA	FINISH
MAIN LEVEL	487 SQ. FT.
SECOND LEVEL	1238 SQ. FT.
<b>TOTAL LIVING AREA</b>	<b>1725 SQ. FT.</b>
UNFINISHED BASEMENT	487 SQ. FT.
GARAGE	498 SQ. FT.
<b>TOTAL AREA</b>	<b>4684 SQ. FT.</b>

BILLED FOR	DATE
BUILDING PERMITS	8/22/11
COPIES	8/23/11

**ARCHITECTURAL DESIGN**  
**RESIDENTIAL COMMERCIAL INDUSTRIAL**  
 G.A.V. & ASSOCIATES, INC.  
 3147 NORTHWESTERN PKWY., SUITE #2  
 ANN ARBOR HILLS, MI 48106  
 (734) 965-4188  
 FAX (734) 965-4188  
 EMAIL: GAV@GAVASSOCIATES.COM



TROYBRIDGE HOMES CONST., L.L.C.  
 2871 BEACON HILL DR.  
 ANN ARBOR HILLS MI.  
 734-955-0555

PROPOSED RESIDENCE FOR  
**THE POLLY**  
 SHELBY TWP., MICHIGAN

OWNER	DESIGNER
BKA	GA

SCALE: 1/4"=1'-0"

FILE NAME: H10007-1

JOB # 11055

SHEET TITLE

TITLE SHEET

SHEET #  
**T-1**

REVISION NO.	DATE
1	08/22/11
2	09/28/11

**ARCHITECTURAL**  
RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL

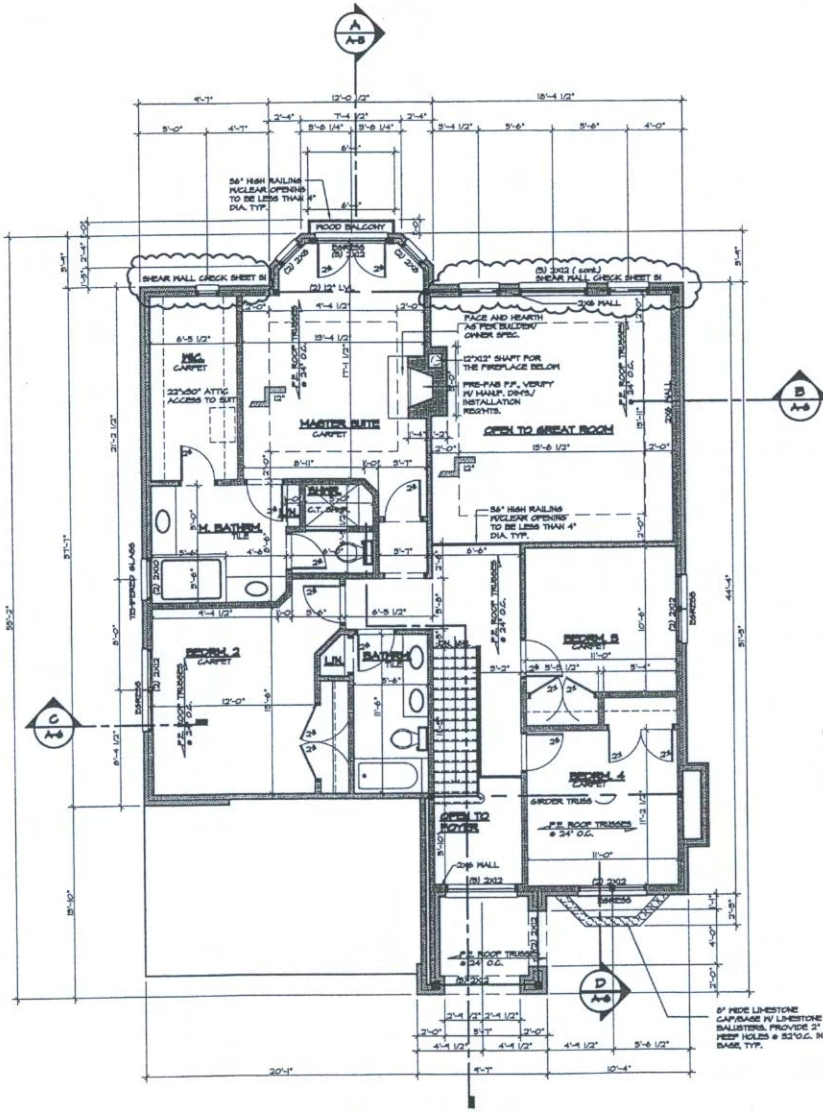
G.A.V. & ASSOCIATES, INC.  
1107 NORTHWEST HWY., SUITE #17  
TAMMERTON HILLS, TN 38384  
(615) 885-4113  
FAX (615) 885-4114  
EMAIL: GAVAS@GAVASCO.COM



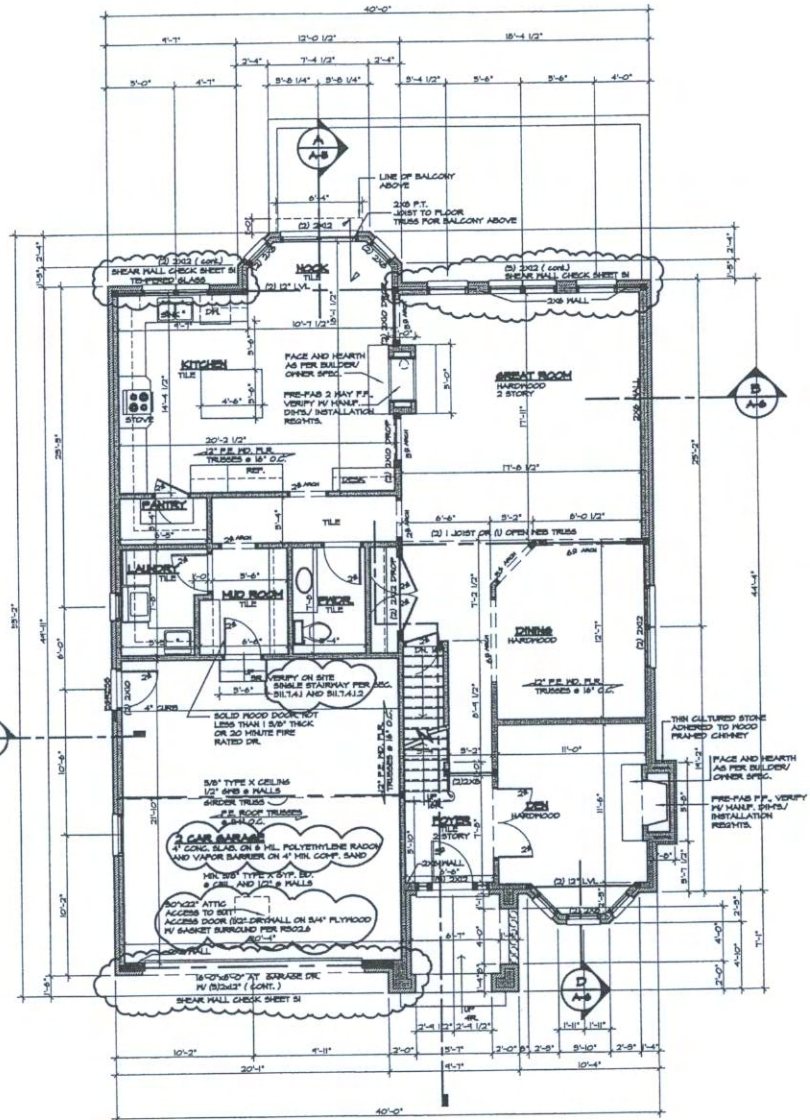
TROBRIIDGE HOUSES CONST., LLC  
2817 BEACON HILL DR.  
AUBURN HILLS, MI  
506-955-0855

PROPOSED RESIDENCE  
THE POLLY  
SHELBY TWP., MICHIGAN?

DESIGNER	BA	BA	BA
SCALE	1/4"=1'-0"		
FILE NAME	11086A-2		
JOB #	110850		
SHEET TITLE	FIRST AND SECOND FLOOR PLANS		
SHEET #	A-2		



**SECOND FLOOR PLAN**  
SCALE: 1/4"=1'-0"  
1223.D.E.



**FIRST FLOOR PLAN**  
SCALE: 1/4"=1'-0"  
1461.D.E.

# ***MEMO***

---

## **SHELBY TWP. BUILDING DEPARTMENT**

**DATE:**            **SEPTEMBER 12, 2011**

**TO:**               **CHARTER TOWNSHIP BOARD OF TRUSTEES**

**FROM:**           **TIM WOOD, BUILDING DIRECTOR**

**RE:**               **DTE EASEMENT AGREEMENT FOR NEW POLICE BUILDING  
(CONSENT AGENDA)**

---

Attached please find the following copies to be submitted as documents supporting the request for the DTE easement agreement to provide power, service and cable for the new Police Building. The easement agreement has been reviewed by the Township attorney and engineer, and they recommend approval.

1. electronic copy of recommendation for easement agreement from the engineer
2. a draft of the DTE easement agreement
3. 2 pages of graphic design

cc

**FAZAL KHAN & ASSOCIATES, INC.**

Civil Engineers & Land Surveyors

Fazlullah M. Khan, P.E., MSCE  
Donald H. King, P.S.  
Carol P. Thurber, P.E.

August 31, 2011

Board of Trustees  
Charter Township of Shelby  
52700 Van Dyke Ave  
Shelby Township, MI 48316

Re: Recommendation for DTE Easement Agreement  
Shelby Township Police Station  
FKA Project No. ST-10084

Dear Board Members:

Our office has reviewed the attached DTE easement documents and agrees that the easement terms and descriptions are reasonable and accurate. Therefore, we recommend executing the easement.

If you have any questions, please do not hesitate to call.

Sincerely,

Fazal Khan & Associates, Inc.



Tina Vaglica, PE

Enclosure: DTE Easement Document with Exhibit A

M:\Shelby Township\Projects\2010\10084\Documents\lit-03 recommendation of execution.doc

43279 Schoenherr Road • Sterling Heights, MI 48313  
(586) 739-8007 • Fax (586) 739-6994 • E-mail: [general@fazalkhan.com](mailto:general@fazalkhan.com)

**Detroit Edison Underground Easement (Right of Way) No. 32233042-32233045**

On \_\_\_\_\_, 2011, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, and across a part of Grantor's Land called the "Right of Way Area".

**"Grantor" is:** The Charter Township of Shelby, whose address is 52700 Van Dyke, Shelby Township, MI 48316

**"Grantee" is:** The Detroit Edison Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226  
AT&T 100 MAIN ST. ROOM 314, MT. CLEMENS, MI. 48043  
COMCAST 6095 WALL ST. STERLING HEIGHTS, MI. 48312

**"Grantor's Land" is in the NW 1/4 of Section 15, Shelby Township, County of Macomb, and State of Michigan, and is described as follows:**

**Lot 46 Supervisor's Plat of Disco as recorded in Liber 17, Page 12, of Plats, Macomb County Records Except the North 77.80 Feet of the West 190.0 Feet; also, Town 3 North, Range 12 East, Section 15; Beginning at the Northwest corner of the South 1/2 of Northwest 1/4 Section 15; thence South 88° 21' 15" East 2637.85 Feet; thence South 165.21 Feet along the North-South 1/4 Line of Section 15; Thence North 88° 21' 15" West 2637.85 FT; Thence North 165.21 Feet along the West line of Section 15 to the point of beginning; Except the West 60 Feet for Road Right of Way; 20.40 AC.**

**Tax Identification Number(s): 07-15-126-009**

**More commonly known as: 52530 Van Dyke Shelby Township, MI. 48316**

**The "Right of Way Area" is a Ten (10') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's land in the approximate location described as follows:**

**EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
- 4. Excavation:** Pursuant to 1974 Public Act 53, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
- 5. Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee will not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.



**Detroit Edison Underground Easement (Right of Way) No. 32233042-32233045**

**6. Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements whatsoever, including, but not limited to, paving, roadways, parking areas, parking islands, sidewalks, curbing, gutters, fences or landscaping such as trees, bushes, flowers or grass located within the Right of Way Area that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

**7. Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

**8. Indemnity:** Grantor shall indemnify, defend and hold harmless Grantee, its agents and employees, from and against any and all liabilities; obligations; damages; penalties; claims; costs; damages or injuries to the personnel, equipment or facilities of Grantee or its employees, agents, contractors or subcontractors within the Right of Way Area; charges; losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against Grantee, its agents or employees by reason of the negligent actions or omissions or willful misconduct of Grantor or its agents, employees, contractors, or subcontractors in connection with Grantor's activities in the Right of Way Area.

**9. Exemptions:** Exempt under MCL 207.505(a) and MCL 207.526(a).

**10. Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.

**Grantor(s):**

The Charter Township of Shelby

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

Name: \_\_\_\_\_

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

(if Grantor is an entity)

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of The Shelby Township Building Authority, a public corporation incorporated under 1948 PA 31.

Notary's  
Stamp \_\_\_\_\_

Notary's  
Signature \_\_\_\_\_

Acting in \_\_\_\_\_ County, Michigan

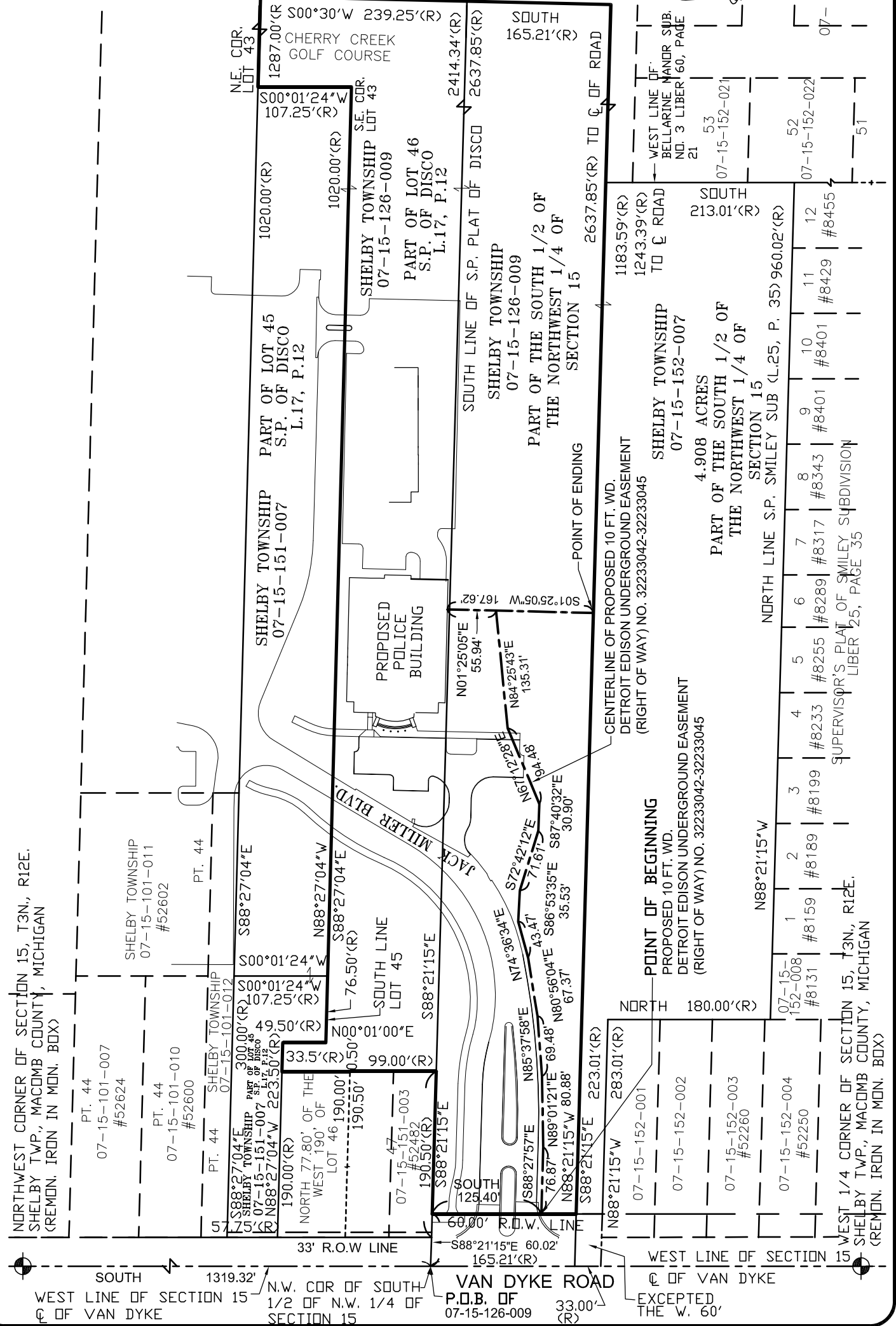
**Drafted by and when recorded, return to:** Chris Cavanagh, DTE Energy, 15600 19 Mile Rd, Clinton Township, MI. 48316

# DETROIT EDISON UNDERGROUND EASEMENT (RIGHT OF WAY)

## NO. 32233042-32233045

### "EXHIBIT A"

#### SKETCH OF EASEMENT



CLIENT <b>SHELBY TOWNSHIP</b>	PROJECT NO. ST-10084	FIELD BOOK 000
	DATE 08-31-2011	SHEET 1 OF 2
SCALE 1" = 140'	DRAWN BY M.I.	CHECKED BY T.V.

**FAZAL KHAN & ASSOCIATES, INC.**  
**CIVIL ENGINEERS & LAND SURVEYORS**  
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313  
 PHONE (586) 739-8007 FAX (586) 739-6994  
[WWW.FAZALKHAN.COM](http://WWW.FAZALKHAN.COM)

M:\Shelby Township\Projects\2010\10084\dwg\10084 DTE ESMT.dwg, DTE EASE, 8/31/2011 11:27:28 AM, Maniyou

**DETROIT EDISON UNDERGROUND EASEMENT (RIGHT OF WAY)  
NO. 32233042-32233045  
"EXHIBIT A"  
DESCRIPTION OF EASEMENT**

**DESCRIPTION 23-07-15-126-009 (FROM RECORD)**

LOT 46; EXCEPTING NORTH 77.80 FT. OF WEST 190.00 FT OF "SUPERVISOR'S PLAT OF DISCO" A SUBDIVISION OF PARTS OF, (SOUTHWEST 1/4 OF SECTION 10, SOUTHEAST 1/4 OF SECTION 9, NORTHEAST 1/4 OF SECTION 16 AND NORTHWEST 1/4 OF SECTION 15) TOWN 3 NORTH, RANGE 12 EAST, SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN AND ALSO, PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 12 EAST, DESCRIBED MORE PARTICULARLY BEGINNING AT NORTHWEST CORNER OF SOUTH 1/2 OF NORTHWEST 1/4 OF SECTION 15; THENCE S88°21'15"E 2637.85 FT; THENCE SOUTH 165.21 FT. ALONG NORTH & SOUTH 1/4 LINE OF SECTION 15; THENCE N88°21'15"W 2637.85 FT; THENCE NORTH 165.21 FT. ALONG WEST LINE OF SECTION 15 TO POINT OF BEGINNING; EXCEPTING WEST 60 FT. FOR RIGHT OF WAY. CONTAINING 20.40 ACRES.

**DESCRIPTION OF PROPOSED 10 FT. WIDE DETROIT EDISON UNDERGROUND EASEMENT (RIGHT OF WAY) NO. 32233042-32233045**

THE CENTERLINE OF A 10 FT. WIDE DETROIT EDISON UNDERGROUND EASEMENT (RIGHT OF WAY) NO. 32233042-32233045 IS DESCRIBED AS A PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 12 EAST, SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1319.32 FEET ALONG THE WEST LINE OF SECTION 15; THENCE S88°21'15"E 60.02 FEET; THENCE SOUTH 125.40 FEET TO THE POINT OF BEGINNING; THENCE EXTENDING S88°27'57"E 76.87 FEET; THENCE N89°01'21"E 80.88 FEET; N85°37'58"E 69.48 FEET; THENCE N80°56'04"E 67.37 FEET; N74°36'34"E 43.47 FEET; THENCE S86°53'35"E 35.53 FEET; THENCE S72°42'12"E 71.61 FEET; THENCE S87°40'32"E 30.90 FEET; THENCE N67°12'28"E 94.48 FEET; THENCE N84°25'43"E 135.31 FEET; THENCE N01°25'05"E 55.94 FEET; THENCE S01°25'05"W 167.62 FEET TO THE POINT OF ENDING.

M:\Shelby Township\Projects\2010\10084\dwg\10084 DTE ESMT.dwg, DTE EASE, 8/31/2011 11:26:03 AM, Marliou

CLIENT SHELBY TOWNSHIP	PROJECT NO. ST-10084	FIELD BOOK 000
	DATE 08-31-2011	SHEET 2 OF 2
SCALE NTS	DRAWN BY M.I.	CHECKED BY T.V.



**FAZAL KHAN & ASSOCIATES, INC.**  
**CIVIL ENGINEERS & LAND SURVEYORS**  
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313  
 PHONE (586) 739-8007 FAX (586) 739-6994  
[WWW.FAZALKHAN.COM](http://WWW.FAZALKHAN.COM)

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Fund: 101 - General Fund</u>									
<u>Account: 299.903 - Planning&amp;Zoning Consult-PassThru</u>									
14882 - BIRCHLER ARROYO ASSOCIATES INC	2011 241	Traffic Impact Meijer Gas Station	Edit		09/01/2011	09/21/2011		09/21/2011	830.00
Account Total: Planning&Zoning Consult-PassThru			1 Invoice Transaction(s)						\$830.00
<u>Account: 451.001 - Building Permits</u>									
1623 - ANDERSON'S INSTALLATION SERVICE INC	11 66330	REFUND OF APPL FEE - 5057 WOODBERRY	Edit		08/03/2011	09/21/2011		09/21/2011	25.00
Account Total: Building Permits			1 Invoice Transaction(s)						\$25.00
<u>Account: 610.000 - Planning Fees</u>									
14882 - BIRCHLER ARROYO ASSOCIATES INC	2011 240	Traffic Impact Study for American & Import Auto Parts	Edit		09/01/2011	09/21/2011		09/21/2011	760.00
14882 - BIRCHLER ARROYO ASSOCIATES INC	2011 243	Traffic Impact Study Trilogy Health	Edit		09/01/2011	09/21/2011		09/21/2011	950.00
Account Total: Planning Fees			2 Invoice Transaction(s)						\$1,710.00
<u>Department: 101 - Legislative</u>									
<u>Account: 900.000 - Printing &amp; Publishing</u>									
1130 - INDEPENDENT NEWSPAPERS	3964508	7-20-11 BOT Work Session Minutes	Edit		08/28/2011	09/21/2011		09/21/2011	24.75
1130 - INDEPENDENT NEWSPAPERS	3964509	7-19-11 BOT Regular Minutes	Edit		08/28/2011	09/21/2011		09/21/2011	123.75
1130 - INDEPENDENT NEWSPAPERS	3968012	Budget Hearing Notice	Edit		08/28/2011	09/21/2011		09/21/2011	30.25
1130 - INDEPENDENT NEWSPAPERS	3969717	8-2-11 BOT Regular Minutes	Edit		08/28/2011	09/21/2011		09/21/2011	85.25
1130 - INDEPENDENT NEWSPAPERS	3971738	Budget Hearing Notice	Edit		08/28/2011	09/21/2011		09/21/2011	30.25
1130 - INDEPENDENT NEWSPAPERS	3971752	Public Hearing Notice IDD's	Edit		08/28/2011	09/21/2011		09/21/2011	66.00
Account Total: Printing & Publishing			6 Invoice Transaction(s)						\$360.25
Department Total: Legislative			6 Invoice Transaction(s)						\$360.25
<u>Department: 171 - Supervisor</u>									
<u>Account: 726.600 - Uniform Exp</u>									
19449 - CONTRACTORS CLOTHING CO	7237888	Uniform Order Ee #10093	Edit		08/23/2011	09/21/2011		09/21/2011	46.98
Account Total: Uniform Exp			1 Invoice Transaction(s)						\$46.98
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
25218 - SPECIALTY UNDERWRITERS LLC	TS3091 5D	Equip Maint Oct 2011	Edit		08/22/2011	09/21/2011		09/21/2011	46.16

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	40.38
		Account Total: Office Supply & Printing	2 Invoice Transaction(s)						\$86.54
		<u>Account: 955.000 - Other Expenses</u>							
2754 - MPC AWARDS	46064	Randazzo Plaque	Edit		08/23/2011	09/21/2011		09/21/2011	100.95
		Account Total: Other Expenses	1 Invoice Transaction(s)						\$100.95
		Department Total: Supervisor	4 Invoice Transaction(s)						\$234.47
		<u>Department: 191 - Elections</u>							
		<u>Account: 726.000 - Operating Supplies</u>							
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	124.70
		Account Total: Operating Supplies	1 Invoice Transaction(s)						\$124.70
		Department Total: Elections	1 Invoice Transaction(s)						\$124.70
		<u>Department: 208 - Nature Center</u>							
		<u>Account: 807.208 - Program/Speakers</u>							
11476 - J&J ACE HARDWARE 1	14889	Craft Camp journal posts 20-wing nuts	Edit		08/08/2011	09/21/2011		09/21/2011	7.40
		Account Total: Program/Speakers	1 Invoice Transaction(s)						\$7.40
		<u>Account: 808.208 - Cust/Maint Cont Svc Nature Ctr</u>							
24947 - PETS AND THINGS LLC	750153	NC pet food	Edit		07/24/2011	09/21/2011		09/21/2011	103.00
24947 - PETS AND THINGS LLC	744505	NC pet food	Edit		08/25/2011	09/21/2011		09/21/2011	74.00
7857 - STONE'S ACE HARDWARE	42012	bolt & screw	Edit		08/05/2011	09/21/2011		09/21/2011	3.28
11476 - J&J ACE HARDWARE 1	15100	Display case bit drill and nuts and bolts	Edit		08/30/2011	09/21/2011		09/21/2011	6.58
		Account Total: Cust/Maint Cont Svc Nature Ctr	4 Invoice Transaction(s)						\$186.86
		<u>Account: 920.000 - Utilities</u>							
24351 - A T & T	810 R017685 0911	NATURE CENTER TI LINE	Edit		09/01/2011	09/21/2011		09/21/2011	221.36
		Account Total: Utilities	1 Invoice Transaction(s)						\$221.36
		Department Total: Nature Center	6 Invoice Transaction(s)						\$415.62
		<u>Department: 209 - Assessing</u>							
		<u>Account: 726.000 - Operating Supplies</u>							
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	169.48
		Account Total: Operating Supplies	1 Invoice Transaction(s)						\$169.48
		<u>Account: 810.600 - IT Licensing &amp; Maint</u>							

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
5201 - COSTAR REALTY INFORMATION, INC.	101757289	Comps Proff 9/01/11-9/30/11	Edit		09/02/2011	09/21/2011		09/21/2011	250.00
5201 - COSTAR REALTY INFORMATION, INC.	101754726	Comps Proff 8/17/11-8/31/11	Edit		08/31/2011	09/21/2011		09/21/2011	120.97
Account Total: IT Licensing & Maint			2 Invoice Transaction(s)						\$370.97
Department Total: Assessing			3 Invoice Transaction(s)						\$540.45
<u>Department: 210 - Legal</u>									
<u>Account: 811.000 - Legal Fees</u>									
25540 - GIARMARCO MULLINS & HORTON PC	832330000B88	TAX TRIBUNAL MATTERS	Edit		08/19/2011	09/21/2011		09/21/2011	272.00
25540 - GIARMARCO MULLINS & HORTON PC	83233062B23	ANTONIA MGMT CO	Edit		08/19/2011	09/21/2011		09/21/2011	96.80
25540 - GIARMARCO MULLINS & HORTON PC	83233059B25	GIANT INVESTMENT CO	Edit		08/19/2011	09/21/2011		09/21/2011	128.00
25540 - GIARMARCO MULLINS & HORTON PC	83233044B29	ISO SORTING & PACKAGING, LLC	Edit		08/19/2011	09/21/2011		09/21/2011	1,968.00
25540 - GIARMARCO MULLINS & HORTON PC	83233051B40	FDC INVESTMENTS	Edit		08/19/2011	09/21/2011		09/21/2011	160.00
25540 - GIARMARCO MULLINS & HORTON PC	83233028B53	DEQUINDRE INVESTMENTS	Edit		08/19/2011	09/21/2011		09/21/2011	208.00
Account Total: Legal Fees			6 Invoice Transaction(s)						\$2,832.80
Department Total: Legal			6 Invoice Transaction(s)						\$2,832.80
<u>Department: 226 - Human Resource</u>									
<u>Account: 718.000 - Meeting Fees, All categories</u>									
18055 - CPS HUMAN RESOURCE SERVICES	SOP31002	Assistant to the HR Director Written Exam	Edit		08/25/2011	09/21/2011		09/21/2011	120.00
Account Total: Meeting Fees, All categories			1 Invoice Transaction(s)						\$120.00
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	30.70
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$30.70
Department Total: Human Resource			2 Invoice Transaction(s)						\$150.70
<u>Department: 253 - Treasurer</u>									
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	56.92
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$56.92
<u>Account: 900.000 - Printing &amp; Publishing</u>									

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
8812 - MATRIX PRINTING SYSTEMS INC	62123	#9 Tax remittance envelopes with barcodes	Edit		08/31/2011	09/21/2011		09/21/2011	2,231.72
Account Total: Printing & Publishing			1 Invoice Transaction(s)						\$2,231.72
Department Total: Treasurer			2 Invoice Transaction(s)						\$2,288.64
<u>Department: 371 - Protective Inspection</u>									
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
16214 - OFFICE EXPRESS	294811	ENVELOPES - ORDINANCE ENFORCEMENT	Edit		08/25/2011	09/21/2011		09/21/2011	55.00
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	148.89
Account Total: Office Supply & Printing			2 Invoice Transaction(s)						\$203.89
<u>Account: 805.296 - Lot Checks</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1670	ENGR. FEE - 56684 HARTLEY W	Edit		08/23/2011	09/21/2011		09/21/2011	40.00
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1676	ENGR. FEE - 55400 WHISPERING HILLS	Edit		08/23/2011	09/21/2011		09/21/2011	80.00
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1672	ENGR FEE - 55223 MEADOW RIDGE	Edit		08/23/2011	09/21/2011		09/21/2011	80.00
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1674	ENGR. FEE - 55393 TIMBERS EDGE	Edit		08/23/2011	09/21/2011		09/21/2011	160.00
Account Total: Lot Checks			4 Invoice Transaction(s)						\$360.00
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
23084 - RING & PINION SHOP INC	37609	VEHICLE REPAIR - B-13	Edit		08/31/2011	09/21/2011		09/21/2011	122.40
18462 - SHELBY TIRE & AUTO SERVICE	29384	VEHICLE REPAIR - B-13	Edit		09/08/2011	09/21/2011		09/21/2011	414.36
18462 - SHELBY TIRE & AUTO SERVICE	29194	VEHICLE REPAIR - 2000 DAKOTA "Q"	Edit		08/19/2011	09/21/2011		09/21/2011	391.04
Account Total: Auto Repair - Maint Exp			3 Invoice Transaction(s)						\$927.80
Department Total: Protective Inspection			9 Invoice Transaction(s)						\$1,491.69
<u>Department: 442 - Highway Streets Bridges</u>									
<u>Account: 967.200 - Local Rd. Paving</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1746	Road Concerns	Edit		09/06/2011	09/21/2011		09/21/2011	735.00
Account Total: Local Rd. Paving			1 Invoice Transaction(s)						\$735.00
<u>Account: 967.500 - Sidewalks</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1686	6201 25 MILE SIDEWALK GAP	Edit		08/24/2011	09/21/2011		09/21/2011	1,202.50
3245 - FAZAL KHAN & ASSOCIATES	2011 1687	SIDEWALK GAP - LIBRARY	Edit		08/24/2011	09/21/2011		09/21/2011	1,175.00

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
INC									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1748	14881 21 MILE SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	400.00
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1757	SIDEWALK GAP - LIBRARY	Edit		09/08/2011	09/21/2011		09/21/2011	367.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1756	6201 25 MILE SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	757.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1755	3401 & 6433 25 MILE SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	827.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1754	3600 24 MILE SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	612.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1753	52871 & 52935 MOUND SIDEWALK	Edit		09/08/2011	09/21/2011		09/21/2011	717.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1752	4544 WEST UTICA SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	210.00
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1751	14911 24 MILE SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	457.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1750	55100 SHELBY ROAD SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	592.50
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1749	11320 21 MILE SIDEWALK GAP	Edit		09/08/2011	09/21/2011		09/21/2011	980.00
Account Total: Sidewalks			12 Invoice Transaction(s)						\$8,300.00
<u>Account: 967.560 - Sidewalk Easements</u>									
5198 - FRANK P. ENGLE	718229009	EASEMENT CONSIDERATION	Edit		08/30/2011	09/21/2011		09/21/2011	252.65
Account Total: Sidewalk Easements			1 Invoice Transaction(s)						\$252.65
Department Total: Highway Streets Bridges			14 Invoice Transaction(s)						\$9,287.65
<u>Department: 510 - Hope Chapel</u>									
<u>Account: 741.510 - Cleaning &amp; Maint Exp</u>									
7857 - STONE'S ACE HARDWARE	42417	Chapel bulbs & strip	Edit		08/27/2011	09/21/2011		09/21/2011	13.11
Account Total: Cleaning & Maint Exp			1 Invoice Transaction(s)						\$13.11
Department Total: Hope Chapel			1 Invoice Transaction(s)						\$13.11
<u>Department: 738 - Library</u>									
<u>Account: 726.500 - Departmental Supplies</u>									
4279 - BAKER & TAYLOR INC	2026140483	Books (adult)	Edit		08/15/2011	09/21/2011		09/21/2011	65.95
162 - BRESSER'S INFORMATION SERVICE	13129	Books (adult)	Edit		07/31/2011	09/21/2011		09/21/2011	348.00
398 - FACTS ON FILE INC	1304853	Books (adult)	Edit		08/21/2011	09/21/2011		09/21/2011	262.50
13279 - GALE	17293342	Books (adult)	Edit		08/19/2011	09/21/2011		09/21/2011	152.97
6685 - INGRAM LIBRARY SERVICES	320626	Books (adult)	Edit		08/15/2011	09/21/2011		09/21/2011	15.00
6685 - INGRAM LIBRARY SERVICES	388727	Books (adult)	Edit		08/18/2011	09/21/2011		09/21/2011	32.37



Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
6685 - INGRAM LIBRARY SERVICES	523204	Books (adult)	Edit		08/25/2011	09/21/2011		09/21/2011	73.17
16542 - MIDWEST TAPE	2597137	CD's - Audio, Pre-recorded	Edit		08/18/2011	09/21/2011		09/21/2011	259.80
16542 - MIDWEST TAPE	2597138	Books on Tape (Adult)	Edit		08/18/2011	09/21/2011		09/21/2011	256.94
16542 - MIDWEST TAPE	2603561	CD's - Audio, Pre-recorded	Edit		08/25/2011	09/21/2011		09/21/2011	14.99
16542 - MIDWEST TAPE	2603562	Books on Tape (Adult)	Edit		08/25/2011	09/21/2011		09/21/2011	226.94
165 - BRODART CO	B1915411	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	132.69
165 - BRODART CO	B1915412	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	140.03
165 - BRODART CO	B1915413	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	619.17
165 - BRODART CO	B1915416	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	119.92
165 - BRODART CO	B1915417	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	776.64
165 - BRODART CO	B1915418	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	13.90
165 - BRODART CO	B1915419	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	65.00
165 - BRODART CO	B1915420	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	1,405.83
165 - BRODART CO	B1915421	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	43.31
165 - BRODART CO	B1915423	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	43.35
165 - BRODART CO	B1915424	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	74.41
165 - BRODART CO	B1915425	Books (adult)	Edit		08/27/2011	09/21/2011		09/21/2011	12.31
6685 - INGRAM LIBRARY SERVICES	668895	Books (adult)	Edit		09/01/2011	09/21/2011		09/21/2011	4.79
16542 - MIDWEST TAPE	2609502	Books on Tape (Adult)	Edit		09/01/2011	09/21/2011		09/21/2011	59.98
3063 - RECORDED BOOKS LLC	74316908	Books on Tape (Adult)	Edit		07/27/2011	09/21/2011		09/21/2011	709.60
Account Total: Departmental Supplies			26 Invoice Transaction(s)						\$5,929.56
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
16214 - OFFICE EXPRESS	295287	Office Supplies	Edit		08/30/2011	09/21/2011		09/21/2011	208.00
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	563.15
Account Total: Office Supply & Printing			2 Invoice Transaction(s)						\$771.15
<u>Account: 820.000 - Custodial SVC</u>									
16386 - AMERICAN CLEANING COMPANY LLC	1008 LIBRARY2011	AUGUST LIBRARY CLEANING	Edit		08/31/2011	09/21/2011		09/21/2011	1,157.99
Account Total: Custodial SVC			1 Invoice Transaction(s)						\$1,157.99
<u>Account: 820.789 - PRM Improvements</u>									
3118 - JOHN'S LUMBER	2361477	Maintenance & Improvements	Edit		08/22/2011	09/21/2011		09/21/2011	45.99
7857 - STONE'S ACE HARDWARE	42328	Maintenance & Improvements	Edit		08/23/2011	09/21/2011		09/21/2011	5.49
Account Total: PRM Improvements			2 Invoice Transaction(s)						\$51.48
<u>Account: 850.000 - Communications</u>									
25415 - A T & T LONG DISTANCE	854126202 AUG	Telephone	Edit		08/26/2011	09/21/2011		09/21/2011	2.41
24351 - A T & T	586 R410091 0911	LOCAL TELEPHONE	Edit		09/01/2011	09/21/2011		09/21/2011	36.24
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
Account Total: Communications			4 Invoice Transaction(s)						\$72.71
<u>Account: 880.100 - Community Promotion</u>									
25918 - INDEPENDENT NEWSPAPERS INC	9351771318AUG	Community Promotion	Edit		08/28/2011	09/21/2011		09/21/2011	59.50
Account Total: Community Promotion			1 Invoice Transaction(s)						\$59.50
Department Total: Library			36 Invoice Transaction(s)						\$8,042.39
<u>Department: 774 - Senior Citizen Operations</u>									
<u>Account: 709.000 - Education &amp; Training</u>									
4736 - ALTERNATIVE SAFETY & TESTING SOLUTIONS	42232	Random Drug Screens Ee# 80504, 80478, 11037	Edit		08/31/2011	09/21/2011		09/21/2011	55.00
Account Total: Education & Training			1 Invoice Transaction(s)						\$55.00
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	10.50
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$10.50
<u>Account: 790.771 - Trips - SC</u>									
178 - BIG DADDY ENTERTAINMENT & TRAVEL LLC	9061101	Ship Flea Market 9-7-11	Edit		09/06/2011	09/21/2011		09/21/2011	200.00
178 - BIG DADDY ENTERTAINMENT & TRAVEL LLC	9061102	Firekeepers - 9-13-11	Edit		09/06/2011	09/21/2011		09/21/2011	84.00
178 - BIG DADDY ENTERTAINMENT & TRAVEL LLC	9071103	Labor Day Bridge Walk 9-4,5-11	Edit		07/28/2011	09/21/2011		09/21/2011	890.00
Account Total: Trips - SC			3 Invoice Transaction(s)						\$1,174.00
<u>Account: 790.772 - Manicures - SC</u>									
2947 - RHONDA M LAKIP-OCHOA	90711	Massage Weeks 35 & 36	Edit		09/07/2011	09/21/2011		09/21/2011	360.00
Account Total: Manicures - SC			1 Invoice Transaction(s)						\$360.00
<u>Account: 790.775 - Parties / Dance-Seniors</u>									
3066 - PETTY CASH - SENIOR CENTER	92111srctrpc01	Walmart/Subway Popcorn for Movie	Edit		08/30/2011	09/21/2011		09/21/2011	3.98
1089 - MICHAEL A. ZELENAK	90711	Entertainment for Halloween Hustle 10-21-11	Edit		09/07/2011	09/21/2011		09/21/2011	290.00
Account Total: Parties / Dance-Seniors			2 Invoice Transaction(s)						\$293.98
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
15642 - SMART	13331	SMART vehicle rpr 29147 & 29146	Edit		09/01/2011	09/21/2011		09/21/2011	85.40
Account Total: Auto Repair - Maint Exp			1 Invoice Transaction(s)						\$85.40

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Account: 920.000 - Utilities</u>									
24351 - A T & T	586 R410091 0911	LOCAL TELEPHONE	Edit		09/01/2011	09/21/2011		09/21/2011	72.47
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
Account Total: Utilities			3 Invoice Transaction(s)						\$106.53
Department Total: Senior Citizen Operations			12 Invoice Transaction(s)						\$2,085.41
<u>Department: 788 - Rec Programs -</u>									
<u>Account: 840.014 - Adult Softball</u>									
14670 - ALFRED F JANCO	82011	Adult Ump fee	Edit		08/30/2011	09/21/2011		09/21/2011	142.75
14821 - HENRY VANLACKEN JR	82011	Adult Ump fee	Edit		08/30/2011	09/21/2011		09/21/2011	34.00
Account Total: Adult Softball			2 Invoice Transaction(s)						\$176.75
<u>Account: 840.030 - Pee Wee Tee</u>									
24261 - BURKE'S SPORT HAVEN INC	73223	Flag Ftbl & PeeWeeTee jerseys	Edit		08/29/2011	09/21/2011		09/21/2011	1,337.36
Account Total: Pee Wee Tee			1 Invoice Transaction(s)						\$1,337.36
<u>Account: 840.090 - Flag Football</u>									
24261 - BURKE'S SPORT HAVEN INC	73224	Flag Ftbl 72 jerseys	Edit		08/26/2011	09/21/2011		09/21/2011	788.40
24261 - BURKE'S SPORT HAVEN INC	73223	Flag Ftbl & PeeWeeTee jerseys	Edit		08/29/2011	09/21/2011		09/21/2011	18.00
Account Total: Flag Football			2 Invoice Transaction(s)						\$806.40
<u>Account: 840.701 - SBSC -Basketball Expense</u>									
24261 - BURKE'S SPORT HAVEN INC	73216	Basketball jerseys	Edit		08/26/2011	09/21/2011		09/21/2011	984.00
Account Total: SBSC -Basketball Expense			1 Invoice Transaction(s)						\$984.00
Department Total: Rec Programs -			6 Invoice Transaction(s)						\$3,304.51
<u>Department: 789 - Parks Recreation Maintenance</u>									
<u>Account: 709.000 - Education &amp; Training</u>									
4736 - ALTERNATIVE SAFETY & TESTING SOLUTIONS	42232	Random Drug Screens Ee# 80504, 80478, 11037	Edit		08/31/2011	09/21/2011		09/21/2011	55.00
Account Total: Education & Training			1 Invoice Transaction(s)						\$55.00
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	89.26
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$89.26
<u>Account: 728.000 - Membership Dues &amp; Conference</u>									
24786 - NERPA DUES	9062011	NE Recreation & Park Association dues - JY	Edit		08/31/2011	09/21/2011		09/21/2011	20.00
Account Total: Membership Dues & Conference			1 Invoice Transaction(s)						\$20.00

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Account: 735.500 - Signs</u>									
15228 - HOME DEPOT CREDIT SERVICES	3241933	Mapleview RSVP sign board hardware	Edit		08/30/2011	09/21/2011		09/21/2011	11.14
7857 - STONE'S ACE HARDWARE	42470	anchors for RBP RSVP sign	Edit		08/30/2011	09/21/2011		09/21/2011	12.00
Account Total: Signs			2 Invoice Transaction(s)						\$23.14
<u>Account: 741.000 - Mun Bldg Maintenance</u>									
16386 - AMERICAN CLEANING COMPANY LLC	1008MunPRMSrCtr	8/1-8/31/11	Edit		08/31/2011	09/21/2011		09/21/2011	999.99
23368 - ALLIED WASTE SERVICES #253	253012803950	9/1-9/30 Mun Bd & Cmty Ctr	Edit		08/25/2011	09/21/2011		09/21/2011	15.74
489 - HARTSIG SUPPLY CO INC	318851	Mun Bd roof drain cover	Edit		08/25/2011	09/21/2011		09/21/2011	33.07
Account Total: Mun Bldg Maintenance			3 Invoice Transaction(s)						\$1,048.80
<u>Account: 747.000 - Bldg Maint - Maint Bldg</u>									
16386 - AMERICAN CLEANING COMPANY LLC	1008MunPRMSrCtr	8/1-8/31/11	Edit		08/31/2011	09/21/2011		09/21/2011	310.02
Account Total: Bldg Maint - Maint Bldg			1 Invoice Transaction(s)						\$310.02
<u>Account: 748.000 - Comm Center Maint - Disco</u>									
5126 - GREEN GIANT LAWN ENHANCEMENT, LLC	15633	Cmty Ctr pest control	Edit		08/19/2011	09/21/2011		09/21/2011	155.00
15228 - HOME DEPOT CREDIT SERVICES	8041736	batteries	Edit		08/25/2011	09/21/2011		09/21/2011	6.97
7857 - STONE'S ACE HARDWARE	42445	Sr Ctr door stops hardware	Edit		08/29/2011	09/21/2011		09/21/2011	11.01
12665 - LIGHTING SUPPLY COMPANY	758599	Cmty Ctr light fuses	Edit		08/26/2011	09/21/2011		09/21/2011	136.00
16386 - AMERICAN CLEANING COMPANY LLC	1008MunPRMSrCtr	8/1-8/31/11	Edit		08/31/2011	09/21/2011		09/21/2011	1,157.99
6555 - GRAINGER INC	9624866738	Sr Ctr kitchen spray nozzle rpr kit	Edit		08/31/2011	09/21/2011		09/21/2011	20.34
23368 - ALLIED WASTE SERVICES #253	253012803950	9/1-9/30 Mun Bd & Cmty Ctr	Edit		08/25/2011	09/21/2011		09/21/2011	15.74
Account Total: Comm Center Maint - Disco			7 Invoice Transaction(s)						\$1,503.05
<u>Account: 750.000 - Equip Maint Cost</u>									
4352 - HERITAGE-CRYSTAL CLEAN LLC	11819038	parts cleanup 10-gal solution	Edit		08/24/2011	09/21/2011		09/21/2011	90.75
326 - DECKER AUTO PARTS INC	474290	mowers oil & filters	Edit		08/30/2011	09/21/2011		09/21/2011	175.90
12096 - TIRE WHOLESALERS COMPANY INC	1856097	mower tires	Edit		09/07/2011	09/21/2011		09/21/2011	279.00
495 - HELLEBUYCKS POWER EQUIPMENT CENTER	449788	Whip string	Edit		09/06/2011	09/21/2011		09/21/2011	30.99
495 - HELLEBUYCKS POWER EQUIPMENT CENTER	449789	whip guard & cable adjuster	Edit		09/06/2011	09/21/2011		09/21/2011	34.65

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Account Total: Equip Maint Cost			5 Invoice Transaction(s)						\$611.29
<u>Account: 751.000 - Grounds Maint</u>									
2037 - JOHN DEERE LANDSCAPES LESCO INC	59050419	irrigation nozzle	Edit		08/26/2011	09/21/2011		09/21/2011	131.26
1148 - SHELBY PAINT & DECORATING	100474305	Sr Ctr shuffleboard court paint	Edit		08/16/2011	09/21/2011		09/21/2011	117.90
18105 - DALE'S LANDSCAPING SUPPLY INC	38589	SMART MSP cement for bike rack	Edit		08/23/2011	09/21/2011		09/21/2011	358.00
79 - ARLINGTON TRANSIT MIX INC	120701	SMART-expansion joints for bike racks	Edit		08/19/2011	09/21/2011		09/21/2011	33.28
7857 - STONE'S ACE HARDWARE	42185	latex gloves & canvas gloves	Edit		08/16/2011	09/21/2011		09/21/2011	10.98
Account Total: Grounds Maint			5 Invoice Transaction(s)						\$651.42
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
356 - DICICCO'S AUTO & TRUCK SERVICE CENTER INC	5438	PRM 61 ABS control rpr	Edit		08/26/2011	09/21/2011		09/21/2011	593.26
4612 - KELLER'S AUTOMOTIVE	18424	PRM 52 OLF	Edit		08/16/2011	09/21/2011		09/21/2011	23.95
Account Total: Auto Repair - Maint Exp			2 Invoice Transaction(s)						\$617.21
<u>Account: 863.000 - Gasoline</u>									
1204 - SPENCER OIL COMPANY	373712	diesel 800 gal	Edit		08/25/2011	09/21/2011		09/21/2011	2,615.72
1204 - SPENCER OIL COMPANY	374107	diesel 500.4 gal	Edit		09/01/2011	09/21/2011		09/21/2011	1,700.18
Account Total: Gasoline			2 Invoice Transaction(s)						\$4,315.90
<u>Account: 921.000 - Mun bldg - Utilities</u>									
1158 - SHELBY TWP DPW	2151479000010811	MUNICIPAL BUILDING	Edit		08/08/2011	09/21/2011		09/21/2011	739.77
278 - CONSUMERS ENERGY	202247525290	MUNICIPAL BUILDING	Edit		09/02/2011	09/21/2011		09/21/2011	1,353.00
Account Total: Mun bldg - Utilities			2 Invoice Transaction(s)						\$2,092.77
<u>Account: 922.000 - School House Utilities</u>									
1158 - SHELBY TWP DPW	2151473000010811	CHAPEL AND SCHOOL	Edit		08/08/2011	09/21/2011		09/21/2011	17.97
Account Total: School House Utilities			1 Invoice Transaction(s)						\$17.97
<u>Account: 924.000 - Main Bldg Utilities</u>									
1158 - SHELBY TWP DPW	2151477000010811	PRM 04/29 TO 08/08/11	Edit		08/08/2011	09/21/2011		09/21/2011	209.62
278 - CONSUMERS ENERGY	202247525288	PRM BUILDING	Edit		09/02/2011	09/21/2011		09/21/2011	344.00
Account Total: Main Bldg Utilities			2 Invoice Transaction(s)						\$553.62
<u>Account: 924.100 - Comm Center Util</u>									
1158 - SHELBY TWP DPW	2151443000010811	COMMUNITY CENTER 04/29-08/05/11	Edit		08/05/2011	09/21/2011		09/21/2011	4,250.01
1158 - SHELBY TWP DPW	2151437000010811	DISCO PAVILION	Edit		08/05/2011	09/21/2011		09/21/2011	138.05
278 - CONSUMERS ENERGY	202247525265	COMMUNITY CENTER	Edit		09/02/2011	09/21/2011		09/21/2011	1,588.00

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Account Total: Comm Center Util			3 Invoice Transaction(s)						\$5,976.06
<u>Account: 926.000 - Park Pav Utilities</u>									
1158 - SHELBY TWP DPW	2151348000010811	MSP GARAGE	Edit		08/15/2011	09/21/2011		09/21/2011	5.66
1158 - SHELBY TWP DPW	2151340000010811	MAE STECKER PARK 05/13-08/11/11	Edit		08/11/2011	09/21/2011		09/21/2011	2,366.60
Account Total: Park Pav Utilities			2 Invoice Transaction(s)						\$2,372.26
<u>Account: 929.000 - River Bends Utilities</u>									
1158 - SHELBY TWP DPW	2209792000010811	RIVER BENDS PARK	Edit		08/10/2011	09/21/2011		09/21/2011	320.86
278 - CONSUMERS ENERGY	202069525987	RIVER BENDS SHOP	Edit		09/02/2011	09/21/2011		09/21/2011	171.00
278 - CONSUMERS ENERGY	205629482454	RIVER BENDS (OFFICE)	Edit		09/02/2011	09/21/2011		09/21/2011	0.22
Account Total: River Bends Utilities			3 Invoice Transaction(s)						\$492.08
<u>Account: 929.100 - Lombardo Park Utilities</u>									
1158 - SHELBY TWP DPW	2230107000010811	LOMBARDO COMFORT STATION	Edit		08/09/2011	09/21/2011		09/21/2011	5,400.61
1158 - SHELBY TWP DPW	2230111000010811	LOMBARDO	Edit		08/15/2011	09/21/2011		09/21/2011	2,625.47
1158 - SHELBY TWP DPW	2230109000010811	LOMBARDO	Edit		08/15/2011	09/21/2011		09/21/2011	3,635.71
Account Total: Lombardo Park Utilities			3 Invoice Transaction(s)						\$11,661.79
<u>Account: 929.200 - Lion Soccer Park Utilities</u>									
1158 - SHELBY TWP DPW	2151444000010811	LIONS FIELD	Edit		08/05/2011	09/21/2011		09/21/2011	2,215.06
Account Total: Lion Soccer Park Utilities			1 Invoice Transaction(s)						\$2,215.06
<u>Account: 929.600 - Ford Field/Center Pk Utility</u>									
1158 - SHELBY TWP DPW	2211366000010811	FORD FIELD	Edit		08/09/2011	09/21/2011		09/21/2011	173.18
Account Total: Ford Field/Center Pk Utility			1 Invoice Transaction(s)						\$173.18
Department Total: Parks Recreation Maintenance			48 Invoice Transaction(s)						\$34,799.88
<u>Department: 800 - Planning</u>									
<u>Account: 900.000 - Printing &amp; Publishing</u>									
1130 - INDEPENDENT NEWSPAPERS	3964330	Rezoning Trilogy Health	Edit		08/28/2011	09/21/2011		09/21/2011	66.00
1130 - INDEPENDENT NEWSPAPERS	3967659	September ZBA Agenda	Edit		08/28/2011	09/21/2011		09/21/2011	49.50
1130 - INDEPENDENT NEWSPAPERS	3971336	Public Hearing Roger DeHoek	Edit		08/28/2011	09/21/2011		09/21/2011	44.00
1130 - INDEPENDENT NEWSPAPERS	3971343	Rezoning Public Hearing DeMurcurio	Edit		08/28/2011	09/21/2011		09/21/2011	41.25
Account Total: Printing & Publishing			4 Invoice Transaction(s)						\$200.75
Department Total: Planning			4 Invoice Transaction(s)						\$200.75
<u>Department: 900 - Other Functions</u>									

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	1,260.55
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$1,260.55
<u>Account: 730.000 - Equipment Svc &amp; Maint</u>									
25218 - SPECIALTY UNDERWRITERS LLC	TS3091 5E	Service contract, monthly installment, treasurer	Edit		08/22/2011	09/21/2011		09/21/2011	200.73
Account Total: Equipment Svc & Maint			1 Invoice Transaction(s)						\$200.73
<u>Account: 780.000 - Microfilm Supplies &amp; Svc</u>									
16541 - IRON MOUNTAIN	EBH8014	Monthly records storage September 2011	Edit		08/31/2011	09/21/2011		09/21/2011	1,253.43
Account Total: Microfilm Supplies & Svc			1 Invoice Transaction(s)						\$1,253.43
<u>Account: 810.101 - Web Page</u>									
4153 - REVIZE LLC	1566	WEB HOSTING -TWP. WEBSITE	Edit		07/14/2011	09/21/2011		09/21/2011	1,860.00
Account Total: Web Page			1 Invoice Transaction(s)						\$1,860.00
<u>Account: 850.000 - Communications</u>									
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	119.14
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	119.18
Account Total: Communications			2 Invoice Transaction(s)						\$238.32
<u>Account: 950.500 - Equip Rental</u>									
1007 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	1501529 SP11	MAILING MACHINE LEASE 09/30/11 TO 12/30/11	Edit		09/13/2011	09/21/2011		09/21/2011	685.98
Account Total: Equip Rental			1 Invoice Transaction(s)						\$685.98
<u>Account: 969.000 - Weed Ord Exp (Reimbursable)</u>									
2787 - JEWELL LAWNCARE	13A	WEEDS - 53361 JEWELL	Edit		08/19/2011	09/21/2011		09/21/2011	40.00
2787 - JEWELL LAWNCARE	13B	WEEDS - 45933 GABLE INN	Edit		08/19/2011	09/21/2011		09/21/2011	40.00
2787 - JEWELL LAWNCARE	13C	WEEDS - 55220 MEADOW RIDGE	Edit		08/19/2011	09/21/2011		09/21/2011	40.00
2721 - UNIVERSAL LAWN CARE INC	082611A	WEEDS - 13294 WEST STAR	Edit		08/26/2011	09/21/2011		09/21/2011	25.00
2721 - UNIVERSAL LAWN CARE INC	082611B	WEEDS - 7586 SMILEY	Edit		08/26/2011	09/21/2011		09/21/2011	25.00
2721 - UNIVERSAL LAWN CARE INC	082611C	WEEDS - 3499 23 MILE	Edit		08/26/2011	09/21/2011		09/21/2011	25.00
Account Total: Weed Ord Exp (Reimbursable)			6 Invoice Transaction(s)						\$195.00
Department Total: Other Functions			13 Invoice Transaction(s)						\$5,694.01
Fund Total: General Fund			177 Invoice Transaction(s)						\$74,432.03
<u>Fund: 206 - Fire Fund</u>									
<u>Department: 340 - Fire Department</u>									

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Account: 709.000 - Education &amp; Training</u>									
12995 - MFSIA - RICK A VANHORN	90811	REG & MEMBERSHIP FEE ANNUAL EDUCATION CONF OCT 22-24, 2011 (RS)	Edit		09/08/2011	09/21/2011		09/21/2011	160.00
Account Total: Education & Training			1 Invoice Transaction(s)						\$160.00
<u>Account: 724.100 - Supplemental Retire Plan</u>									
169 - DENNIS BUCHOLTZ	92111	CBA PENSION ADJUSTMENT - OCT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	358.67
Account Total: Supplemental Retire Plan			1 Invoice Transaction(s)						\$358.67
<u>Account: 726.000 - Operating Supplies</u>									
22612 - VALLEY CITY LINEN	27011222	STATION 1 LINENS	Edit		08/29/2011	09/21/2011		09/21/2011	39.52
22612 - VALLEY CITY LINEN	27011228	STATION 2 LINENS	Edit		08/29/2011	09/21/2011		09/21/2011	15.80
22612 - VALLEY CITY LINEN	27011219	STATION 4 LINENS	Edit		08/29/2011	09/21/2011		09/21/2011	42.72
22612 - VALLEY CITY LINEN	27011223	40 HOUR LINENS	Edit		08/29/2011	09/21/2011		09/21/2011	6.63
20057 - BATTERY WAREHOUSE CO	47605	BATTERIES	Edit		09/01/2011	09/21/2011		09/21/2011	60.48
22612 - VALLEY CITY LINEN	27011224	STATION 3 LINENS	Edit		08/29/2011	09/21/2011		09/21/2011	25.00
326 - DECKER AUTO PARTS INC	474549	TIRE GAUGE FOR STATION 3	Edit		08/31/2011	09/21/2011		09/21/2011	25.95
7857 - STONE'S ACE HARDWARE	42513	STATION 4 SUPPLIES & HAZMAT SUPPLIES	Edit		09/01/2011	09/21/2011		09/21/2011	13.95
22612 - VALLEY CITY LINEN	27006749	STATION 4 LINENS	Edit		08/22/2011	09/21/2011		09/21/2011	38.46
22612 - VALLEY CITY LINEN	27015671	40 HOUR LINENS	Edit		09/05/2011	09/21/2011		09/21/2011	10.41
7857 - STONE'S ACE HARDWARE	42606	SILICONE FOR SCBA REGULATORS	Edit		09/07/2011	09/21/2011		09/21/2011	8.98
22612 - VALLEY CITY LINEN	27015672	STATION 3 LINENS	Edit		09/05/2011	09/21/2011		09/21/2011	22.32
22612 - VALLEY CITY LINEN	27015676	STATION 2 LINENS	Edit		09/05/2011	09/21/2011		09/21/2011	17.91
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	484.27
Account Total: Operating Supplies			14 Invoice Transaction(s)						\$812.40
<u>Account: 726.550 - Medical Supplies</u>									
24749 - PHILIPS HEALTH CARE	923077384	MEDICAL SUPPLIES	Edit		08/23/2011	09/21/2011		09/21/2011	216.40
Account Total: Medical Supplies			1 Invoice Transaction(s)						\$216.40
<u>Account: 726.560 - Misc Gear</u>									
4485 - GREAT LAKES MP	9746	STREAMLIGHT SURVIVOR LED FLASHLIGHTS	Edit		09/07/2011	09/21/2011		09/21/2011	609.12
Account Total: Misc Gear			1 Invoice Transaction(s)						\$609.12
<u>Account: 728.000 - Membership Dues &amp; Conference</u>									
12995 - MFSIA - RICK A VANHORN	90811	REG & MEMBERSHIP FEE ANNUAL EDUCATION CONF OCT 22-24, 2011 (RS)	Edit		09/08/2011	09/21/2011		09/21/2011	70.00



Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Account Total: Membership Dues & Conference			1 Invoice Transaction(s)						\$70.00
<u>Account: 770.000 - Emergency Preparedness Exp</u>									
22396 - OPTIMETRICS INC	17992	ADASHI FIRST RESPONSE ANNUAL SOFTWARE MAINTENANCE 9/11 - 9/12	Edit		08/31/2011	09/21/2011		09/21/2011	399.00
904 - NFPA	5291364Y	FIRE PREVENTION MATERIALS	Edit		08/19/2011	09/21/2011		09/21/2011	1,206.54
Account Total: Emergency Preparedness Exp			2 Invoice Transaction(s)						\$1,605.54
<u>Account: 804.206 - Accumed 8%</u>									
15970 - ACCUMED BILLING INC	ACCUMED 0811	EMS BILLING FEES, AUGUST 2011	Edit		09/01/2011	09/21/2011		09/21/2011	6,994.48
Account Total: Accumed 8%			1 Invoice Transaction(s)						\$6,994.48
<u>Account: 804.227 - Ann Arbor Svc &amp; Crt exp</u>									
16633 - ANN ARBOR CREDIT BUREAU INC	ANNARBOR 0811	EMS DELINQUENT BILLING FEES, AUGUST, 2011	Edit		09/01/2011	09/21/2011		09/21/2011	137.00
Account Total: Ann Arbor Svc & Crt exp			1 Invoice Transaction(s)						\$137.00
<u>Account: 852.000 - Communications Phone</u>									
25415 - A T & T LONG DISTANCE	854126167 0811	LONG DISTANCE	Edit		08/26/2011	09/21/2011		09/21/2011	2.64
16852 - VERIZON WIRELESS	2623190516	CELL PHONES /EKG TRANSMISSIONS	Edit		09/01/2011	09/21/2011		09/21/2011	271.10
24351 - A T & T	586 R410091 0911	LOCAL TELEPHONE	Edit		09/01/2011	09/21/2011		09/21/2011	217.41
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.07
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
Account Total: Communications Phone			5 Invoice Transaction(s)						\$525.25
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
326 - DECKER AUTO PARTS INC	474083	U-3 BATTERY	Edit		08/29/2011	09/21/2011		09/21/2011	93.95
10950 - APOLLO FIRE APPARATUS REPAIR INC	33565	REPLACED AIR FILTERS FOR A-2 (TRUCK #36)	Edit		08/29/2011	09/21/2011		09/21/2011	459.85
10950 - APOLLO FIRE APPARATUS REPAIR INC	33713	PUMP TEST, MAINTENANCE & INSPECTION E-3 (TRUCK #34)	Edit		08/19/2011	09/21/2011		09/21/2011	851.80
10950 - APOLLO FIRE APPARATUS REPAIR INC	33673	PUMP TEST, MAINTENANCE & INSPECTION E-4 (TRUCK #38)	Edit		08/15/2011	09/21/2011		09/21/2011	1,877.77
326 - DECKER AUTO PARTS INC	475745	WIPER BLADES FOR F-36	Edit		09/08/2011	09/21/2011		09/21/2011	12.36
Account Total: Auto Repair - Maint Exp			5 Invoice Transaction(s)						\$3,295.73
<u>Account: 920.200 - Water Service</u>									
1158 - SHELBY TWP DPW	2169723000010811	STATION 1, 0/22/11 TO 08/08/11	Edit		08/08/2011	09/21/2011		09/21/2011	2,591.86
1158 - SHELBY TWP DPW	2149829000010811	STATION #4, 04/129/11 TO 08/05/11	Edit		08/05/2011	09/21/2011		09/21/2011	328.02
Account Total: Water Service			2 Invoice Transaction(s)						\$2,919.88
<u>Account: 975.000 - Capital Outlay-Bldg</u>									

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
1081 - STRAUB PETTITT YASTE PC	53	ARCHITECTURAL SERV FOR REVIEWING BIDS FOR MASONRY SEALING STA 1	Edit		09/01/2011	09/21/2011		09/21/2011	239.50
Account Total: Capital Outlay-Bldg			1 Invoice Transaction(s)						\$239.50
<u>Account: 981.500 - Capital Outlay -Equip (Fire)</u>									
3320 - ACCUMEDWEB LLC	1231	MONTHLY SERVICE & SUPPORT	Edit		09/01/2011	09/21/2011		09/21/2011	423.00
Account Total: Capital Outlay -Equip (Fire)			1 Invoice Transaction(s)						\$423.00
<u>Account: 985.000 - Equipment Replacement</u>									
5196 - MATTRESS TO GO	82611	SIX MATTRESSES FOR STATION 4	Edit		08/26/2011	09/21/2011		09/21/2011	1,536.00
Account Total: Equipment Replacement			1 Invoice Transaction(s)						\$1,536.00
Department Total: Fire Department			38 Invoice Transaction(s)						\$19,902.97
Fund Total: Fire Fund			38 Invoice Transaction(s)						\$19,902.97
<u>Fund: 207 - Police Fund</u>									
<u>Department: 305 - Police Department</u>									
<u>Account: 709.000 - Education &amp; Training</u>									
26173 - VS VISUAL STATEMENT INC	22252	ADVANCED POLICE TRAINING	Edit		08/25/2011	09/21/2011		09/21/2011	1,390.00
990 - PETTY CASH - POLICE DEPT	9082011	TRAINING	Edit		09/08/2011	09/21/2011		09/21/2011	30.00
Account Total: Education & Training			2 Invoice Transaction(s)						\$1,420.00
<u>Account: 709.050 - Per Diem, Lodging, Parking</u>									
990 - PETTY CASH - POLICE DEPT	8312011	PARKING	Edit		08/31/2011	09/21/2011		09/21/2011	8.00
Account Total: Per Diem, Lodging, Parking			1 Invoice Transaction(s)						\$8.00
<u>Account: 726.000 - Operating Supplies</u>									
26159 - PURIFIED WATER TO GO	7971	WATER & RENTAL	Edit		08/26/2011	09/21/2011		09/21/2011	46.65
26159 - PURIFIED WATER TO GO	8010	WATER	Edit		09/02/2011	09/21/2011		09/21/2011	19.80
26159 - PURIFIED WATER TO GO	8046	WATER	Edit		09/08/2011	09/21/2011		09/21/2011	24.75
1569 - SUNSHINE MEDICAL	100599	GLOVES	Edit		09/02/2011	09/21/2011		09/21/2011	366.00
990 - PETTY CASH - POLICE DEPT	3092011	KEY	Edit		03/09/2011	09/21/2011		09/21/2011	6.00
990 - PETTY CASH - POLICE DEPT	6142011	ENGRAVING	Edit		06/14/2011	09/21/2011		09/21/2011	5.00
990 - PETTY CASH - POLICE DEPT	8312011A	CROSSING GUARD MEETING	Edit		08/31/2011	09/21/2011		09/21/2011	34.25
Account Total: Operating Supplies			7 Invoice Transaction(s)						\$502.45
<u>Account: 726.100 - Range Supplies</u>									
18569 - DETROIT SPORTSMEN'S	201152	RANGE RENTAL AND SUPPLIES	Edit		09/01/2011	09/21/2011		09/21/2011	910.00
990 - PETTY CASH - POLICE DEPT	7262011	RANGE TARGETS	Edit		07/26/2011	09/21/2011		09/21/2011	7.87
Account Total: Range Supplies			2 Invoice Transaction(s)						\$917.87
<u>Account: 727.000 - Office Supply &amp; Printing</u>									

