

## HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road

Howell, MI. 48855

January 9, 2023

6:30 pm

1. Call to Order:
2. Roll Call:     Mike Coddington     ( )     Jeff Smith     ( )  
                         Jean Graham             ( )     Harold Melton     ( )  
                         Jonathan Hohenstein     ( )     Bob Wilson     ( )  
                         Matthew Counts         ( )
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:
  - A. Regular Board Meeting December 12, 2022
6. Correspondence:
7. Call to the Public:
8. Unfinished Business:
  - A. Public Nuisance Ordinance – Santa Rosa Drive
9. New Business:
  - A. ZBA Appointment
  - B. Board of Review Appointments
  - C. Master Plan Review Period Update
  - D. Pioneer Cemetery Bids
10. Reports:
  - A. Supervisor   B. Treasurer     C. Clerk     D. Zoning
  - E. Assessing    F. Fire Authority   G. MHOG    H. Planning Commission
  - I. Z B A         J. WWTP            K. HAPRA   L. Property Committee
  - M. P&R Committee
11. Call to the Public
12. Disbursements:
  - Regular and Check Register
13. Adjournment:

**5A**

**HOWELL TOWNSHIP REGULAR BOARD  
MEETING MINUTES**

3525 Byron Road Howell, MI 48855  
December 12, 2022, 6:30 P.M.

**MEMBERS PRESENT:**

Mike Coddington	Supervisor
	Clerk
Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Harold Melton	Trustee
Bob Wilson	Trustee
Jeff Smith	Trustee

**MEMBERS ABSENT:**

Jean Graham

**ALSO IN ATTENDANCE:** Tim Boal, Dana Boal, Matt Graham, Martha Haglund, Josh Rowe

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called.

All rose for the Pledge of Allegiance.

**APPROVAL OF THE AGENDA:**

November 14, 2022

**MOTION** by Melton, **SECOND** by Smith, **“TO APPROVE THE NOVEMBER 14, 2022 REGULAR MEETING AGENDA AS PRESENTED WITH AMENDMENT TO ADD RESOLUTION 12.22.519 AS ITEM 9G UNDER NEW BUSINESS FOR SEWER & WATER CONNECTION FEES.”** Discussion followed. Motion carried.

**APPROVAL OF BOARD MEETING MINUTES:**

November 14, 2022

**MOTION** by Hohenstein, **SECOND** by Melton, **“TO APPROVE THE OCTOBER 3, 2022 REGULAR MEETING MINUTES AS PRESENTED WITH AMENDMENTS TO ADD THE ORDINANCE FOR SOLAR FARMS AND OTHER ENERGY SOURCES AND FORWARD TO THE PLANNING COMMISSION UNDER REPORTS, B - TREASURER.”** Discussion followed. Motion carried.

**CORRESPONDENCE:**

There was no correspondence.

**CALL TO THE PUBLIC:**

There was no public comment.

**UNFINISHED BUSINESS:**

A. MiSignal

Treasurer Hohenstein discussed the proposed MiSignal report included in the board packet. Josh Rowe was present on behalf of MiSignal and discussed the challenges on phases for internet in Howell Township. **MOTION** by Hohenstein, **SECOND** by Smith, **“TO ACCEPT THE MISIGNAL PROPOSED AGREEMENT CHANGE FOR PHASE I, SOUTH OF I-96 AND PHASE II, NORTH OF I-**

**96 AND THE REMAINDER OF THE AGREEMENT WILL STAY THE SAME AS PRESENTED.”**

Discussion followed. Motion carried.

B. Easement Request from Dama Farms (Hawk Meadows Golf Course)

Treasurer Hohenstein discussed the original request from Dama Farms for an utility easement across Township property. There was explanation and discussion on the spreadsheet from Spicer Engineering on Sewer District #8 capacity. He discussed the challenges in the district and sought direction from the Board on the easement to Dama Farms for REU's that currently don't exist. Discussion followed. It was the consensus of the Board to not provide utility easement across the Township property at this time.

C. 'Future Township Hall/Park – Tooley Road'

Treasurer Hohenstein discussed Spark Grants, ARPA funds, recommendations from Spicer engineers and the need to get a plan together quickly to apply for the second round of three rounds available for the Spark Grants. He explained the number one thing wanted by residents is trails according to the Township's Recreation Master Plan. The recommendation from the engineer was to proceed quickly to request the grant. Planning Commission Chair Martha Haglund, was present and discussed MDNR Grants. **MOTION** by Counts, **SECOND** by Smith, **“TO APPROVE SPICER GROUP TO CREATE CONCEPTUAL PLANS FOR A TOWNSHIP HALL PARK AND TO INVESTIGATE GRANT FUNDING NOT TO EXCEED \$12,000.00 AS AMENDED AND PRESENTED.”** Discussion followed. Motion carried.

Treasurer Hohenstein discussed terminating the farmers lease on two Township owned parcels that the conceptual plans are being created for. **MOTION** by Counts, **SECOND** by Melton, **“TO REFER BACK TO THE PARKS AND RECREATION COMMITTEE AS PRESENTED.”** Discussion followed. Motion carried.

**NEW BUSINESS:**

A. Public Nuisance Ordinance

Resident Tim Boal was present to discuss in detail the public nuisance ordinance and present to the Board the challenges with a neighbor regarding the road right of way access at the cross streets of Mason Road and Santa Rosa Drive. Discussion followed. The Board requested that the Township Zoning Administrator provide the Board with an explanation of the actions taken on this situation.

B. Resolution 12.22.516 Howell Public Schools Summer Tax Collection Agreement

Treasurer Hohenstein discussed the resolutions for school summer tax collection agreements for approval as presented. **MOTION** by Counts, **SECOND** by Melton. **“TO APPROVE RESOLUTION 12.22.516 AS PRESENTED.”** Discussion followed. A roll call vote was taken. Wilson – yes, Hohenstein – yes, Melton - yes, Counts – yes, Smith – yes, Coddington – yes. Motion carried (6-0).

C. Resolution 12.22.517 LESA Summer Tax Collection Agreement

**MOTION** by Counts, **SECOND** by Melton. **“TO APPROVE RESOLUTION 12.22.517 AS PRESENTED.”** Discussion followed. A roll call vote was taken. Counts – yes, Coddington – yes, Melton – yes, Smith – yes, Hohenstein – yes, Wilson – yes. Motion carried (6-0).

D. Resolution 12.22.518 Fowlerville Community Schools Summer Tax Collection Agreement

**MOTION** by Counts, **SECOND** by Melton. **“TO APPROVE RESOLUTION 12.22.518 AS PRESENTED.”** Discussion followed. A roll call vote was taken. Coddington – yes, Counts – yes, Wilson - yes, Hohenstein – yes, Melton – yes, Smith – yes. Motion carried (6-0).

E. Approval of funds for Deputy Clerk Guillen to attend MAMC Institute

Deputy Clerk Guillen would like to attend The Michigan Association of Municipal Clerks Conference March 12-17, 2023. Payment is required by February 19, 2023. The Clerk is requesting approval of funds to attend as presented. **MOTION** by Hohenstein, **SECOND** by Melton, **“TO APPROVE THE DEPUTY**

**CLERK ATTEND THE MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS CONFERENCE AS PRESENTED.”** Discussion followed. Motion carried.

- F. Approval of Budget Amendment if requested education is approved.  
**MOTION** by Hohenstein, **SECOND** by Melton, **“TO ACCEPT THE BUDGET AMENDMENT FROM ELECTION EQUIPMENT REPAIR EXPENSE TO CLERK EDUCATION EXPENSE AS PRESENTED.”**  
Discussion followed. Motion carried.
- G. Resolution No. 12.22.519 Township Sewer and Water Connection fees  
Treasurer Hohenstein indicated the Township ordinance states our connection fee has to be approved from the Board by resolution. The original fee of \$4,200.00 was set in 2004 when the ordinance was written. Currently the connection fee is \$5,000.00 each, If the resolution does not pass the connection goes up 5% automatically. Expenses have gone up and it is hard to justify raising the connection fee considering all the other expenses that go into actual connection of sewer and water for the Township residents. His recommendation is to leave the sewer and water connection fee at \$5,000.00. **MOTION** by Counts, **SECOND** by Smith, **“TO APPROVE RESOLUTION 12.22.519 SETTING THE CONNECTION FEE AS OF 1/1/2023 TO \$5,000.00 AS PRESENTED.”** Discussion followed. A roll count vote was taken. Smith – yes, Melton – yes, Hohenstein – yes, Coddington – yes, Counts – yes, Wilson – yes. Motion carried (6-0).

**REPORTS:**

A. SUPERVISOR:

Supervisor Coddington indicated the Sherriff’s contract is finished and the Township has a plan going forward. He confirmed with the under Sheriff a communication plan to resolve any challenges going forward. The Board requested that moving forward a report from the Zoning Administrator be included in the Board packet on ordinance violations. There was discussion on challenges and safety issues regarding fireworks.

B. TREASURER:

Treasurer Hohenstein updated the board that Oakland Tactical has been granted a hearing in Detroit on 1/17/2023. He further noted one of the farmers that leases Township property is late making his lease payment. The Board was in consensus to send a letter regarding the late lease payment. Questions arose regarding the length and end date for the current lease.

C. CLERK:

(See written report from Clerk Graham.)

D. ZONING:

(See written report from Zoning Administrator Daus.)

E. ASSESSING:

(See written report from Assessor Kilpela.)

F. FIRE AUTHORITY:

(Supervisor Coddington gave an update on the recent Fire Authority meeting.)

G. MHOG:

(Trustee Counts gave an update on the recent MHOG meeting.)

H. PLANNING COMMISSION:

(Trustee Counts gave a brief update and asked Chair Haglund to discuss the meeting.)

I. ZONING BOARD OF APPEALS (ZBA)

(There was no update as the meeting is on December 20, 2022.)

J. WWTP:

Treasurer Hohenstein explained work the engineers performed for the capacity of District 8. Spicer created the previously discussed spreadsheet for the sewer capacity and created an additional layer in our GIS program. Spicer engineering is asking for a change directive from \$4,500.00 to \$6,350.00 for this work item. The rest of the report is informational. **MOTION** by Hohenstein, **SECOND** by Melton, **“TO ACCEPT THE WORK CHANGE DIRECTIVE NUMBER ONE FROM SPICER ENGINEERING AS PRESENTED.”** Discussion followed. Motion carried.