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount	
16544 - DIGITAL PRINTING & GRAPHICS	2369	FORMS	Edit		09/07/2011	09/21/2011		09/21/2011	630.00	
16214 - OFFICE EXPRESS	294875	ENVELOPES	Edit		08/25/2011	09/21/2011		09/21/2011	110.00	
16214 - OFFICE EXPRESS	295430	BUSINESS CARDS	Edit		08/31/2011	09/21/2011		09/21/2011	35.00	
2677 - TECH DEPOT	B11089458V1	TONER CARTRIDGES	Edit		08/18/2011	09/21/2011		09/21/2011	41.70	
990 - PETTY CASH - POLICE DEPT	5032011	GOLD SEALS FOR AWARDS	Edit		05/03/2011	09/21/2011		09/21/2011	4.49	
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	1,133.19	
Account Total: Office Supply & Printing			6 Invoice Transaction(s)							\$1,954.38
<u>Account: 728.000 - Membership Dues &amp; Conference</u>										
990 - PETTY CASH - POLICE DEPT	6082011	MEMBERSHIP DUES	Edit		06/08/2011	09/21/2011		09/21/2011	15.00	
Account Total: Membership Dues & Conference			1 Invoice Transaction(s)							\$15.00
<u>Account: 729.000 - Janitorial SVC &amp; Supplies</u>										
16386 - AMERICAN CLEANING COMPANY LLC	1008-PD	JANITORIAL SERVICE - AUGUST PD	Edit		08/31/2011	09/21/2011		09/21/2011	1,099.99	
Account Total: Janitorial SVC & Supplies			1 Invoice Transaction(s)							\$1,099.99
<u>Account: 730.100 - Repairs &amp; Maint</u>										
868 - MOTOROLA SOLUTIONS INC	76462189	RADIO REPAIR	Edit		09/02/2011	09/21/2011		09/21/2011	393.00	
25218 - SPECIALTY UNDERWRITERS LLC	TS30664	MAINTENANCE CONTRACT	Edit		08/22/2011	09/21/2011		09/21/2011	5,013.75	
1230 - STATE OF MICHIGAN	551359195	TOKEN FEES 4/1/11 - 6/30/11	Edit		08/23/2011	09/21/2011		09/21/2011	132.00	
Account Total: Repairs & Maint			3 Invoice Transaction(s)							\$5,538.75
<u>Account: 732.500 - Replacement Vests</u>										
2221 - EXCELLENT POLICE EQUIP	10267	VEST - FOX	Edit		08/02/2011	09/21/2011		09/21/2011	550.00	
2221 - EXCELLENT POLICE EQUIP	5590	VEST - HOGAN/MALCZEWSKI	Edit		08/29/2011	09/21/2011		09/21/2011	1,260.00	
Account Total: Replacement Vests			2 Invoice Transaction(s)							\$1,810.00
<u>Account: 802.500 - Auditor/Consulting Fees</u>										
3526 - MUNICIPAL CONSULTING SERVICES LLC	S9 PD	CONSULTING SERVICE	Edit		09/01/2011	09/21/2011		09/21/2011	1,500.00	
Account Total: Auditor/Consulting Fees			1 Invoice Transaction(s)							\$1,500.00
<u>Account: 804.600 - Network Support</u>										
14424 - APERION INFORMATION TECHNOLOGIES INC	36990	TECH SUPPORT	Edit		08/29/2011	09/21/2011		09/21/2011	921.00	
14424 - APERION INFORMATION TECHNOLOGIES INC	37041	TECH SUPPORT	Edit		09/06/2011	09/21/2011		09/21/2011	545.00	
Account Total: Network Support			2 Invoice Transaction(s)							\$1,466.00
<u>Account: 850.500 - Postage &amp; Handling</u>										

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
22327 - UPS	3894WX361	SHIPPING	Edit		09/03/2011	09/21/2011		09/21/2011	14.82
990 - PETTY CASH - POLICE DEPT	3102011	REGISTERED MAIL	Edit		03/10/2011	09/21/2011		09/21/2011	14.55
Account Total: Postage & Handling			2 Invoice Transaction(s)						\$29.37
<u>Account: 852.000 - Communications Phone</u>									
16852 - VERIZON WIRELESS	2624973369	CELL PHONE 8/5 -9/4/11	Edit		09/04/2011	09/21/2011		09/21/2011	1,169.31
24351 - A T & T	906 R022013 0911	PD local service Aug2 - Sept1	Edit		09/01/2011	09/21/2011		09/21/2011	275.70
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
Account Total: Communications Phone			4 Invoice Transaction(s)						\$1,479.07
<u>Account: 860.200 - Auto Repair - Maint Exp</u>									
22524 - CYNERGY WIRELESS PRODUCTS INC	12823	VEH 25 - EQUIPMENT REPAIRS	Edit		08/30/2011	09/21/2011		09/21/2011	277.30
19212 - GOODYEAR WHOLESALE TIRE CENTERS	185797	TIRES FOR FLEET	Edit		08/26/2011	09/21/2011		09/21/2011	1,256.88
23838 - HEIDEBREICHT CHEVROLET	37033	VEH 15 REPAIRS	Edit		08/23/2011	09/21/2011		09/21/2011	955.17
23838 - HEIDEBREICHT CHEVROLET	37223	VEH 27 - MAINTENANCE WORK	Edit		08/26/2011	09/21/2011		09/21/2011	200.00
3046 - O'REILLY AUTO PARTS	3365244236	MISC FLEET SUPPLIES	Edit		08/29/2011	09/21/2011		09/21/2011	37.90
7857 - STONE'S ACE HARDWARE	42542	MISC FLEET SUPPLIES	Edit		09/02/2011	09/21/2011		09/21/2011	29.23
1259 - SUBURBAN AUTOMATIC TRANSMISSION COMPANY	11174	VEH 4 - MAINTENANCE WORK	Edit		08/18/2011	09/21/2011		09/21/2011	303.20
1259 - SUBURBAN AUTOMATIC TRANSMISSION COMPANY	11196	VEH 60 - MAINTENANCE WORK	Edit		09/08/2011	09/21/2011		09/21/2011	158.30
18462 - SHELBY TIRE & AUTO SERVICE	29301	VEH 27 - MAINTENANCE WORK	Edit		08/29/2011	09/21/2011		09/21/2011	370.00
18462 - SHELBY TIRE & AUTO SERVICE	29305	VEH 6 - REPAIRS	Edit		08/30/2011	09/21/2011		09/21/2011	367.48
18462 - SHELBY TIRE & AUTO SERVICE	29306	VEH 60 - MAINTENANCE WORK	Edit		08/30/2011	09/21/2011		09/21/2011	15.00
18462 - SHELBY TIRE & AUTO SERVICE	29323	VEH 60 - REPAIRS	Edit		09/01/2011	09/21/2011		09/21/2011	547.21
18462 - SHELBY TIRE & AUTO SERVICE	29341	VEH S1 - MAINTENANCE WORK	Edit		09/01/2011	09/21/2011		09/21/2011	128.64
18462 - SHELBY TIRE & AUTO SERVICE	29342	VEH 3 - MAINTENANCE WORK	Edit		09/01/2011	09/21/2011		09/21/2011	150.19
18462 - SHELBY TIRE & AUTO SERVICE	29343	VEH 49 - MAINTENANCE	Edit		09/02/2011	09/21/2011		09/21/2011	52.14
18462 - SHELBY TIRE & AUTO SERVICE	29357	VEH 2 - MAINTENANCE WORK	Edit		09/06/2011	09/21/2011		09/21/2011	300.89
18462 - SHELBY TIRE & AUTO SERVICE	29365	VEH 6 - MAINTENANCE	Edit		09/06/2011	09/21/2011		09/21/2011	180.19

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
18462 - SHELBY TIRE & AUTO SERVICE	29373	VEH 45 - ENGINE REPAIRS	Edit		09/08/2011	09/21/2011		09/21/2011	573.14
18462 - SHELBY TIRE & AUTO SERVICE	29374	VEH 12 - MAINTENANCE WORK	Edit		09/07/2011	09/21/2011		09/21/2011	82.73
Account Total: Auto Repair - Maint Exp			19 Invoice Transaction(s)						\$5,985.59
<u>Account: 863.000 - Gasoline</u>									
1204 - SPENCER OIL COMPANY	373703	GASOLINE	Edit		08/25/2011	09/21/2011		09/21/2011	8,271.20
1204 - SPENCER OIL COMPANY	374097	GASOLINE	Edit		09/01/2011	09/21/2011		09/21/2011	8,352.44
990 - PETTY CASH - POLICE DEPT	282011	GASOLINE	Edit		02/08/2011	09/21/2011		09/21/2011	20.00
Account Total: Gasoline			3 Invoice Transaction(s)						\$16,643.64
<u>Account: 958.000 - Police Auction Exp</u>									
1130 - INDEPENDENT NEWSPAPERS	3968652	AUCTION AD	Edit		08/21/2011	09/21/2011		09/21/2011	49.50
Account Total: Police Auction Exp			1 Invoice Transaction(s)						\$49.50
<u>Account: 981.000 - Equip / Veh</u>									
22524 - CYNERGY WIRELESS PRODUCTS INC	12831	VEH 11 - NEW EQUIPMENT AND INSTALL	Edit		08/31/2011	09/21/2011		09/21/2011	3,815.54
Account Total: Equip / Veh			1 Invoice Transaction(s)						\$3,815.54
Department Total: Police Department			58 Invoice Transaction(s)						\$44,235.15
Fund Total: Police Fund			58 Invoice Transaction(s)						\$44,235.15
<u>Fund: 265 - Drug Forfeiture Fund</u>									
<u>Department: 266 - Drug Forfeiture</u>									
<u>Account: 799.207 - Operating Expense</u>									
2221 - EXCELLENT POLICE EQUIP	5578	HOLSTER	Edit		09/06/2011	09/21/2011		09/21/2011	130.00
Account Total: Operating Expense			1 Invoice Transaction(s)						\$130.00
Department Total: Drug Forfeiture			1 Invoice Transaction(s)						\$130.00
Fund Total: Drug Forfeiture Fund			1 Invoice Transaction(s)						\$130.00
<u>Fund: 267 - 911 / Emergency Response</u>									
<u>Department: 306 - 911 Funds</u>									
<u>Account: 857.207 - 911 Comm-Training</u>									
5202 - 911 TRAINING INSTITUTE	227	ADVANCED COMM-TECH TRAINING	Edit		09/07/2011	09/21/2011		09/21/2011	570.00
Account Total: 911 Comm-Training			1 Invoice Transaction(s)						\$570.00
Department Total: 911 Funds			1 Invoice Transaction(s)						\$570.00

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Fund Total: 911 / Emergency Response			1 Invoice Transaction(s)						\$570.00
Fund: 290 - 41 A District Court									
Department: 136 - 41 A District Court									
Account: 725.502 - Atty Fees									
2995 - JOHN L KANARAS	71811	Public Defender	Edit		08/24/2011	09/21/2011		09/21/2011	350.00
21735 - FISCHER GARON HOYUMPA AND RANCILIO	82311	Public Defender 11-1492-SM	Edit		08/24/2011	09/21/2011		09/21/2011	100.00
3837 - METRY & METRY	82211	Public Defender	Edit		08/24/2011	09/21/2011		09/21/2011	150.00
22156 - LAW OFFICES OF KEVIN SCHNEIDER, PC	62011	Public Defender 6/20/11(+7/25/11 Bench Trials: 8/9/11)	Edit		08/26/2011	09/21/2011		09/21/2011	650.00
1451 - GLENN A MC CANDLISS	90611	Public Defender	Edit		09/06/2011	09/21/2011		09/21/2011	350.00
24090 - PONIEWIERSKI LAW, P.C.	56542	Public Defender (8/15 & 8/29/11)	Edit		09/02/2011	09/21/2011		09/21/2011	300.00
21735 - FISCHER GARON HOYUMPA AND RANCILIO	90111	Public Defender 11-1321-SM	Edit		09/06/2011	09/21/2011		09/21/2011	100.00
Account Total: Atty Fees			7 Invoice Transaction(s)						\$2,000.00
Account: 727.000 - Office Supply & Printing									
22871 - STAPLES ADVANTAGE	8019425773	Office Supplies	Edit		08/20/2011	09/21/2011		09/21/2011	268.98
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$268.98
Account: 729.000 - Janitorial SVC & Supplies									
16386 - AMERICAN CLEANING COMPANY LLC	1008 0811 Court	Janitorial Service & Supplies (August 2011)	Edit		08/31/2011	09/21/2011		09/21/2011	1,175.00
Account Total: Janitorial SVC & Supplies			1 Invoice Transaction(s)						\$1,175.00
Account: 730.000 - Equipment Svc & Maint									
16541 - IRON MOUNTAIN	EBJ551	File Storage	Edit		08/31/2011	09/21/2011		09/21/2011	410.30
Account Total: Equipment Svc & Maint			1 Invoice Transaction(s)						\$410.30
Account: 801.290 - Interpreter Fee									
22072 - MARIA GIALDI	3729	Interpreter Fees 11-1941-OT	Edit		08/31/2011	09/21/2011		09/21/2011	100.00
5194 - GLOBAL LANGUAGE LINKS, LLC	8279	Interpreter Fees 11-452-SM	Edit		08/31/2011	09/21/2011		09/21/2011	160.52
Account Total: Interpreter Fee			2 Invoice Transaction(s)						\$260.52
Account: 850.000 - Communications									
25415 - A T & T LONG DISTANCE	854126191 0811	Telephone - Long Distance	Edit		08/26/2011	09/21/2011		09/21/2011	2.30
24351 - A T & T	586 R410091 0911	LOCAL TELEPHONE	Edit		09/01/2011	09/21/2011		09/21/2011	289.88
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
4391 - NEOFUNDS BY NEOPOST	11219008 0911	Communications Postage - Acct 7900 0440 3864 3544	Edit		09/01/2011	09/21/2011		09/21/2011	4,000.00

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Account Total: Communications			5 Invoice Transaction(s)						\$4,326.24
<u>Account: 911.000 - Books &amp; Publications</u>									
7533 - MATTHEW BENDER & CO INC	21548390	Books & Publications	Edit		08/30/2011	09/21/2011		09/21/2011	161.46
Account Total: Books & Publications			1 Invoice Transaction(s)						\$161.46
<u>Account: 985.136 - Equip Replace - District Court</u>									
26031 - CDW GOVERNMENT INC	ZMR6141	Equipment Replacement	Edit		08/31/2011	09/21/2011		09/21/2011	1,114.42
26031 - CDW GOVERNMENT INC	ZJZ9458	Equipment Replacement	Edit		08/18/2011	09/21/2011		09/21/2011	198.64
26031 - CDW GOVERNMENT INC	ZKJ5648	Equipment Replacement	Edit		08/21/2011	09/21/2011		09/21/2011	676.00
Account Total: Equip Replace - District Court			3 Invoice Transaction(s)						\$1,989.06
Department Total: 41 A District Court			21 Invoice Transaction(s)						\$10,591.56
<u>Department: 760 - Shelby TWP</u>									
<u>Account: 965.001 - Shelby Fines &amp; Fees</u>									
1157 - SHELBY TWP TREASURER	83111	Shelby Twp Fines & Fees	Edit		08/31/2011	09/21/2011		09/21/2011	229,251.14
Account Total: Shelby Fines & Fees			1 Invoice Transaction(s)						\$229,251.14
<u>Account: 965.011 - Screening</u>									
1157 - SHELBY TWP TREASURER	83111	Shelby Twp Fines & Fees	Edit		08/31/2011	09/21/2011		09/21/2011	115.00
Account Total: Screening			1 Invoice Transaction(s)						\$115.00
<u>Account: 965.290 - Building Fund</u>									
1157 - SHELBY TWP TREASURER	83111	Shelby Twp Fines & Fees	Edit		08/31/2011	09/21/2011		09/21/2011	14,675.00
Account Total: Building Fund			1 Invoice Transaction(s)						\$14,675.00
Department Total: Shelby TWP			3 Invoice Transaction(s)						\$244,041.14
<u>Department: 761 - Macomb Cnty</u>									
<u>Account: 965.012 - Macomb County Fines &amp; Fees</u>									
687 - MACOMB COUNTY TREASURER 2	83111	Macomb County Fines & Fees	Edit		08/31/2011	09/21/2011		09/21/2011	2,345.40
Account Total: Macomb County Fines & Fees			1 Invoice Transaction(s)						\$2,345.40
Department Total: Macomb Cnty			1 Invoice Transaction(s)						\$2,345.40
<u>Department: 762 - State of Michigan</u>									
<u>Account: 965.010 - FAC / FCJ</u>									
782 - STATE OF MICHIGAN	657037	FAC/FCJ - August 2011	Edit		08/29/2011	09/21/2011		09/21/2011	1,395.00
16926 - STATE OF MICHIGAN	83111	MI Dept of Treasury	Edit		08/31/2011	09/21/2011		09/21/2011	89,504.55
Account Total: FAC / FCJ			2 Invoice Transaction(s)						\$90,899.55
Department Total: State of Michigan			2 Invoice Transaction(s)						\$90,899.55

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Department: 763 - City of Utica</u>									
<u>Account: 965.021 - Utica Fines &amp; Fees</u>									
254 - CITY OF UTICA	83111	Utica Fines & Fees	Edit		08/31/2011	09/21/2011		09/21/2011	11,759.30
Account Total: Utica Fines & Fees			1 Invoice Transaction(s)						\$11,759.30
Department Total: City of Utica			1 Invoice Transaction(s)						\$11,759.30
<u>Department: 765 - Macomb TWP</u>									
<u>Account: 965.027 - Macomb TWP Fines &amp; Fees</u>									
14061 - MACOMB TWP TREASURER	83111	Macomb Twp Fines & Fees	Edit		08/31/2011	09/21/2011		09/21/2011	8,401.36
Account Total: Macomb TWP Fines & Fees			1 Invoice Transaction(s)						\$8,401.36
Department Total: Macomb TWP			1 Invoice Transaction(s)						\$8,401.36
Fund Total: 41 A District Court			29 Invoice Transaction(s)						\$368,038.31
<u>Fund: 436 - PD DC and Campus Infrastructure</u>									
<u>Department: 435 - Campus Infrastructure</u>									
<u>Account: 989.700 - Campus Infrastructure</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1737	Mun Campus Road Asphalt	Edit		09/06/2011	09/21/2011		09/21/2011	805.00
Account Total: Campus Infrastructure			1 Invoice Transaction(s)						\$805.00
Department Total: Campus Infrastructure			1 Invoice Transaction(s)						\$805.00
Fund Total: PD DC and Campus Infrastructure			1 Invoice Transaction(s)						\$805.00
<u>Fund: 489 - Energy Grant - Federal - Windows</u>									
<u>Department: 489 - Energy Grant - Federal - Windows</u>									
<u>Account: 929.900 - Energy Efficiency Cons Blk Grant</u>									
3496 - PARTNERS IN ARCHITECTURE PLC	20920914308	Energy Grant, Construction Administration Fee	Edit		08/25/2011	09/21/2011		09/21/2011	1,405.52
Account Total: Energy Efficiency Cons Blk Grant			1 Invoice Transaction(s)						\$1,405.52
Department Total: Energy Grant - Federal - Windows			1 Invoice Transaction(s)						\$1,405.52
Fund Total: Energy Grant - Federal - Windows			1 Invoice Transaction(s)						\$1,405.52
<u>Fund: 497 - Shelby Soccer City</u>									
<u>Department: 497 - Soccer City</u>									
<u>Account: 807.000 - Engineering Consulting Fees</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1747	Soccer City DEQ	Edit		09/06/2011	09/21/2011		09/21/2011	160.00
Account Total: Engineering Consulting Fees			1 Invoice Transaction(s)						\$160.00



**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Department Total: Soccer City			1 Invoice Transaction(s)						\$160.00
Fund Total: Shelby Soccer City			1 Invoice Transaction(s)						\$160.00
<u>Fund: 592 - Water and Sewer Fund</u>									
<u>Account: 158.245 - Legacy Village San Sewer</u>									
20895 - SEIBERT & DLOSKI PLLC	26553	SERVICES RE. LEGACY VILLAGE SANITARY	Edit		08/31/2011	09/21/2011		09/21/2011	750.00
Account Total: Legacy Village San Sewer			1 Invoice Transaction(s)						\$750.00
<u>Account: 277.000 - Payable for Customer Overpmts</u>									
5197 - SAM PRESTIGIACOMO	3254881 911	REFUND - OVERPAYMENT	Edit		08/26/2011	09/21/2011		09/21/2011	5.60
4247 - ANTHONY DONATO	3297105 911	REFUND - OVERPAYMENT	Edit		09/07/2011	09/21/2011		09/21/2011	66.35
Account Total: Payable for Customer Overpmts			2 Invoice Transaction(s)						\$71.95
<u>Department: 296 - Subsurface Drain</u>									
<u>Account: 967.000 - Master Storm Drain</u>									
79 - ARLINGTON TRANSIT MIX INC	120890	READY- MIX MORTAR - SALEM STORM REPAIR	Edit		08/24/2011	09/21/2011		09/21/2011	15.81
Account Total: Master Storm Drain			1 Invoice Transaction(s)						\$15.81
<u>Account: 967.750 - Chestnut Lake Improvement</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1739	CHESTNUT LAKE DAM	Edit		09/06/2011	09/21/2011		09/21/2011	630.00
Account Total: Chestnut Lake Improvement			1 Invoice Transaction(s)						\$630.00
Department Total: Subsurface Drain			2 Invoice Transaction(s)						\$645.81
<u>Department: 591 - Supply and Transmission</u>									
<u>Account: 709.000 - Education &amp; Training</u>									
4736 - ALTERNATIVE SAFETY & TESTING SOLUTIONS	42232	Random Drug Screens Ee# 80504, 80478, 11037	Edit		08/31/2011	09/21/2011		09/21/2011	55.00
Account Total: Education & Training			1 Invoice Transaction(s)						\$55.00
<u>Account: 730.200 - Repair &amp; Maint - Water</u>									
9565 - MESSINA TRUCKING INC	30051	TOPSOIL - RESTORATIONS	Edit		08/27/2011	09/21/2011		09/21/2011	283.00
11832 - HOME DEPOT	7031844	REBAR, EXPANSION JOINT, SAWZALL, HAMMERDRIL	Edit		08/26/2011	09/21/2011		09/21/2011	61.02
6132 - KOGELMANN'S CREEK-SIDE SOD FARM INC	39169	SOD FOR CLEANUPS	Edit		09/01/2011	09/21/2011		09/21/2011	27.00
79 - ARLINGTON TRANSIT MIX INC	120357	CEMENT FOR RESTORATION - ALEXIS	Edit		08/11/2011	09/21/2011		09/21/2011	169.88
79 - ARLINGTON TRANSIT MIX INC	120459	CONCRETE FOR RESTORATION - MEADOWFIELD	Edit		08/15/2011	09/21/2011		09/21/2011	128.52
79 - ARLINGTON TRANSIT MIX INC	120842	CEMENT FOR RESTORATION	Edit		08/23/2011	09/21/2011		09/21/2011	128.52

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
9565 - MESSINA TRUCKING INC	30139	CRUSHED CONCRETE FOR TEMP DRIVEWAY	Edit		08/31/2011	09/21/2011		09/21/2011	45.00
9662 - SHELBY UNDERGROUND INC	2011 132	REPAIR - HERITAGE PLACE WEST	Edit		08/29/2011	09/21/2011		09/21/2011	650.00
1383 - WASHINGTON ELEVATOR CO INC	679029	GRASS SEED FOR CLEANUPS	Edit		09/07/2011	09/21/2011		09/21/2011	56.00
Account Total: Repair & Maint - Water			9 Invoice Transaction(s)						\$1,548.94
<u>Account: 730.300 - Equip Maint &amp; Supplies</u>									
11832 - HOME DEPOT	7031844	REBAR, EXPANSION JOINT, SAWZALL, HAMMERDRIL	Edit		08/26/2011	09/21/2011		09/21/2011	249.00
Account Total: Equip Maint & Supplies			1 Invoice Transaction(s)						\$249.00
<u>Account: 731.000 - Supply &amp; Exp Cut Install</u>									
25049 - HD SUPPLY WATERWORKS LTD	3532454	K SOFT COPPER FOR WATER TAPS	Edit		08/25/2011	09/21/2011		09/21/2011	619.50
9662 - SHELBY UNDERGROUND INC	2011 130	WATER TAPS - VARIOUS	Edit		08/29/2011	09/21/2011		09/21/2011	5,822.00
Account Total: Supply & Exp Cut Install			2 Invoice Transaction(s)						\$6,441.50
<u>Account: 734.000 - Repairs &amp; Maint Hydrants</u>									
25049 - HD SUPPLY WATERWORKS LTD	3504902	HYDRANT PARTS	Edit		08/22/2011	09/21/2011		09/21/2011	504.04
25049 - HD SUPPLY WATERWORKS LTD	3391617	HYDRANT REPAIR PARTS	Edit		09/01/2011	09/21/2011		09/21/2011	2,178.20
Account Total: Repairs & Maint Hydrants			2 Invoice Transaction(s)						\$2,682.24
<u>Account: 920.500 - Water Charges</u>									
149 - BOARD OF WATER COMMISSIONERS	1251 300 711	METERED WATER - JULY 2011	Edit		08/25/2011	09/21/2011		09/21/2011	1,627,293.72
Account Total: Water Charges			1 Invoice Transaction(s)						\$1,627,293.72
Department Total: Supply and Transmission			16 Invoice Transaction(s)						\$1,638,270.40
<u>Department: 596 - Administrative and General</u>									
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	654.39
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$654.39
<u>Account: 729.000 - Janitorial SVC &amp; Supplies</u>									
11832 - HOME DEPOT	5106014	GROUT CLEANER	Edit		09/07/2011	09/21/2011		09/21/2011	8.27
Account Total: Janitorial SVC & Supplies			1 Invoice Transaction(s)						\$8.27
<u>Account: 755.000 - Customer Records &amp; Billing</u>									
15540 - ALL BUSINESS INC	75807	SHIPPING - READING EQUIPMENT	Edit		09/01/2011	09/21/2011		09/21/2011	21.48
Account Total: Customer Records & Billing			1 Invoice Transaction(s)						\$21.48

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
<u>Account: 807.000 - Engineering Consulting Fees</u>									
3245 - FAZAL KHAN & ASSOCIATES INC	2011 1741	RYAN WATER MAIN	Edit		09/06/2011	09/21/2011		09/21/2011	1,295.00
Account Total: Engineering Consulting Fees			1 Invoice Transaction(s)						\$1,295.00
<u>Account: 920.000 - Utilities</u>									
1158 - SHELBY TWP DPW	216972500 911	WATER BILL DPW 5/2/11-8/8/11	Edit		09/09/2011	09/21/2011		09/21/2011	1,038.46
Account Total: Utilities			1 Invoice Transaction(s)						\$1,038.46
<u>Account: 955.000 - Other Expenses</u>									
6550 - PATRICIA KUSIAK	100211	REIMBURSEMENT - NOTARY RENEWAL	Edit		09/07/2011	09/21/2011		09/21/2011	76.95
Account Total: Other Expenses			1 Invoice Transaction(s)						\$76.95
<u>Account: 980.000 - Equipment</u>									
26031 - CDW GOVERNMENT INC	ZMR6144	DESKTOP COMPUTERS	Edit		08/31/2011	09/21/2011		09/21/2011	1,114.42
Account Total: Equipment			1 Invoice Transaction(s)						\$1,114.42
<u>Account: 980.200 - Equipment - Office</u>									
26031 - CDW GOVERNMENT INC	ZJZ9466	MONITORS	Edit		08/18/2011	09/21/2011		09/21/2011	198.64
26031 - CDW GOVERNMENT INC	ZKJ5649	MICROSOFT OFFICE LICENSES	Edit		08/21/2011	09/21/2011		09/21/2011	676.00
10282 - SAM'S CLUB	P928007K00Y43	OFFICE SAFE	Edit		08/26/2011	09/21/2011		09/21/2011	634.00
Account Total: Equipment - Office			3 Invoice Transaction(s)						\$1,508.64
Department Total: Administrative and General			10 Invoice Transaction(s)						\$5,717.61
<u>Department: 661 - Motor Pool</u>									
<u>Account: 781.000 - Parts</u>									
127 - BEEBE OIL CO	715123	CITGO A/W HYD OL 32 PAIL (BACKHOE)	Edit		08/26/2011	09/21/2011		09/21/2011	296.25
326 - DECKER AUTO PARTS INC	475569	PART FOR W-14	Edit		09/07/2011	09/21/2011		09/21/2011	3.99
326 - DECKER AUTO PARTS INC	475570	YELLOW STROBE D-9	Edit		09/07/2011	09/21/2011		09/21/2011	149.95
326 - DECKER AUTO PARTS INC	475427	OIL FILTERS, WASHER SOLVENT	Edit		09/07/2011	09/21/2011		09/21/2011	40.14
Account Total: Parts			4 Invoice Transaction(s)						\$490.33
Department Total: Motor Pool			4 Invoice Transaction(s)						\$490.33
Fund Total: Water and Sewer Fund			35 Invoice Transaction(s)						\$1,645,946.10
<u>Fund: 598 - Cable TV</u>									
<u>Department: 598 - Cable TV</u>									
<u>Account: 727.000 - Office Supply &amp; Printing</u>									
11227 - OFFICE DEPOT INC	2027587	AUGUST 2011 OFFICE SUPPLY PURCHASES	Edit		08/31/2011	09/21/2011		09/21/2011	166.91

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Account Total: Office Supply & Printing			1 Invoice Transaction(s)						\$166.91
<u>Account: 785.500 - Govt AC Op Exp &amp; Sup</u>									
21532 - DATA MEDIA PRODUCTS INC	G3181	DVD's and Sleeves	Edit		08/25/2011	09/21/2011		09/21/2011	83.52
21693 - VSA INC	121047	Battery AA	Edit		08/31/2011	09/21/2011		09/21/2011	60.53
Account Total: Govt AC Op Exp & Sup			2 Invoice Transaction(s)						\$144.05
<u>Account: 801.000 - Contract Labor</u>									
5195 - QUACKERS VIDEO PRODUCTIONS	110909	Contract Labor	Edit		09/09/2011	09/21/2011		09/21/2011	135.00
3202 - MICHAEL S VENTIMIGLIO	9081102	Contract Labor	Edit		09/08/2011	09/21/2011		09/21/2011	90.00
4588 - JAYME ARTER	8041110	Contract Labor	Edit		09/09/2011	09/21/2011		09/21/2011	337.50
4384 - JAMES EARL MAY	M110	Contract Labor	Edit		08/25/2011	09/21/2011		09/21/2011	120.00
3589 - MEGAN O'BRIEN	9081101	Contract Labor	Edit		09/08/2011	09/21/2011		09/21/2011	150.00
4661 - KYLE HOFFMAN	3031113	Contract Labor	Edit		09/08/2011	09/21/2011		09/21/2011	585.00
Account Total: Contract Labor			6 Invoice Transaction(s)						\$1,417.50
<u>Account: 810.592 - IT Support &amp; Svc</u>									
2997 - XO COMMUNICATIONS	245757790	SEPTEMBER 2011 STREAMING	Edit		09/05/2011	09/21/2011		09/21/2011	731.94
Account Total: IT Support & Svc			1 Invoice Transaction(s)						\$731.94
<u>Account: 811.000 - Legal Fees</u>									
24798 - NEIL J LEHTO	2625	Legal Fees	Edit		09/01/2011	09/21/2011		09/21/2011	765.00
Account Total: Legal Fees			1 Invoice Transaction(s)						\$765.00
<u>Account: 850.000 - Communications</u>									
24351 - A T & T	586 2541186 0911	Phone Bill	Edit		08/25/2011	09/21/2011		09/21/2011	27.43
24351 - A T & T	586 R410091 0911	LOCAL TELEPHONE	Edit		09/01/2011	09/21/2011		09/21/2011	108.71
24351 - A T & T	586 R011560 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
24351 - A T & T	586 R011561 0911	TI LINE ALLOCATION SEPT 2011	Edit		09/01/2011	09/21/2011		09/21/2011	17.03
Account Total: Communications			4 Invoice Transaction(s)						\$170.20
Department Total: Cable TV			15 Invoice Transaction(s)						\$3,395.60
Fund Total: Cable TV			15 Invoice Transaction(s)						\$3,395.60
<u>Fund: 692 - Equipment Replacement Fund</u>									
<u>Department: 305 - Police Department</u>									
<u>Account: 975.207 - Capital Project - PD Building</u>									
25475 - FRENCH ASSOCIATES INC	10195	ENGINEERING FEES - POLICE BUILDING	Edit		08/30/2011	09/21/2011		09/21/2011	2,516.80
Account Total: Capital Project - PD Building			1 Invoice Transaction(s)						\$2,516.80

**Shelby Township - Live**  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
Department Total: Police Department			1 Invoice Transaction(s)						\$2,516.80
<u>Department: 756 - Riverbends Park</u>									
<u>Account: 985.751 - RBP</u>									
11471 - SQUARE DEAL BLDG SUPPLY	676499	RBP Hickory Grove pavilion siding	Edit		08/04/2011	09/21/2011		09/21/2011	408.30
Account Total: RBP			1 Invoice Transaction(s)						\$408.30
<u>Account: 985.756 - Nature Center &amp; Log Cabin</u>									
13966 - IKON OFFICE SOLUTIONS	5020022416	NC Canon 8/29 -11/28/11	Edit		08/25/2011	09/21/2011		09/21/2011	169.05
Account Total: Nature Center & Log Cabin			1 Invoice Transaction(s)						\$169.05
Department Total: Riverbends Park			2 Invoice Transaction(s)						\$577.35
<u>Department: 758 - Parks - Other</u>									
<u>Account: 750.000 - Equip Maint Cost</u>									
2440 - DTE ENERGY COMPANY	90116928	Holland Ponds tree removal	Edit		08/31/2011	09/21/2011		09/21/2011	1,875.00
Account Total: Equip Maint Cost			1 Invoice Transaction(s)						\$1,875.00
Department Total: Parks - Other			1 Invoice Transaction(s)						\$1,875.00
<u>Department: 774 - Senior Citizen Operations</u>									
<u>Account: 985.000 - Equipment Replacement</u>									
8812 - MATRIX PRINTING SYSTEMS INC	62160	Sept Oct 2011 Sr Newsletter	Edit		08/18/2011	09/21/2011		09/21/2011	626.85
Account Total: Equipment Replacement			1 Invoice Transaction(s)						\$626.85
Department Total: Senior Citizen Operations			1 Invoice Transaction(s)						\$626.85
<u>Department: 789 - Parks Recreation Maintenance</u>									
<u>Account: 985.000 - Equipment Replacement</u>									
15228 - HOME DEPOT CREDIT SERVICES	4032290	18 v combo & misc supplies	Edit		08/29/2011	09/21/2011		09/21/2011	373.98
Account Total: Equipment Replacement			1 Invoice Transaction(s)						\$373.98
Department Total: Parks Recreation Maintenance			1 Invoice Transaction(s)						\$373.98
Fund Total: Equipment Replacement Fund			6 Invoice Transaction(s)						\$5,969.98
<u>Fund: 701 - Trust &amp; Agency</u>									
<u>Account: 255.371 - Bldg Performance Bonds</u>									
4958 - AMERICAN HOME	11 46591	BUILDING BOND RETURN - 2007 25 MILE	Edit		05/26/2011	09/21/2011		09/21/2011	200.00
4721 - COMMERCIAL CONTRACTORS	11 46965	BUILDING BOND RETURN - 13955 HALL	Edit		05/31/2011	09/21/2011		09/21/2011	1,325.00

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
4720 - SUMMIT PROFESSIONAL	11 17023	BUILDING BOND RETURN - 50704 SCHOENHERR	Edit		02/23/2011	09/21/2011		09/21/2011	200.00
25939 - SONA CONSTRUCTION GROUP INC	11 48039	BUILDING BOND RETURN - 6200 26 MILE	Edit		06/03/2011	09/21/2011		09/21/2011	200.00
16234 - ELEGANT ALUMINUM	11 72550	7272 MILLROCK - BLDG BOND	Edit		08/19/2011	09/21/2011		09/21/2011	50.00
23019 - AMERICAN ROLL SHUTTER & AWNING	11 53976	50799 MOUND - BLDG BOND	Edit		06/21/2011	09/21/2011		09/21/2011	25.00
5036 - OMKARA INVESTMENTS LLC	11 68450	4929 GREEN - BLDG BOND	Edit		08/09/2011	09/21/2011		09/21/2011	50.00
1623 - ANDERSON'S INSTALLATION SERVICE INC	11 59498	5730 AUBURN - BLDG BOND	Edit		07/12/2011	09/21/2011		09/21/2011	25.00
22292 - TRI-COUNTY FINISH CARPENTRY INC	11 56699	2233 JUNIPER - BLDG BOND	Edit		07/01/2011	09/21/2011		09/21/2011	200.00
5113 - VALENTINE, BRETT	11 58315	55103 TIMBERS EDGE - BLDG BOND	Edit		07/08/2011	09/21/2011		09/21/2011	50.00
3991 - ENCORE BUILDING INC	11 24992	55110 TIMBERS EDGE - BLDG BOND	Edit		03/14/2011	09/21/2011		09/21/2011	2,450.00
4591 - MONTANA HOMES INC	11 1557	6117 GLENBROOKE - BLDG BOND	Edit		01/05/2011	09/21/2011		09/21/2011	1,040.00
3568 - EAST LLC	11 14280	2284 NICKELBY - BLDG BOND	Edit		02/15/2011	09/21/2011		09/21/2011	980.00
4824 - RAINBOW REAL ESTATE LLC	11 33258	46305 NORTH MANITOU - BLDG BOND	Edit		04/13/2011	09/21/2011		09/21/2011	370.00
4315 - IRENE AND MARK STADANIKAS	10 78135	50765 GRAVEL RIDGE - BLDG BOND	Edit		09/08/2010	09/21/2011		09/21/2011	200.00
1095 - DU-ALL CONTRACTING INC	10 96060	5450 DEBRA - BLDG BOND	Edit		10/25/2010	09/21/2011		09/21/2011	760.00
22673 - BORCHERT BUILDING CO LLC	11 50552	53511 MOUND - BLDG BOND	Edit		06/09/2011	09/21/2011		09/21/2011	25.00
25690 - FRANK/JOSEPHINE PADAR	10 85326	7681 HARTWICK - BLDG BOND	Edit		09/20/2010	09/21/2011		09/21/2011	200.00
4247 - ANTHONY DONATO	10 72332	4605 22 MILE - BLDG BOND	Edit		08/24/2010	09/21/2011		09/21/2011	25.00
4365 - MICHIGAN NATURE ASSOCIATION	10 88577	56601 SCHOENHERR - BLDG BOND	Edit		10/01/2010	09/21/2011		09/21/2011	100.00
3394 - HARROP REMODELING	10 91021	12894 PARKRIDGE - BLDG BOND	Edit		10/07/2010	09/21/2011		09/21/2011	200.00
4252 - ABERDEEN COMMUNITY ASSOCIATION	10 68742	56939 ABERDEEN - BLDG BOND	Edit		08/05/2010	09/21/2011		09/21/2011	200.00
3991 - ENCORE BUILDING INC	10 75946	55110 TIMBERS EDGE - BLDG BOND	Edit		09/02/2010	09/21/2011		09/21/2011	1,000.00
5204 - CHARLES / VICKI SEIDELL	11 74560	53267 SOPHIA - BLDG BOND	Edit		08/25/2011	09/21/2011		09/21/2011	25.00
Account Total: Bldg Performance Bonds			24 Invoice Transaction(s)						\$9,900.00
<u>Account: 270.238 - Funds Held for Base/Softball</u>									
15228 - HOME DEPOT CREDIT SERVICES	1231664	Lombardo dugout	Edit		09/01/2011	09/21/2011		09/21/2011	76.84
13542 - PHOENIX STONE CO	26558	Lombardo field mix	Edit		09/06/2011	09/21/2011		09/21/2011	1,842.00
Account Total: Funds Held for Base/Softball			2 Invoice Transaction(s)						\$1,918.84
<u>Account: 280.803 - Memorial Donations-Trees/Benches</u>									

Shelby Township - Live  
**Accounts Payable by G/L Distribution Report**

From Date: 09/21/2011 - To Date: 09/21/2011

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Payment Date	G/L Date	Invoice Amount
15228 - HOME DEPOT CREDIT SERVICES	6033557	Memorial Bench stain	Edit		09/06/2011	09/21/2011		09/21/2011	27.74
Account Total: Memorial Donations-Trees/Benches			1 Invoice Transaction(s)						\$27.74
Fund Total: Trust & Agency			27 Invoice Transaction(s)						\$11,846.58
<u>Fund: 899809 - BuchinghamForest Street Lighting</u>									
<u>Account: 925.000 - Street Lighting</u>									
278 - CONSUMERS ENERGY	201891527083	AUGUST STREET LIGHTS	Edit		08/31/2011	09/21/2011		09/21/2011	386.27
Account Total: Street Lighting			1 Invoice Transaction(s)						\$386.27
Fund Total: BuchinghamForest Street Lighting			1 Invoice Transaction(s)						\$386.27
Grand Total:			391 Invoice Transaction(s)						\$2,177,223.51

# MEMO

TO: Terri Kowal, Clerk

FROM: Thomas D. Monchak, Acting Deputy Assessor.

DATE: September 14, 2011

CC: Richard Stathakis, Supervisor

RE: Application by **Century Plastics Inc.** for an Industrial Facilities Exemption Certificate for new personal property located at 50543, 50665 and 50787 Utica Drive, **Unit 3** of the Phoenix Shelby Industrial Park. **(Request "A")**

---

Century Plastics Inc. currently occupies three locations in Shelby Township and has applied for property tax abatement for new personal property at two of these locations. This memo addresses one of the two requests.

Please find that I have reviewed the documents submitted by the applicant, and find that the information supplied is consistent with the requirements of the State Tax Commission and the Shelby Township guidelines.

One location for the new equipment is the property at 50543, 50665 and 50787 Utica Drive, **Unit 3** of the Phoenix Shelby Industrial Park which is located in an existing Industrial Development District referred to as 5-IDD-93 that was approved on September 7, 1993. This satisfies the requirement that an Industrial Facility Exemption Certificate is located in such a district.

Please note that the land, existing building and existing personal property are assessed on the ad-valorem tax roll; therefore are not subject to a reduction or abatement of the values or millages. In other words, the land, building and existing personal property have, and will continue to pay the full rate of taxation.

**Application for Exemption from Property Tax for New Personal Property: (Request "A")**  
Century Plastics Inc. is requesting the Shelby Township Board of Trustees to approve an Industrial Facilities Exemption Certificate for new furniture, fixtures, machinery, and equipment, for a period of **12 years** in the amount of **\$2,487,100**. Century Plastics Inc. anticipates that it will retain 220 jobs and **create 19 new jobs** within 2 years of the instillation of the new personal property at both locations.

The Shelby Township guidelines require that an applicant be considered if they will be contributing a substantial investment to the community along with quality employment. The Township board may also consider additional goals and criteria as are consistent with the interests of the Township.

A Public Hearing will be held to discuss the issue, and the Certificate will be decided upon on later that same day as an item on the agenda of the regularly scheduled Board of Trustees meeting.

If you have any questions or comments, please feel free to contact me or Jaime Barra.



# Century Plastics, Inc. 50543 Utica Drive - New Personal Property IFEC Impact

Applicant New Investment (IFT)	<b>\$2,487,100.00</b>
Applicant Previous Investment ( Ad Valorem )	<b>\$7,320,558.00</b>

## Scenario #1 Based on 3 Years - Expiring on 12/30/2014

If the Board of Trustees Approve the request by Century Plastics, Inc. for an IFEC for New Personal Property, Based on New Investment of \$2,487,100, and Existing Equipment valued at \$7,320,558, for a period of 3 Years, the impact to the Township, and all taxing authorities would be as follows:

Tax Year	Real Property Taxable Value	Personal Property Taxable Value	Estimated Tax Impact - Township Only		Estimated Tax Impact - All Taxing Jurisdictions	
			Revenue Abated	Revenue Collected	Revenue Abated	Revenue Collected
2012	0	461,510	\$2,146	\$2,146	\$5,349	\$5,349
2012	0	2,102,088	\$0	\$19,549	\$0	\$48,731
2013	0	1,039,348	\$4,833	\$4,833	\$12,047	\$12,047
2013	0	1,954,942	\$0	\$18,181	\$0	\$45,320
2014	0	898,429	\$4,178	\$4,178	\$10,414	\$10,414
2014	0	1,818,096	\$0	\$16,908	\$0	\$42,147
<b>Total</b>			<b>\$11,157</b>	<b>\$65,795</b>	<b>\$27,810</b>	<b>\$164,009</b>

Assumptions: Personal Property Investment was determined from Application. IFT Personal Property value was estimated using The Machinery & Equipment depreciation Table. Existing Equipment value was estimated based on a depreciation rate of 7%/Yr, based on 2011 Taxable Values. Ad Valorem Real Property Taxes are not included in this scenario.

## Scenario #2 Based on 5 Years - Expiring on 12/30/2016

If the Board of Trustees Approve the request by Century Plastics, Inc. for an IFEC for New Personal Property, Based on New Investment of \$2,487,100, and Existing Equipment valued at \$7,320,558, for a period of 5 Years, the impact to the Township, and all taxing authorities would be as follows:

Tax Year	Real Property Taxable Value	Personal Property Taxable Value	Estimated Tax Impact - Township Only		Estimated Tax Impact - All Taxing Jurisdictions	
			Revenue Abated	Revenue Collected	Revenue Abated	Revenue Collected
2012	0	461,510	\$2,146	\$2,146	\$5,349	\$5,349
2012	0	2,102,088	\$0	\$19,549	\$0	\$48,731
2013	0	1,039,348	\$4,833	\$4,833	\$12,047	\$12,047
2013	0	1,954,942	\$0	\$18,181	\$0	\$45,320
2014	0	898,429	\$4,178	\$4,178	\$10,414	\$10,414
2014	0	1,818,096	\$0	\$16,908	\$0	\$42,147
2015	0	796,880	\$3,705	\$3,705	\$9,237	\$9,237
2015	0	1,690,829	\$0	\$15,725	\$0	\$39,197
2016	0	715,017	\$3,325	\$3,325	\$8,288	\$8,288
2016	0	1,572,471	\$0	\$14,624	\$0	\$36,453
<b>Total</b>			<b>\$18,187</b>	<b>\$103,173</b>	<b>\$45,335</b>	<b>\$257,184</b>

Assumptions: Personal Property Investment was determined from Application. IFT Personal Property value was estimated using The Machinery & Equipment depreciation Table. Existing Equipment value was estimated based on a depreciation rate of 7%/Yr, based on 2011 Taxable Values. Ad Valorem Real Property Taxes are not included in this scenario.

## Scenario #3 Based on 10 Years - Expiring on 12/30/2021

If the Board of Trustees Approve the request by Century Plastics, Inc. for an IFEC for New Personal Property, Based on New Investment of \$2,487,100, and Existing Equipment valued at \$7,320,558, for a period of 10 Years, the impact to the Township, and all taxing authorities would be as follows:

Tax Year	Real Property Taxable Value	Personal Property Taxable Value	Estimated Tax Impact - Township Only		Estimated Tax Impact - All Taxing Jurisdictions	
			Revenue Abated	Revenue Collected	Revenue Abated	Revenue Collected
2012	0	461,510	\$2,146	\$2,146	\$5,349	\$5,349
2012	0	2,102,088	\$0	\$19,549	\$0	\$48,731
2013	0	1,039,348	\$4,833	\$4,833	\$12,047	\$12,047
2013	0	1,954,942	\$0	\$18,181	\$0	\$45,320
2014	0	898,429	\$4,178	\$4,178	\$10,414	\$10,414
2014	0	1,818,096	\$0	\$16,908	\$0	\$42,147
2015	0	796,880	\$3,705	\$3,705	\$9,237	\$9,237
2015	0	1,690,829	\$0	\$15,725	\$0	\$39,197
2016	0	715,017	\$3,325	\$3,325	\$8,288	\$8,288
2016	0	1,572,471	\$0	\$14,624	\$0	\$36,453
2017	0	645,590	\$3,002	\$3,002	\$7,483	\$7,483
2017	0	1,462,398	\$0	\$13,600	\$0	\$33,902
2018	0	588,598	\$2,737	\$2,737	\$6,822	\$6,822
2018	0	1,360,030	\$0	\$12,648	\$0	\$31,528
2019	0	544,041	\$2,530	\$2,530	\$6,306	\$6,306
2019	0	1,264,828	\$0	\$11,763	\$0	\$29,321
2020	0	501,549	\$2,332	\$2,332	\$5,814	\$5,814
2020	0	1,176,290	\$0	\$10,939	\$0	\$27,269
2021	0	462,178	\$2,149	\$2,149	\$5,357	\$5,357
2021	0	1,093,950	\$0	\$10,174	\$0	\$25,360
<b>Total</b>			<b>\$30,937</b>	<b>\$175,047</b>	<b>\$77,117</b>	<b>\$436,347</b>

Assumptions: Personal Property Investment was determined from Application. IFT Personal Property value was estimated using The Machinery & Equipment depreciation Table. Existing Equipment value was estimated based on a depreciation rate of 7%/Yr, based on 2011 Taxable Values. Ad Valorem Real Property Taxes are not included in this scenario.

**CHARTER TOWNSHIP OF SHELBY**  
**MACOMB COUNTY, MICHIGAN**

**RESOLUTION TO ESTABLISH AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

Resolution made and adopted at a regular meeting of the Board of Trustees of the Charter Township of Shelby, Macomb County, Michigan, held in the Municipal Building on the **20th** day of **September, 2011** at 7:00 p.m.

PRESENT: Members \_\_\_\_\_

ABSENT: Members \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_ and supported by Member \_\_\_\_\_.

**WHEREAS, Century Plastics Inc.**, a Michigan Corporation, located at 50543 Utica Drive, 50665 Utica Drive, and 50787 Utica Drive, specifically described as Unit No. 3 of the Phoenix Shelby Industrial Park, as amended, has requested the Township Board of the Charter Township of Shelby approve its Application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended;

**WHEREAS**, the Charter Township of Shelby is a local governmental unit empowered to establish Industrial Development Districts pursuant to Act 198, Public Acts of 1974, as amended;

**WHEREAS**, the Township Board on **September 7, 1993** , by Resolution established an Industrial Development District No. **5-1993**, pursuant to the petition of the titleholders, **Walter K Winkle, Patricia A. Winkle, and Jean Snauwaert.**

**WHEREAS, Century Plastics Inc.**, as a lessee, will occupy an existing facility located upon a parcel of land situated within the aforesaid duly established Industrial Development District and will have the obligation to pay all ad valorem personal property taxes levied thereon;

**WHEREAS**, the Applicant is requesting consideration for new personal property only within the meaning of the aforesaid Act, which shall be situated within the aforesaid duly established Industrial Development District;

**WHEREAS**, the purchase and installation of said personal property has not begun earlier than six (6) months before the filing of said Application, which was accomplished on **August 29, 2011**, the date of acceptance of application for the Industrial Facilities Exemption Certificate.

**WHEREAS**, upon completion of the installation of said personal property, the applicant is calculated to, and will at the time of issuance of the proposed Certificate, have a reasonable likelihood of maintaining existing employment as well as creating additional employment within the Charter Township of Shelby;

**WHEREAS**, the Township Board established **September 20, 2011** at 7:00 p.m. as the date and time, and the Shelby Township Offices located at 52700 Van Dyke Avenue, Shelby Township, Michigan 48316, as the place for the holding of a public hearing on the question of whether the aforesaid Application should be approved.

**WHEREAS**, the Township Clerk of the Charter Township of Shelby has given written notice of said public hearing to the assessor of the Charter Township of Shelby and to the legislative body of each taxing unit which levies ad valorem property taxes in the Charter Township of Shelby, and has published a notice of said public hearing in a newspaper of general circulation with the Charter Township of Shelby.

**WHEREAS**, the Township Board has afforded the applicant, the assessor, representatives of the affected taxing units, all residents and taxpayers of the Charter Township of Shelby an opportunity to be heard in person or by written communication as to whether the aforesaid Application should be approved; and,

**WHEREAS**, the Township Board has been informed that the taxable value of the property proposed to be exempt pursuant to the aforesaid Application when considered together with the aggregate taxable value of property exempt under certificates previously granted and currently in force, does not exceed five (5%) percent of the taxable value of the Charter Township of Shelby.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF SHELBY, MACOMB COUNTY, MICHIGAN;**

**1. That the Township Board finds and determines that the granting of an Industrial Facilities Exemption Certificate to Century Plastics Inc., when considered together with the aggregate amount of Industrial Facility Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 225 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Charter Township of Shelby, or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Shelby.**

2. That the Township Board hereby approves the Application for an Industrial Facilities Exemption Certificate with respect to new personal property filed by **Century Plastics Inc.**, for a period of \_\_\_\_\_ years, effective **December 31, 2011, to expire**

**December 30, 20\_\_\_**, to be situated within Industrial Development District No. **5-1993**,

which is described as follows:

Land situated in the Township of Shelby, County of Macomb, State of Michigan,  
to wit:

A parcel located in and being a part of the Northeast ¼ of Section 24, Town 3 North, Range 12 East, Shelby Township, Macomb County, Michigan, and being more particularly described as: Beginning at a point on the north line of Section 24 (being the center of 23 Mile Road ) east 1534.31 feet from the north quarter post of said section 24; thence continuing along said north line of section 24 east 789.53 feet; thence south 03 degrees 25 minutes 52 seconds west 2664.94 feet to a point on the east and west quarter line of said Section 24; thence along said east and west quarter line north 89 degrees 55 minutes 12 seconds west 989.72 feet; thence north 03 degrees 15 minutes east 1619.63 feet; thence east 208.71 feet; thence north 03 degrees 15 minutes east 1045.43 feet to the point of beginning; Except The Land Described as: Commencing at the Northeast ¼ corner of said Section 24; thence along the north line of said Section 24 south 87 degrees 33 minutes 40 seconds west 328.70 feet to the point of beginning; thence continuing south 87 degrees 33 minutes 40 seconds west 786.53 feet; thence south 03 degrees 18 minutes 00 seconds west 60.39 feet; thence north 87 degrees 33 minutes 40 seconds east 54.76 feet; thence along a curve to the right, 733.08 feet whose radius 5064.93 feet and whose long chord bears south 88 degrees 17 minutes 33 seconds east 732.44 feet; thence north 01 degree 15 minutes 00 seconds east 113.28 feet to the point of beginning.

**AYES:**                   Members \_\_\_\_\_

**NAYS:**                Members \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
**TERRI KOWAL, TOWNSHIP CLERK**

**CERTIFICATE OF CLERK**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Shelby, County of Macomb, State of Michigan, at a regular meeting held on **September 20, 2011** and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

\_\_\_\_\_  
**TERRI KOWAL, MMC, TOWNSHIP CLERK**

**ORIGINAL**

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

11 AUG 29 PM 3:24

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

**APPLICANT INFORMATION**  
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) <b>Century Plastics, Inc.</b>		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>326199</b>	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>50543, 50665, 50787 Utica Drive, Shelby Twp, MI 48315</b>		▶ 1d. City/Township/Village (indicate which) <b>Township</b>	▶ 1e. County <b>Macomb</b>
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		▶ 3a. School District where facility is located <b>Utica</b>	▶ 3b. School Code <b>50210</b>
		4. Amount of years requested for exemption (1-12 Years) <b>12</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Century Plastics Inc. (CPI) provides high-quality, injection molded assemblies for the auto industry. CPI is investing \$2,641,100 in new personal property at 2 of its 3 facilities in Shelby in order to add capacity required to meet the companies continued growth. \$2,487,100 at 50543, 50665, 50787 (1 building w/ 1 legal desc.) & \$154,000 at 50413.

6a. Cost of land and building improvements (excluding cost of land)..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <b>\$0.00</b>
6b. Cost of machinery, equipment, furniture and fixtures..... * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <b>\$2,487,100.00</b>
6c. Total Project Costs..... * Round Costs to Nearest Dollar	▶ <b>\$2,487,100.00</b> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	4/1/11	4/1/12	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. <b>220</b>	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. <b>19</b>
-------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....	_____
b. TV of Personal Property (excluding inventory) .....	_____
c. Total TV .....	_____

▶ 12a. Check the type of District the facility is located in:

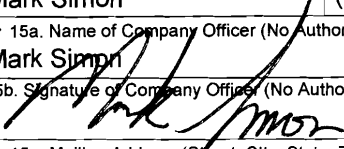
Industrial Development District       Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) <b>9/9/93</b>	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
-----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Mark Simon</b>	13b. Telephone Number <b>(586) 566-3900</b>	13c. Fax Number <b>(586) 532-8153</b>	13d. E-mail Address <b>msimon@centuryplastics.net</b>
14a. Name of Contact Person <b>Mark Simon</b>	14b. Telephone Number <b>(586) 566-3900</b>	14c. Fax Number <b>(586) 532-8153</b>	14d. E-mail Address <b>msimon@centuryplastics.net</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Mark Simon</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(586) 532-8153</b>	15d. Date <b>8/25/11</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>50413 Utica Drive</b>		15f. Telephone Number <b>(586) 566-3900</b>	15g. E-mail Address <b>msimon@centuryplastics.net</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit  <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:  <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

# REVISED

Century Plastics, Inc.-IFEC APPLICATION — ATTACHMENT (Sec. 6B)

APPLICANT COMPANY: Century Plastics, Inc. - Shelby Twp

## MACHINERY & EQUIPMENT

COLUMN I ORIGINAL ESTIMATED COST	COLUMN II EXPECTED INSTALLATION DATE M/D/Y	COLUMN III ORIGINAL LIST DESCRIPTION	COLUMN IV ACTUAL PURCHASE DATE M/D/Y	COLUMN V ACTUAL INSTALLATION DATE M/D/Y	COLUMN VI ACTUAL DESCRIPTION ON DEPRECIATION SCHEDULE	COLUMN VII ACTUAL COST
				4/1/2011	Press 220 Installation	\$193,000
				5/1/2011	Grinding Room	\$150,000
				5/1/2011	Plant 3 Upgrade	\$74,000
				6/1/2011	Compression Machine 305	\$92,000
				6/1/2011	Machine 301 Refurbish	\$19,000
				6/1/2011	Air Compressor Plt. 2, 2.5, 3	\$68,000
				8/1/2011	Workcell Tables Plant 1	\$20,000
				8/1/2011	Trim Press 350 Program	\$63,000
				8/1/2011	GMX 226 Trim Die	\$62,000
\$11,500	9/1/2011	CPI#2657 Poke- Yoke				
\$9,600	9/1/2011	Capacitors				
\$400,000	1/1/2012	1100 Ton Press				
\$1,000,000	4/1/2012	(2) 1300 Ton Presses				
\$1,421,100	PAGE TOTALS					\$548,000

COMBINED PAGE TOTAL:

\$1,969,100

2,167,100 MB

541,000 MB



IFEC APPLICATION — ATTACHMENT (Sec. 6B)

APPLICANT COMPANY: Century Plastics, Inc.- Shelby Twp

**OFFICE EQUIPMENT**

COLUMN I ORIGINAL ESTIMATED COST	COLUMN II EXPECTED INSTALLATION DATE M/D/Y	COLUMN III ORIGINAL LIST DESCRIPTION	COLUMN IV ACTUAL PURCHASE DATE M/D/Y	COLUMN V ACTUAL INSTALLATION DATE M/D/Y	COLUMN VI ACTUAL DESCRIPTION ON DEPRECIATION SCHEDULE	COLUMN VII ACTUAL COST
\$50,000	1/1/2012	Phone System				
<b>\$50,000</b>	<b>PAGE TOTALS</b>					<b>\$0</b>

COMBINED PAGE TOTAL: \$50,000

IFEC APPLICATION — ATTACHMENT (Sec. 6B)

APPLICANT COMPANY: **Century Plastics, Inc. - Shelby Twp**

**COMPUTER EQUIPMENT**

<b>COLUMN I</b>	<b>COLUMN II</b>	<b>COLUMN III</b>	<b>COLUMN IV</b>	<b>COLUMN V</b>	<b>COLUMN VI</b>	<b>COLUMN VII</b>
<b>ORIGINAL ESTIMATED COST</b>	<b>EXPECTED INSTALLATION DATE M/D/Y</b>	<b>ORIGINAL LIST DESCRIPTION</b>	<b>ACTUAL PURCHASE DATE M/D/Y</b>	<b>ACTUAL INSTALLATION DATE M/D/Y</b>	<b>ACTUAL DESCRIPTION ON DEPRECIATION SCHEDULE</b>	<b>ACTUAL COST</b>
				4/1/2011	Plant Floor Scanning	\$60,000
				5/1/2011	Maintenance Software	\$15,000
\$200,000	11/1/2011	ERP Software				
<b>\$200,000</b>	<b>PAGE TOTALS</b>					<b>\$75,000</b>

**COMBINED PAGE TOTAL: \$275,000**

**PROPERTY DESCRIPTION – Century Plastics, Inc.**

The following three addresses are all located within 1 single building and act as a single unit categorized under the legal description of L3 PHOENIX SHELBY INDUSTRIAL PARK MACOMB CO CONDO PLAN NO 529 UNIT 3.. These three addresses are included in the attached application.

**Address:** 50543 Utica Drive, Shelby Township, MI 48315

50665 Utica Drive, Shelby Township, MI 48315

50787 Utica Drive, Shelby Township, MI 48315

**Parcel #:** 23-07-24-227-003

**Legal:** L3 PHOENIX SHELBY INDUSTRIAL PARK MACOMB CO CONDO  
PLAN NO 529 UNIT 3

# Map - Century Plastics, Inc. - Address Locations



**INDUSTRIAL FACILITIES EXEMPTION APPLICATION  
AFFIDAVIT OF PROJECT BEGIN DATES**

I do swear and affirm by my signature below that the real property project beginning of construction date and/or personal property project installation begin date, associated with the application for Industrial Facilities Tax Exemption Certificate under P.A. 198 of 1974, as amended, in the amount of \$ 2,487,100.00, filed with the city/township/village of Shelby, for a facility located at 50543, 50665, AND 50787 Utica Dr., are as follows:

Real Property Project Begin Date: \_\_\_\_\_

Personal Property Project Installation Date: 4/1/11

**Applicant Name:** Century Plastics, Inc.

Signature 

Printed Name Mark Jordan

Title COO

Date 8/25/11

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION  
AFFIDAVIT OF FEES**

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

Charter Township of Shelby

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Century Plastics, Inc.

Signed  \_\_\_\_\_

Printed Name Mark Simon

Title CEO

Date 8/25/11

IFEC AGREEMENT  
BETWEEN  
THE CHARTER TOWNSHIP OF SHELBY  
AND  
CENTURY PLASTICS, INC.

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Charter Township of Shelby (the "Township") and CENTURY PLASTICS, INC. (The "Company").

**WHEREAS**, the Company has submitted the attached Application to the Township requesting approval of an Industrial Facilities Exemption Certificate, pursuant to Michigan Public Act 198 of 1974, as amended, for property located at 50543, 50665, AND 50787 UTICA DRIVE (the "Project Site"). A copy of the Application is attached as Exhibit A;

**WHEREAS**, pursuant to Section 22 of Act 334 of Public Acts of 1993, it is necessary for the Township and the Company to enter into a written agreement prior to approval and issuance of an Industrial Facilities Exemption Certificate (IFEC); and

**WHEREAS**, this agreement must formally accompany any application made by the Company for an IFEC to the State of Michigan, setting forth conditions and regulations to be upheld during an abatement period.

**NOW THEREFORE**, the parties agree to the following:

1. **Definitions**. The parties agree that the term "Approval Date" means the effective date of certification of the IFEC, as promulgated by the Michigan State Tax commission.
2. **General**. (Check applicable boxes consistent with the Application):
  - a. The Company will make the improvements set forth in the application within two (2) years of the Approval Date of the IFEC but not later than \_\_\_\_\_.
  - b. The Company will purchase and install the equipment and machinery set forth in the application within two (2) years of the Approval Date but not later than \_\_\_\_\_.

- c. If the Company vacates the Project Site for which the IFEC has been approved and issued prior to the end of the term of this Agreement, the Company agrees to make reasonable provisions satisfactory to the Township and in compliance with all applicable laws, codes and ordinances to maximize the likelihood of re-occupancy or re-use of the unoccupied building for productive use within a reasonable time period after the existing premises is vacated. These provisions shall include, but not be limited to demolition of the obsolete industrial property, clean-up of any environmental contamination, and maintenance of landscaping, parking lots, retention ponds and upkeep of the building and any structures located upon the Project Site in a clean, attractive and safe condition until the Project Site and any buildings located thereon may be reused or reoccupied.
3. **Commitment.** The Company further agrees to continue to operate its existing business at the Project Site for the period of the IFEC in order to retain the benefits of the IFEC, unless the Township consents to the Company's relocation. The Company further understands that if it chooses to leave the Township without obtaining the Township's permission to relocate prior to the end of the term of the IFEC, the township shall have the right to recapture from the Company an amount up to and including the total amount of taxes abated by the IFEC.
4. **Compliance with Laws.** The company agrees that it will operate the Project Site in accordance with all applicable Federal, State and Local laws or regulations, including but not limited to those laws relating to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other environmental regulations.
5. **Unforeseen Events.** By execution of this Agreement, it is understood that the Company's investment in the Project Site and the Township's investment in granting of the IFEC is to encourage economic growth within the Township. The Township acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this Agreement and the terms of the Application. The Township will give the Company an opportunity to explain the reasons for any variations from the representations contained in the Application and will evaluate the Company's situation prior to taking any action authorized by paragraphs 3 and 7 of this agreement.
6. **Recording.** Upon approval and issuance of the IFEC, this Agreement shall be recorded with the Macomb County Register of Deeds at the Company's expense.



- (c) personal property expenditures have not been made or retained at the Project Site,
- (d) employment has not been reached or retained as represented by the Company in the Application,
- (e) that the tax abatement approved by the Township in accordance with the guidelines of the Industrial Tax Facilities Abatement Program is reduced by the action of the Commission's receipt of a copy of the Board of Trustees resolution authorizing such reduction in the term, revocation of the IFEC, or recovery of the abated taxes, or
- (f) the Company is operating at the Project Site in violation of applicable local ordinance, federal or state regulations including but not limited to those laws relating to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other environmental regulations.

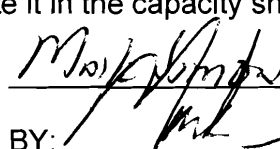

8. **Entire Agreement.** This Agreement is the entire agreement of the parties relating to the matters covered by the Agreement, and no prior or subsequent promises, representations or assurances, whether oral or in writing or in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement executed by authorized representatives of the parties to this Agreement.

The individuals signing below acknowledge that they have read this Agreement and that they have the legal authority to execute it in the capacity shown below.

WITNESSES:

Nicole Hall  
(Print Name)

GREGORY E. AVSHARIAN  
(Print Name)

  
BY:   
(Print Name)

ITS: COU

STATE OF MICHIGAN    )  
                                  )ss.  
COUNTY OF MACOMB    )

The foregoing letter was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Macomb County, Michigan  
My Commission Expires:

**ACCEPTED BY:**

**THE CHARTER TOWNSHIP OF  
SHELBY**, a Michigan municipal  
corporation

**WITNESSES:**

\_\_\_\_\_

By: \_\_\_\_\_  
**RICHARD STATHAKIS, Supervisor**

\_\_\_\_\_

By: \_\_\_\_\_  
**TERRI KOWAL, Township Clerk**

STATE OF MICHIGAN    )  
                                          )ss.  
COUNTY OF MACOMB    )

The foregoing acceptance was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Richard Stathakis, Supervisor and Terri Kowal, Township Clerk on behalf of the Charter Township of Shelby, a Michigan municipal corporation.

---

Notary Public  
Macomb County, Michigan  
My Commission Expires:

**WHEN RECORDED RETURN TO:**

Township Clerk  
Charter Township of Shelby  
52700 Van Dyke Avenue  
Shelby Twp., MI 48316

13,993.17 - 11/1/2010

LEASE AGREEMENT 2

50543

①

THIS LEASE is made this 20<sup>th</sup> day of October, 2004, by and between Phoenix Shelby Industrial 3, L.L.C., a Michigan limited liability company as Lessor (hereinafter designated as the "Landlord"), and Century Plastics, Inc., a Michigan corporation as Lessee (hereinafter designated as the "Tenant").

(1) DESCRIPTION

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease to the Tenant the following described demised Premises situated in the County of Macomb, Michigan, to wit:

A 28,920 square foot part (the southernmost 1/3) of an industrial building, containing approximately 86,760 square feet, commonly known as 50543 Utica Drive, Shelby Township, Michigan, 48315, along with a truck well of approximately 800 square feet to be constructed by landlord according to the terms and conditions of this Lease.

(2) TERM AND RENT

This Lease shall be for the term of sixty (60) months from and after the first day of December 01, 2004 or on another date either earlier or later than this date so long as said date is agreed upon in writing by both Tenant and Landlord. During the continuance of this Lease, the Tenant shall yield and pay unto the Landlord the sum of Eight Hundred Thirty Nine Thousand Five Hundred Ninety and 00/100 Dollars (\$839,590.00) in lawful money of the United States, for base rent of said Premises. The rent shall be payable in monthly installments, in advance, upon the first (1st) day of each and every month, as follows:

**"SEE ATTACHED EXHIBIT A "LEASE RATE SCHEDULE"**

The Tenant hereby hires the said Premises for the said term as above described and covenants well truly to pay, or cause to be paid, unto the Landlord the rent described above at the dates and times above mentioned.