K. HAPRA

(See written report by Graham.)

L. PROPERTY COMMITTEE:

Treasurer Hohenstein updated the Board on the Pineview Village property and discussed the Board's directive to not respond to the previous purchaser's agreement to return all of his deposits. There was discussion on how to get the deposits turned over to the Township and on how to move forward with the property itself. Consensus was to have the Township Attorney create a document for the Board to review and approve at the January 9, 2023 Board meeting.

**CALL TO THE PUBLIC:**

Dana Boal, addressed the Board regarding the public nuisance ordinance and the challenges with a neighbor regarding the road right of way access at the cross streets of Mason Road and Santa Rosa Drive.

**DISBURSEMENTS: REGULAR AND CHECK REGISTER:**

**MOTION** by Hohenstein, **SECOND** by Melton, **“TO APPROVE THE REGULAR DISBURSEMENTS AS PRESENTED, ALSO ANY NORMAL AND CUSTOMARY PAYMENTS FOR THE MONTH.”** Discussion followed. Motion carried.

**ADJOURNMENT:**

**MOTION** by Counts, **SECOND** by Hohenstein, **“TO ADJOURN.”** Motion carried. The meeting adjourned at 9:13 p.m.

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Jean Graham, Howell Township Clerk

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Mike Coddington, Howell Township  
Supervisor

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Angela Guillen, Recording Secretary

8A

Howell Township Board,

Re: Santa Rosa Drive,

On Monday, November 7, 2022 I received 2 complaints in the morning by e-mail. The first was from Dana Boal who lives at 66 Santa Rosa Dr. She stated that Andrew Hamm who lives at 14 Santa Rosa Dr. has once again placed objects in the county easement/roadway which restricts normal flow of traffic. I replied and let her know that I would look into to it today. The second e-mail was from Linda MacDonald (also from Santa Rosa Dr.) asking if stakes at the beginning of Mason Rd. and Santa Rosa Dr. are allowed to be where Drew Hamm placed them. I replied that if they are in the road right of way the County Road Commission would have jurisdiction. Both e-mails are attached in **Exhibit A**.

On Monday before I had gone out to inspect the property Mr. Boal was in the office on other business. We had a short discussion on the stakes that Mr. Hamm had put in. At that time Mr. Boal stated that Mr. Hamm had previously put in small reflectors along the road and driveway, and that he had pulled them out and put them further back in Mr. Hamm's yard. It was after that the Mr. Hamm put in the larger t-post. Photo of the t-post and the reflector are attached in **Exhibit B**.

Monday afternoon I went out to inspect the site at 14 Santa Rosa Dr. As I was doing my inspection Mr. Hamm came out to the road to talk with me. He said that he had put small reflectors in, and Mr. Boal had taken them out and moved them back so he put in the larger posts. After looking at the placement of the posts I told Mr. Hamm I thought that the last two posts on Santa Rosa looked like they stuck out too far into the road. He said he would move them. Mr. Hamm also said that he had talked with the Road Commission, and that they were not going to make him remove the posts, but they would prefer post that would break away.

When I returned to the office I had received an e-mail from Mr. Boal stating his concerns with the posts and that he felt Mr. Hamm was in violation of a court order from 2020. His e-mail and attached documents and photos are attached in **Exhibit C**.

On November 14, 2020 I had a phone conversation with Mr. Boal. Later that day I received an e-mail from Mr. Boal with additional information and photos, attached in **Exhibit D**.

On November 27, 2022 I received another E-mail from Mr. Boal, the attachments are the same as exhibit D, the E-mail is attached in **Exhibit E**.

During my investigation I contacted the Livingston County Road Commission and spoke with Steve Wasylik. According to Steve the LCRC were not going to make Mr. Hamm remove the t post, but would prefer that he replaced them breakaway delineators. On December 14, 2022 I had another phone conversation with Mr. Wasylik, at that time he reported that Mr. Boal had attended the November Road Commission Board meeting to present his concerns with the delineators at the approach to Santa Rosa Drive. Minutes from that meeting and photos that I took of the new delineators are attached in **Exhibit F**. Also as part of my investigation I had communication with the Township Attorney Chris Patterson. I



spoke with Chris and during that conversation we discussed if there were any a violation to the ordinance and if there was a violation of the court order from 2020 (in exhibit C). He did not feel that there was a violation of the Township Ordinance or of the court order from 2020.

I am attaching **(Exhibit G)** Article XXVI of the Township Zoning Ordinance, Roads, Driveways and related land Use Developments.

Sincerely,

Joe Daus  
Zoning Administrator

# EXHIBIT A

## Howell Township Inspector

---

**From:** Dana Boal <danaboal@yahoo.com>  
**Sent:** Sunday, November 6, 2022 11:57 AM  
**To:** Howell Township Supervisor; Howell Township Inspector  
**Subject:** Obstruction in easement

Hello,

I live at 66 Santa Rosa Dr which is off Mason Rd. I'm sure you are familiar with this area as it has been at the center of past issues.

Andrew Hamm who lives at 14 Santa Rosa Dr. ( corner house at Mason/ Santa Rosa ) has once again placed objects in the county easement/roadway which restricts normal flow of traffic. He has placed metal fencing poles that pose a safety hazard when turning onto Santa Rosa from westbound Mason Rd. This is a dangerous area without any added objects to navigate around. Mason is a 55 mph road, motorists do not like to slow down behind you when you need to turn onto Santa Rosa. There have been multiple accidents in this area including one of our neighbors and just last week Mr. Hamm himself had to pull a car ( possibly a guest of his ) out of the ditch directly across from Santa Rosa on the east side of Mason Rd.

We have approached Mr. Hamm to discuss this safety hazard in a neighborly manner but as in the past Mr. Hamm is not being cooperative. He actually physically assaulted my husband, a police report was filed.

Mr. Hamm was previously court ordered to remove objects blocking the easement and not to place future items there. I'm sure you are aware of this. Mr. Hamm believes this to be a joke. I do not find the safety of my family or anyone else to be something to toy with. Mr. Hamm likes to play games like driving down to the end of the cul de sac multiple times a day, often aggressively, even though there is no reason to come down to this end. Mr. Hamm had 3 entrances onto his property which should allow him to navigate with ease. The rest of us HAVE to enter in the area he is creating obstacles on.

I would greatly appreciate any help in this matter as this is getting very frustrating and affecting our everyday life.

Thank you for your time.

Dana Boal

Sent from my iPhone

## Howell Township Inspector

---

**From:** Dana Boal <danaboal@yahoo.com>  
**Sent:** Monday, November 7, 2022 11:38 AM  
**To:** Howell Township Inspector  
**Subject:** Re: Obstruction in easement

Thank you. I just don't see how large metal stakes right at the edge of the pavement of the newly installed road apron is can be safe. The apron was just added when they were doing the Mason Rd construction and is not the official road width.

On my way to work I was consciously looking and there are no posts/signs or anything else directly next to a road, ANYWHERE.

Also, I would like to add next door neighbor brought this concern to me as well. She stated she was going to inquire with you which surprised me as she is intimidated by Mr. Hamm and usually let's us handle theses situations. Unfortunately, that makes it seem like this is a personal issue between my husband and Mr. Hamm.

I appreciate your quick response.

Thanks again,

Dana Boal

Sent from my iPhone

> On Nov 7, 2022, at 8:27 AM, Howell Township Inspector <inspector@howelltownshipmi.org> wrote:  
>  
> Dana I will look in to this today.  
>  
> -----Original Message-----  
> From: Dana Boal [mailto:danaboal@yahoo.com]  
> Sent: Sunday, November 6, 2022 11:57 AM  
> To: Howell Township Supervisor <supervisor@howelltownshipmi.org>; Howell Township Inspector <inspector@howelltownshipmi.org>  
> Subject: Obstruction in easement  
>  
> Hello,  
>  
> I live at 66 Santa Rosa Dr which is off Mason Rd. I'm sure you are familiar with this area as it has been at the center of past issues.  
>  
> Andrew Hamm who lives at 14 Santa Rosa Dr. ( corner house at Mason/ Santa Rosa ) has once again placed objects in the county easement/roadway which restricts normal flow of traffic. He has placed metal fencing poles that pose a safety hazard when turning onto Santa Rosa from westbound Mason Rd. This is a dangerous area without any added objects to navigate around. Mason is a 55 mph road, motorists do not like to slow down behind you when you need to turn onto Santa Rosa. There have been multiple accidents in this area including one of our neighbors and just last week

Mr. Hamm himself had to pull a car ( possibly a guest of his ) out of the ditch directly across from Santa Rosa on the east side of Mason Rd.

>

> We have approached Mr. Hamm to discuss this safety hazard in a neighborly manner but as in the past Mr. Hamm is not being cooperative. He actually physically assaulted my husband, a police report was filed.

>

> Mr. Hamm was previously court ordered to remove objects blocking the easement and not to place future items there. I'm sure you are aware of this. Mr. Hamm believes this to be a joke. I do not find the safety of my family or anyone else to be something to toy with. Mr. Hamm likes to play games like driving down to the end of the cul de sac multiple times a day, often aggressively, even though there is no reason to come down to this end. Mr. Hamm had 3 entrances onto his property which should allow him to navigate with ease. The rest of us HAVE to enter in the area he is creating obstacles on.

>

> I would greatly appreciate any help in this matter as this is getting very frustrating and affecting our everyday life.

>

> Thank you for your time.

>

> Dana Boal

>

>

>

>

>

>

> Sent from my iPhone

## Howell Township Inspector

---

**From:** Linda MacDonald <softees@ameritech.net>  
**Sent:** Monday, November 7, 2022 8:58 AM  
**To:** Howell Township Inspector  
**Subject:** RE: Can he do this

Thank you. I believe they are

Get [BlueMail](#) for Desktop

Howell Township Inspector wrote:

Linda if they are in the road Right of Way the county Road Commission would have jurisdiction.