(3) TAXES AND ASSESSMENTS

Upon receipt of property tax bills from the Landlord or directly from the taxing authority Tenant agrees to pay, as additional rent for the Premises, the pro-rata share (based on 29,720 square feet) of the property taxes and property assessments (general and special, on a graduated basis over the term of the assessment), which may be levied upon the Premises until the termination of the original term, and any extended term, of this Lease. All such taxes, assessments, and other impositions shall be paid by the Tenant directly to the landlord. Taxes and assessments for the first and last year of

the original term, or any extended term, of this Lease shall be prorated on a due date basis between the Landlord and the Tenant so that the Tenant will be responsible for any tax or assessment attributable to the period during which the Tenant has possession of the Premises in the year in which this Lease commences or is terminated.

Nothing herein shall be deemed to obligate the Tenant to pay any income, inheritance, estate, or succession tax; or to pay any corporation, franchise, or excise taxes which may be assessed or levied against the Landlord or Landlord's income from the leased Premises.

#### (4) INSURANCE

Tenant agrees to take out liability insurance in the amounts as indicated herein and have the Landlord as an additional insured within the terms of that policy.

Landlord assumes no responsibility to maintain and keep in effect, a policy or policies with respect to the loss of Tenant's personal property and a policy or policies of "Special Form" insurance covering the replacement cost of all alterations, additions or improvements, if any, installed or placed on the Premises by Tenant.

Tenant agrees, at its own cost and expense, to maintain and keep in effect a policy or policies with respect to Commercial General Liability at the following minimum limits:

General Aggregate Limit:	\$4,000,000.00
Each occurrence:	\$2,000,000.00

Landlord shall be named as an additional insured as respects to Commercial General Liability.

Tenant agrees, at its own cost and expense, to maintain and keep in effect, insurance covering Special Form perils (subject to specific exclusions) on the building and all other improvements to the Premises in an amount equal to the full replacement cost thereof, naming the Landlord as the Loss Payee as respects to said property. All proceeds from such Insurance, except proceeds related to Tenant's leasehold improvements, shall be payable to the Landlord for expenses including but not limited to the repair and restoration for the building and improvements to the Premises. In the event Landlord's mortgage lender requires said property Insurance to be acquired by Landlord, Landlord shall provide Tenant sixty (60) days notice of Landlord's intent to maintain such insurance in order for Tenant to cancel Tenant's similar insurance. Thereafter, Landlord, will provide said coverage, and Tenant shall reimburse Landlord for said coverage within thirty (30) days of receipt of said Insurance premium billing, which shall be no more frequent than when the insurer's bill Landlord. Further, Tenant agrees to reimburse Landlord for any additional certificates or endorsements that may be required by Lender to close any permanent mortgage financing for the Landlord.

Tenant and Landlord shall cause each insurance policy described in the Lease to be written in such a manner so as to provide that the insuring company waives all rights to recovery by way of subrogation against the Tenant or Landlord in connection with any loss or damage covered by any such policies. The Landlord retains the right to request any specific documents or certificates relevant to any of the above said policies in order to assure compliance with all of the said terms. Such insurance shall be procured from a "B+" rated or better insurance company as listed on Best Key Rating Guide licensed to do business in the State of Michigan and shall insure Landlord, Landlord's mortgage, and Tenant to their full respective interests.

Tenant or Landlord shall furnish and deliver to the Landlord or Tenant a certificate and certificates of insurance, evidencing such insurance coverage as outlined in this Paragraph upon commencement of this Lease. Thereafter, the Tenant or Landlord shall provide such certificate(s) no later than thirty (30) days before the expiration of the prior certificate. If Tenant fails to provide such proof to the specified standards, the Landlord may obtain coverage at the Tenant's expense payable to the Landlord immediately upon request. All such policies shall provide that it not be materially changed or canceled unless at least thirty (30) days prior written notice of cancellation or change shall have been delivered to the Landlord and Tenant.

#### (5) LANDLORD'S EXPENDITURES

If the Tenant shall default in any payment or expenditure (other than the rent required to be paid or expended by the Tenant under the terms of this Lease), the Landlord may, at his option, make such payment or expenditure. In such an event, the amount of the Landlord's payment shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day, together with interest at the rate of nine (9%) percent per annum from the date of such payment or expenditure by the Landlord and, upon default in such payment by the Tenant, the Landlord shall have the same remedies as upon default in the payment of rent.

#### (6) PLACE OF PAYMENT

All payments of rent, or other sums, to be made to the Landlord shall be made at such place as the Landlord shall, from time to time, designate in writing.

#### (7) EXTERIOR GROUNDS MAINTENANCE

The Tenant shall maintain the exterior area (i.e., lawn and landscaping, snow removal, debris, etc) at Tenant's sole cost and expense.

#### (8) LATE PAYMENT

If any installment of rent is unpaid for TEN days after its due date, Tenant agrees to pay a charge in the amount of five (5%) percent of the overdue rent as a late charge.

(9) ASSIGNMENT

The Tenant covenants not to assign or transfer this Lease, except to parties owned or controlled by Tenant or by Tenant's owners, or otherwise hypothecate or mortgage the same; or sublet said Premises (or any part thereof) without the written consent of the Landlord. Landlord specifically agrees to provide his written consent to Tenant's assignment of this Lease to any purchaser of substantially all of the assets or business of Tenant, any merger or share exchange of Tenant or any sale of all or substantially all capital stock of Tenant provided that in any case Century Plastics, Inc., remains a guarantor under this Lease. In the event of any assignment, transfer, hypothecation, mortgage, or subletting without the written consent of the Landlord, the Landlord may enter and re-possess the leased Premises. The Landlord shall not unreasonably withhold condition or delay its consent to any sub-leasing assignment, mortgage or other transfer.

(10) BANKRUPTCY AND INSOLVENCY OF TENANT

The Tenant agrees that if the estate created by this Lease shall be taken in execution or by other process of law; or if the Tenant shall be declared bankrupt or insolvent according to the law; or if any receiver shall be made of the Tenant's property for the benefit of its creditors, then and in such event, this Lease may be immediately canceled, at the option of the Landlord.

(11) SUBORDINATION

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lease where there is interest in the Premises and on the land and buildings of which the Premises are a part, or upon any buildings thereafter placed upon the land of which the Premises form a part provided Lessee's quiet enjoyment shall not be disturbed so long as Tenant is not in default of its obligations under the Lease. Tenant covenants and agrees to execute and deliver an instrument evidencing such subordination upon the written request of the Landlord. Tenant agrees upon written request of the Landlord to execute and deliver an Estoppel Letter identifying the commencement date and expiration date of the term of this Lease, and stating that this Lease is unmodified and in full force and effect and that there is no Landlord default claimed by the Tenant. The certificate will also confirm the amount of monthly rent.

(12) BUILDING ADDITION AND SITE IMPROVEMENTS

N/A

(13) FIRE

It is understood and agreed that if the leased Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, the Landlord will repair and restore the same to good, tenantable condition with reasonable dispatch. The rent herein provided for shall abate entirely, in case the entire Premises are untenable, and pro-rata for the portion rendered untenable, in case only a part of the Premises is untenable, until the same is restored to a tenantable condition. However, if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time and, as a result, the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay. Further, there shall be no abatement of rent if damage to the Premises results from the gross negligence or willful act of the Tenant, its agents, or employees. If any fire or other casualty to the Premises results from the negligent or willful act of Landlord, its agents or employees, Landlord shall be responsible for all damages, costs and expenses resulting there from to Tenant and its agents or employees. If the Tenant shall use any part of the leased Premises for storage during the period of repair, a reasonable charge shall be made therefore against the Tenant. In case the leased Premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half (1/2) of the value thereof, the Landlord may, at its option, immediately terminate this Lease by giving written notice to the other party. Finally, if any damages or destruction pursuant to this Paragraph cannot be repaired or replaced within one hundred (100) days of same damage or destruction, then Landlord or Tenant, may at their sole option, terminate this Lease.

Should the Tenant choose to voluntarily purchase or should a federal, state, or local ordinance, or law require a fire alarm system as extra protection against fire damage, the Tenant agrees to pay market value for installation of such a system. In addition to the initial installation, Tenant agrees to pay the sum of \$36.00 per quarter for monitoring this system. Both services shall be provided by Chesterfield Alarm Company, DBA Alarm Central, owned and operated by Walter K. Winkle for the duration of this lease. Contact Tricia Sommers at Alarm Central regarding contracts at (586) 949-8440.

#### (14) POSSESSION PRIOR TO COMMENCEMENT

N/A

#### (15) REPAIRS BY LANDLORD

The Landlord, after receiving written notice from the Tenant (and having reasonable opportunity thereafter to obtain the necessary workmen therefore), agrees to keep in good order and repair the roof, the cement and asphalt parking areas and driveways surrounding the Premises, the water lines, plumbing lines, electric lines, and other public utilities located outside of the building and Addition (unless the responsibility of the utility or unless caused by the negligence or intentional acts of Tenant or its employees, guests, subtenants or agents), and the four (4) outer walls (including the structured steel) of the Premises, but not the doors, door frames, window



glass, window casings, window frames, windows, or any of the appliances or appurtenances of; or attachments to said doors, door frames, window glass, window casings, window frames, or windows or any attachments to said building or Premises used in connection therewith.

#### (16) INDEMNIFICATION

The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or party in, on, or about the leased Premises, caused by any negligent acts or omissions of Tenant, its agents or employees. Reciprocally, Landlord agrees to indemnify and hold Tenant harmless from any liability for damages to any person or property in, on or about said leased Premises caused by any negligent act or omissions of Landlord, its agents or employees. Landlord shall procure and keep in effect during the term of this Lease, general liability insurance covering any negligent acts or omissions of Landlord, its agents or employees.

#### (17) REPAIRS BY TENANT

During the continuation of this Lease, and except as provided in Paragraph 15, above, the Tenant further covenants and agrees that it will, at its own expense, keep the leased Premises (and every part thereof) in as good repair and in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. All alterations, additions, or improvements made upon the leased Premises by the Tenant including, but not limited to office furniture and trade fixtures, may be removed by the Tenant at the termination of this Lease, provided Tenant restores the Premises to their condition prior to such alterations, additions, or improvements. Alternatively, Tenant may abandon the alterations, additions or improvements or parts thereof, to the Landlord with Landlord's approval.

#### (18) INSTALLATION OF SPECIAL EQUIPMENT

Tenant has the right to install special equipment for utilization in Tenant's operations at the Premises. Tenant may remove all such special equipment at termination of this Lease, or any extensions hereof, provided Tenant restores the Premises to their condition prior to the installation of such special equipment and upon Landlord's demand, Tenant shall remove all such special equipment at the termination of this Lease and return the Premises in the same condition as when taken, reasonable wear and tear and damage by the elements excepted.

#### (19) EMINENT DOMAIN

If the whole, or any substantial part, of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day that possession of the part shall be required for any public purpose. The rent shall be paid by the Tenant up to that day and, from that day forward, the Tenant shall have the right either to cancel this Lease

and declare the same null and void, or to continue in possession of the remainder of the leased Premises under the terms and conditions provided herein, except that the rent shall be reduced in proportion to the amount of the Premises so taken. All damages awarded for any such taking shall belong to, and be the property of, the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the leased Premises, except that the Landlord shall not be entitled to any portion of the award made to Tenant for loss of business or for moving expenses.

#### (20) RESERVATION

The Landlord reserves the right of free access, at all times, to the roof of the leased Premises. The Tenant shall not erect any structures for storage, or any aerial, or use the roof for any purpose without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

#### (21) CARE OF PREMISES

The Tenant shall not perform any acts or carry on any practices which may injure the building, or be a nuisance or menace to other Tenants in the Building, and shall keep the Premises under its control (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, snow and ice at all times. It is further agreed that, in the event the Tenant shall not comply with these provisions, the Landlord may enter upon the Premises and have rubbish and dirt, removed and the sidewalks cleaned. In such an event, the Tenant agrees to pay all reasonable charges that the Landlord shall incur for hauling rubbish and dirt or cleaning walks. Upon verification of said costs, said charges shall be paid to the Landlord by the Tenant as soon as the bill is presented to the Tenant, and the Landlord shall have the same remedy as is provided in Paragraph 5 of this Lease in the event of Tenant's failure to pay.

The Tenant shall, at its own expense (under penalty of forfeiture and damages) promptly comply with all laws, orders, regulations, or ordinances of all municipal, County, and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same.

The Tenant is entitled to inspect the Premises just prior to move in, and will advise the Landlord of any problems, which problems the Landlord will correct within a reasonable time thereafter.

Should the Tenant choose to voluntarily purchase or should a federal, state, or local ordinance, or law require a burglar alarm system, the Tenant agrees to pay market value for installation of such a system. In addition to the initial installation, Tenant agrees to pay the sum of no less than \$20.00 and no more than \$50.00 per month for monitoring this system. Both services shall be provided by Chesterfield Alarm Company, DBA Alarm Central, owned and operated by Walter K. Winkle for the duration

of this lease. Contact Tricia Sommers at Alarm Central regarding contracts at (586) 949-8440.

(22) RE-RENTING

The Tenant hereby agrees that, for a period commencing ninety (90) days prior to the termination of this Lease, the Landlord, accompanied by a Tenant representative, and may show the Premises to prospective Tenants. The Tenant further agrees that, for a period commencing sixty (60) days prior to the termination of this Lease, the Landlord may display in and about the leased Premises (and windows thereof) the usual and ordinary "To Rent" signs.

(23) HOLDING OVER

It is hereby agreed that, in the event of the Tenant "holding over" after the termination of this Lease, the tenancy shall thereafter be from "month-to month", in the absence of a written agreement to the contrary.

(24) GAS, WATER, HEAT, ELECTRICITY

The Tenant will pay all charges made against the leased Premises for gas, water, heat, and electricity during the continuance of this Lease, as the same become due upon receipt of said bills from the utility companies.

(25) ADVERTISING DISPLAY

It is further agreed that all signs and advertising displayed in and about the leased Premises shall be such only as advertises the business carried on upon the leased Premises by the Tenant; that the Landlord shall control the character and size thereof; and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord. Further, no awning shall be installed or used on the exterior of said building unless it has been approved in writing by the Landlord.

(26) ACCESS TO PREMISES

The Landlord shall, upon twenty four (24) hours notice to Tenant, have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. Tenant shall have the right to appoint a representative to accompany the Landlord on such an inspection tour. The notice provision and the right to accompany the Landlord will be waived in the event of an emergency imperiling life or property. If the Landlord deems any repairs necessary, the Landlord may require repairs that are the Tenant's reasonable responsibility under the Lease to its portion of the building. If the Tenant fails to make said repairs, the Landlord may make or cause to be made, such repairs as he shall deem necessary. In such an event, the Landlord shall not be responsible to the Tenant for any loss or damage that may accrue to the

Tenants' stock or business by reason thereof. If the Landlord makes, or causes to be made, such repairs, the Tenant agrees that it will, upon verification of said costs, immediately pay to the Landlord the reasonable cost thereof, with interest at nine (9%) percent per annum and, if the Tenant shall default in such payment, the Landlord shall have the remedies provided in Paragraph 5 of this Lease. This Paragraph shall not apply to those repairs that are the responsibility of the Landlord as described in Paragraph 15, above, and in the attachment if any, entitled "Alterations".

#### (27) LANDLORD ACCESS TO STRUCTURE AND UTILITIES

Landlord shall have an easement through the demised Premises for access to any gas, sewer, water, electric, telephone or other utility mains or lines located within the demised Premises to provide those services to other Tenants located in the building in which the demised Premises are located. Landlord shall also have access to structural components of the building located within the demised Premises for adding to, revising, enlarging, repairing, maintaining or completing any adjacent part of the building in which the demised Premises are located. Landlord shall be responsible for repairing any damage caused by accessing those structural components and utility lines and for restoring any area disturbed to the condition it was immediately prior to the Landlord's work.

#### (28) RE-ENTRY

In case any rent to be paid under the terms of this Lease shall be due and unpaid, or if default be made by the Tenant in any of the covenants herein contained, or is the leased Premises shall be deserted or vacated then it shall be lawful for the Landlord, his certain attorney, heirs, representatives, and assigns to re-enter into, and repossess, the leased Premises and the Tenant, and each and every occupant therein, to remove and put out. However, this right of repossession shall be effective only after Landlord has provided Tenant with written notice of the claimed default (including non-payment of rent) and Tenant has failed within thirty (30) days of such delivery of such notice of default, to cure the default or if the claimed default cannot be cured within such period, Tenant has failed to commence and diligently pursue curing such default.

In the event Landlord elects to terminate this Lease, then Tenant shall remain liable to Landlord for all rent and other obligations under this Lease and damages incurred by Landlord as a result of Tenant's default, and Landlord shall have the right to accelerate all of the rent (including estimated additional rent) due or to become due hereunder for the balance of the term of this Lease and Tenant shall forthwith pay to Landlord as damages, the entire amount thereof. If Tenant shall pay such entire amount to Landlord, such payment in full shall first be discounted, as of the day of such full payment, for the present value of such payment.

#### (29) QUIET ENJOYMENT

The Landlord covenants that, upon payment of all of the above described covenants, the Tenant shall and may peacefully and quietly have, hold, and enjoy the leased Premises for the term of this Lease.

(30) EXPENSES - DAMAGES, RE-ENTRY

In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the actual expenses incurred by him in obtaining possession of same. In such an event, the Tenant further agrees to pay all expenses and commissions which may be paid in and about the letting of same, and all other damages.

(31) REMEDIES NOT EXCLUSIVE

It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, or benefits allowed by law.

(32) WAIVER

One or more waivers of any covenant or condition of this Lease by the Landlord shall not be construed as a waiver of a later or further breach of the same covenant or condition.

(33) TOXIC AND HAZARDOUS MATERIAL

Tenant agrees that it will not permit the storage of any toxic and/or hazardous material (including asbestos, PCBs, pesticides, herbicides, and any other material deemed toxic and/or hazardous by the United States Environmental Protection Agency) in, on and/or around said building and the site in violation of any federal, state, or local law, statute, ordinance, or regulation. The Tenant further agrees that it will indemnify and save the Landlord harmless from any actions, costs and expenses in connection with hazardous and/or toxic materials which relate to the Premises and which are a result of actions taken by the Tenant. In the event that the leased Premises shall become contaminated as a result of any toxic or hazardous waste or substances that may have been the aforesaid hazardous and/or toxic material, the Tenant, at its sole expense, shall promptly take all steps required to repair and/or restore the leased Premises to a "contamination-free" ("legally-habitable") condition. If, at any time, it is determined that there are any toxic and /or hazardous materials located on the Premises which, under any environmental requirement, require special handling in storage, collection, treatment, or disposal, the Tenant shall immediately take such actions (at its sole expense) as are necessary to comply with all environmental requirements, and shall comply therein with due diligence, after written notice thereof from the Landlord. Landlord represents to the best of Landlord's knowledge that, at the time Tenant occupies the Premises, the Premises are free of contaminants as defined

herein. Landlord agrees to indemnify and hold harmless the Tenant from and against any and all actions, claims, suits, damages, judgments, costs, charges, expenses, attorney fees, or other liabilities arising out of, or as a result of, any toxic or hazardous waste or substances (hereinafter collectively "Contaminants") that may have been deposited on or about the Premises by the Landlord or by any other party prior to the commencement of this Lease.

Should any liability, loss, claim, damage, or expense arise from which both Landlord is required to indemnify Tenant under this agreement and Tenant is required to indemnify Landlord under this agreement, such liability, loss, claim, damage or expense shall be apportioned between Landlord and Tenant in accordance with the degrees of respective fault of Landlord and Landlord's predecessors in title and persons previously having an interest in the Premises through Landlord or Landlord's predecessors on the one hand, and Tenant on the other Hand, or, if fault shall not be the basis therefore, in such manner as shall fairly reflect the respective responsibilities of the parties in connection therewith.

"Contaminants" as used in this agreement shall mean any substance which is regulated, or subject to the provision of any federal, state or local law, ordinance, rule, regulation or policy including, but not limited to the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Water Pollution Control Act; the Clean Air Act; the Asbestos Hazardous Emergency Response Act; and the State counterparts of such acts including but not limited to the Michigan Natural Resources and Environmental Protection Act. "Environmental Laws" as used in this Lease means any laws governing or regulating Contaminants as the term Contaminants is used herein.

#### (34) LEASE EXTENSION OPTIONS

Tenant is granted one (1) option to lease the Premises for one (1) additional five (5) year term, which option(s) must be exercised in writing and delivered to Landlord at least ninety (90) days prior to the termination of the primary term of this Lease. All of the terms and provisions of this Lease shall remain in full force and effect, except for the amount of rent, which shall be Seven Hundred Forty Three Thousand and No/100 Dollars (\$743,000.00) payable in monthly installments of Twelve Thousand Three Hundred Eighty Three and 33/100 Dollars (\$12,383.33) in lawful money of the United States.

#### (35) NOTICES

Whenever, under this Lease, a provision is made for notice of any kind from one party to the other, it shall be deemed sufficient notice and service of same if such notice is in writing, addressed to the party at the address set forth below, and deposited as "Certified Mail, Return Receipt Requested" in the United States Mail with postage

prepaid. Notices need to be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

Tenant's Address: Century Plastics, Inc.  
50413 Utica Drive  
Shelby Township, Michigan 48315  
Attn: Greg Avsharian

Landlord's Address: Walter K. Winkle  
Phoenix Shelby Industrial 3, L.L.C.  
26950 Twenty Three Mile Rd.  
Chesterfield, MI 48051  
(586) 949-4670, Fax: (586) 949-4741

It is agreed that, for the purposes of this Lease, the word "he" shall be used as synonymous with the words "she", "it", and "they"; and the word "his" as synonymous with the words "her", "its", and "their".

The covenants, conditions, and agreements made and entered into by the parties to this Lease are declared binding on their respective heirs, successors, representatives, and assigns.

#### (36) SECURITY DEPOSIT

Landlord is currently holding and will continue to hold an amount of Zero Dollars (\$0.00) which is to be retained as security for the faithful performance by the Tenant of all of the covenants, conditions, and agreements of this Lease. In no event shall the Landlord be obliged to apply the Security Deposit upon the rents or other charges in arrears, or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements of this Lease; however, the Landlord may so apply the Security Deposit, at his sole option. The Landlord's right to possession of the premises for non-payment of rent, or for any other reason, shall not in any way be affected by reason of the fact that the Landlord holds this Security Deposit. The Security Deposit (if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease) is to be returned to the Tenant when this Lease is terminated according to its terms. However, in no event is the Security Deposit to be returned until the Tenant has vacated the premises and delivered possession thereof to the Landlord. In the event that the Landlord repossesses himself of the premises because of the Tenant's default, or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the Security Deposit upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the Security Deposit as a separate fund, but may mix the Security Deposit with his own funds.

(37) USE AND OCCUPANCY

It is understood and agreed between the parties hereto that, during the continuance of this Lease, the Premises shall be used and occupied for light industrial manufacturing, related services and offices. The leased Premises shall not be used for any other purpose without the written consent of the Landlord. The Tenant further agrees that it will not use the Premises for any purpose in violation of any law, municipal ordinance, or regulation.

(38) NEW CONSTRUCTION

N/A

(39) ALTERATIONS

Tenant shall not make any alterations, additions, modifications or improvements ("Alterations") to the leased Premises without the prior written consent of Landlord. Landlord will not unreasonably withhold condition or delay its consent with respect only to nonstructural Alterations which do not modify the exterior of the buildings, which do not adversely affect the architectural design or systems or do not involve any demolition work or which do not change the character or use of the leased Premises. All Alterations made by Tenant or the removal thereof shall be made free of all liens and encumbrances and in compliance with all laws.

(40) WAIVER OF SUBROGATION

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Lease shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord and Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

(41) TENANT'S FINANCIAL INFORMATION

Tenant agrees, upon request by Landlord, to provide to the Landlord after the date of this Lease until the expiration of the term of this Lease (including any exercised option term), but not more often than semi-annually, the periodic financial reports of Century Plastics, Inc. as reported to any shareholders.

(42) ENTIRE AGREEMENT

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, between Landlord and Tenant concerning the leased Premises.



(43) CONSTRUCTION

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

(44) BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

(45) TERMINATION OF PRIOR LEASES

N/A

(46) TIME IS OF THE ESSENCE

WITNESSED BY:

LANDLORD:

Phoenix Shelby Industrial 3, L.L.C., a  
Michigan limited liability company

Michael S R  
Michael S Rambow

Walter K. Winkle  
Walter K. Winkle, Member

TENANT:

Century Plastics, Inc., a Michigan  
Corporation

Michael S R  
Michael S Rambow

Greg Aysharian  
By: Greg Aysharian  
Its: Authorized Officer and Owner

LEASE AGREEMENT 3

50787 (2)

THIS LEASE is made this 8<sup>th</sup> day of August, 2006, by and between Phoenix Shelby Industrial 3, L.L.C., a Michigan limited liability company as Lessor (hereinafter designated as the "Landlord"), and Century Plastics, Inc., a Michigan corporation as Lessee (hereinafter designated as the "Tenant").

(1) DESCRIPTION

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease to the Tenant the following described demised Premises situated in the County of Macomb, Michigan, to wit:

A 28,920 square foot part (the southernmost 1/3) of an industrial building, containing approximately 86,760 square feet, commonly known as 50665 Utica Drive, Shelby Township, Michigan, 48315, along with a proposed truck well of approximately 800 square feet to be constructed by landlord according to the terms and conditions of this Lease.

(2) TERM AND RENT

This Lease shall be for the term of thirty-eight and one-half months (38 1/2) from and after the fifteenth day of September 2006. During the continuance of this Lease, the Tenant shall yield and pay unto the Landlord the sum of Five Hundred Seventy Three Thousand Three Hundred Forty Eight and 16/100 Dollars (\$573,348.16) in lawful money of the United States, for base rent of said Premises. The rent shall be payable in monthly installments, in advance, upon the fifteenth (15<sup>th</sup>) day of each and every month, as follows:

One-half month rent in the amount of Seven Thousand Four Hundred Forty Six Dollars and 08/100s (\$7,446.08) representing the rent from September 15<sup>th</sup>, to September 30 due and payable on December 1<sup>st</sup>, 2009. Fourteen Thousand Eight Hundred Ninety Two Dollars and 16/100s (\$14,892.16) representing the rent from October 1<sup>st</sup> 2006 thru October 31<sup>st</sup> 2006 and a like sum due and payable on the first (1<sup>st</sup>) day of every month for the next thirty-eight (38) months.

The Tenant hereby hires the said Premises for the said term as above described and covenants well truly to pay, or cause to be paid, unto the Landlord the rent described above at the dates and times above mentioned.

(3) TAXES AND ASSESSMENTS

Upon receipt of property tax bills from the Landlord or directly from the taxing authority Tenant agrees to pay, as additional rent for the Premises, the pro-rata share

(based on 29,720 square feet) of the property taxes and property assessments (general and special, on a graduated basis over the term of the assessment), which may be levied upon the Premises until the termination of the original term, and any extended term, of this Lease. All such taxes, assessments, and other impositions shall be paid by the Tenant directly to the landlord. Taxes and assessments for the first and last year of the original term, or any extended term, of this Lease shall be prorated on a due date basis between the Landlord and the Tenant so that the Tenant will be responsible for any tax or assessment attributable to the period during which the Tenant has possession of the Premises in the year in which this Lease commences or is terminated.

Nothing herein shall be deemed to obligate the Tenant to pay any income, inheritance, estate, or succession tax; or to pay any corporation, franchise, or excise taxes which may be assessed or levied against the Landlord or Landlord's income from the leased Premises.

#### (4) INSURANCE

Tenant agrees to take out liability insurance in the amounts as indicated herein and have the Landlord as an additional insured within the terms of that policy.

---

Landlord assumes no responsibility to maintain and keep in effect, a policy or policies with respect to the loss of Tenant's personal property and a policy or policies of "Special Form" insurance covering the replacement cost of all alterations, additions or improvements, if any, installed or placed on the Premises by Tenant.

Tenant agrees, at its own cost and expense, to maintain and keep in effect a policy or policies with respect to Commercial General Liability at the following minimum limits:

General Aggregate Limit:	\$4,000,000.00
Each occurrence:	\$2,000,000.00

Landlord shall be named as an additional insured as respects to Commercial General Liability.

Landlord agrees, at Tenant's sole cost and expense, to obtain and keep in effect, insurance covering Special Form perils (subject to specific exclusions) on the building and all other improvements to the Premises in an amount equal to the full replacement cost thereof, naming the Landlord as the Loss Payee as respects to said property. All proceeds from such insurance, except proceeds related to Tenant's leasehold improvements, shall be payable to the Landlord for expenses including but not limited to the repair and restoration for the building and improvements to the Premises. Landlord will invoice Tenant for said insurance semi-annually with payments due from Tenant within ten (10) days of receipt of said invoices from Landlord.

Tenant and Landlord shall cause each insurance policy described in the Lease to be written in such a manner so as to provide that the insuring company waives all rights to recovery by way of subrogation against the Tenant or Landlord in connection with any loss or damage covered by any such policies. The Landlord retains the right to request any specific documents or certificates relevant to any of the above said policies in order to assure compliance with all of the said terms. Such insurance shall be procured from an "A" rated or better insurance company as listed on Best Key Rating Guide licensed to do business in the State of Michigan and shall insure Landlord, Landlord's mortgagee, and Tenant to their full respective interests.

Tenant shall furnish and deliver to the Landlord a certificate and certificates of insurance, evidencing such insurance coverage as outlined in this Paragraph upon commencement of this Lease. Thereafter, the Tenant shall provide such certificate(s) no later than thirty (30) days before the expiration of the prior certificate. If Tenant fails to provide such proof to the specified standards, the Landlord may obtain coverage at the Tenant's expense payable to the Landlord immediately upon request. All such policies shall provide that it not be materially changed or canceled unless at least thirty (30) days prior written notice of cancellation or change shall have been delivered to the Landlord and Tenant.

---

(5) LANDLORD'S EXPENDITURES

If the Tenant shall default in any payment or expenditure (other than the rent required to be paid or expended by the Tenant under the terms of this Lease), the Landlord may, at his option, make such payment or expenditure. In such an event, the amount of the Landlord's payment shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day, together with interest at the rate of nine (9%) percent per annum from the date of such payment or expenditure by the Landlord and, upon default in such payment by the Tenant, the Landlord shall have the same remedies as upon default in the payment of rent.

(6) PLACE OF PAYMENT

All payments of rent, or other sums, to be made to the Landlord shall be made at such place, as the Landlord shall, from time to time, designate in writing.

(7) EXTERIOR GROUNDS MAINTENANCE

The Tenant shall maintain the exterior area (i.e., lawn and landscaping, snow removal, debris, etc) at Tenant's sole cost and expense.

(8) LATE PAYMENT

If any installment of rent is unpaid for TEN days after its due date, Tenant agrees to pay a charge in the amount of five (5%) percent of the overdue rent as a late charge.

(9) ASSIGNMENT

The Tenant covenants not to assign or transfer this Lease, except to parties owned or controlled by Tenant or by Tenant's owners, or otherwise hypothecate or mortgage the same; or sublet said Premises (or any part thereof) without the written consent of the Landlord. Landlord specifically agrees to provide his written consent to Tenant's assignment of this Lease to any purchaser of substantially all of the assets or business of Tenant, any merger or share exchange of Tenant or any sale of all or substantially all capital stock of Tenant provided that in any case Century Plastics, Inc., remains a guarantor under this Lease. In the event of any assignment, transfer, hypothecation, mortgage, or subletting without the written consent of the Landlord, the Landlord may enter and re-possess the leased Premises. The Landlord shall not unreasonably withhold condition or delay its consent to any sub-leasing assignment, mortgage or other transfer.

---

(10) BANKRUPTCY AND INSOLVENCY OF TENANT

The Tenant agrees that if the estate created by this Lease shall be taken in execution or by other process of law; or if the Tenant shall be declared bankrupt of insolvent according to the law; or if any receiver shall be made of the Tenant's property for the benefit of its creditors, then and in such event, this Lease may be immediately canceled, at the option of the Landlord.

(11) SUBORDINATION

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lease where there is interest in the Premises and on the land and buildings of which the Premises are a part, or upon any buildings thereafter placed upon the land of which the Premises form a part provided Lessee's quiet enjoyment shall not be disturbed so long as Tenant is not in default of its obligations under the Lease. Tenant covenants and agrees to execute and deliver an instrument evidencing such subordination upon the written request of the Landlord. Tenant agrees upon written request of the Landlord to execute and deliver an Estoppel Letter identifying the commencement date and expiration date of the term of this Lease, and stating that this Lease is unmodified and in full force and effect and that there is no Landlord default claimed by the Tenant. The certificate will also confirm the amount of monthly rent.

(12) BUILDING ADDITION

The Landlord provides no guarantee that the truck well can or will be constructed by the time of commencement of this lease or at anytime thereafter. Such construction is subject to approval of the local jurisdiction and will be pursued judiciously.

(13) FIRE

It is understood and agreed that if the leased Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, the Landlord will repair and restore the same to good, tenantable condition with reasonable dispatch. The rent herein provided for shall abate entirely, in case the entire Premises are untenable, and pro-rata for the portion rendered untenable, in case only a part of the Premises is untenable, until the same is restored to a tenantable condition. However, if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time and, as a result, the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay. Further, there shall be no abatement of rent if damage to the Premises results from the gross negligence or willful act of the Tenant, its agents, or employees. If any fire or other casualty to the Premises results from the negligent or willful act of Landlord, its agents or employees, Landlord shall be responsible for all damages, costs and expenses resulting there from to Tenant and its agents or employees. If the Tenant shall use any part of the leased Premises for storage during the period of repair, a reasonable charge shall be made therefore against the Tenant. In case the leased Premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half (1/2) of the value thereof, the Landlord may, at its option, immediately terminate this Lease by giving written notice to the other party. Finally, if any damages or destruction pursuant to this Paragraph cannot be repaired or replaced within one hundred (100) days of same damage or destruction, then Landlord or Tenant, may at their sole option, terminate this Lease.

Should the Tenant choose to voluntarily purchase or should a federal, state, or local ordinance, or law require a fire alarm system as extra protection against fire damage, the Tenant agrees to pay market value for installation of such a system. In addition to the initial installation, Tenant agrees to pay the sum of \$36.00 per quarter for monitoring this system. Both services shall be provided by Chesterfield Alarm Company, DBA Alarm Central, owned and operated by Walter K. Winkle for the duration of this lease. Contact Tricia Sommers at Alarm Central regarding contracts at (586) 421-1775.