---

**From:** Linda MacDonald [mailto:softees@ameritech.net]  
**Sent:** Sunday, November 6, 2022 11:46 AM  
**To:** Howell Township Inspector <inspector@howelltownshipmi.org>  
**Subject:** Can he do this

I'm writing to see if the stakes at the beginning of Mason Rd. and Santa Rosa are allowed to be where Drew Hamm placed them. Just wondering if there are rules for that type of placement. Very close to the pavement.

Thank you ,  
Linda MacDonald  
65 Santa Rosa  
Howell Mi

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# EXHIBIT B





# EXHIBIT C

----- Forwarded Message -----

**From:** Tim Boal <tb0450@yahoo.com>

**To:** Howell Township Inspector <inspector@howelltownshipmi.org>

**Cc:** Howell Township Supervisor <supervisor@howelltownshipmi.org>

**Sent:** Monday, November 7, 2022 at 03:22:53 PM EST

**Subject:** Violation of Court Order/Nuisance Complaint Interfering with Roadway

Hello Joe,

On Saturday, 11-5-2022, Mr Hamm installed metal fence posts in the roadway of Santa Rosa and the right of way of Mason Rd. (See attached Photos) These poles narrow the approach to Santa Rosa Dr. and create a hazard/interference with exiting W/B Mason Rd, which we know is a 55 mph roadway. I have attached a home surveillance video showing a traffic crash which is a perfect example why there should be no additional obstructions/hazards while exiting Mason Rd onto Santa Rosa. Fortunately, in this accident, there was only minor injuries to a child who was an occupant of the struck vehicle. Ironically, a traffic crash (Car in ditch) occurred on Thursday November 3 directly across from where Mr. Hamm placed his obstructions.

In December 2020, Mr. Hamm was found responsible in the 53rd District Court for violation of the Twp Nuisance Ordinance for obstructing Santa Rosa in the same area the post are now located. At that time, Mr. Hamm was ordered to remove the obstructions. The Order states that "No items may be moved to any new location that violates any law or local ordinance." as its very last sentence. The placement of the posts, which is in the same area as the original obstructions, again violates the Nuisance Ordinance he was originally found responsible for. The Ordinance clearly states that a roadway cannot be "interfered with" or "obstructed".

I have attached both the Judgement and Order for reference.

I'd like to request enforcement of the Court Order and the post removed as soon as possible. If it's necessary, I can make a new formal complaint if you prefer, but as this issue has been previously adjudicated, it would seem repetitive.

If you could let me know how you would like me to proceed.....

Thanks.

Tim Boal  
66 Santa Rosa







Court Address 204 S. HIGHLANDER WAY, STE 1  
HOWELL, MI 48843

Court Telephone  
(517) 548-1000

{ } Statute {X} Ordinance Infraction: NUISANCE

Infraction Date: 9/22/20

HOWELL TOWNSHIP VS

HAMM/ANDREW/CHRISTOPHER  
14 SANTA ROSA DR  
HOWELL, MI 48843

For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

JUDGMENT

THE COURT FINDS:

{X}3. After hearing, defendant {X} is { } is not responsible as amended:

IT IS ORDERED:

{X}7. The defendant must pay the balance due by returning a copy of this judgment with payment.

Amount of judgment	
Fine and	
Costs	\$ 300.00
State costs	\$ 10.00
	\$
Total	\$ 310.00
Bond forfeited	\$
Balance due	\$ 310.00

**TO THE DEFENDANT:** If you fail to pay within 28 days of the date owed, the Secretary of State may take action against your driving privileges. In addition, the fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed.

Date owed: DEC. 17, 2020

8. Other: SEE ATTACHED ORDER

DEC 17 2020

Date

Judge SHAUNA MURPHY

P-66153

Bar no.

NOTICE TO DEFENDANT: If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date. If this judgment is the result of a formal hearing, you may appeal the decision within 21 days of the judgment date. If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission. If this judgment is the result of a default, you may be able to have the default judgment set aside by filing a motion within 14 days of the date the judgment was served. You must post a cash bond equal to the total fines and costs noted when filing a motion to set aside a default judgment.

CERTIFICATE OF SERVICE: I certify that on this date

{ } I have personally served a copy of this judgment on the defendant.

{X} I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

Date

12/17/20

PA Patterson

Clerk/Deputy court clerk/Magistrate

Court Address 204 S. HIGHLANDER WAY, STE 1  
HOWELL, MI 48843

Court Telephone  
(517) 548-1000

{ } Statute {X} Ordinance Infraction: ZONING ORD V Infraction Date: 9/22/20

HOWELL TOWNSHIP VS

HAMM/ANDREW/CHRISTOPHER  
14 SANTA ROSA DR  
HOWELL, MI 48843

For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

JUDGMENT

THE COURT FINDS:

{X}3. After hearing, defendant {X} is { } is not responsible as amended:

IT IS ORDERED:

{X}7. The defendant must pay the balance due by returning a copy of this judgment with payment.

Amount of judgment	
Fine and	
Costs	\$ 200.00
State costs	\$ 10.00
	\$
Total	\$ 210.00
Bond forfeited	\$
Balance due	\$ 210.00

TO THE DEFENDANT: If you fail to pay within 28 days of the date owed, the Secretary of State may take action against your driving privileges. In addition, the fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed.

Date owed: DEC. 17, 2020

8. Other: SEE ATTACHED ORDER

DEC 17 2020

Date

Judge SHAUNA MURPHY

P-66153

Bar no.

NOTICE TO DEFENDANT: If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date. If this judgment is the result of a formal hearing, you may appeal the decision within 21 days of the judgment date. If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission. If this judgment is the result of a default, you may be able to have the default judgment set aside by filing a motion within 14 days of the date the judgment was served. You must post a cash bond equal to the total fines and costs noted when filing a motion to set aside a default judgment.

CERTIFICATE OF SERVICE: I certify that on this date

{ } I have personally served a copy of this judgment on the defendant.

{X} I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

Date

CIA 02 (6/19) JUDGMENT, Civil Infraction

Clerk/Deputy court clerk/Magistrate

MCR 4.101(B), 50 USC 3931

**STATE OF MICHIGAN  
IN THE 53<sup>RD</sup> DISTRICT COURT FOR THE COUNTY OF LIVINGSTON**

**HOWELL TOWNSHIP,**  
Plaintiff,

v.

Case No. HOMV0352A & B  
Honorable Shauna N. Murphy

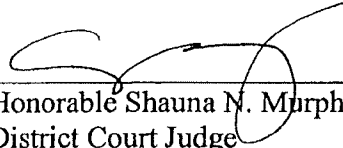
**ANDREW HAMM,**  
Defendant.

---

**ORDER**

**IT IS ORDERED:**

For the reasons stated on the record, the Court finds Defendant responsible for the cited civil infractions and imposes a total fine of \$300, not including court costs and fees. Furthermore, pursuant to MCL 600.8302(4) and MCL 600.8727(5), Defendant is ordered to remove the RV parked in the front yard of 14 Santa Rosa Dr. and the two trailers, large boulder, logs, and any other obstructions placed within Santa Rosa Dr. as addressed in this proceeding. All items must be removed by December 20, 2020 at 5 p.m. No items may be moved to any new location that violates any law or local ordinance.

  
\_\_\_\_\_  
Honorable Shauna N. Murphy  
District Court Judge

12/16/2020  
Date



# EXHIBIT D

## Howell Township Inspector

---

**From:** Tim Boal <tb0450@yahoo.com>  
**Sent:** Monday, November 14, 2022 1:55 PM  
**To:** Howell Township Inspector  
**Cc:** Howell Township Supervisor  
**Subject:** Fw: Violation of Court Order/Nuisance Complaint Interfering with Roadway  
**Attachments:** IMG\_4940.jpg; 2020.12.16 Hamm Order (2) (4).pdf; Overhead View 11-14-22.png; Sept. 2019 Google Maps.png; 4-16-20 Right of Way Encroachment.jpg; Comparison 1 March 10 20.jpg

Joe,

In reference to our conversation this am, I am attaching several photos for reference which may be helpful.

It's unfortunate that it is your opinion that the poles are not a hazard/obstruction/interference to the roadway. They have clearly been placed onto the traveled roadway surface. I believe the photos clearly show they are an added obstruction/hazard.

As we discussed, the entrance to Santa Rosa Dr would struggle to meet the minimum County Road Commission specifications at this date, why it would be allowed to shrink further below those minimums, increasing the risk to drivers is baffling. Especially in light of the past Court Order and Judgement. By allowing these poles to remain, the Township has essentially allowed a narrowed exit apron, which undoubtedly is an added safety risk and liability. The restriction and the navigation hazards are in the same area as in 2020, as mentioned below. I have included some photos from 2020 that were the subject of the Judgment. It's clear these poles are causing the same restrictions as those from 2020.

I have included a google maps photo from 2019 that clearly shows the historical exit apron that had been in place for at least 25 yrs, Please expand that photo and compare the distances that are presented in relation to mailboxes, driveways and distances from the street sign to what is there today with the photo provided. Also with the Comparison photo from March of 2020.

Again, why would any reduction be allowed by the Township, forcing drivers to slow down any more than necessary on Mason Rd, plus navigate the newly placed obstructions.

As always, Please contact me if you have any questions.

Thank You

Respectfully,

Tim Boal

----- Forwarded Message -----

**From:** Tim Boal <tb0450@yahoo.com>  
**To:** Howell Township Inspector <inspector@howelltownshipmi.org>  
**Cc:** Howell Township Supervisor <supervisor@howelltownshipmi.org>  
**Sent:** Monday, November 7, 2022 at 03:22:53 PM EST  
**Subject:** Violation of Court Order/Nuisance Complaint Interfering with Roadway

Hello Joe,

On Saturday, 11-5-2022, Mr Hamm installed metal fence posts in the roadway of Santa Rosa and the right of way of Mason Rd. (See attached Photos) These poles narrow the approach to Santa Rosa Dr. and create a hazard/interference with exiting W/B Mason Rd, which we know is a 55 mph roadway. I have attached a home surveillance video showing a traffic crash which is a perfect example why there should be no additional obstructions/hazards while exiting Mason Rd onto Santa Rosa. Fortunately, in this accident, there was only minor injuries to a child who was an occupant of the struck



Red line denotes  
minimum past  
roadway









Court Address 204 S. HIGHLANDER WAY, STE 1  
HOWELL, MI 48843

Court Telephone  
(517) 548-1000

{ } Statute {X} Ordinance Infraction: NUISANCE Infraction Date: 9/22/20

HOWELL TOWNSHIP VS

HAMM/ANDREW/CHRISTOPHER  
14 SANTA ROSA DR  
HOWELL, MI 48843

For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

JUDGMENT

THE COURT FINDS:

{X}3. After hearing, defendant {X} is { } is not responsible as amended:

IT IS ORDERED:

{X}7. The defendant must pay the balance due by returning a copy of this judgment with payment.

Amount of judgment	
Fine and	
Costs	\$ 300.00
State costs	\$ 10.00
	\$
Total	\$ 310.00
Bond forfeited	\$
Balance due	\$ 310.00

TO THE DEFENDANT: If you fail to pay within 28 days of the date owed, the Secretary of State may take action against your driving privileges. In addition, the fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed.

Date owed: DEC. 17, 2020

8. Other: SEE ATTACHED ORDER

DEC 17 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge SHAUNA MURPHY

\_\_\_\_\_  
P-66153  
Bar no.

NOTICE TO DEFENDANT: If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date. If this judgment is the result of a formal hearing, you may appeal the decision within 21 days of the judgment date. If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission. If this judgment is the result of a default, you may be able to have the default judgment set aside by filing a motion within 14 days of the date the judgment was served. You must post a cash bond equal to the total fines and costs noted when filing a motion to set aside a default judgment.

CERTIFICATE OF SERVICE: I certify that on this date

{ } I have personally served a copy of this judgment on the defendant.  
{X} I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C)(3).

12/17/20  
Date

PA Patterson  
Clerk/Deputy court clerk/Magistrate

\_\_\_\_\_  
Clerk/Deputy court clerk/Magistrate



**STATE OF MICHIGAN  
IN THE 53<sup>RD</sup> DISTRICT COURT FOR THE COUNTY OF LIVINGSTON**

**HOWELL TOWNSHIP,**  
Plaintiff,

v.

Case No. HOMV0352A & B  
Honorable Shauna N. Murphy

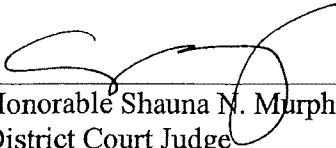
**ANDREW HAMM,**  
Defendant.

\_\_\_\_\_ /

**ORDER**

**IT IS ORDERED:**

For the reasons stated on the record, the Court finds Defendant responsible for the cited civil infractions and imposes a total fine of \$300, not including court costs and fees. Furthermore, pursuant to MCL 600.8302(4) and MCL 600.8727(5), Defendant is ordered to remove the RV parked in the front yard of 14 Santa Rosa Dr. and the two trailers, large boulder, logs, and any other obstructions placed within Santa Rosa Dr. as addressed in this proceeding. All items must be removed by December 20, 2020 at 5 p.m. No items may be moved to any new location that violates any law or local ordinance.

  
\_\_\_\_\_  
Honorable Shauna N. Murphy  
District Court Judge

12/16/2020  
Date

Court Address 204 S. HIGHLANDER WAY, STE 1  
HOWELL, MI 48843

Court Telephone  
(517) 548-1000

Statute  Ordinance Infraction: ZONING ORD V Infraction Date: 9/22/20

HOWELL TOWNSHIP VS

HAMM/ANDREW/CHRISTOPHER  
14 SANTA ROSA DR  
HOWELL, MI 48843

For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

JUDGMENT

THE COURT FINDS:

3. After hearing, defendant  is  is not responsible as amended:

IT IS ORDERED:

7. The defendant must pay the balance due by returning a copy of this judgment with payment.

Amount of judgment	
Fine and	
Costs	\$ 200.00
State costs	\$ 10.00
	\$
Total	\$ 210.00
Bond forfeited	\$
Balance due	\$ 210.00

TO THE DEFENDANT: If you fail to pay within 28 days of the date owed, the Secretary of State may take action against your driving privileges. In addition, the fine, costs, and fees not paid within 56 days of the date owed are subject to a 20% late penalty on the amount owed.

Date owed: DEC. 17, 2020

8. Other: SEE ATTACHED ORDER

DEC 17 2020

Date

Judge  SHAUNA MURPHY

P-66153

Bar no.

NOTICE TO DEFENDANT: If this judgment is the result of an informal hearing, you may appeal the decision within 7 days of the judgment date. If this judgment is the result of a formal hearing, you may appeal the decision within 21 days of the judgment date. If this judgment is based on an admission of responsibility, you may file a written request to withdraw your admission within 14 days of the admission. If this judgment is the result of a default, you may be able to have the default judgment set aside by filing a motion within 14 days of the date the judgment was served. You must post a cash bond equal to the total fines and costs noted when filing a motion to set aside a default judgment.

CERTIFICATE OF SERVICE: I certify that on this date

I have personally served a copy of this judgment on the defendant.

I have served a copy of this judgment on the defendant by first-class mail addressed to his/her last-known address as defined by MCR 2.107(C) (3).

Date

 PA Patterson

Clerk/Deputy court clerk/Magistrate

**STATE OF MICHIGAN  
IN THE 53<sup>RD</sup> DISTRICT COURT FOR THE COUNTY OF LIVINGSTON**

**HOWELL TOWNSHIP,**  
Plaintiff,

v.

Case No. HOMV0352A & B  
Honorable Shauna N. Murphy

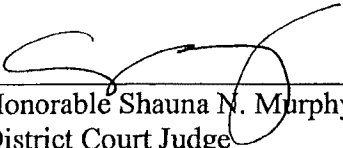
**ANDREW HAMM,**  
Defendant.

\_\_\_\_\_ /

**ORDER**

**IT IS ORDERED:**

For the reasons stated on the record, the Court finds Defendant responsible for the cited civil infractions and imposes a total fine of \$300, not including court costs and fees. Furthermore, pursuant to MCL 600.8302(4) and MCL 600.8727(5), Defendant is ordered to remove the RV parked in the front yard of 14 Santa Rosa Dr. and the two trailers, large boulder, logs, and any other obstructions placed within Santa Rosa Dr. as addressed in this proceeding. All items must be removed by December 20, 2020 at 5 p.m. No items may be moved to any new location that violates any law or local ordinance.

  
\_\_\_\_\_  
Honorable Shauna N. Murphy  
District Court Judge

12/16/2020  
Date

# EXHIBIT E

## Howell Township Inspector

---

**From:** Tim Boal <tb0450@yahoo.com>  
**Sent:** Sunday, November 27, 2022 10:56 AM  
**To:** Howell Township Inspector  
**Cc:** Howell Township Supervisor  
**Subject:** Fw: Violation of Court Order/Nuisance Complaint Interfering with Roadway  
**Attachments:** IMG\_4940.jpg; 2020.12.16 Hamm Order (2) (4).pdf; Overhead View 11-14-22.png; Sept. 2019 Google Maps.png; 4-16-20 Right of Way Encroachment.jpg; Comparison 1 March 10 20.jpg

Joe,

In an effort to codify this into one location with related documents and photographs, I am attempting to maintain the original email thread.

I realize that the Twp Offices are closed until the 28th but wished to forward it on after it was prepared.

Although I have not received a written reply, you verbally related that the Court Order in question was forwarded to Twp legal for review.

In the past, I know we have had numerous discussions concerning the enforcement and the procedures used/available to the Township for Ordinance Violations, to the extent that at one point you asked me if I would have any interest in an Ordinance Enforcement Officer position if it became available.

I would like to offer an alternative enforcement path in this case that may be beneficial both financially for the Township (less legal fees), and reduce the conflict for all involved, it may also provide some "roadmaps" with similar violations moving forward and reducing the festering of continuous problems which seem to be relevant in the Township.

Excerpt from Twp Ord. 123 is as follows:

"Any such action or condition that annoys, injures or endangers the safety, health, convenience, comfort, repose or other aspects of the public welfare, offends public decency or aesthetic sensibilities, interferes with, obstructs or renders dangerous any road, highway, navigable lake, river or stream, or in any way renders the public insecure in life on property is hereby declared to be a Public Nuisance."

Precedent has been set in this case by Judge Murphy concerning this Ordinance. The enforcement of this Ordinance or any law should be based on the text as written, in as "Plain" language as possible.

Following the Plain Language Doctrine, the reading of the Twp Nuisance Ordinance clearly indicates that the placing of the poles (which is the action), "interferes with" (they without question narrow the roadway) "obstructs", (you have to now drive around them), "renders dangerous" (slows drivers exiting from Mason Rd, trains their focus on the poles and not the surrounding environment) in the road is a violation. In addition, the word "Any" is used extensively and is relevant in the reading. You have complaints from at least three different individuals concerning these poles, the Township has practically no liability in this case to issue a violation, however, may open itself to significant liability by not enforcing known violations.

Per the Michigan Municipal League, the standard in the issuing of a Municipal Civil Infraction is "reasonable cause" that a violation has occurred. This is a lower standard than "Probable Cause". If any of the definitions beyond the plain language are required, they should be determined by an independent party, in this case it would be a magistrate or a judge. Providing that reasonable cause is present, the issuance of a citation is justified. If the receiving party does not agree with the violation, the facts and circumstances would be determined by a judge or magistrate. and their decision would be binding unless overturned later in the process.

In addition, with this case, the most accurate person to interpret the aforementioned Court Order would be the Judge who issued it. As this is a local Judge still in the same Court, perhaps this order could be included with the new violation for her

to examine and make the determination concerning her own order, there would be no reason for the expense of a Twp legal review if this could be arranged, and there would be no 2nd party interpretation conflict.

Of course, compliance would always be the first course of action. but an expedient, fair and impartial enforcement remedy should be available for noncompliance and repeat offenders. As discussed earlier, if the poles were placed several additional feet off the roadway from their current location it would open the road to its previous state and alleviate much of the safety concerns that now exist.

As always, please contact me if you have any questions.

Tim Boal  
66 Santa Rosa  
517-304-6427

----- Forwarded Message -----

**From:** Tim Boal <tb0450@yahoo.com>  
**To:** Howell Township Inspector <inspector@howelltownshipmi.org>  
**Cc:** Howell Township Supervisor <supervisor@howelltownshipmi.org>  
**Sent:** Monday, November 14, 2022 at 01:55:10 PM EST  
**Subject:** Fw: Violation of Court Order/Nuisance Complaint Interfering with Roadway

Joe,

In reference to our conversation this am, I am attaching several photos for reference which may be helpful.