(14) POSSESSION PRIOR TO COMMENCEMENT

N/A

(15) REPAIRS BY LANDLORD

The Landlord, after receiving written notice from the Tenant (and having reasonable opportunity thereafter to obtain the necessary workmen therefore), agrees to keep in good order and repair the roof, the cement and asphalt parking areas and driveways surrounding the Premises, the water lines, plumbing lines, electric lines, and other public utilities located outside of the building and Addition (unless the responsibility of the utility or unless caused by the negligence or intentional acts of Tenant or its employees, guests, subtenants or agents), and the four (4) outer walls (including the structured steel) of the Premises, but not the doors, door frames, window glass, window casings, window frames, windows, or any of the appliances of; appurtenances of; or attachments to said doors, door frames, window glass, window casings, window frames, or windows or any attachments to said building or Premises used in connection therewith.

(16) INDEMNIFICATION

The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or party in, on, or about the leased Premises, caused by any negligent acts or omissions of Tenant, its agents or employees. Reciprocally, Landlord agrees to indemnify and hold Tenant harmless from any liability for damages to any person or property in, on or about said leased Premises caused by any negligent act or omissions of Landlord, its agents or employees. Landlord shall procure and keep in effect during the term of this Lease, general liability insurance covering any negligent acts or omissions of Landlord, its agents or employees.

(17) REPAIRS BY TENANT

During the continuation of this Lease, and except as provided in Paragraph 15, above, the Tenant further covenants and agrees that it will, at its own expense, keep the leased Premises (and every part thereof) in as good repair and in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. All alterations, additions, or improvements made upon the leased Premises by the Tenant including, but not limited to office furniture and trade fixtures, may be removed by the Tenant at the termination of this Lease, provided Tenant restores the Premises to their condition prior to such alternations, additions, or improvements. Alternatively, Tenant may abandon the alterations, additions or improvements or parts thereof, to the Landlord with Landlord's approval.

(18) INSTALLATION OF SPECIAL EQUIPMENT

Tenant has the right to install special equipment for utilization in Tenant's operations at the Premises. Tenant may remove all such special equipment at termination of this Lease, or any extensions hereof, provided Tenant restores the Premises to their condition prior to the installation of such special equipment and upon Landlord's demand, Tenant shall remove all such special equipment at the termination



of this Lease and return the Premises in the same condition as when taken, reasonable wear and tear and damage by the elements excepted.

(19) EMINENT DOMAIN

If the whole, or any substantial part, of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day that possession of the part shall be required for any public purpose. The rent shall be paid by the Tenant up to that day and, from that day forward, the Tenant shall have the right either to cancel this Lease and declare the same null and void, or to continue in possession of the remainder of the leased Premises under the terms and conditions provided herein, except that the rent shall be reduced in proportion to the amount of the Premises so taken. All damages awarded for any such taking shall belong to, and be the property of, the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the leased Premises, except that the Landlord shall not be entitled to any portion of the award made to Tenant for loss of business or for moving expenses.

(20) RESERVATION

---

The Landlord reserves the right of free access, at all times, to the roof of the leased Premises. The Tenant shall not erect any structures for storage, or any aerial, or use the roof for any purpose without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(21) CARE OF PREMISES

The Tenant shall not perform any acts or carry on any practices which may injure the building, or be a nuisance or menace to other Tenants in the Building, and shall keep the Premises under its control (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, snow and ice at all times. It is further agreed that, in the event the Tenant shall not comply with these provisions, the Landlord may enter upon the Premises and have rubbish and dirt, removed and the sidewalks cleaned. In such an event, the Tenant agrees to pay all reasonable charges that the Landlord shall incur for hauling rubbish and dirt or cleaning walks. Upon verification of said costs, said charges shall be paid to the Landlord by the Tenant as soon as the bill is presented to the Tenant, and the Landlord shall have the same remedy as is provided in Paragraph 5 of this Lease in the event of Tenant's failure to pay.

The Tenant shall, at its own expense (under penalty of forfeiture and damages) promptly comply with all laws, orders, regulations, or ordinances of all municipal, County, and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same.

The Tenant is entitled to inspect the Premises just prior to move in, and will advise the Landlord of any problems, which problems the Landlord will correct within a reasonable time thereafter.

Should the Tenant choose to voluntarily purchase or should a federal, state, or local ordinance, or law require a burglar alarm system, the Tenant agrees to pay market value for installation of such a system. In addition to the initial installation, Tenant agrees to pay the sum of no less than \$20.00 and no more than \$50.00 per month for monitoring this system. Both services shall be provided by Chesterfield Alarm Company, DBA Alarm Central, owned and operated by Walter K. Winkle for the duration of this lease. Contact Tricia Sommers at Alarm Central regarding contracts at (586) 421-1775.

(22) RE-RENTING

The Tenant hereby agrees that, for a period commencing ninety (90) days prior to the termination of this Lease, the Landlord, accompanied by a Tenant representative, and may show the Premises to prospective Tenants. The Tenant further agrees that, for a period commencing sixty (60) days prior to the termination of this Lease, the Landlord may display in and about the leased Premises (and windows thereof) the usual and ordinary "To Rent" signs.

(23) HOLDING OVER

It is hereby agreed that, in the event of the Tenant "holding over" after the termination of this Lease, the tenancy shall thereafter be from "month-to month", in the absence of a written agreement to the contrary.

(24) GAS, WATER, HEAT, ELECTRICITY

The Tenant will pay all charges made against the leased Premises for gas, water, heat, and electricity during the continuance of this Lease, as the same become due upon receipt of said bills from the utility companies.

(25) ADVERTISING DISPLAY

It is further agreed that all signs and advertising displayed in and about the leased Premises shall be such only as advertises the business carried on upon the leased Premises by the Tenant; that the Landlord shall control the character and size thereof; and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord. Further, no awning shall be installed or used on the exterior of said building unless it has been approved in writing by the Landlord.

(26) ACCESS TO PREMISES

The Landlord shall, upon twenty four (24) hours notice to Tenant, have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. Tenant shall have the right to appoint a representative to accompany the Landlord on such an inspection tour. The notice provision and the right to accompany the Landlord will be waived in the event of an emergency imperiling life or property. If the Landlord deems any repairs necessary, the Landlord may require repairs that are the Tenant's reasonable responsibility under the Lease to its portion of the building. If the Tenant fails to make said repairs, the Landlord may make or cause to be made, such repairs as he shall deem necessary. In such an event, the Landlord shall not be responsible to the Tenant for any loss or damage that may accrue to the Tenants' stock or business by reason thereof. If the Landlord makes, or causes to be made, such repairs, the Tenant agrees that it will, upon verification of said costs, immediately pay to the Landlord the reasonable cost thereof, with interest at nine (9%) percent per annum and, if the Tenant shall default in such payment, the Landlord shall have the remedies provided in Paragraph 5 of this Lease. This Paragraph shall not apply to those repairs that are the responsibility of the Landlord as described in Paragraph 15, above, and in the attachment if any, entitled "Alterations".

---

(27) LANDLORD ACCESS TO STRUCTURE AND UTILITIES

Landlord shall have an easement through the demised Premises for access to any gas, sewer, water, electric, telephone or other utility mains or lines located within the demised Premises to provide those services to other Tenants located in the building in which the demised Premises are located. Landlord shall also have access to structural components of the building located within the demised Premises for adding to, revising, enlarging, repairing, maintaining or completing any adjacent part of the building in which the demised Premises are located. Landlord shall be responsible for repairing any damage caused by accessing those structural components and utility lines and for restoring any area disturbed to the condition it was immediately prior to the Landlord's work.

(28) RE-ENTRY

In case any rent to be paid under the terms of this Lease shall be due and unpaid, or if default be made by the Tenant in any of the covenants herein contained, or is the leased Premises shall be deserted or vacated then it shall be lawful for the Landlord, his certain attorney, heirs, representatives, and assigns to re-enter into, and repossess, the leased Premises and the Tenant, and each and every occupant therein, to remove and put out. However, this right of repossession shall be effective only after Landlord has provided Tenant with written notice of the claimed default (including non-payment of rent) and Tenant has failed within thirty (30) days of such delivery of such notice of default, to cure the default or if the claimed default cannot be cured within such period, Tenant has failed to commence and diligently pursue curing such default.

In the event Landlord elects to terminate this Lease, then Tenant shall remain liable to Landlord for all rent and other obligations under this Lease and damages incurred by Landlord as a result of Tenant's default, and Landlord shall have the right to accelerate all of the rent (including estimated additional rent) due or to become due hereunder for the balance of the term of this Lease and Tenant shall forthwith pay to Landlord as damages, the entire amount thereof. If Tenant shall pay such entire amount to Landlord, such payment in full shall first be discounted, as of the day of such full payment, for the present value of such payment.

(29) QUIET ENJOYMENT

The Landlord covenants that, upon payment of all of the above-described covenants, the Tenant shall and may peacefully and quietly have, hold, and enjoy the leased Premises for the term of this Lease.

(30) EXPENSES - DAMAGES, RE-ENTRY

In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the actual expenses incurred by him in obtaining possession of same. In such an event, the Tenant further agrees to pay all expenses and commissions which may be paid in and about the letting of same, and all other damages.

(31) REMEDIES NOT EXCLUSIVE

It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, or benefits allowed by law.

(32) WAIVER

One or more waivers of any covenant or condition of this Lease by the Landlord shall not be construed as a waiver of a later or further breach of the same covenant or condition.

(33) TOXIC AND HAZARDOUS MATERIAL

Tenant agrees that it will not permit the storage of any toxic and/or hazardous material (including asbestos, PCBs, pesticides, herbicides, and any other material deemed toxic and/or hazardous by the United States Environmental Protection Agency) in, on and/or around said building and the site in violation of any federal, state, or local law, statute, ordinance, or regulation. The Tenant further agrees that it will indemnify and save the Landlord harmless from any actions, costs and expenses in connection with hazardous and/or toxic materials which relate to the Premises and which are a result of actions taken by the Tenant. In the event that the leased Premises shall

become contaminated as a result of any toxic or hazardous waste or substances that may have been the aforesaid hazardous and/or toxic material, the Tenant, at its sole expense, shall promptly take all steps required to repair and/or restore the leased Premises to a "contamination-free" ("legally-habitable") condition. If, at any time, it is determined that there are any toxic and /or hazardous materials located on the Premises which, under any environmental requirement, require special handling in storage, collection, treatment, or disposal, the Tenant shall immediately take such actions (at its sole expense) as are necessary to comply with all environmental requirements, and shall comply therein with due diligence, after written notice thereof from the Landlord. Landlord represents to the best of Landlord's knowledge that, at the time Tenant occupies the Premises, the Premises are free of contaminants as defined herein. Landlord agrees to indemnify and hold harmless the Tenant from and against any and all actions, claims, suits, damages, judgments, costs, charges, expenses, attorney fees, or other liabilities arising out of, or as a result of, any toxic or hazardous waste or substances (hereinafter collectively "Contaminants") that may have been deposited on or about the Premises by the Landlord or by any other party prior to the commencement of this Lease.

Should any liability, loss, claim, damage, or expense arise from which both Landlord is required to indemnify Tenant under this agreement and Tenant is required to indemnify Landlord under this agreement, such liability, loss, claim, damage or expense shall be apportioned between Landlord and Tenant in accordance with the degrees of respective fault of Landlord and Landlord's predecessors in title and persons previously having an interest in the Premises through Landlord or Landlord's predecessors on the one hand, and Tenant on the other Hand, or, if fault shall not be the basis therefore, in such manner as shall fairly reflect the respective responsibilities of the parties in connection therewith.

"Contaminants" as used in this agreement shall mean any substance which is regulated, or subject to the provision of any federal, state or local law, ordinance, rule, regulation or policy including, but not limited to the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Water Pollution Control Act; the Clean Air Act; the Asbestos Hazardous Emergency Response Act; and the State counterparts of such acts including but not limited to the Michigan Natural Resources and Environmental Protection Act. "Environmental Laws" as used in this Lease means any laws governing or regulating Contaminants as the term Contaminants is used herein.

#### (34) LEASE EXTENSION OPTIONS

Tenant is granted one (1) option to lease the Premises for one (1) additional five (5) year term, which option(s) must be exercised in writing and delivered to Landlord at least ninety (90) days prior to the termination of the primary term of this Lease. All of the terms and provisions of this Lease shall remain in full force and effect, except for the amount of rent, which shall be Seven Hundred Eighty Seven Thousand Five Hundred

Eighty Dollars (\$787,580) payable in monthly installments of Thirteen Thousand One Hundred Twenty Six and 33/100 Dollars (\$13,126.33) in lawful money of the United States.

(35) NOTICES

Whenever, under this Lease, a provision is made for notice of any kind from one party to the other, it shall be deemed sufficient notice and service of same if such notice is in writing, addressed to the party at the address set forth below, and deposited as "Certified Mail, Return Receipt Requested" in the United States Mail with postage prepaid. Notices need to be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

Tenant's Address: Century Plastics, Inc.  
50413 Utica Drive  
Shelby Township, Michigan 48315  
Attn: Greg Avsharian

Landlord's Address: Walter K. Winkle  
Phoenix Shelby Industrial 3, L.L.C.  
26950 Twenty Three Mile Rd.  
Chesterfield, MI 48051  
(586) 949-4670, Fax: (586) 949-4741

---

It is agreed that, for the purposes of this Lease, the word "he" shall be used as synonymous with the words "she", "it", and "they"; and the word "his" as synonymous with the words "her", "its", and "their".

The covenants, conditions, and agreements made and entered into by the parties to this Lease are declared binding on their respective heirs, successors, representatives, and assigns.

(36) SECURITY DEPOSIT

Landlord is currently holding and will continue to hold an amount of Zero Dollars (\$0.00) which is to be retained as security for the faithful performance by the Tenant of all of the covenants, conditions, and agreements of this Lease. In no event shall the Landlord be obliged to apply the Security Deposit upon the rents or other charges in arrears, or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements of this Lease; however, the Landlord may so apply the Security Deposit, at his sole option. The Landlord's right to possession of the premises for non-payment of rent, or for any other reason, shall not in any way be affected by reason of the fact that the Landlord holds this Security Deposit. The Security Deposit (if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease) is to be returned to the Tenant when this Lease is

terminated according to its terms. However, in no event is the Security Deposit to be returned until the Tenant has vacated the premises and delivered possession thereof to the Landlord. In the event that the Landlord repossesses himself of the premises because of the Tenant's default, or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the Security Deposit upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the Security Deposit as a separate fund, but may mix the Security Deposit with his own funds.

#### (37) USE AND OCCUPANCY

It is understood and agreed between the parties hereto that, during the continuance of this Lease, the Premises shall be used and occupied for light industrial manufacturing, related services and offices. The leased Premises shall not be used for any other purpose without the written consent of the Landlord. The Tenant further agrees that it will not use the Premises for any purpose in violation of any law, municipal ordinance, or regulation.

#### (38) OPTION TO PURCHASE

---

Mr. Gregory E. Avsharian, personally, has the first option to purchase the premises at the end of the original term of the Lease. Should Mr. Avsharian decline the purchase option, the Tenant will have the second purchase option. The option price will be based upon a full appraisal of the property made by a qualified appraiser who is mutually acceptable to both the Landlord and Tenant. The option terms shall be cash at the closing of the sale. Notice by Tenant of its intention to exercise said option must be in writing and delivered to the Landlord at anytime prior to the end of the thirty-second month of this Lease by registered mail, return receipt requested.

Upon exercise of this option to purchase, Tenant will pay all penalties and closing costs necessary to release the demised premises from its existing mortgage. The option granted to Tenant shall not be exercisable while Tenant is in default, nor after termination of said Lease, after abandonment or surrender of the premises by Tenant.

Both Landlord and Tenant agree to execute a separate recordable document upon notice form Tenant reciting the intent of this option to purchase the Leased premises.

#### (39) ALTERATIONS

Tenant shall not make any alterations, additions, modifications or improvements ("Alterations") to the leased Premises without the prior written consent of Landlord. Landlord will not unreasonably withhold condition or delay its consent with respect only to nonstructural Alterations which do not modify the exterior of the buildings, which do

not adversely affect the architectural design or systems or do not involve any demolition work or which do not change the character or use of the leased Premises. All Alterations made by Tenant or the removal thereof shall be made free of all liens and encumbrances and in compliance with all laws.

(40) WAIVER OF SUBROGATION

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Lease shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord and Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

(41) TENANT'S FINANCIAL INFORMATION

Tenant agrees, upon request by Landlord, to provide to the Landlord after the date of this Lease until the expiration of the term of this Lease (including any exercised option term), but not more often than semi-annually, the periodic financial reports of Century Plastics, Inc. as reported to any shareholders.

---

(42) ENTIRE AGREEMENT

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, between Landlord and Tenant concerning the leased Premises.

(43) CONSTRUCTION

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

(44) BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

(45) TERMINATION OF PRIOR LEASES

N/A



(46) TIME IS OF THE ESSENCE

WITNESSED BY:

LANDLORD:

Phoenix Shelby Industrial 3, L.L.C., a  
Michigan limited liability company

Shannon E. Phillips Walter K. Winkle  
Walter K. Winkle, Member

TENANT:

Century Plastics, Inc., a Michigan  
Corporation

James B. Moore Greg Aysharian  
By: Greg Aysharian  
Its: Authorized Officer and Owner

First AMENDMENT TO LEASES P2/3

This First Amendment to Lease ("First Amendment") is made as of July 29, 2009, between Phoenix Shelby Industrial 3, LLC, a Michigan limited liability company ("Landlord"), and Century Plastics, Inc., a Michigan Corporation ("Tenant"), pertaining to two (2) leases the first Lease agreement was dated October 20 2004, for approximately 29,720 square feet of industrial space at 50543 Utica Drive, Shelby Twp., Michigan. The second Lease agreement was dated August 8, 2006 for approximately 29,720 square feet of industrial space at 50787 Utica Drive (incorrectly identified in the Lease as 50665 Utica Drive), Shelby Twp., Michigan. Said leases recited below shall be considered collectively the "Leases".

RECITAL

- A. On October 20, 2004 Landlord, entered into a lease with Tenant for 50543 Utica Drive. The parties now wish to further amend the Lease as hereinafter provided. N
- B. On August 8, 2006 Landlord, entered into a Lease with Tenant for 50787 Utica Drive. The parties now wish to further amend the Lease as hereinafter provided. n

NOW THEREFORE, the parties agree to collectively amend the Leases as follows:

- 1. The Term of the Leases as defined in paragraph 2 of the Leases is hereby extended to August 31, 2014.
- 2. The monthly Rent for the extended Lease Term as defined in paragraph 2 of the Leases shall be amended to August 1, 2009 –August 31, 2014 and the new monthly rental payment shall be \$13,002.50, under each lease. Said amount shall be due each and every month beginning August 1, 2009 for the remainder of the Lease Term which shall expire on August 31, 2014. Rent shall be payable in monthly installments, in advance, without deduction, set off, prior notice or demand, upon the first (1<sup>st</sup>) day of each and every month.
- 3. Paragraph 4 of the Leases is hereby amended to have the Landlord provide for the building insurance for the Premises and the Tenant shall reimburse the Landlord for the cost of said building insurance within thirty (30) days of receipt of said insurance premium billing, which shall be no more frequent then when the insurer's bill Landlord. Tenant reserves the right to obtain the building insurance if at any time during the Lease Term, Tenant is able to obtain said building insurance for a cheaper premium then Landlord.
- 4. Paragraph 34 of the Leases is hereby amended, Tenant is hereby granted the option to extend these Leases collectively for one (1) additional five (5) year term at a monthly rental rate of \$12,383.33, under each lease. Notice of Tenant's

intention to exercise said option must be in writing and delivered to the Landlord no later than May 31, 2014, by registered mail, return receipt requested. All terms and conditions of these Leases shall continue in full force and effect during the extended term. The option granted to Tenant shall not be exercisable while Tenant is in default, nor after expiration or sooner termination of said Leases, nor after abandonment or surrender of the Premises by Tenant.

5. Paragraph 38 of the Leases is amended to allow Tenant to make any required alterations, additions or improvements to the Premises under \$5,000.00 without the Landlord's written consent. Landlord will at its sole cost and expense use its best efforts to complete the following improvements by November 1, 2009 unless coordination of such improvements is delayed by Tenant and Landlord cannot be held responsible for delays on the part of Detroit Edison:
  - a) Increase the existing electrical supply to the buildings by installing an additional 2,500 KVA transformer which shall include a new 3,000 AMP 480 Volt 3 Phase switch gear. The Landlord shall supply Tenant with an allowance of \$190,000.00 to complete said work which price shall include all labor and materials including any charges from Detroit Edison. If Landlord is unable to have work completed for the \$190,000.00 allowance, the Landlord shall notify the Tenant and the Tenant may at its option hire its own contractor to perform the work and Landlord shall supply Tenant with the \$190,000.00 upon the completion of the installation on the new electrical service.
  - b) Maintain the roof so that it continues to be leak tight;
  - c) Replace all damaged or stained ceiling tiles in office area at 50787 Utica
6. All Personal Guaranties involved with the original Leases shall be deleted in its entirety and Tenant shall no longer have a Personal Guaranty with the Landlord on these Leases.
7. The Tenant shall be granted a lease option to lease the space currently occupied by UniTexga and more commonly known as 50665 Utica Drive which is approximately 28,920 Square Feet. If Tenant notifies Landlord of its interest to lease the space prior to UniTexga's existing lease expiration, the Landlord will use its best efforts to either relocate UniTexga into another one of Landlord's buildings or if Unitexga is unwilling to relocate into one of Landlord's existing building Landlord will use its best efforts to evict Unitexga for any defaults it has under its existing lease agreement. If Tenant exercises its option to expand into the space at 50665 Utica Drive the lease term shall be coterminous with Century's existing Lease term unless said Lease term left is shorter then thirty six (36) months. If Tenant's existing Lease term is less then thirty six (36) months for the balance of the building, the lease term for 50665 Utica Drive shall be thirty six (36) months from the date of Tenant's occupancy of said space. The lease rate of the space at 50665 Utica Drive shall be at \$11,206.50 per month if the Term of the Lease is forty

eight (48) months or longer. If the lease term is less than forty eight (48) months the monthly rent shall be \$11,809.00. The Landlord shall upgrade the existing sprinkler system at its sole cost and expense to a high density system similar to the system it installed for Tenant at 50543 Utica Drive.

8. The Landlord agrees to pay Grubb and Ellis a commission in conjunction with this Lease amendment per the terms of said commission agreement executed between Landlord and Grubb & Ellis.

9. The individuals executing this First Amendment on behalf of Tenant hereby represent and warrant that they are fully authorized to do so.

10. This First Amendment may be executed by facsimile and in counterparts and a fully executed facsimile copy of this First Amendment shall be deemed to be an original for all purposes.

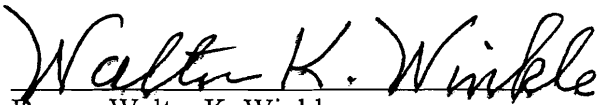
11. All capitalized terms used herein shall have the same meanings as provided in the Leases.

12. All other terms and conditions of the Leases shall remain unchanged and in full force and effect.

AGREED & ACCEPTED:

LANDLORD:

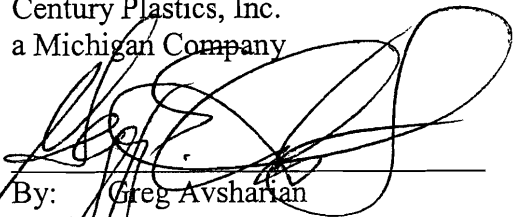
Phoenix Shelby Industrial 3, LLC  
a Michigan Limited Corporation



By: Walter K. Winkle  
Its: CEO

TENANT:

Century Plastics, Inc.  
a Michigan Company



By: Greg Avsharian  
Its: President

50665

**SECOND AMENDMENT TO LEASES**

This Second Amendment to Lease ("Second Amendment") is made as of April 6, 2010, between Phoenix Shelby Industrial 3, LLC, a Michigan limited liability company ("Landlord"), and Century Plastics, Inc., a Michigan Corporation ("Tenant"), pertaining the lease agreement was dated August 8, 2006, further amended on July 29, 2009, for approximately 29,720 square feet of industrial space at 50787 Utica Drive (incorrectly identified in the Lease as 50665 Utica Drive), Shelby Twp., Michigan ("Lease").

**RECITALS**

- A. On August 8, 2006 Landlord, entered into a Lease with Tenant for 50787 Utica Drive.
- B. On July 29, 2009 the Lease was amended by the First Amendment.
- C. The parties now wish to further amend the Lease as hereinafter provided.

NOW THEREFORE, the parties agree to amend the Lease as follows:

- 1. The description shall be amended to include additional industrial space of approximately 28,920 square feet at 50665 Utica Drive, Shelby Township, Michigan ("Additional Premises").
- 2. Tenant shall have possession of the shop portion of the Additional Premises as of April 7, 2010 the Additional Premises Date of Possession.
- 3. Beginning July 1, 2010 Tenant shall yield and pay unto the Landlord Nine Thousand Three Hundred Ninety-Nine Dollars and 00/100s (\$9,399.00) per month, in advance, without deduction, set off, prior notice or demand, upon the first (1<sup>st</sup>) day of each and every month as Additional Rent for the Additional Premises for the remaining Term of the Lease.
- 4. Landlord will complete the following improvements to the Additional Premises at its sole cost and expense:
  - a) Replace all damaged and stained ceiling tiles in the office area.
  - b) Replace all burned out light bulbs in the office area.
  - c) Repair the roof leaks in the front office area.
  - d) Repaint the front office area.
  - e) Replace carpet in the front office area.

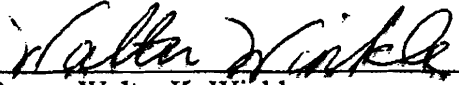
- f) Install a 12' x 14' private office along the glass on the south side of the office area.
  - g) Replace damaged asphalt in the rear.
  - h) Repair flooring and door in private restroom.
  - i) Deliver all mechanical systems in good working order and warrant said systems against defect for the first six months of the Lease term.
5. Tenant is permitted to make the following improvements any of which can be removed by the Tenant upon the expiration of the Lease: installation of air lines, cooling lines, water lines, and buss duct.
  6. If fire suppression upgrades are required by Shelby Township, Landlord shall make said repairs at its sole cost and expense and amortize the cost of said repairs into the Additional Rent over the remaining balance of the Lease term.
  7. Tenant shall pay prorated insurance as defined in paragraph 4 of the Lease as of the Additional Premises Date of Possession.
  8. Property Taxes for the 2009 tax year will be pro-rated as of the Additional Premises Date of Possession. Subsequent taxes for the Additional Premises will be at the Tenant's sole cost and expense and not pro-rated.
  9. As of the Additional Premises Date of Possession, Tenant shall pay all charges made against the Additional Premises for gas, water, heat and electricity during the continuance of the Lease, as the same become due upon receipt of said bills from the utility companies.
  10. The Landlord agrees to pay Grubb and Ellis a commission in conjunction with this Lease amendment per the terms of said commission agreement executed between Landlord and Grubb & Ellis.
  11. The individuals executing this Second Amendment on behalf of Tenant hereby represent and warrant that they are fully authorized to do so.
  12. This Second Amendment may be executed by facsimile and in counterparts and a fully executed facsimile copy of this Second Amendment shall be deemed to be an original for all purposes.
  13. All capitalized terms used herein shall have the same meanings as provided in the Lease.
  14. All other terms and conditions of the Leases shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

AGREED & ACCEPTED:

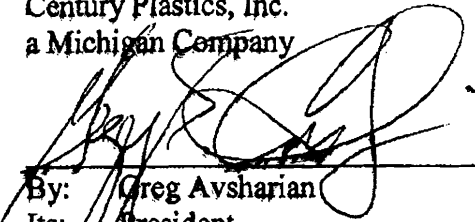
LANDLORD:

Phoenix Shelby Industrial 3, LLC  
a Michigan Limited Corporation

  
By: Walter K. Winkle  
Its: CEO

TENANT:

Century Plastics, Inc.  
a Michigan Company

  
By: Greg Avsharian  
Its: President

# MEMO

TO: Terri Kowal, Clerk

FROM: Thomas D. Monchak, Acting Deputy Assessor.

DATE: September 14, 2011

CC: Richard Stathakis, Supervisor

RE: Application by **Century Plastics Inc.** for an Industrial Facilities Exemption Certificate for new personal property located at 50413 Utica Drive, **Unit 6** of the Phoenix Shelby Industrial Park. **(Request "B")**

---

Century Plastics Inc. currently occupies three locations in Shelby Township and has applied for property tax abatement for new personal property at two of these locations. This memo addresses one of the two requests.

Please find that I have reviewed the documents submitted by the applicant, and find that the information supplied is consistent with the requirements of the State Tax Commission and the Shelby Township guidelines.

One location for the new equipment is the property at 50413 Utica Drive, **Unit 6** of the Phoenix Shelby Industrial Park which is located in an existing Industrial Development District referred to as 5-IDD-93 that was approved on September 7, 1993. This satisfies the requirement that an Industrial Facility Exemption Certificate is located in such a district.

Please note that the land, existing building and existing personal property are assessed on the ad-valorem tax roll; therefore are not subject to a reduction or abatement of the values or millages. In other words, the land, building and existing personal property have, and will continue to pay the full rate of taxation.

**Application for Exemption from Property Tax for New Personal Property: (Request "B")**  
Century Plastics Inc. is requesting the Shelby Township Board of Trustees to approve an Industrial Facilities Exemption Certificate for new fixtures, machinery, and equipment, for a period of **12 years** in the amount of **\$154,000**. Century Plastics Inc. anticipates that it will retain 220 jobs and **create 19 new jobs** within 2 years of the instillation of the new personal property at the two locations.

The Shelby Township guidelines require that an applicant be considered if they will be contributing a substantial investment to the community along with quality employment. The Township board may also consider additional goals and criteria as are consistent with the interests of the Township.

A Public Hearing will be held to discuss the issue, and the Certificate will be decided upon on later that same day as an item on the agenda of the regularly scheduled Board of Trustees meeting.

If you have any questions or comments, please feel free to contact me or Jaime Barra.



# Century Plastics, Inc. 50413 Utica Drive - New Personal Property IFEC Impact

Applicant New Investment (IFT)	\$154,000.00
Applicant Previous Investment ( Ad Valorem )	\$0.00

## Scenario #1 Based on 3 Years - Expiring on 12/30/2014

If the Board of Trustees Approve the request by Century Plastics, Inc. for an IFEC for New Personal Property, Based on New Investment of \$154,000 and Existing Equipment valued at \$0 for a period of 3 Years, the impact to the Township, and all taxing authorities would be as follows:

Tax Year	Real Property Taxable Value	Personal Property Taxable Value	Estimated Tax Impact - Township Only		Estimated Tax Impact - All Taxing Jurisdictions	
			Revenue Abated	Revenue Collected	Revenue Abated	Revenue Collected
2012	0	68,530	\$319	\$319	\$794	\$794
2012	0	0	\$0	\$0	\$0	\$0
2013	0	58,520	\$272	\$272	\$678	\$678
2013	0	0	\$0	\$0	\$0	\$0
2014	0	51,590	\$240	\$240	\$598	\$598
2014	0	0	\$0	\$0	\$0	\$0
<b>Total</b>			<b>\$831</b>	<b>\$831</b>	<b>\$2,071</b>	<b>\$2,071</b>

Assumptions: Personal Property Investment was determined from Application. IFT Personal Property value was estimated using The Machinery & Equipment depreciation Table. Ad Valorem Real Property Taxes are not included in this scenario.

## Scenario #2 Based on 5 Years - Expiring on 12/30/2016

If the Board of Trustees Approve the request by Century Plastics, Inc. for an IFEC for New Personal Property, Based on New Investment of \$154,000 and Existing Equipment valued at \$0 for a period of 5 Years, the impact to the Township, and all taxing authorities would be as follows:

Tax Year	Real Property Taxable Value	Personal Property Taxable Value	Estimated Tax Impact - Township Only		Estimated Tax Impact - All Taxing Jurisdictions	
			Revenue Abated	Revenue Collected	Revenue Abated	Revenue Collected
2012	0	68,530	\$319	\$319	\$794	\$794
2012	0	0	\$0	\$0	\$0	\$0
2013	0	58,520	\$272	\$272	\$678	\$678
2013	0	0	\$0	\$0	\$0	\$0
2014	0	51,590	\$240	\$240	\$598	\$598
2014	0	0	\$0	\$0	\$0	\$0
2015	0	46,200	\$215	\$215	\$536	\$536
2015	0	0	\$0	\$0	\$0	\$0
2016	0	41,580	\$193	\$193	\$482	\$482
2016	0	0	\$0	\$0	\$0	\$0
<b>Total</b>			<b>\$1,239</b>	<b>\$1,239</b>	<b>\$3,088</b>	<b>\$3,088</b>

Assumptions: Personal Property Investment was determined from Application. IFT Personal Property value was estimated using The Machinery & Equipment depreciation Table. Ad Valorem Real Property Taxes are not included in this scenario.

## Scenario #3 Based on 10 Years - Expiring on 12/30/2021

If the Board of Trustees Approve the request by Century Plastics, Inc. for an IFEC for New Personal Property, Based on New Investment of \$154,000 and Existing Equipment valued at \$0 for a period of 10 Years, the impact to the Township, and all taxing authorities would be as follows:

Tax Year	Real Property Taxable Value	Personal Property Taxable Value	Estimated Tax Impact - Township Only		Estimated Tax Impact - All Taxing Jurisdictions	
			Revenue Abated	Revenue Collected	Revenue Abated	Revenue Collected
2012	0	68,530	\$319	\$319	\$794	\$794
2012	0	0	\$0	\$0	\$0	\$0
2013	0	58,520	\$272	\$272	\$678	\$678
2013	0	0	\$0	\$0	\$0	\$0
2014	0	51,590	\$240	\$240	\$598	\$598
2014	0	0	\$0	\$0	\$0	\$0
2015	0	46,200	\$215	\$215	\$536	\$536
2015	0	0	\$0	\$0	\$0	\$0
2016	0	41,580	\$193	\$193	\$482	\$482
2016	0	0	\$0	\$0	\$0	\$0
2017	0	37,730	\$175	\$175	\$437	\$437
2017	0	0	\$0	\$0	\$0	\$0
2018	0	34,650	\$161	\$161	\$402	\$402
2018	0	0	\$0	\$0	\$0	\$0
2019	0	32,340	\$150	\$150	\$375	\$375
2019	0	0	\$0	\$0	\$0	\$0
2020	0	29,260	\$136	\$136	\$339	\$339
2020	0	0	\$0	\$0	\$0	\$0
2021	0	27,720	\$129	\$129	\$321	\$321
2021	0	0	\$0	\$0	\$0	\$0
<b>Total</b>			<b>\$1,991</b>	<b>\$1,991</b>	<b>\$4,962</b>	<b>\$4,962</b>

Assumptions: Personal Property Investment was determined from Application. IFT Personal Property value was estimated using The Machinery & Equipment depreciation Table. Ad Valorem Real Property Taxes are not included in this scenario.