It's unfortunate that it is your opinion that the poles are not a hazard/obstruction/interference to the roadway. They have clearly been placed onto the traveled roadway surface. I believe the photos clearly show they are an added obstruction/hazard.

As we discussed, the entrance to Santa Rosa Dr would struggle to meet the minimum County Road Commission specifications at this date, why it would be allowed to shrink further below those minimums, increasing the risk to drivers is baffling. Especially in light of the past Court Order and Judgement. By allowing these poles to remain, the Township has essentially allowed a narrowed exit apron, which undoubtedly is an added safety risk and liability. The restriction and the navigation hazards are in the same area as in 2020, as mentioned below. I have included some photos from 2020 that were the subject of the Judgement. It's clear these poles are causing the same restrictions as those from 2020.

I have included a google maps photo from 2019 that clearly shows the historical exit apron that had been in place for at least 25 yrs, Please expand that photo and compare the distances that are presented in relation to mailboxes, driveways and distances from the street sign to what is there today with the photo provided. Also with the Comparison photo from March of 2020.

Again, why would any reduction be allowed by the Township, forcing drivers to slow down any more than necessary on Mason Rd, plus navigate the newly placed obstructions.

As always, Please contact me if you have any questions.

Thank You

Respectfully,

Tim Boal

----- Forwarded Message -----

**From:** Tim Boal <tb0450@yahoo.com>

**To:** Howell Township Inspector <inspector@howelltownshipmi.org>

**Cc:** Howell Township Supervisor <supervisor@howelltownshipmi.org>

**Sent:** Monday, November 7, 2022 at 03:22:53 PM EST

**Subject:** Violation of Court Order/Nuisance Complaint Interfering with Roadway

Hello Joe,

On Saturday, 11-5-2022, Mr Hamm installed metal fence posts in the roadway of Santa Rosa and the right of way of Mason Rd. (See attached Photos) These poles narrow the approach to Santa Rosa Dr. and create a hazard/interference with exiting W/B Mason Rd, which we know is a 55 mph roadway. I have attached a home surveillance video showing a traffic crash which is a perfect example why there should be no additional obstructions/hazards while exiting Mason Rd onto Santa Rosa. Fortunately, in this accident, there was only minor injuries to a child who was an occupant of the struck vehicle. Ironically, a traffic crash (Car in ditch) occurred on Thursday November 3 directly across from where Mr. Hamm placed his obstructions.

In December 2020, Mr. Hamm was found responsible in the 53rd District Court for violation of the Twp Nuisance Ordinance for obstructing Santa Rosa in the same area the post are now located. At that time, Mr. Hamm was ordered to remove the obstructions. The Order states that "No items may be moved to any new location that violates any law or local ordinance." as its very last sentence. The placement of the posts, which is in the same area as the original obstructions, again violates the Nuisance Ordinance he was originally found responsible for. The Ordinance clearly states that a roadway cannot be "interfered with" or "obstructed".

I have attached both the Judgement and Order for reference.

I'd like to request enforcement of the Court Order and the post removed as soon as possible. If it's necessary, I can make a new formal complaint if you prefer, but as this issue has been previously adjudicated, it would seem repetitive.

If you could let me know how you would like me to proceed.....

Thanks.

Tim Boal  
66 Santa Rosa

# EXHIBIT F



Minutes – November 22, 2022

THAT the meeting was called to order by Commissioner Peckens at 9:30 a.m. in the Board Room of the Livingston County Road Commission, 3535 Grand Oaks Drive, Howell, Michigan. Notice of the meeting was posted in accordance with Act #267 of 1976.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Commissioners Present: Stephen F. Crane  
David R. Peckens  
Kevin T. Spicher

Staff Present: Trevor Bennett, Director of Operations  
Sarah Newton, Accounting Supervisor  
Terry Palmer, Director of Finance  
Jodie Tedesco, Director of Engineering  
Steve Wasylk, Managing Director

Others Present: Tim Boal, Howell Township

D. APPROVAL OF AGENDA

**ACTION:** It was moved by Commissioner Crane, seconded by Commissioner Spicher, to approve the agenda as presented.

Ayes: Commissioners Crane, Peckens, Spicher  
Nays: None  
Motion: Carried

E. CALL TO THE PUBLIC (1)

Tim Boal, a resident of Howell Township, presented the Board with his concerns regarding the placement of delineators by his neighbor at the approach of Santa Rosa Drive. Mr. Boal debated that the placement of the delineators narrowed the Santa Rosa Drive approach and created a hazardous condition for motorists navigating the approach to and from Mason Road.

Steve Wasylk responded that staff had reviewed the newly paved approach apron and felt that it was adequate to provide safe turning movements. Mr. Wasylk added that since the delineators were placed beyond the edge of the paved apron, they did not interfere with vehicular movements on the paved surface. Hence, staff did not view the delineators as encroachments in the Mason Road right-of-way.

A discussion ensued between Mr. Boal, Mr. Wasylk, and the Board. The discussion concluded with the Commissioners agreeing that the placement of the delineators was an issue that required resolution among the residents on the private road.



11/28/2022



11/28/2022

# EXHIBIT G

## ARTICLE XXVI ROADS, DRIVEWAYS AND RELATED LAND USE DEVELOPMENTS

### Section 26.01 PURPOSE.

The purpose of this Section is to consolidate all of the regulations included in this Zoning Ordinance in one location for more efficient use of them in relation to all road, driveway and related land use developments.

### Section 26.02 FRONTAGE ON PUBLIC ROAD OR HIGHWAY.

In any zoning district, every use, building or structure established after the effective date of the amendment of this ordinance shall be on a lot or parcel that fronts upon a public road right-of-way or a private road right-of-way which private road has been constructed and approved by Howell Township in accordance with Article XXVI of this zoning ordinance. (amend. by Ord. No. 172 eff. Apr. 25, 2004)

#### A. Pre-existing residential private roads.

- 1) Those parcels of land which existed as of January 8, 1983, (the date of the adoption of the Howell Township Zoning Ordinance) which front upon any of the following main private roads, to wit: Amberwood Trail, Donna Marie, Eason, Monterey Court, Nancy Ann, Olde Franklin Drive, Pineway Trail, Popple Lane, Santa Rosa, Solace Drive, Starlight, Suntar Valley, John Ward, Barkley Drive, Preston Knolls, and Woodhaven, may be used for residential purposes provided the parcel meets all of the requirements of the zoning ordinance for the district in which the parcel is located. The zoning administrator is empowered to issue land use permits for the developments of these lots or parcels if such developments meet the requirements of the zoning ordinance.
- 2) Any further partitioning or splits of any parcels on the private roads identified in paragraph B1 shall not be permitted unless the petitioner seeking the requested splits provides to the Howell Township Planning Commission the following information and documentation which must be approved by the Township Planning Commission.
  - a) A recorded easement agreement to the public for purposes of emergency vehicle access and other public services as necessary;
  - b) A recorded easement which will provide for all utilities, drainage, sewer, water and ingress and egress;
  - c) An equitable road maintenance agreement which is to be reviewed and approved by the Township Planning Commission and be recorded in the office of the Livingston County Register of Deeds;
  - d) A document acknowledging that no public funds of any kind will be used to build, repair or maintain the private road and further acknowledging and affirming that the Township has no responsibility or obligation regarding construction, repair, improvement or maintenance in regard to said private road or as it pertains to ingress and egress to any parcel utilizing such road;
  - e) An indemnification and hold harmless agreement acknowledging that the Township shall be indemnified, held harmless and released from any and all claims, causes of action, damages, known or unknown, in any way related to said private road and

## ARTICLE XXVI

its use thereof;

- f) The aforementioned easements, agreements and other documents must be signed by all of the legal and equitable owners of all parcels which abut said private road or have access to said private road including secured parties and parties having a lien hold interest in the premises;
- g) Since any such additional splits as contemplated by the preceding paragraph shall increase the burden upon said road, the road shall be constructed, maintained and brought up to the specifications for private roads as required by the Livingston County Road Commission;
- h) The extension of any road in anticipation of serving other parcels shall be expressly prohibited unless the road is brought up to the road standards required by the Livingston County Road Commission.

C. The required minimum area and road frontage for each lot, parcel or site area shall be equal to the minimum lot or parcel width as required in each zoning district.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 12 eff. Sept. 5, 1986; further amend. by Ord. of July 2, 1992; Ord. No. 40 eff. June 3, 1993)

### Section 26.03 ACCESS TO A PUBLIC ROAD OR HIGHWAY.

Any lot or parcel of record created prior to the effective date of this Ordinance without any frontage on a public road or way shall not be occupied except where access to a public road or way is provided by a public or private easement or other right-of-way no less than twenty (20) feet in width.

(Ord. No. 1 eff. Jan. 8, 1983)

### Section 26.04 FRONTAGE ACCESS ROADS OR SERVICE ROADS.

Access along major thoroughfares - in order to promote efficient use of thoroughfares and to decrease hazardous traffic conditions, the following regulations shall apply to the use of all land fronting upon major thoroughfares except for existing lots, parcels and sites of record and single lots, parcels and sites described by metes and bounds on file with the Livingston County Register of Deeds.

- A. Connecting service roads and parking areas shall be required between adjacent land uses.
- B. Owners of all property shall submit to the Township a properly executed and witnessed license agreement which give the Township Board the authority to open and close service roads and driveways whenever necessary in order to guarantee to the satisfaction of the Township Board a safe and efficient movement to traffic. The said license may be recorded in the office of the Register of Deeds of Livingston County, Michigan. Acceptance of the said license shall, in no way, obligate the Township to build, repair, maintain or clear the said service roads or parking areas and no public funds may be spent by the Township Board to build, repair, maintain, or close the said service roads and/or parking areas. The intent of this subsection is to allow the Township to enforce its traffic Ordinance, on the said service roads and parking areas, and otherwise facilitate the safe and efficient movement of traffic thereon.

- C. No less than two (2) [driveways](#) shall be available to such coordinated parking [areas](#) and [service road](#) systems; provided that said [driveways](#) have appropriate designated [driveway](#) intersections with [roads](#) or [highways](#); which meet the requirements of the Livingston County Road Commission or the Michigan Department of Transportation for acceleration and/or deceleration lanes or tapered lanes; provided further, this requirement may be waived by the Township Planning Commission where the needs of a particular [use](#) require and when traffic hazards will not be increased thereby.
- D. All requirements shall apply only when developed adjacent to an existing [use](#). The purpose of this subsection is to minimize the length of on-site [roads](#) and the number of parking [areas](#) and to forestall their [construction](#) until they are needed.
- E. Parking lots, [driveways](#) and service [roads](#) shall be surfaced with concrete or bituminous materials and provided with curbs and gutters as specified by the Township Planning Commission and maintained in a usable dirt free condition.
- F. Parking layouts shall follow standards prescribed in this Ordinance in Sections [18.02](#) and [18.03](#) in [Article XVIII](#), Off-Street Parking, Loading and Unloading Requirements.
- G. On-site [roads](#) and [driveways](#) shall have a paved width of twenty-four (24) feet and shall be provided with a curb and gutters.
- H. The on-site [roads](#) shall be separated from required parking [areas](#) by a landscaped buffer of not less than ten (10) feet in width.
- I. See Section [26.14B.13](#)).

(Ord. No. 1 eff. Jan. 8, 1983, Amend. by Ord. No. 172 eff. Apr. 25, 2004))

#### **Section 26.05 SETBACK REQUIREMENTS ALONG M-59, GRAND RIVER ROAD, OAK GROVE ROAD AND COUNTY PRIMARY ROADS.**

The following setback requirements shall supersede the setback requirements as specified in individual zoning districts. The setback shall be fifty (50) feet from all [buildings](#) and twenty (20) feet for all other [structures](#) from the [highway](#) or [road right-of-way](#) line of M-59, I-96, Grand River Road, Oak Grove Road and all County Primary Roads.

Existing [lots](#) and [parcels](#), as of the date of this amendment, which do not have sufficient depth to be utilized for a principal [use](#) that is allowed in the [district](#) in which the property is located, then the Planning Commission can waive the fifty (50) foot setback but in no event shall the front setback line be less than that required by the [zoning district](#) in which the [parcel](#) is located.

(Ord. No. 47 eff. Dec. 9, 1993; amend. by Ord. No. 97 eff. Feb. 23, 2000; further amend. by Ord. #224 eff. May 1, 2009)

#### **Section 26.06 ACCESS THROUGH RESIDENTIAL DISTRICTS.**

Public access to [commercial](#), [industrial](#), or other uses incompatible with [residential uses](#) shall not be designed so as to pass through the [residential](#) neighborhoods.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 97 eff. Feb. 23, 2000)

## ARTICLE XXVI

### Section 26.07 VISIBILITY AT INTERSECTIONS.

No fence, wall, hedge, screen, sign, structure, vegetation or planting shall be higher than three (3) feet above a road grade on any corner lot or parcel in any zoning district requiring front and side yards within the triangular area formed by the intersecting road right-of-way lines and a straight line joining the two road lines at points which are thirty (30) feet distant from the point of intersection, measured along the road right-of-way lines.

(Ord. No. 1 eff. Jan. 8, 1983)

### Section 26.08 ROAD CLOSURES.

Whenever any road, alley, or other public way is vacated by official action, the zoning district adjoining each side of such public way shall automatically be extended to the center of such vacation, and all area included therein shall henceforth be subject to all appropriate regulations of that district within which such area is located.

(Ord. No. 1 eff. Jan. 8, 1983)

### Section 26.09 LIMITATIONS ON THE NUMBER OF DRIVEWAYS ON DESIGNATED ROADS.

Existing lots and parcels, as of the date of this amendment, shall be permitted one "driveway curb cut" access onto M-59, Grand River Road, and Oak Grove Road and County Primary Roads. If a property owner has more than three hundred thirty (330) feet of continuous road frontage, the owner would be allowed more than one driveway curb cut, provided each driveway meet the requirements of the Livingston County Road Commission or Michigan Department of Transportation. All new lots created by lot splits or platted subdivision, or parcels which will have more than one (1) principal structure (such as site condominiums) which need more curb cuts than allowed by this paragraph, must provide access to M-59, Grand River Road or Oak Grove Road and County Primary Roads in accordance with the provisions of Section 26.14.

(Ord. No. 47 eff. Dec. 9, 1993; amend. by Ord. No. 97 eff. Feb. 23, 2000, amend by Ord. No. 172 eff. April 25, 2004)

### Section 26.10 DRIVEWAYS AND ROAD APPROACHES.

All residential driveways and commercial driveways must be located, designed, constructed and maintained in accordance with the specifications of the Livingston County Road Commission's Driveway and Road Approaches.

All public and private road approaches must be located, designed, constructed and maintained in accordance with the Livingston County Road Commission or Michigan Department of Transportation Specifications for Road Approaches.

(Ord. eff. Aug. 6, 1992)



**Section 26.11 CURB CUTS FOR DRIVEWAYS.**

Curb cuts for [driveways](#) may be located only upon approval by the Zoning Administrator, and such other county and state authorities as required by law; provided, however, such approval shall not be given where such curb cuts would unnecessarily increase traffic hazards.

(Ord. No. 1 eff. Jan. 8, 1983)

**Section 26.12 DRIVEWAY ENTRANCES AND GATES.**

In [driveway](#), entranceway or gateway [structures](#) including, but not limited to, walls, columns and gates marking [driveway](#) entrances to private or [public uses](#) may be permitted, and may be located in a required [yard](#), except as provided in Section 26.07, "Visibility at Intersections," provided that such entranceway [structures](#) shall comply with all codes and ordinances of the Township and County and shall be approved by the Zoning Administrator and a [zoning permit](#) issued by Livingston County Road Commission or Michigan Department of Transportation.

(Ord. No. 1 eff. Jan. 8, 1983)

**Section 26.13 COMMON DRIVEWAYS WITH ACCESS FROM PRIVATE ROADS AND COMMON DRIVEWAYS.**

Common [driveways](#) with access from [private roads](#) or common [driveways](#) with access from [roads](#) or common [driveways](#) may be permitted along common or extended property lines or through a meandering designated [driveway](#) easement involving two (2) adjacent lots, [parcels](#) or sites with frontages on the same [road](#), or common [driveway](#), provided the following conditions are met:

- A) The [principal buildings](#), including their accessory garages or automotive parking shall meet the required [setbacks](#) from property lines.
- B) The adjacent property owners shall be required to include in their respective deeds a provision for a common [driveway](#) easement, for their and future owners and occupants mutual [use](#), presented in the form of a written recordable maintenance and financial agreement and recorded with the County Register of Deeds.
- C) The common [driveway](#) easement shall be at least twenty (20) feet in width in order to provide for two-way traffic.
- D) The [driveway](#) entrance located between the public [road](#) pavement and the property line shall meet the [construction](#) standards of the Livingston County Road Commission or Michigan Department of Transportation, whichever has jurisdiction for [driveway](#) approaches through curb cuts..
- E) A [driveway](#) surface shall be located within the twenty (20) foot on-site easement and shall be at least sixteen (16) feet in width.
- F) If the [driveway](#) exceeds 200 feet in length as measured from the front property line, the on-site portion of the [driveway](#) shall meet the requirements of the local fire department in order to assure convenient and safe access by emergency vehicles.
- G) If the [driveway](#) exceeds 200 feet in length as measured from the front property line, all trees and shrubs shall be removed from within the twenty (20) foot wide easement, and all overhead vegetation within the easement shall be removed to the height of fourteen (14) feet from the ground level of the [driveway](#) pavement in order to provide a clear access over the easement by emergency vehicles and trucking.

## ARTICLE XXVI

(Ord. No. 95 eff. Jan. 23, 2000)

### **Section 26.14 LOT SPLITS, PLATTED LOTS, SUBDIVISION, SITE CONDOMINIUMS AND DEVELOPMENTS ALONG M-59, GRAND RIVER ROAD AND OAK GROVE ROAD AND COUNTY PRIMARY ROADS.**

Access along M-59, Grand River Road and Oak Grove Road and County Primary Roads shall be in accordance with the following standards:

- A) Purpose. Unlimited ingress and egress to the major arterial roads and highways greatly increase the potential for unsafe conditions at these intersections, thereby putting public safety in jeopardy. Reducing the number of access points may have a beneficial impact on traffic operations and safety, while preserving the property owner's right to reasonable access by a shared driveway or service road connecting two (2) or more lots, parcels or sites..
- B) All future lot splits, platted lot subdivisions, site condominiums and developments along the main arterial roads of M-59, Grand River and Oak Grove Road and County Primary Roads shall have access by way of a driveway, frontage roads, service drives, or internal connecting roads in accordance with the following provisions: See Section 26.04.
  - 1) All land divisions of property into lots, parcels or sites where there are not more than two (2) lots, parcels or sites shall have their own shared driveway except when not permitted by the safety standards established by the County Road Commission for the location of curb cuts in a dedicated sixty-six (66) foot easement for road and utility purposes. The driveway servicing these two (2) lots, parcels or sites shall have a minimum width of twenty (20) feet. All common driveways shall meet the requirements of the Livingston County Road Commission Standards. Plan 1 depicts an example of how two (2) lots, parcels or sites would be serviced by a common driveway which would be over a common easement for the benefit of both parcels.
  - 2) All land divisions of property where there are more than two (2) but not more than four (4) separate lots, parcels or sites shall have their own shared driveway except when not permitted by the safety standards established by the County Road Commission for the location of curb cuts in a dedicated sixty-six (66) foot easement for road and utility purposes. The driveway servicing up to four (4) lots, parcels or sites shall have a minimum width of twenty (20) feet and meet all of the requirements of the Livingston County Road Commission Standards. Further, the driveways must be hard surfaced. Plan II depicts an example of how four (4) lots, parcels or sites would be serviced by a common driveway which would be over a common easement for the benefit of four (4) lots, parcels or sites.
  - 3) All land divisions of property where there are more than four (4) lots, parcels or sites, the common road affording access from the lot, parcels or sites to the major roads shall be brought up to the Livingston County Road Commission Standards for roads in a platted subdivision which was adopted by the Board of County Road Commissioners, which standards are entitled, Specifications for Plat Developments. All land divisions of property where there are more than four (4) lots, parcels or sites shall have a dedicated sixty-six (66) foot easement for road and utility purposes, which road shall meet all of the requirements of the Livingston County Road Commission Standards for roads in a plat development which was adopted by the Board of County Road Commissioners. Road lengths upon dead end roads shall meet the County Road Commission standards for dead end roads or cul-de-sacs. Plan III depicts an example of how six (6) lots, parcels or sites would be serviced by a common road.
  - 4) When divisioning land for more than four (4) lots, parcels or sites the developer can provide internal roads or service roads which shall meet the Livingston County Road Commission Standards which are included in its publication entitled, "Specifications for Plat Development." Plan IV depicts an alternative method for developers to provide a single access from a major road by way of

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internal roads.