**CHARTER TOWNSHIP OF SHELBY**

**MACOMB COUNTY, MICHIGAN**

**RESOLUTION TO ESTABLISH AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

Resolution made and adopted at a regular meeting of the Board of Trustees of the Charter Township of Shelby, Macomb County, Michigan, held in the Municipal Building on the **20th** day of **September, 2011** at 7:00 p.m.

PRESENT: Members \_\_\_\_\_

ABSENT: Members \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_ and supported by Member \_\_\_\_\_.

**WHEREAS, Century Plastics Inc.**, a Michigan Corporation, located at 50413 Utica Drive, specifically described as Unit No. 6 of the Phoenix Shelby Industrial Park, as amended, has requested the Township Board of the Charter Township of Shelby approve its Application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended;

**WHEREAS**, the Charter Township of Shelby is a local governmental unit empowered to establish Industrial Development Districts pursuant to Act 198, Public Acts of 1974, as amended;

**WHEREAS**, the Township Board on **September 7, 1993** , by Resolution established an Industrial Development District No. **5-1993**, pursuant to the petition of the titleholders, **Walter K Winkle, Patricia A. Winkle, and Jean Snauwaert.**

**WHEREAS, Century Plastics Inc.**, as a lessee, will occupy an existing facility located upon a parcel of land situated within the aforesaid duly established Industrial Development District and will have the obligation to pay all ad valorem personal property taxes levied thereon;

**WHEREAS**, the Applicant is requesting consideration for new personal property only within the meaning of the aforesaid Act, which shall be situated within the aforesaid duly established Industrial Development District;

**WHEREAS**, the purchase and installation of said personal property has not begun earlier than six (6) months before the filing of said Application, which was accomplished on **August 29, 2011**, the date of acceptance of application for the Industrial Facilities Exemption Certificate.

**WHEREAS**, upon completion of the installation of said personal property, the applicant is calculated to, and will at the time of issuance of the proposed Certificate, have a reasonable likelihood of maintaining existing employment as well as creating additional employment within the Charter Township of Shelby;

**WHEREAS**, the Township Board established **September 20, 2011** at 7:00 p.m. as the date and time, and the Shelby Township Offices located at 52700 Van Dyke Avenue, Shelby Township, Michigan 48316, as the place for the holding of a public hearing on the question of whether the aforesaid Application should be approved.

**WHEREAS**, the Township Clerk of the Charter Township of Shelby has given written notice of said public hearing to the assessor of the Charter Township of Shelby and to the legislative body of each taxing unit which levies ad valorem property taxes in the Charter Township of Shelby, and has published a notice of said public hearing in a newspaper of general circulation with the Charter Township of Shelby.

**WHEREAS**, the Township Board has afforded the applicant, the assessor, representatives of the affected taxing units, all residents and taxpayers of the Charter Township of Shelby an opportunity to be heard in person or by written communication as to whether the aforesaid Application should be approved; and,

**WHEREAS**, the Township Board has been informed that the taxable value of the property proposed to be exempt pursuant to the aforesaid Application when considered together with the aggregate taxable value of property exempt under certificates previously granted and currently in force, does not exceed five (5%) percent of the taxable value of the Charter Township of Shelby.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF SHELBY, MACOMB COUNTY, MICHIGAN;**

**1. That the Township Board finds and determines that the granting of an Industrial Facilities Exemption Certificate to Century Plastics Inc., when considered together with the aggregate amount of Industrial Facility Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 225 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Charter Township of Shelby, or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Shelby.**

2. That the Township Board hereby approves the Application for an Industrial Facilities Exemption Certificate with respect to new personal property filed by **Century Plastics Inc.**, for a period of \_\_\_\_\_ years, effective **December 31, 2011, to expire**

**December 30, 20\_\_\_**, to be situated within Industrial Development District No. **5-1993**,

which is described as follows:

Land situated in the Township of Shelby, County of Macomb, State of Michigan,  
to wit:

A parcel located in and being a part of the Northeast ¼ of Section 24, Town 3 North, Range 12 East, Shelby Township, Macomb County, Michigan, and being more particularly described as: Beginning at a point on the north line of Section 24 (being the center of 23 Mile Road ) east 1534.31 feet from the north quarter post of said section 24; thence continuing along said north line of section 24 east 789.53 feet; thence south 03 degrees 25 minutes 52 seconds west 2664.94 feet to a point on the east and west quarter line of said Section 24; thence along said east and west quarter line north 89 degrees 55 minutes 12 seconds west 989.72 feet; thence north 03 degrees 15 minutes east 1619.63 feet; thence east 208.71 feet; thence north 03 degrees 15 minutes east 1045.43 feet to the point of beginning; Except The Land Described as: Commencing at the Northeast ¼ corner of said Section 24; thence along the north line of said Section 24 south 87 degrees 33 minutes 40 seconds west 328.70 feet to the point of beginning; thence continuing south 87 degrees 33 minutes 40 seconds west 786.53 feet; thence south 03 degrees 18 minutes 00 seconds west 60.39 feet; thence north 87 degrees 33 minutes 40 seconds east 54.76 feet; thence along a curve to the right, 733.08 feet whose radius 5064.93 feet and whose long chord bears south 88 degrees 17 minutes 33 seconds east 732.44 feet; thence north 01 degree 15 minutes 00 seconds east 113.28 feet to the point of beginning.

**AYES:** Members \_\_\_\_\_

**NAYS:** Members \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

---

**TERRI KOWAL, MMC, TOWNSHIP CLERK**

**CERTIFICATE OF CLERK**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Shelby, County of Macomb, State of Michigan, at a regular meeting held on **September 20, 2011** and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

---

**TERRI KOWAL, MMC, TOWNSHIP CLERK**

## Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

11 AUG 29 PM 3: 25

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

**APPLICANT INFORMATION**  
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) <b>Century Plastics, Inc.</b>		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>326199</b>	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>50413 Utica Drive, Shelby Township, MI 48315</b>		▶ 1d. City/Township/Village (indicate which) <b>Township</b>	▶ 1e. County <b>Macomb</b>
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		▶ 3a. School District where facility is located <b>Utica</b>	▶ 3b. School Code <b>50210</b>
		▶ 4. Amount of years requested for exemption (1-12 Years) <b>12</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Century Plastics Inc. (CPI) provides high-quality, injection molded assemblies for the auto industry. CPI is investing \$2,641,100 in new personal property at 2 of its 3 facilities in Shelby in order to add capacity required to meet the companies continued growth. \$2,487,100 at 50543, 50665, 50787 (1 building w/ 1 legal desc.) & \$154,000 at 50413.

6a. Cost of land and building improvements (excluding cost of land) .....	▶ <u>\$0.00</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures .....	▶ <u>\$154,000.00</u>
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs .....	▶ <u>\$154,000.00</u>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>6/1/11</u>	<u>9/1/11</u>	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	<u>6/1/11</u>	<u>9/1/11</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.     Yes     No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.    **220**

▶ 10. No. of new jobs at this facility expected to create within 2 years of completion.    **19**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....

b. TV of Personal Property (excluding inventory) .....

c. Total TV .....

▶ 12a. Check the type of District the facility is located in:

Industrial Development District       Plant Rehabilitation District

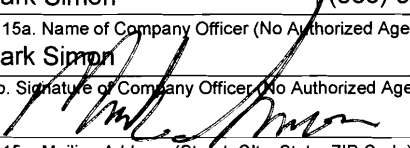
▶ 12b. Date district was established by local government unit (contact local unit)  
**9/9/93**

▶ 12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes     No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Mark Simon</b>	13b. Telephone Number <b>(586) 566-3900</b>	13c. Fax Number <b>(586) 532-8153</b>	13d. E-mail Address <b>msimon@centuryplastics.net</b>
14a. Name of Contact Person <b>Mark Simon</b>	14b. Telephone Number <b>(586) 566-3900</b>	14c. Fax Number <b>(586) 532-8153</b>	14d. E-mail Address <b>msimon@centuryplastics.net</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Mark Simon</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(586) 532-8153</b>	15d. Date <b>8/25/11</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>50413 Utica Drive</b>		15f. Telephone Number <b>(586) 566-3900</b>	15g. E-mail Address <b>msimon@centuryplastics.net</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit  <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:  <b>Check or indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

IFEC APPLICATION — ATTACHMENT (Sec. 6B)

APPLICANT COMPANY: Century Plastics, Inc.- Shelby Twp

**MACHINERY & EQUIPMENT**

COLUMN I ORIGINAL ESTIMATED COST	COLUMN II EXPECTED INSTALLATION DATE M/D/Y	COLUMN III ORIGINAL LIST DESCRIPTION	COLUMN IV ACTUAL PURCHASE DATE M/D/Y	COLUMN V ACTUAL INSTALLATION DATE M/D/Y	COLUMN VI ACTUAL DESCRIPTION ON DEPRECIATION SCHEDULE	COLUMN VII ACTUAL COST
				6/1/2011	Chiller Plant 1	\$7,000
				6/1/2011	Mold Heaters	\$8,000
				6/1/2011	Conveyors	\$25,000
				7/1/2011	Water Tower	\$20,000
				8/1/2011	Plant 1 Upgrade	\$31,000
\$63,000	9/1/2011	Maquire Blenders				
<b>\$63,000</b>	<b>PAGE TOTALS</b>					<b>\$91,000</b>

COMBINED PAGE TOTAL: \$154,000



**PROPERTY DESCRIPTION – Century Plastics, Inc.**

50413 Utica Dr. represents a stand alone unit and separate legal description. The following is the property description that corresponds to the attached application.

▪ **Address:** 50413 Utica Drive, Shelby Township, MI 48315

**Parcel #:** 23-07-24-227-006

**Legal:** 2/2000 SPLIT FROM 07-024-020-45 PHOENIX SHELBY  
INDUSTRIAL PARK MACOMB CO CONDO PLAN NO 529 UNIT 6  
PURSUANT TO 3RD AMENDMENT TO MASTER DEED.

# Map - Century Plastics, Inc. - Address Locations



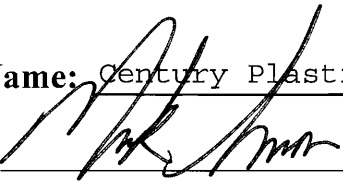
**INDUSTRIAL FACILITIES EXEMPTION APPLICATION  
AFFIDAVIT OF PROJECT BEGIN DATES**

I do swear and affirm by my signature below that the real property project beginning of construction date and/or personal property project installation begin date, associated with the application for Industrial Facilities Tax Exemption Certificate under P.A. 198 of 1974, as amended, in the amount of \$ 154,000.00, filed with the city/township/village of Shelby, for a facility located at 50413 Utica Drive, are as follows:

Real Property Project Begin Date: \_\_\_\_\_

Personal Property Project Installation Date: 6/1/11

**Applicant Name:** Century Plastics, Inc.

Signature 

Printed Name Mark Simon

Title COO

Date 8/25/11

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION  
AFFIDAVIT OF FEES**

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

Charter Township of Shelby

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Century Plastics, Inc

Signed  \_\_\_\_\_

Printed Name Mark Simon

Title CEO

Date 8/25/11

IFEC AGREEMENT  
BETWEEN  
THE CHARTER TOWNSHIP OF SHELBY  
AND  
CENTURY PLASTICS, INC.

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Charter Township of Shelby (the "Township") and **CENTURY PLASTICS, INC.** (The "Company").

**WHEREAS**, the Company has submitted the attached Application to the Township requesting approval of an Industrial Facilities Exemption Certificate, pursuant to Michigan Public Act 198 of 1974, as amended, for property located at **50413 UTICA DRIVE** (the "Project Site"). A copy of the Application is attached as Exhibit A;

**WHEREAS**, pursuant to Section 22 of Act 334 of Public Acts of 1993, it is necessary for the Township and the Company to enter into a written agreement prior to approval and issuance of an Industrial Facilities Exemption Certificate (IFEC); and

**WHEREAS**, this agreement must formally accompany any application made by the Company for an IFEC to the State of Michigan, setting forth conditions and regulations to be upheld during an abatement period.

**NOW THEREFORE**, the parties agree to the following:

1. **Definitions**. The parties agree that the term "Approval Date" means the effective date of certification of the IFEC, as promulgated by the Michigan State Tax commission.
2. **General**. (Check applicable boxes consistent with the Application):
  - a. The Company will make the improvements set forth in the application within two (2) years of the Approval Date of the IFEC but not later than \_\_\_\_\_.
  - b. The Company will purchase and install the equipment and machinery set forth in the application within two (2) years of the Approval Date but not later than \_\_\_\_\_.

- c. If the Company vacates the Project Site for which the IFEC has been approved and issued prior to the end of the term of this Agreement, the Company agrees to make reasonable provisions satisfactory to the Township and in compliance with all applicable laws, codes and ordinances to maximize the likelihood of re-occupancy or re-use of the unoccupied building for productive use within a reasonable time period after the existing premises is vacated. These provisions shall include, but not be limited to demolition of the obsolete industrial property, clean-up of any environmental contamination, and maintenance of landscaping, parking lots, retention ponds and upkeep of the building and any structures located upon the Project Site in a clean, attractive and safe condition until the Project Site and any buildings located thereon may be reused or reoccupied.
3. **Commitment.** The Company further agrees to continue to operate its existing business at the Project Site for the period of the IFEC in order to retain the benefits of the IFEC, unless the Township consents to the Company's relocation. The Company further understands that if it chooses to leave the Township without obtaining the Township's permission to relocate prior to the end of the term of the IFEC, the township shall have the right to recapture from the Company an amount up to and including the total amount of taxes abated by the IFEC.
4. **Compliance with Laws.** The company agrees that it will operate the Project Site in accordance with all applicable Federal, State and Local laws or regulations, including but not limited to those laws relating to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other environmental regulations.
5. **Unforeseen Events.** By execution of this Agreement, it is understood that the Company's investment in the Project Site and the Township's investment in granting of the IFEC is to encourage economic growth within the Township. The Township acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this Agreement and the terms of the Application. The Township will give the Company an opportunity to explain the reasons for any variations from the representations contained in the Application and will evaluate the Company's situation prior to taking any action authorized by paragraphs 3 and 7 of this agreement.
6. **Recording.** Upon approval and issuance of the IFEC, this Agreement shall be recorded with the Macomb County Register of Deeds at the Company's expense.

- (c) personal property expenditures have not been made or retained at the Project Site,
- (d) employment has not been reached or retained as represented by the Company in the Application,
- (e) that the tax abatement approved by the Township in accordance with the guidelines of the Industrial Tax Facilities Abatement Program is reduced by the action of the Commission's receipt of a copy of the Board of Trustees resolution authorizing such reduction in the term, revocation of the IFEC, or recovery of the abated taxes, or
- (f) the Company is operating at the Project Site in violation of applicable local ordinance, federal or state regulations including but not limited to those laws relating to zoning, outside storage, industrial waste disposal, air and water quality, noise control, and other environmental regulations.

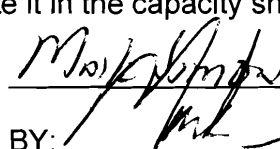

8. **Entire Agreement.** This Agreement is the entire agreement of the parties relating to the matters covered by the Agreement, and no prior or subsequent promises, representations or assurances, whether oral or in writing or in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement executed by authorized representatives of the parties to this Agreement.

The individuals signing below acknowledge that they have read this Agreement and that they have the legal authority to execute it in the capacity shown below.

WITNESSES:

Nicole Hall  
(Print Name)

GREGORY E. AVSHARIAN  
(Print Name)

  
BY:   
(Print Name)

ITS: COU

STATE OF MICHIGAN    )  
                                  )ss.  
COUNTY OF MACOMB    )

The foregoing letter was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Macomb County, Michigan  
My Commission Expires:

**ACCEPTED BY:**

**THE CHARTER TOWNSHIP OF SHELBY**, a Michigan municipal corporation

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
**RICHARD STATHAKIS, Supervisor**

By: \_\_\_\_\_  
**TERRI KOWAL, Township Clerk**



STATE OF MICHIGAN    )  
                                  )ss.  
COUNTY OF MACOMB    )

The foregoing acceptance was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Richard Stathakis, Supervisor and Terri Kowal, Township Clerk on behalf of the Charter Township of Shelby, a Michigan municipal corporation.

---

Notary Public  
Macomb County, Michigan  
My Commission Expires:

**WHEN RECORDED RETURN TO:**

Township Clerk  
Charter Township of Shelby  
52700 Van Dyke Avenue  
Shelby Twp., MI 48316

## LEASE AGREEMENT |

50413

THIS LEASE is made this 17th day of June, 2002, by and between Phoenix Shelby Industrial 6, L.L.C., a Michigan limited liability company as lessor (hereinafter designated as the "Landlord"), and Century Plastics, Inc., a Michigan corporation (hereinafter designated as the "Tenant").

### (1) DESCRIPTION

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease to the Tenant and Tenant hereby leases from Landlord the following described demised Premises situated in the County of Macomb, Michigan, to wit:

An industrial building containing approximately 34,775 square feet together with an addition of approximately 1,625 square feet to be built by Landlord as described in Exhibit "C" (the "Addition"), commonly known as 50413 Utica Drive, Shelby Township, Michigan, 48315, and further described in the attached Exhibit "A", (the "Premises"), according to the terms and conditions of this Lease.

### (2) TERM AND RENT

This Lease shall be for the term of eighty six (86) months from and after the date of final inspections and approvals of the primary electrical service and fire suppression system as described in Exhibit C and the installation of the cranes described herein, but in no event later than August 1st , 2002, fully to be completed and ended. During the continuance of this Lease, the Tenant shall yield and pay unto the Landlord the sum of One Million Seven Hundred Twenty Eight Thousand Forty Eight Dollars (\$ 1,728,048.00) in lawful money of the United States, for base rent of said Premises. The base rent shall be payable in monthly installments, in advance, upon the first (1st) day of each and every month, as follows:

#### **SEE ATTACHED EXHIBIT B "LEASE RATE SCHEDULE"**

The Tenant hereby hires the said Premises for the said term as above described and covenants well truly to pay, or cause to be paid, unto the Landlord the rent described above at the dates and times above mentioned, subject to Section 34.

### (3) TAXES AND ASSESSMENTS

Tenant agrees to pay monthly, as additional rent for the Premises, one twelfth (1/12) of the actual or estimated property taxes and property assessments (general and special, on a graduated basis over the term of the assessment), which may be levied upon the Premises until the termination of the original term, and any extended term, of this Lease. All such taxes, assessments, and other impositions shall be paid by the

Tenant directly to the Landlord. Taxes and assessments for the first and last year of the original term, or any extended term, of this Lease shall be prorated on a due date basis between the Landlord and the Tenant so that the Tenant will be responsible for any tax or assessment attributable to the period during which the Tenant has possession of the Premises in the year in which this Lease commences or is terminated.

Nothing herein shall be deemed to obligate the Tenant to pay any income, inheritance, estate, or succession tax; or to pay any corporation, franchise, or excise taxes which may be assessed or levied against the Landlord or Landlord's income from the leased Premises.

#### (4) INSURANCE

Tenant agrees to take out liability insurance in the amounts as indicated herein and have the Landlord as an additional insured within the terms of that policy.

Landlord assumes no responsibility to maintain and keep in effect, a policy or policies with respect to the loss of Tenant's personal property and a policy or policies of "Special Form" insurance covering the replacement cost of all alterations, additions or improvements, if any, installed or placed on the Premises by Tenant.

Tenant agrees, at its own cost and expense, to maintain and keep in effect a policy or policies with respect to Commercial General Liability at the following minimum limits:

General Aggregate Limit:	\$5,000,000.00
Each occurrence:	\$2,000,000.00

Landlord shall be named as an additional insured as respects to Commercial General Liability.

Tenant agrees, at its own cost and expense, to maintain and keep in effect, insurance covering Special Form perils (subject to specific exclusions) on the building and all other improvements to the Premises in an amount equal to the full replacement cost thereof, naming the Landlord as the Loss Payee as respects to said property. All proceeds from such Insurance, except proceeds related to Tenant's leasehold improvements, shall be payable to the Landlord for expenses including but not limited to the repair and restoration for the building and improvements to the Premises. In the event Landlord's mortgage lender requires said property Insurance to be acquired by Landlord, Landlord shall provide Tenant sixty (60) days notice of Landlord's intent to maintain such insurance in order for Tenant to cancel Tenant's similar insurance. Thereafter, Landlord, will provide said coverage, and Tenant shall reimburse Landlord for said coverage within thirty (30) days of receipt of said Insurance premium billing, which shall be no more frequent than when the insurer's bill Landlord. Further, Tenant

agrees to reimburse Landlord for any additional certificates or endorsements that may be required by Lender to close any permanent mortgage financing for the Landlord.

Tenant and Landlord shall cause each insurance policy described in the Lease to be written in such a manner so as to provide that the insuring company waives all rights to recovery by way of subrogation against the Tenant or Landlord in connection with any loss or damage covered by any such policies. The Landlord retains the right to request any specific documents or certificates relevant to any of the above said policies in order to assure compliance with all of the said terms. Such insurance shall be procured from an "B+" rated or better insurance company as listed on Best Key Rating Guide licensed to do business in the State of Michigan and shall insure Landlord, Landlord's mortgagee, and Tenant to their full respective interests.

Tenant or Landlord shall furnish and deliver to the Landlord or Tenant a certificate and certificates of insurance, evidencing such insurance coverage as outlined in this Paragraph upon commencement of this Lease. Thereafter, the Tenant or Landlord shall provide such certificate(s) no later than thirty (30) days before the expiration of the prior certificate. If Tenant fails to provide such proof to the specified standards, the Landlord shall notify Tenant of such failure and thereafter, Landlord may obtain coverage at the Tenant's expense payable to the Landlord immediately upon request any such insurance obtained by Landlord shall be cancelled by Landlord if and when Tenant provides such proof of such insurance. All such policies shall provide that it not be materially changed or canceled unless at least thirty (30) days prior written notice of cancellation or change shall have been delivered to the Landlord and Tenant.

#### (5) LANDLORD'S EXPENDITURES

If the Tenant shall default in any payment or expenditure (other than the rent required to be paid or expended by the Tenant under the terms of this Lease), the Landlord shall notify Tenant of such failure in writing and Tenant shall have ten (10) days to cure such default unless in the case of an emergency after which time Landlord may, at its option, make such payment or expenditure such an event, the amount of the Landlord's payment shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day, together with interest at the rate of nine (9%) percent per annum from the date of such payment or expenditure by the Landlord and, upon default in such payment by the Tenant, the Landlord shall have the same remedies as upon default in the payment of rent.

#### (6) PLACE OF PAYMENT

All payments of rent, or other sums, to be made to the Landlord shall be made at such place as the Landlord shall, from time to time, designate in writing.

(7) EXTERIOR GROUNDS MAINTENANCE

The Tenant shall maintain the exterior area (i.e., lawn and landscaping, snow removal, debris, etc) at Tenant's sole cost and expense.

(8) LATE PAYMENT

If any installment of rent is unpaid for FIVE (5) days after its due date, Tenant agrees to pay a charge in the amount of five (5%) percent of the overdue rent as a late charge.

(9) ASSIGNMENT

The Tenant covenants not to assign or transfer this Lease, except to parties owned or controlled by Tenant or by Tenant's owners, or otherwise hypothecate or mortgage the same; or sublet said Premises (or any part thereof) without the written consent of the Landlord. Landlord specifically agrees to provide its written consent to Tenant's assignment of this Lease to any purchaser of substantially all of the assets or business of Tenant, any merger or share exchange of Tenant or any sale of all or substantially all capital stock of Tenant provided that in any case Century Plastics, Inc., remains a guarantor under this Lease. In the event of any assignment, transfer, hypothecation, mortgage, or subletting without the written consent of the Landlord, the Landlord may enter and re-possess the leased Premises. The Landlord shall not unreasonably withhold, condition or delay its consent to any sub-leasing assignment, mortgage or other transfer.

(10) BANKRUPTCY AND INSOLVENCY OF TENANT

The Tenant agrees that if the estate created by this Lease shall be taken in execution or by other process of law; or if the Tenant shall be declared bankrupt or insolvent according to the law; or if any receiver shall be made of the Tenant's property for the benefit of its creditors, then and in such event, this Lease may be immediately canceled, at the option of the Landlord.

(11) SUBORDINATION

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lease where there is interest in the Premises and on the land and buildings of which the Premises are a part, or upon any buildings thereafter placed upon the land of which the Premises form a part provided Lessee's quiet enjoyment shall not be disturbed so long as Tenant is not in default of its obligations under the Lease. Tenant covenants and agrees to execute and deliver a reasonable and customary instrument evidencing such subordination and nondisturbance upon the written request of the Landlord. Tenant agrees upon written request of the Landlord to execute and deliver an Estoppel Letter

identifying the commencement date and expiration date of the term of this Lease, and stating that this Lease is unmodified and in full force and effect and that there is no Landlord default known by the Tenant. The certificate will also confirm the amount of monthly rent.

#### (12) BUILDING ADDITION AND SITE IMPROVEMENTS

Landlord agrees to construct additional improvements to the building which shall include approximately 800 square feet to be utilized as a loading dock and approximately 825 square feet in the exterior truckwell together with two (2) overhead bridge cranes (15-ton South Bay, 20-Ton North Bay) and miscellaneous site improvements as set forth in the plans and specifications attached hereto as Exhibit C. Landlord further agrees to utilize its best efforts so as to complete said building addition, site improvements, and other improvements on or before September 1<sup>st</sup>, 2002, so as to allow Tenant full access to same for its intended business use, and warrants said improvements against defects in materials and workmanship for a period of one year from and after August 1, 2002. Upon termination of this Lease Agreement and surrender of the premises, the addition and all improvements described in the plans and specifications will remain the property of the Landlord and Tenant shall have no obligation to remove same. Landlord covenants to comply with all applicable Federal and State laws, regulations, and ordinances in the construction of the above referenced addition and site improvements, including those of the Americans with Disabilities Act. On or about June 22nd, 2002, Landlord shall apply for a Temporary Certificate of Occupancy at Landlord's cost, and any occupancy by Tenant shall be subject to (i) completion of primary electric service and fire suppression system and the installation of the cranes described herein, and (ii) issuance of a Certificate of Occupancy from Shelby Township.

#### (13) FIRE

It is understood and agreed that if the leased Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, the Landlord will repair and restore the damaged Premises (including the Addition) to the same good, tenantable condition as prior to such casualty with reasonable dispatch. The rent herein provided for shall abate entirely, in case the entire Premises are untenable, and pro-rata for the portion rendered untenable, in case only a part of the Premises is untenable, until the same is restored to a tenantable condition which would permit a tenant to operate its business therein. However, if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time and, as a result, the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay. Further, there shall be no abatement of rent if damage to the Premises results from the gross negligence or willful act of the Tenant, its agents, or employees. If any fire or other casualty to the Premises results from the negligent or willful act of Landlord, its agents or employees, Landlord shall be responsible for all damages, costs and

expenses resulting therefrom to Tenant and its agents or employees. If the Tenant shall use any part of the leased Premises for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant. In case the leased Premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half (1/2) of the value thereof, the Landlord may, at its option, immediately terminate this Lease by giving written notice to the other party within thirty (30) days of the casualty. Finally, if any damages or destruction pursuant to this Paragraph cannot be repaired or replaced within one hundred (100) days of same damage or destruction, then Landlord or Tenant, may at their sole option, terminate this Lease.

***The Tenant shall be required to protect these premises against fire damages with a fire alarm system which will be either purchased or leased from Chesterfield Alarm Company DBA Alarm Central, owned and operated by Walter K. Winkle, at the Tenants own expense in order to meet or exceed the requirements of the authority having jurisdiction. Fire alarm systems require two (2) dedicated phone lines to be supplied and maintained at the Tenants expense. This system shall also be monitored by Alarm Central, for \$36.00 per quarter payable to Alarm Central for the duration of this Lease. Tenant will be held to the terms of Alarm Central's monitoring agreement (see exhibit D). Tenant shall contact Tricia Sommers at Alarm Central at 586-949-8440 within five (5) business days of signing this Lease or thirty (30) days before occupancy whichever is earlier. The installations and service charges contemplated above shall be provided at Fair Market Value as to price, service, and levels of protection.***

(14) [INTENTIONALLY LEFT BLANK]

(15) REPAIRS BY LANDLORD

The Landlord, after receiving written notice from the Tenant (and having reasonable opportunity thereafter to obtain the necessary workmen therefor), agrees to keep in good order and repair the roof, the cement and asphalt parking areas and driveways surrounding the Premises, the water lines, plumbing lines, electric lines, and other public utilities located outside of the building and Addition (unless the responsibility of the utility or unless caused by the negligence or intentional acts of Tenant or its employees, guests, subtenants or agents), and the four (4) outer walls (including the structured steel) of the Premises, but not the doors, door frames, window glass, window casings, window frames, windows, or any of the appliances of; appurtenances of; or attachments to said doors, door frames, window glass, window casings, window frames, or windows or any attachments to said building or Premises used in connection therewith.

(16) INDEMNIFICATION

The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or party in, on, or about the leased Premises, caused by any negligent acts or omissions of Tenant, its agents or employees. Reciprocally, Landlord agrees to indemnify and hold Tenant harmless from any liability for damages to any person or property in, on or about said leased Premises caused by any negligent act or omissions of Landlord, its agents or employees. Landlord shall procure and keep in effect during the term of this Lease, general liability insurance covering any negligent acts or omissions of Landlord, its agents or employees.

#### (17) REPAIRS BY TENANT

During the continuation of this Lease, and except as provided in Paragraph 15, above, the Tenant further covenants and agrees that it will, at its own expense, keep the leased Premises (and every part thereof) in as good repair and in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. All alterations, additions, or improvements made upon the leased Premises by the Tenant including, but not limited to office furniture and trade fixtures, may be removed by the Tenant at the termination of this Lease, provided Tenant restores the Premises to their condition prior to such alterations, additions, or improvements. Alternatively, Tenant may abandon the alterations, additions or improvements or parts thereof, to the Landlord with Landlord's approval.

#### (18) INSTALLATION OF SPECIAL EQUIPMENT

Tenant has the right to install special equipment for utilization in Tenant's operations at the Premises. Tenant may remove all such special equipment during the term, at the termination of this Lease, or any extensions hereof, provided Tenant restores the Premises to their condition prior to the installation of such special equipment and upon Landlord's demand, Tenant shall remove all such special equipment at the termination of this Lease and return the Premises in the same condition as when taken, reasonable wear and tear and damage by the elements excepted.

#### (19) EMINENT DOMAIN

If the whole, or any substantial part, of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day that possession of the part shall be required for any public purpose. The rent shall be paid by the Tenant up to that day and, from that day forward, the Tenant shall have the right either to cancel this Lease and declare the same null and void, or to continue in possession of the remainder of the leased Premises under the terms and conditions provided herein, except that the rent shall be reduced in proportion to the amount of the Premises so taken. All damages awarded for any such taking shall belong to, and be the property of, the Landlord, whether such damages shall be awarded as compensation for diminution in value to the



leasehold or to the fee of the leased Premises, except that the Landlord shall not be entitled to any portion of the award made to Tenant for loss of business or for moving expenses.

(20) RESERVATION

The Landlord reserves the right of free access, at all times, to the roof of the leased Premises. The Tenant shall not erect any structures for storage, or any aerial, or use the roof for any purpose without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(21) CARE OF PREMISES

The Tenant shall not perform any acts or carry on any practices which may injure the building, or be a nuisance or menace to other Tenants in the building, and shall keep the Premises under its control (including any driveways, alleys, or yards within the Premises) clean and free from rubbish, dirt, snow and ice at all times and the grass and landscaping cut and trimmed. It is further agreed that, in the event the Tenant shall not comply with these provisions, after the notice and opportunity to cure provided for by Paragraph 28 is given, the Landlord may enter upon the Premises and have rubbish and dirt, removed and the sidewalks cleaned and the landscaping cut and trimmed. In such an event, the Tenant agrees to pay all reasonable charges that the Landlord shall incur for hauling rubbish and dirt or cleaning walks. Upon verification by Tenant of said reasonable charges submitted by Landlord (which charges Tenant undertakes to review as soon as possible, and in any case, within thirty (30) days), said reasonable charges shall be paid to the Landlord by the Tenant as soon as the bill is presented to the Tenant, and the Landlord shall have the same remedy as is provided in Paragraph 5 of this Lease in the event of Tenant's failure to pay.

The Tenant shall, at its own expense (under penalty of forfeiture and damages) promptly comply with all laws, orders, regulations, or ordinances of all municipal, County, and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same.

The Tenant is entitled to inspect the Premises just prior to move in, and will advise the Landlord of any problems in writing which problems the Landlord will correct within a reasonable time thereafter.

***The Tenant shall be required to protect these premises with a burglar alarm system which will be either purchased or leased from Chesterfield Alarm Company DBA Alarm Central, owned and operated by Walter K. Winkle, at the Tenants own expense using mutually agreed upon equipment sold at fair market value. The Tenant is responsible for all telephone fees incurred as a result of monitoring said alarm system. This system shall also be monitored by Alarm Central, for no less than \$20.00 and more than \$50.00 per month payable to Alarm***

***Central for the duration of this Lease. Tenant will be held to the terms of Alarm Central's monitoring agreement (see exhibit D). Tenant shall contact Tricia Sommers at Alarm Central at 586-949-8440 within five (5) business days of signing this Lease. The installations and service charges contemplated above shall be provided at Fair Market Value as to price, service, and levels of protection.***

(22) RE-RENTING

The Tenant hereby agrees that, for a period commencing ninety (90) days prior to the termination of this Lease, the Landlord, accompanied by a Tenant representative, may show the Premises to prospective Tenants. The Tenant further agrees that, for a period commencing sixty (60) days prior to the termination of this Lease, the Landlord may display in and about the leased Premises (and windows thereof) the usual and ordinary "To Rent" signs.

(23) HOLDING OVER

It is hereby agreed that, in the event of the Tenant "holding over" after the termination of this Lease, the tenancy shall thereafter be from "month-to month", in the absence of a written agreement to the contrary.

(24) GAS, WATER, HEAT, ELECTRICITY

The Tenant will pay all charges made against the leased Premises for gas, water, heat, and electricity during the continuance of this Lease, as the same become due upon receipt of said bills from the utility companies. All such utilities shall be separately metered.