- 5) A lot, [parcel](#) or site land division may provide for a frontage access or [service road](#) with not more than two (2) entries onto the major roads, which entries must meet the requirements of the Livingston County Road Commission or Michigan Department of Transportation, whichever has jurisdiction. The frontage access or [service road](#) easement must be parallel with the major road and must be sixty-six (66) feet and run to the boundaries of the lot, [parcel](#) or site being developed so adjacent [parcels](#) may, in the future, have access or service by way of the same frontage access or [service road](#). The [frontage access road](#) for the lot, [parcel](#) or site being developed must have a minimum width of twenty (20) feet of pavement for access to those lots, [parcels](#) or sites being developed. Plan V depicts an example of how a frontage access or [service road](#) would provide access to a lot, [parcel](#) or site development with two (2) entry points from a main road.
- 6) The petitioner who subdivides, partitions or develops his property must provide in writing an instrument in recordable form that gives each [parcel](#) equal access rights to the sixty-six (66) foot easement, a common [driveway](#), [frontage access road](#), service drive, or internal roads which will provide access to said [parcels](#) and further provide for a written maintenance agreement in recordable form that provides the mechanism whereby each [parcel](#) may be assessed for the improvement, maintenance and upkeep of the access road and entry point upon the major roads. Further, the maintenance agreement must provide a mechanism for collecting any sums not paid by the [parcel](#) owner.
- 7) Each private easement for common [driveway](#), [frontage access road](#), [service road](#), and internal roads must be extended to the boundary line of the [parcel](#) to be subdivided. Further, in the event other adjacent [parcels](#) of land are to be developed in the future, the adjacent [parcels](#) shall be given a legal right to use the easement, [frontage access road](#), [service road](#), or other easements for both road purposes and utility purposes, provided that the new development must share in proportion the cost of constructing, maintaining and upgrading the [frontage access road](#), easement, common [driveway](#), or service drive.
- 8) The Township Planning Commission will have the right to approve any of the following:
  - a) Cul-de-sacs to be [temporary](#) or permanent.
  - b) [Temporary](#) intersections between shared [driveways](#) and [service roads](#) or major roads may be permitted until such time as adjacent properties are developed. The Planning Commission may reduce the minimum requirement of Livingston County Road Commission or Michigan Department of Transportation whichever has jurisdiction feet between [driveway](#) intersections with major roads provided the Planning Commission finds that such a requirement is a detriment to the development of the [area](#) and the reducing of the minimum distance would not put in jeopardy public health, safety and welfare. For example, the allowing of two (2) entries upon the road if one is for entrance only and the second is an exit only could be authorized by the Planning Commission.
  - c) A [temporary](#) or permanent turn around shall be built at the end of each dead end road when there are more than four (4) lots, [parcels](#) or sites being proposed, as specified in the sketch for Plan II showing Four-Lot Split Extended.
- 9) Each lot, [parcel](#) or site to be partitioned shall have the minimum required [road frontage](#) along the easement, access road, service drive, frontage road or shared [driveway](#) as required by the [zoning district](#) in which the lot, [parcel](#) or site lies.
- 10) The developer shall record a restriction on each lot, [parcel](#) or site that fronts upon the existing major roads of M-59, Grand River Road or Oak Grove Road and County Primary Roads, that there is no direct access from the lot, [parcel](#) or site to the existing major road and such recorded restriction must run with each lot, [parcel](#) or site to be split. The restriction must be approved by the

## ARTICLE XXVI

Township Planning Commission on the advice of legal counsel and then recorded before any [land use permit](#) will be issued by the Township.

11) The Planning Commission may allow [temporary](#) access to a major [road](#) where the service [road](#), shared [driveway](#) or [frontage access road](#) is not completed if a performance bond or other financial guarantee is provided which assures the elimination of the [temporary](#) access upon completion of the service [road](#), shared [driveway](#) or [frontage access road](#).

12) A Certificate of Zoning Ordinance Compliance shall not be issued until such financial guarantees have been submitted to the Township and approved by the Township Board.

13) Service [Roads](#) and Frontage [Road](#) Design Standards.

a) Service [roads](#) generally will be parallel or perpendicular to the front property line and may be located either in the front of, adjacent to or behind the [principal buildings](#). In considering the most appropriate alignment for a service [road](#), the Planning Commission shall consider the [setbacks](#) of existing [buildings](#) and the anticipated traffic flow for the site. The [service road](#) may be built within the front [yard](#) setback requirements provided there is sufficient distance between the [service road](#) and the existing major [road](#) so as not to create a traffic hazard.

b) A [service road](#) shall be within an access easement permitting traffic circulation between adjoining properties. The easements shall be a minimum of sixty-six (66) feet wide.

c) The service [roads](#) and [frontage access roads](#) shall be built in accordance with the Livingston County Road Commission Standards for public [roads](#) in a subdivision with a minimum pavement width of twenty (20) feet.

d) Service [roads](#) are intended to be used exclusively for circulation and not as parking. The Planning Commission may require the posting of no parking signs along the service [road](#). In reviewing the site plan, the Planning Commission may permit [temporary](#) parking in an easement [area](#) where a continuous [service road](#) is not yet available, provided that the layout provides for removal of the parking in the future to allow the extension of the service [road](#).

e) The Planning Commission shall approve the location of all accesses from lots, [parcels](#) or sites onto the service [road](#), based upon the [driveway](#) standards as provided by the Livingston County Road Commission Standards.

f) The site plan shall indicate the proposed elevation of the [service road](#) at the property line and the Township shall maintain a record of all [service road](#) elevations so that the [grades](#) can be coordinated with adjacent property owners.

C) Provisions of Section [14.32](#) shall supplement those of this Section 26.15 b. 13), except, where there is a conflict, the most restrictive shall prevail.

(Ord. No. 47 eff. Dec. 9, 1993; amend. by Ord. No. 97 eff. Feb. 23, 2000, amend. Ord. No. 172 eff. April 25, 2004)

### Section 26.15 ROADS AND DRIVEWAY DEVELOPMENT AND CONSTRUCTION IN PRIVATE DEVELOPMENTS

A. PURPOSE.

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The purpose of this Section is to provide standards and specifications for the [construction](#) and development of [roads](#) and [driveways](#) within a private development within the Township of Howell; to contribute to and promote the general safety, health, and welfare of the public utilizing the [roads](#), [driveways](#), and [buildings](#) within a private development. This Section will establish standards to allow for access by emergency vehicles and to assist in the organized flow of pedestrian and vehicular traffic within a private development. This Section is not meant to supersede any part of Act No. 288, Public Acts of 1967.

(Ord. eff. May 7, 1992)

#### B. [ROADS](#) IN PRIVATE DEVELOPMENTS.

All [roads](#) in private developments that are not dedicated and accepted by the public shall be designed and constructed in accordance with the Livingston County Road Commission's Specifications for [Plat](#) Development adopted May 23, 1991 by the Board of County Road Commissioners for Livingston County and effective May 24, 1991.

(Ord. eff. May 7, 1992)

#### C. INSPECTIONS OF [PRIVATE ROAD](#) DEVELOPMENTS.

1) All inspections and reviews shall be done by the Township Engineer. Any approvals, reviews or inspections by the Township Engineer shall not be construed as a warranty or an assumption of liability on the part of the Township of Howell or its Engineer. The petitioner or applicant must pay the actual cost incurred by the Township in having the Township review, inspect and approve the design and [construction](#) of any [private roads](#) and drainage improvements and pay all legal fees incurred by the Township in reviewing the same. The applicant shall pay an inspection fee in the amount of three percent (3%) of the approved proprietor's engineer's estimate of the cost of the [road](#) and drainage improvements which shall be paid by cash or certified check to Howell Township at the time the [land use permit](#) is issued for the development of the property. This fee is to cover the administrative cost and inspections incurred and authorized by Howell Township relevant to the development. In the event the inspection costs exceed the estimated three percent (3%) charge, the proprietor, developer and/or owners shall be responsible for paying the additional sum which is in excess of three percent (3%) to Howell Township prior to receiving final approval. All references in the Livingston County Road Commission's "Specifications for [Plat](#) Development" to the County Engineer are hereby revised to read the Howell Township Engineer.

2. Any reference to the Livingston County Road Commission in its "Specifications for [Plat](#) Development" in Section 9 entitled, "Financial Requirements" for the purpose of this Ordinance shall read Howell Township, a municipal corporation.

(Ord. eff. May 7, 1992)

#### D. WAIVER OF HARD SURFACING REQUIREMENTS.

The requirement of hard surfacing the [road](#) in a private development may be waived by the Howell Township Planning Commission under the following conditions:

1) The private development is designed for single [family](#) residences, with each [parcel](#) consisting of five (5) acres or more. However, there will be no waiver of the requirement of hard surfacing in developments which consist of, in whole or in part, multiple [principal buildings](#) upon a [parcel](#) of land.

1b) Land divisions consisting of two (2) acres or more in [area](#) that do not consist of more than four (4) lots, are accessed from a public [road](#) which are not paved and are zoned for single [family](#) residences.