(25) ADVERTISING DISPLAY

It is further agreed that all signs and advertising displayed in and about the leased Premises shall be such only as advertises the business carried on upon the leased Premises by the Tenant; that the Landlord shall control the character and size thereof; and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord. Further, no awning shall be installed or used on the exterior of said building unless it has been approved in writing by the Landlord.

(26) ACCESS TO PREMISES

The Landlord shall, upon twenty four (24) hours notice to Tenant, have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. Tenant shall have the right to appoint a representative to accompany the Landlord on such an inspection tour. The notice provision and the right to accompany the Landlord will be waived in the event of an emergency imperiling life or property. If

the Landlord deems any repairs necessary, the Landlord may require repairs that are the Tenant's reasonable responsibility under the Lease to its portion of the building. If the Landlord makes, or causes to be made, such repairs, the Tenant agrees that it will, upon verification of said costs, immediately pay to the Landlord the reasonable cost thereof, with interest at nine (9%) percent per annum and, if the Tenant shall default in such payment, the Landlord shall have the remedies provided in Paragraph 5 of this Lease. This Paragraph shall not apply to those repairs that are the responsibility of the Landlord as described in Paragraph 15, above, and in the attachment if any, entitled "Alterations".

#### (28) RE-ENTRY

In case any rent to be paid under the terms of this Lease shall be due and unpaid, or if default be made by the Tenant in any of the covenants herein contained, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives, and assigns to re-enter into, and repossess, the leased Premises and the Tenant, and each and every occupant therein, to remove and put out. However, this right of repossession shall be effective only after Landlord has provided Tenant with written notice of the claimed default (including non-payment of rent) and Tenant has failed within thirty (30) days of such delivery of such notice of default, to cure the default or if the claimed default cannot be cured within such period, Tenant has failed to commence and diligently pursue curing such default.

In the event Landlord elects to terminate this Lease, then Tenant shall remain liable to Landlord for all rent and other obligations under this Lease and damages incurred by Landlord as a result of Tenant's default, and Landlord shall have the right to accelerate all of the rent (including estimated additional rent) due or to become due hereunder for the balance of the term of this Lease and Tenant shall forthwith pay to Landlord as damages, the entire amount thereof. If Tenant shall pay such entire amount to Landlord, such payment in full shall first be discounted, as of the day of such full payment, for the present value of such payment.

#### (29) QUIET ENJOYMENT

The Landlord covenants that, upon payment of all of the above described rent and the performance of all of the above described covenants, the Tenant shall and may peacefully and quietly have, hold, and enjoy the leased Premises for the term of this Lease.

#### (30) EXPENSES - DAMAGES, RE-ENTRY

In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the actual and reasonable expenses incurred by him in obtaining possession of same. In such an event, the

Tenant further agrees to pay all expenses and commissions which may be paid in and about the letting of same, and all other damages.

(31) REMEDIES NOT EXCLUSIVE

It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, or benefits allowed by law.

(32) WAIVER

One or more waivers of any covenant or condition of this Lease by the Landlord shall not be construed as a waiver of a later or further breach of the same covenant or condition.

(33) TOXIC AND HAZARDOUS MATERIAL

Tenant agrees that it will not permit the storage of any toxic and/or hazardous material (including asbestos, PCBs, pesticides, herbicides, and any other material deemed toxic and/or hazardous by the United States Environmental Protection Agency) in, on and/or around said building and the site in violation of any federal, state, or local law, statute, ordinance, or regulation. The Tenant further agrees that it will indemnify and save the Landlord and its members harmless from any actions, costs and expenses in connection with hazardous and/or toxic materials which relate to the Premises and which are a result of actions taken by the Tenant. In the event that the leased Premises shall become contaminated as a result of any toxic or hazardous waste or substances that may have been placed or permitted to be placed on the Premises by Tenant the Tenant, at its sole expense, shall promptly take all steps required to repair and/or restore the leased Premises to the condition, and in the manner, required by law. If, at any time, it is determined that there are any toxic and /or hazardous materials have been placed or permitted by Tenant to be placed on the Premises which, under any environmental requirement, require special handling in storage, collection, treatment, or disposal, the Tenant shall immediately take such actions (at its sole expense) as are necessary to comply with all environmental requirements, and shall comply therein with due diligence, after written notice thereof from the Landlord. Landlord represents to the best of Landlord's knowledge that, at the time Tenant occupies the Premises (and the Addition), the Premises (and the Addition) are and will be free of Contaminants as defined herein. Landlord agrees to indemnify and hold harmless the Tenant from and against any and all actions, claims, suits, damages, judgments, costs, charges, expenses, attorney fees, or other liabilities arising out of, or as a result of, any toxic or hazardous waste or substances (hereinafter collectively "Contaminants") that may have been deposited on or about the Premises by the Landlord or by any other party prior to the commencement of this Lease.

Should any liability, loss, claim, damage, or expense arise from which both Landlord is required to indemnify Tenant under this agreement and Tenant is required to indemnify Landlord under this agreement, such liability, loss, claim, damage or expense shall be apportioned between Landlord and Tenant in accordance with the degrees of respective fault of Landlord and Landlord's predecessors in title and persons previously having an interest in the Premises through Landlord or Landlord's predecessors on the one hand, and Tenant on the other Hand, or, if fault shall not be the basis therefore, in such manner as shall fairly reflect the respective responsibilities of the parties in connection therewith.

"Contaminants" as used in this agreement shall mean any substance which is regulated, or subject to the provision of any federal, state or local law, ordinance, rule, regulation or policy including, but not limited to the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Water Pollution Control Act; the Clean Air Act; the Asbestos Hazardous Emergency Response Act; and the State counterparts of such acts including but not limited to the Michigan Natural Resources and Environmental Protection Act. "Environmental Laws" as used in this Lease means any laws governing or regulating Contaminants as the term Contaminants is used herein.

#### (34) LEASE EXTENSION OPTIONS

Tenant is granted one (1) option to lease the Premises for one (1) additional five (5) year term, which option(s) must be exercised in writing and delivered to Landlord at least ninety (90) days prior to the termination of the initial term or first option term of this Lease, as the case may be. All of the terms and provisions of this Lease shall remain in full force and effect, except rental which shall be \$ 6.60/s.f. NNN during the first year of the (5) year option period and increased by two percent (2%) per annum for the remaining four (4) years.

#### (35) NOTICES

Whenever, under this Lease, a provision is made for notice of any kind from one party to the other, it shall be deemed sufficient notice and service of same if such notice is in writing, addressed to the party at the address set forth below, and deposited as "Certified Mail, Return Receipt Requested" in the United States Mail or via overnight delivery with postage prepaid. Notices need to be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

Tenant's Address: Century Plastics, Inc.  
50413 Utica Drive  
Shelby Township, Michigan 48315  
Attn: Greg Avsharian

Landlord's Address: WALTER K. WINKLE  
Phoenix Shelby Industrial 6, L.L.C.  
26950 TWENTY THREE MILE RD.  
CHESTERFIELD, MI 48051  
PHONE (586) 949-4670, FAX (586) 949-4741

It is agreed that, for the purposes of this Lease, the word "he" shall be used as synonymous with the words "she", "it", and "they"; and the word "his" as synonymous with the words "her", "its", and "their".

The covenants, conditions, and agreements made and entered into by the parties to this Lease are declared binding on their respective heirs, successors, representatives, and assigns.

#### (36) USE AND OCCUPANCY

It is understood and agreed between the parties hereto that, during the continuance of this Lease, the Premises shall be used and occupied for light industrial manufacturing, related services and offices. The leased Premises shall not be used for any other purpose without the written consent of the Landlord which consent shall not be unreasonably withheld, conditioned or delayed. The Tenant further agrees that it will not use the Premises for any purpose in violation of any law, municipal ordinance, or regulation.

#### (37) NEW CONSTRUCTION

Landlord warrants the Addition against defects in materials and workmanship for a period of one (1) year or agrees to assign to Tenant the manufacturer's warranties, if any, on any equipment or improvements installed by Landlord or its agents which can be enforced by Tenant and if not, Landlord shall enforce such warranties.

#### (38) ALTERATIONS

Tenant shall not make any alterations, additions, modifications or improvements ("Alterations") to the leased Premises without the prior written consent of Landlord. Landlord will not unreasonably withhold, condition or delay its consent with respect only to nonstructural Alterations which do not modify the exterior of the buildings, which do not adversely affect the architectural design or systems or do not involve any demolition work or which do not change the character or use of the leased Premises. All Alterations made by Tenant or the removal thereof shall be made free of all liens and encumbrances and in compliance with all laws.

(39) WAIVER OF SUBROGATION

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Lease shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord and Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

(40) TENANT'S FINANCIAL INFORMATION

Tenant agrees, upon request by Landlord, to provide to the Landlord after the date of this Lease until the expiration of the term of this Lease (including any exercised option term), but not more often than semi-annually, the periodic financial reports of Century Plastics, Inc. as reported to any shareholders.

(41) ENTIRE AGREEMENT

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, between Landlord and Tenant concerning the leased Premises and the buildings and improvements to be constructed thereon.

(42) MODIFICATION

This Lease shall not be modified or amended unless by a writing signed by Landlord and Tenant.

(43) BROKER'S COMMISSION

Tenant and Landlord represent and warrant to each other that Grubb & Ellis is the sole brokerage firm in connection with this Lease Agreement transaction and there are no other brokerage fees, finder's fees, or consulting fees in connection with this Lease Agreement.

(44) CONSTRUCTION

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

(45) BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

(46) COUNTERPARTS

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

(47) MEMORANDUM OF LEASE

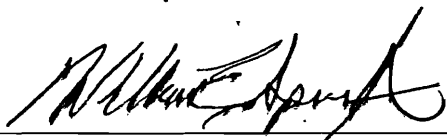
Landlord agrees to join Tenant in the execution and recording of a Memorandum of Lease to give notice that this Lease has been executed and to give further notice of Tenant's interest in the Premises by virtue hereof.

(48) SECURITY DEPOSIT

The Landlord hereby acknowledges receipt of seventeen thousand and no/100 dollars (\$ 17,000.00) which it is to retain as security for the faithful performance by the Tenant of all of the covenants, conditions, and agreements of this Lease. In no event shall the Landlord be obliged to apply the Security Deposit upon the rents or other charges in arrears, or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements of this Lease; however, the Landlord may so apply the Security Deposit, at his sole option. The Landlord's right to possession of the premises for non-payment of rent, or for any other reason, shall not in any way be affected by reason of the fact that the Landlord holds this Security Deposit. The Security Deposit (if not applied towards the payment of rent in arrears or towards the payment of damages suffered by the Landlord by reason of the Tenant's breach of covenants, conditions, and agreements of this Lease) is to be returned to the Tenant when this Lease is terminated according to its terms. However, in no event is the Security Deposit to be returned until the Tenant has vacated the premises and delivered possession thereof to the Landlord. In the event the Landlord repossesses himself of the premises because of Tenant's default, or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the Security Deposit upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the Security Deposit as a separate fund, but may mix the Security Deposit with his own funds.

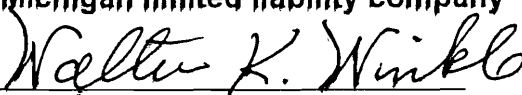


**WITNESSED BY:**

  
\_\_\_\_\_

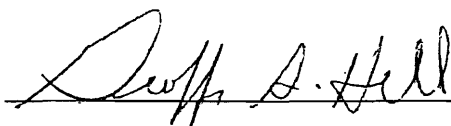
**LANDLORD:**

**Phoenix Shelby Industrial 6, L.L.C., a  
Michigan limited liability company**

  
\_\_\_\_\_  
Walter K. Winkle, Member

**TENANT:**

**Century Plastics, Inc. a  
Michigan corporation**

  
\_\_\_\_\_

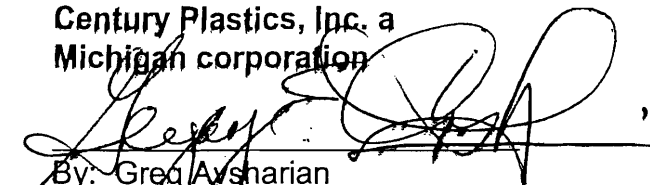
  
\_\_\_\_\_  
By: Greg Avsharian  
Its: Authorized Officer and Owner

EXHIBIT A  
LEGAL DESCRIPTION

That certain parcel of land, together with all improvements thereon, situated in the County of Macomb, Charter Township of Shelby, State of Michigan, described as follows:

Unit 6 of the Phoenix Shelby Industrial Park condominium pursuant to the Master Deed recorded on November 18, 1996, and all amendments thereto, in Liber 7249, Pages 843 through 880, both inclusive, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 529.

Commonly known as 50413 Utica Drive, Shelby Township, Michigan.

Parcel I.D. : 50 07474005 00

50413

**First AMENDMENT TO LEASE**

71

This First Amendment to Lease ("First Amendment") is made as of July 29, 2009, between Phoenix Shelby Industrial 6, LLC, a Michigan limited liability company("Landlord"), and Century Plastics, Inc., a Michigan Corporation ("Tenant"), pertaining to a lease dated June 17 2002, for approximately 35,588 square feet of industrial space at 50413 Utica Drive, Shelby Twp. , Michigan. Said lease recited below shall be considered collectively the "Lease".

**RECITAL**

- A. On June 17, 2002 Landlord, entered into a lease with Tenant. The parties now wish to further amend the Lease as hereinafter provided.

NOW THEREFORE, the parties agree as follows:

1. The Term of the Lease as defined in paragraph 2 of the Lease is hereby extended to August 31, 2014.
2. The monthly Rent for the so extended Term as defined in paragraph 2 of the Lease shall be amended for the period from August 1, 2009 –August 31, 2014 and the new monthly rental payment shall be \$15,569.75. Said amount shall be due each and every month beginning August 1, 2009 for the remainder of the Lease Term. Rent shall be payable in monthly installments, in advance, without deduction, set off, prior notice or demand, upon the first (1<sup>st</sup>) day of each and every month.
3. Paragraph 4 of the Lease is hereby amended to have the Landlord provide for the building insurance for the Premises and the Tenant shall reimburse the Landlord for the cost of said building insurance within thirty (30) days of receipt of said insurance premium billing, which shall be no more frequent then when the insurer's bill Landlord. Tenant reserves the right to obtain the building insurance if at any time during the Leased Term, Tenant is able to obtain said building insurance for a cheaper premium then Landlord.
4. Paragraph 34 of the Lease is hereby amended, Tenant is hereby granted the option to extend this Lease for one (1) additional five (5) year term at a monthly rental rate of \$15,569.75. Notice of Tenant's intention to exercise said option must be in writing and delivered to the Landlord no later than May 31, 2014, by registered mail, return receipt requested. All terms and conditions of this Lease shall continue in full force and effect during the extended term. The option granted to Tenant shall not be exercisable while Tenant is in default, nor after expiration or sooner termination of said Lease, nor after abandonment or surrender of the Premises by Tenant.
5. Paragraph 38 of the Lease is amended to allow Tenant to make any required alterations, additions or improvements to the Premises under \$5,000.00 without

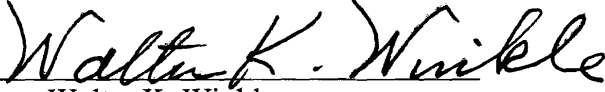
the Landlord's written consent. Landlord will at its sole cost and expense complete the following improvements by October 1, 2009, unless coordination of such improvements is delayed by Tenant:

- a) Landlord to install four (4) exhaust fans into the shop area as previously specified by Tenant.
  - b) Landlord to maintain the roof so that it continues to be leak tight;
  - c) Landlord to re-carpet front office area.
6. The Tenant is hereby granted an option to Purchase the Leased Premises at anytime from July 1, 2009 through August 31, 2010 for Two Million and 00/100 (\$2,000,000.00) Dollars cash by providing Landlord with written notice of its intent to exercise said option to Purchase the property accompanied with a deposit of Ten Thousand and 00/100 (\$10,000.00) Dollars. The Tenant shall then have a period of ninety (90) days to complete the sales transaction. The Seller shall furnish Tenant with an owner's title insurance commitment without standard exceptions within fifteen (15) days of notice of Tenant's exercise of said Purchase option. At closing the Seller shall be responsible to pay for the premium for an owner's title insurance policy without standard exceptions and to pay for all transfer tax and revenue stamps due as a result of the sale. All other closing costs shall be standard customary costs.
  7. All Personal Guaranties involved with the original Lease shall be deleted in its entirety and Tenant shall no longer have a Personal Guaranty with the Landlord on this Lease Agreement.
  8. The Landlord agrees to pay Grubb and Ellis a commission in conjunction with this Lease amendment per the terms of said commission agreement executed between Landlord and Grubb & Ellis.
  9. The individuals executing this First Amendment on behalf of Tenant hereby represent and warrant that they are fully authorized to do so.
  10. This First Amendment may be executed by facsimile and in counterparts and a fully executed facsimile copy of this First Amendment shall be deemed to be an original for all purposes.
  11. All capitalized terms used herein shall have the same meanings as provided in the Lease.
  12. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

AGREED & ACCEPTED:

LANDLORD:

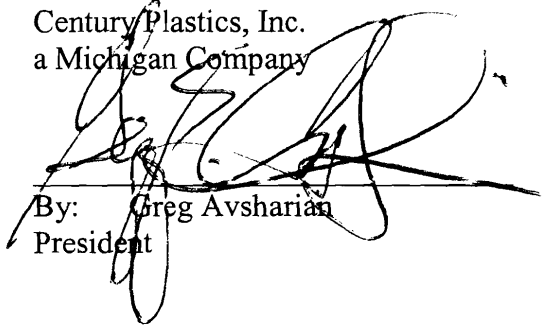
Phoenix Shelby Industrial 6, LLC  
a Michigan Limited Corporation



By: Walter K. Winkle  
Its: CEO

TENANT:

Century Plastics, Inc.  
a Michigan Company



By: Greg Avsharian  
Its: President

# Memo

To: Board of Trustees  
From: Terri Kowal, Clerk  
Date: September 13, 2011  
Re: Telephone System Maintenance annual 2011-2012 Service Contract

---

Fellow Board Members,

You may recall that last year my office wrote and advertised (on the township website and MITN) bid specifications for a telephone system maintenance service contract, and our current vendor BSB Communications, Inc. of St. Clair Shores, was the only bidder. They are familiar with our telephone system since they were the company who installed it and provided the new equipment, and continue to maintain an inventory of parts for replacement when needed. Our telephone system is now over 10 years old, and the frequency of replacement issues can only be expected to increase.

If approved, the contract will be effective October 1, 2011 through September 30, 2012, at the same rate as last year, \$5,540.00. The contract covers the Municipal Building, the Fire Departments, and the Community Center/Court offices but excludes the Police Department. (The Parks, Recreation and Maintenance Building is covered under a separate system maintenance contract which runs from April 1, 2011 to March 31, 2012.)

As always, please contact me if you have any questions. Thank you for your consideration.

/ca



Service Contract 3373

Phone: (586) 774-6000 Fax: (586) 774-3413
21501 Harper
St. Clair Shores, MI 48080

Table with 3 columns: Description, Type, Billing Cycle. Row 1: One Year Parts and Labor 24 X 7, Maintenance Agreement, Annual

This Maintenance Agreement is made as of 10/1/2011 by and between Charter Township of Shelby Court/Comm. Ctr. (hereinafter the "CUSTOMER") and BSB Communications, Inc. (hereinafter "BSB"). Customer and BSB agree that BSB will perform maintenance services pertaining to the 51680 Van Dyke (hereinafter the "SYSTEM") installed at: Shelby Township MI 48316-3572

subject to the terms and conditions set forth in this Agreement.

- 1. Terms of the Agreement. This Agreement shall be for a period of twelve (12) months beginning on the above date, unless otherwise terminated or canceled as provided herein.
2. Performance of Maintenance Services
(a) BSB shall perform maintenance services on SYSTEM during the term of this contract.
(b) BSB's performance of maintenance services may take the form of repair or replacement of modules and subassemblies of the SYSTEM, as BSB shall determine in its sole discretion.
(c) The maintenance services shall be such as to keep the SYSTEM in good operating condition as determined by the specifications for such SYSTEM by its manufacturer.
(d) It is expressly understood and agreed that BSB shall not be responsible for repairing or remedying any malfunction or defect which is inherent to the SYSTEM or which existed at the time it was manufactured, including, but not limited to, any defect or malfunction related to SYSTEM's ability to operate properly in the Year 2000 and beyond.
(e) It is expressly understood and agreed that BSB shall not be responsible for repairs or replacements made necessary by drink spillage, vandalism, acts of God, or as a result of the fault of the Customer as set forth in Paragraph 4.
3. Charges
(a) The charges, which the Customer shall pay BSB for the performance of maintenance services, shall be due and payable upon receipt of BSB's invoices therefor.
(b) Customer agrees to pay the following charges to BSB for the services provided under this Maintenance Agreement:
Contract Term: Maintenance Agreement Contract Price: \$5,540.00
It is understood by BSB and the Customer that the above-referenced charge relates to maintenance of the SYSTEM's configuration as of the contract date. Should changes to the SYSTEM occur subsequent to the date of this contract, BSB may, at its sole discretion, modify the charge referenced above to reflect such changes.
(c) This Agreement, and the charges referenced in subpart 3(b) pertain to any part of the SYSTEM supplied by BSB. Additional equipment, moves and program changes will be performed on a time and material basis unless otherwise expressly agreed to by BSB.
(d) All batteries needed to operate the SYSTEM will be supplied and installed on a time and materials basis at the prevailing rate.
(e) In addition to the charges in paragraphs 3(b), 3(c) and 3(d), Customer shall pay all applicable taxes. If Customer elects to challenge the applicability of any such taxes, Customer shall pay the same to BSB and shall thereafter seek a refund thereof.
4. Obligations of Customer
(a) Customer shall exercise reasonable care in the use and operation of the SYSTEM. Any damage to the SYSTEM caused by the fault of the Customer, its employees or invitees, are the responsibility of the Customer.
(b) Customer is responsible for providing a proper operating environment for the SYSTEM and shall be responsible for repairs or replacements made necessary by the SYSTEM's exposure to harmful conditions, including power surges, water, excessive heat, or other forms of contamination.
(c) Such repairs or replacements as may become necessary as a result of the circumstances described in 4(a) and 4(b) will be made by BSB at its sole discretion on a time and material basis, above and beyond the charges set forth in paragraph 3.
(d) Customer shall promptly report to BSB all malfunctions of the SYSTEM and shall permit BSB or its agents to enter the premises to service and/or inspect the system. Customer shall provide BSB with access to the SYSTEM and with sufficient workspace required to perform maintenance services.
5. Negation of Warranty
EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH 2, AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. Limitation of Liability
(a) IN NO EVENT SHALL BSB BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS MAINTENANCE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF EVEN IF BSB HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. BSB'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNT PAID TO BSB HEREUNDER BY CUSTOMER.
(b) IN NO EVENT SHALL BSB BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF BSB IN THE PERFORMANCE OF MAINTENANCE SERVICES OR OTHER SERVICES UNDER THIS AGREEMENT.



**Service Contract  
3373**

Phone: (586) 774-6000 Fax: (586) 774-3413  
21501 Harper  
St. Clair Shores, MI 48080

<u>Description</u>	<u>Type</u>	<u>Billing Cycle</u>
One Year Parts and Labor 24 X 7	Maintenance Agreement	Annual

**7. Termination**

- (a) This Agreement may be terminated or canceled by BSB if (1) Customer fails to pay BSB any charges or taxes; (2) Customer is in default of any other provision of this Agreement and such default has not been cured within twenty (20) days after BSB gives notice thereof; or (3) Customer becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law
- (b) In the event of any termination/cancellation of this Agreement, BSB shall have the right to: (1) declare all amounts owed to BSB to be immediately due and payable; (2) enter the Customer's premises and repossess all supplies, consumables, spares and all other items owned by BSB; and (3) cease performance of all maintenance services hereunder without liability to Customer.
- (c) The foregoing rights and remedies of BSB shall be cumulative and in addition to all other rights and remedies available to BSB in law and in equity.

**8. Excusable Delay**

BSB shall not be liable for any failure to perform or delay in the performance of maintenance services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond BSB's reasonable control.

**9. General**

- (a) Any cause of action arising out of or related to this Agreement must be brought no later than one (1) year after the cause of action has occurred.
- (b) This Agreement is the sole agreement between the parties relating to the proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by writing executed by the authorized representatives of both parties.
- (c) This Agreement shall be interpreted in accordance with the substantive laws of the State of Michigan.

**BSB Communications, Inc.**

**Customer**

By: 

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

Its: **Operations Manager**

Its: \_\_\_\_\_

Basis: Time Period Time Remaining: 398 days

Includes

Special Instructions

Excludes OASYS Net Server and Net Phone.  
(Manufacture Discontinued)

**Items for Account: Charter Township of Shelby Court/Comm. Ctr., No. 1000412, 51680 Van Dyke Shelby Township MI 48316-3572**

**Items for Account: Charter Township of Shelby Fire Department, No. 1000727, 6345 23 Mile Rd. Shelby Township MI 48316**

**Items for Account: Charter Township of Shelby- Township Hall, No. 1000726, 52700 Van Dyke Shelby Township MI 48316**



# Memo

To: Clerk Terri Kowal

CC: Richard H. Stathakis, Supervisor  
Police Chief Robert Leman

From: Lisa Suida, H.R. Director

Date: September 12, 2011

Re: Agenda Item – Board of Trustees – September 20, 2011  
Discussion of the Police Chief's employment contract

---

The Human Resource Director, in concurrence with the Township Supervisor, respectfully requests discussion regarding the employment contract of Robert Leman, Chief of Police, to be added to the agenda for the regular meeting of the Board of Trustees on September 20, 2011.

LMS



# SHELBY TOWNSHIP POLICE

## COMMAND OFFICERS ASSOCIATION

September 9, 2011

Charter Township of Shelby Board of Trustees  
Shelby Township Municipal Building  
52700 Vandyke  
Shelby Township, Michigan 48316

Dear Board of Trustees:

The Shelby Township Police Command Officers' Association would like to express our support of Shelby Township Police Chief Robert Leman.

The members of our association have enjoyed a very professional working relationship with Chief Leman. He has always been willing to make tough decisions but has taken the time to consider our ideas. Chief Leman has always put the safety and security of the citizens at the top of our department's priority list. We know that Chief Leman personally cares about the community he serves because we have witnessed him putting his personal time and energy into local charitable events.

Chief Leman has done an excellent job of managing the department budget. He has managed to save 15 million dollars since he became chief of police but has always made sure that we have been well equipped to properly serve the citizens of Shelby Township. The police command officers believe that the department would be best served if Chief Leman continued to lead the Shelby Township Police Department.

Thank you,

Michael Coady  
President  
Shelby Township Police Command Officers Association

# Memo

To: Clerk Terri Kowal-w/attachments

From: Richard H. Stathakis, Supervisor

CC: John Martin, Cable TV Coordinator

Date: September 12, 2011

Re: Agenda – Board of Trustees Meeting - September 20, 2011  
Reactivation of the Cable TV Regulatory Committee

---

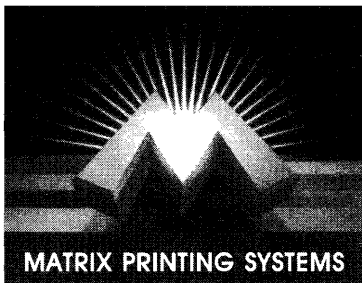
The Cable TV Committee meetings have been on hiatus for at least a year. At the Budget Session, John Martin, Cable TV Coordinator, suggested that the Cable TV Committee be reactivated to better serve the residents of the community.

The Committee has proven in the past to be a valuable tool to keep the community educated on how to best adapt to the many technical changes that continually occur in the cable TV industry. Additionally, the Committee would be involved in discussion in regard to local government programming in the Township.

With approval from the Board, once the Committee has been reactivated, interested applicants will be contacted to schedule interviews with nominations for Membership to follow.

RHS/amp

P:AgendaSept2011CableTVCommitteeReactiv



**MATRIX PRINTING SYSTEMS**

56716 Mound Road  
Shelby Township, MI 48316  
Phone 586.992.3600  
Fax 586.992.3636  
info@matrixprintingsystems.com

**PRINTING:**

- Bank Supplies
- Checks
- Color Brochures
- Continuous Forms
- Custom Boxes
- Document Security
- Envelopes
- Gift Cards
- Giveaway Products
- Laser Cut Sheets
- Letterhead
- Manuals/Handbooks
- Mailers - One & Two-Way
- Labels - Stock & Custom
- Membership Cards
- Napkins & Coasters
- Postcards
- Presentation Folders
- Pressure Seal Forms
- Pressure Seal Machines
- Snap Out Forms

**SERVICES:**

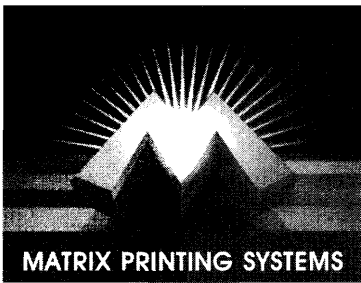
- Art Design/Composition
- Fulfillment & Mailing Services
- Inventory Management
- Mailing Lists

**& MARKETING CAMPAIGNS!!**

Tori,  
Please Place Ms Zinn's  
Name on the Next Agenda  
for the Board's Consideration  
for Reappointment To  
the Seward Committee.

Thank  
Paul V.

11 SEP -9 PM 2:10



**MATRIX PRINTING SYSTEMS**

56716 Mound Road  
Shelby Township, MI 48316  
Phone 586.992.3600  
Fax 586.992.3636  
info@matrixprintingsystems.com

**PRINTING:**

- Bank Supplies
- Checks
- Color Brochures
- Continuous Forms
- Custom Boxes
- Document Security
- Envelopes
- Gift Cards
- Giveaway Products
- Laser Cut Sheets
- Letterhead
- Manuals/Handbooks
- Mailers - One & Two-Way
- Labels - Stock & Custom
- Membership Cards
- Napkins & Coasters
- Postcards
- Presentation Folders
- Pressure Seal Forms
- Pressure Seal Machines
- Snap Out Forms

**SERVICES:**

- Art Design/Composition
- Fulfillment & Mailing Services
- Inventory Management
- Mailing Lists

**& MARKETING CAMPAIGNS!!**

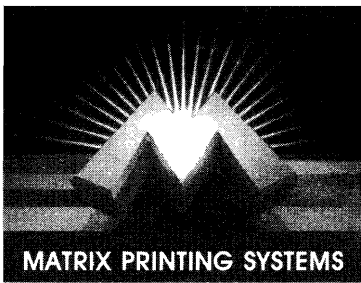
Teri;

Please Place McMatika's  
Name on the NEXT agenda  
for ~~the~~ the Boards  
Consideration for AGPT,  
To The SIDEwalk  
Comm.

Thanks  
Paul Vasi

11 SEP -9 PM 2:10

11 SEP -9 PM 2:10



**MATRIX PRINTING SYSTEMS**

56716 Mound Road  
Shelby Township, MI 48316  
Phone 586.992.3600  
Fax 586.992.3636  
info@matrixprintingsystems.com

**PRINTING:**

Bank Supplies  
Checks  
Color Brochures  
Continuous Forms  
Custom Boxes  
Document Security  
Envelopes  
Gift Cards  
Giveaway Products  
Laser Cut Sheets  
Letterhead  
Manuals/Handbooks  
Mallers - One & Two-Way  
Labels - Stock & Custom  
Membership Cards  
Napkins & Coasters  
Postcards  
Presentation Folders  
Pressure Seal Forms  
Pressure Seal Machines  
Snap Out Forms

**SERVICES:**

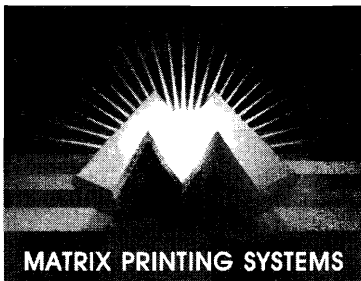
Art Design/Composition  
Fulfillment & Mailing Services  
Inventory Management  
Mailing Lists

**& MARKETING CAMPAIGNS!!**

Terri:  
Please Place Ms Burgess  
Name on the Nex Agenda  
for the Boards Consideration  
for Re Appointment to  
the Historical Comm.

Thomas  
Paul Van

11 SEP -9 PM 2:10



**MATRIX PRINTING SYSTEMS**

56716 Mound Road  
Shelby Township, MI 48316  
Phone 586.992.3600  
Fax 586.992.3636  
info@matrixprintingsystems.com

**PRINTING:**

- Bank Supplies
- Checks
- Color Brochures
- Continuous Forms
- Custom Boxes
- Document Security
- Envelopes
- Gift Cards
- Giveaway Products
- Laser Cut Sheets
- Letterhead
- Manuals/Handbooks
- Mailers - One & Two-Way
- Labels - Stock & Custom
- Membership Cards
- Napkins & Coasters
- Postcards
- Presentation Folders
- Pressure Seal Forms
- Pressure Seal Machines
- Snap Out Forms

**SERVICES:**

- Art Design/Composition
- Fulfillment & Mailing Services
- Inventory Management
- Mailing Lists

**& MARKETING CAMPAIGNS!!**

Teri

Please place the name  
of Robert Barrett on  
the NEXT agenda for  
consideration for appt.  
to the Historical  
Committee

*Handwritten signature*  
Paul Vini

11 SEP - 9 PM 2:10

## **INFORMATIONAL ITEMS – BOARD MEETING – 9-20-2011**

1. Letter to Board of Trustees dated 9-9-2011 from Police Chief Robert Leman RE Request from Zsaam, Inc. to transfer ownership of 2011 SDD & SDM licensed business located at 13595 21 Mile Road, Utica, MI 48315, Shelby Township, Macomb County from M & H Food Plus Center, Inc.



# Charter Township of Shelby Police Department

ROBERT L. LEMAN  
CHIEF OF POLICE

11 SEP 12 PM 4: 15

52700 VAN DYKE - SHELBY TWP., MICHIGAN 48316-3572 - (586) 731-2121 - FAX (586) 726-7218

September 9, 2011


Board of Trustees  
Charter Township of Shelby  
52700 Van Dyke  
Shelby Township, MI 48316

**Re: Zsaam, Inc. requests transfer ownership of 2011 SDD & SDM licensed business located at 13595 Twenty One Mile, Utica, MI 48315, Shelby township, Macomb County from M & H Food Plus Center, Inc.**

Honorable Board Members:

Please be advised that this Department has recently completed the above referenced investigation and approves the application. The business has obtained all final inspection approvals from the Building Department, Fire Department and Police Department.

Sincerely,



Chief Robert Leman  
Shelby Township Police Department  
586 731-2121 Ext 304

/vjp