- 2) The development does not have more than fifteen (15) lots, [parcels](#) or sites that either abuts the [private road](#) and/or have access to the [private road](#).
- 3) In the event any of the existing lots, [parcels](#) or sites are to be partitioned or further subdivided so that the total number of potential [residential](#) units using the [private road](#) exceeds fifteen (15), the [road](#) must be brought up to the then current requirements and specifications required by the Livingston County Road Commission for a public [road](#) including hard surfacing. The developer, prior to selling any lot, [parcel](#) or site, will be required to restrict each lot, [parcel](#) or site by recording an affidavit of restrictions in the [office](#) of the Livingston County Register of Deeds whereby each lot, [parcel](#) or site that has access to the [private road](#) shall be subject to a special assessment for the purpose of bringing the [road](#) up to the Livingston County Road Commission's specifications for a public [road](#) including hard surfacing. The affidavit of restrictions must contain an appropriate mechanism for the assessing, the placing of liens and the collecting of the appropriate sums to make the [road](#) conform to the Livingston County Road Commission's specifications for a public [road](#) including hard surfacing.
- 4) The Howell Township Planning Commission and Zoning Administrator shall not authorize the [construction](#) and/or further partition of any lots, [parcels](#) or sites in a private development if that division creates a 16th lot, [parcel](#) or site which will utilize a said [private road](#), unless the [road](#) meets all of the requirements of the Livingston County Road Commission.  
(Ord. Eff. May 7, 1992)

E. ROAD MAINTENANCE AGREEMENTS.

1. [Road](#) maintenance agreements, easement agreements for ingress and egress, and deed restrictions shall provide for the perpetual private (non-public) maintenance of such [roads](#) and/or easements which are necessary and reasonable standards to serve the several interests involved. These documents shall contain as a minimum the following provisions:
  - a) A method of initiating and financing of such [roads](#) and/or easements in order to keep the [road](#) in good and useable condition and continuously meet the standards of the Livingston County Road Specifications for [Road](#) and [Plat](#) Development.
  - b) A workable method of apportioning the cost of maintenance and improvements.
  - c) A notice that if repairs and maintenance are not made, the Township Board may bring the [road](#) up to design standards specified in this [Article XXVI](#) and assess owners of the [parcels](#) on the [private road](#) or those residents who have access to the [private road](#) for the improvements plus an administrative fee in the amount of twenty-five percent (25%) payable to Howell Township.
  - d) A notice that no public funds of Howell Township are to be used to build, repair or maintain the [private road](#).
  - e) Easements to the public for the purpose of emergency and other public vehicles for whatever public access or services are necessary.
  - f) A provision that the owners of any and all property using the [road](#) shall refrain from prohibiting, restricting, limiting or in any manner interfering with the normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by [family](#), guests, invite, tradesmen, and others bound to or returning from any of the properties having the right to use the [road](#).
2. All agreements and documents required by this Section shall be approved by the Howell Township Board after receiving

recommendations from the Howell Township Planning Commission, Township Attorney and Township Engineer on this matter.  
(Ord. eff. May 7, 1992)

#### F. UTILITIES.

1. Prior to selling any lot, [parcel](#) or site, the developer or owner shall create and record an appropriate easement which will provide for all utilities to serve the project, and any expansion thereof, which easement(s) shall also provide for drainage, sewer, and water. These easements shall meet the approval of the Howell Township Planning Commission after receiving recommendations from the Township Attorney and the Township Engineer.
2. Public utilities and [driveways](#) shall be located in accordance with the rules of the Livingston County Road Commission then in effect. The underground work for utilities shall be stubbed to the [building site](#) boundary line. The developer shall make arrangements for all distribution lines for telephone, electric and cable television service to be placed underground entirely throughout the development [area](#), and such conduits or cables shall be placed within private easements provided to such service companies by the developer or within dedicated public ways. Those telephone and electrical facilities placed in dedicated public ways shall be planned so as not to conflict with other underground utilities. The proposed location of all underground wiring shall be submitted to the appropriate utility for approval. Installation shall not proceed until such approval has been granted. All telephone and electrical facilities shall be constructed in accordance with standards of [construction](#) in compliance with all applicable federal, state and local laws and regulations. Cable television facilities shall be constructed in accordance with applicable state and federal regulations, as well as in compliance with the Howell Township Cable Communications Franchise Ordinance. All drainage and underground utility installations which traverse privately owned property shall be protected by easements granted by the developer.

(Ord. Eff. May 7, 1992, Amend. Ord. 184 eff. April, 13, 2005)

9A



## Howell Township Clerk

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**From:** Scott Marsh <scottmarsh22@yahoo.com>  
**Sent:** Friday, December 30, 2022 4:05 PM  
**To:** Howell Township Clerk  
**Subject:** ZBA Opening

Hello,

My name is Scott Marsh , I recently seen on your webpage that there is an opening for a Zoning Board Of Appeals, I would like to apply for this opening and possibly get more detailed information about it. I'm 49 years old and I live in Howell Township and I bought my house in 2018 and I currently work for a DTE contractor in line clearance and been doing so for 28 years, I've been in several management roles in my career and I would assume that would helpful for this position, I talk to homeowners on a daily basis at my current job, and manage the workers on my crew currently, I would like to be more evolved with my community and possibly make a career change if given the opportunity, I'm not exactly sure all the duties that this position entails but I can assume it deals with talking to the community on a frequent basis and that's something that I do everyday at my current place of employment. I look forward to a response and I would like to know more about this position If given the opportunity.

Thank you,

## Howell Township Clerk

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**From:** Carol Weaver <CWeaver@livgov.com>  
**Sent:** Tuesday, January 3, 2023 9:30 AM  
**To:** Howell Township Clerk  
**Subject:** Zoning Board of Appeals Opening

To whom it may concern,

I am very interested in joining the zoning board of appeals (ZBA). I currently work for Livingston County in the IT department. I have developed a great relationship with the court staff and judges. I also run a small photography company that shoots the board members every year. I have a great relationship with them as well. I have lived in Howell Township since March of 1995. I have raised my two children here and love this area. My family originally moved to Howell in 1974 when I was just 10, I remember when Grand River was still brick and the D & C store was on the corner of Grand River and Michigan Avenue. I have seen this area evolve over many years. Some good and some not as good. After college I moved back to Livingston County to raise my family. This community is still a community where people are safe and work for the greater good. I believe I can provide a future view of Howell Township while still maintaining that much-loved community that residents love. I would embrace the opportunity to give to my community and help Howell Township grow continuing to be a great place for people to raise their families.

Thank you for your consideration.

Carol M. Weaver  
Application Developer  
517-540-8808

9B

# Howell Township

3525 Byron Road • Howell, MI 48855  
Phone: (517) 546-2817 • Fax (517) 546-1483  
www.howelltownshipmi.org



December 15, 2022

Dear Township Board:

I am requesting you to consider the following Howell Township Board of Review appointments and alternate positions. Please consider reappointing both Susan Daus and William Graham to the Howell Township Board of Review for the 2 year term starting 1/1/2023 and ending 12/31/2024. I am also requesting to appoint Carol Makushik to the Howell Township Board of Review for the 2 year term starting 1/1/2023 and ending 12/31/2024. Finally please consider appointing Aaren Currie and Jonathan Dekoninck as alternates for the Howell Township Board of Review beginning 1/1/2023 and ending 12/31/2024.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Kilpela".

Brent Kilpela  
Howell Township Assessor

9C



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

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**TO:** Howell Township Board of Trustees  
**FROM:** Paul Montagno, AICP, Township Planner  
**DATE:** December 7, 2022  
**RE:** Master Plan Review Period Update

The Planning Commission has been working on an update to the Township Master Plan. The plan was last adopted in September of 2016. In addition to the Planning Commission review, a survey was conducted to gain public feedback. In general, the Planning Commission determined that the plan was still reflective of the community's vision and goals. Primarily, proposed changes are updates to the implementation tables to recognize tasks that have been completed since the plan's adoption and a refinement of the future land use map and zoning plan that reflect the Planning Commission's knowledge of the way the plan translates to rezonings and land use.

At their regular meeting on NOVEMBER 22, 2022, the Planning Commission approved a motion to "SUBMIT THE PLAN TO THE TOWNSHIP BOARD FOR REVIEW AND COMMENT, AND TO APPROVE THE DISTRIBUTION OF THE PLAN FOR THE SIXTY THREE DAY REVIEW, SUBJECT TO THE CHANGES DISCUSSED"

In accordance with the Michigan Planning Enabling Act (PA 33 of 2008 as amended), the draft changes to the Howell Township Master Plan must be released by the Board, after recommendation from the Planning Commission, for review and comment. According to the act, interested parties have sixty three (63) days to provide comments on the plan. The Board should make a **motion to authorize the release of the draft plan update for review in accordance with the Michigan Planning Enabling Act (PA 33 of 2008 as amended).**

Upon completion of the review period the Planning Commission must hold a public hearing after which they may adopt the Master Plan. According to the Planning Enabling Act, the approval of the proposed Master Plan shall be by resolution of the Planning Commission carried by the affirmative votes of not less than a majority of the members of a Township Planning Commission. Approval of the proposed Master Plan by the Planning Commission is the final step for adoption of the plan.

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**CARLISLE/WORTMAN ASSOC., INC.**  
Paul Montagno, AICP  
Senior Associate

9D





# Bid Form



## Owner Information

Name Pioneer Cemetery (Howell Twp.)  
Address N. Burkhart Rd  
City, State ZIP Howell, MI 48855  
Phone (517) 546-2817  
Email clerk@howelltownshipmi.org  
Project name Drainage Project

## Contractor Information

Company Bowman Excavating Inc.  
Submitted By Marshal Bowman  
Address 920 W. Marr Road  
City, State ZIP Howell, MI 48855  
Phone (810) 599-3000  
Email marshal@bowmanexcavating.com

## Scope of Work

**Proposal Date: 1/5/2023**

### Cemetery Drainage Project:

- \* Install drainage system per Spicer Group Engineers design.
- \* Includes all labor, equipment and materials to install the designed system based on a 1' wide trench and at the depths outlined in the survey plan.
- \* Includes clearing a path through the wooded, wetland area to allow the installation of the outlet drain line.
- \* Includes restoring the driveway to as good or better condition prior to the project beginning.
- \* Includes restoring all turf areas to pre project condition.
- \* Includes hauling away all overburden soils off site.
- \* Includes dewatering if needed.

### Notes:

- \* We have allocated 2 weeks for this project from start to finish.
- \* We will be using the clean sand option outlined in the design.
- \* Pea Stone option would significantly increase the cost of the project.

## Terms and Conditions

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. **We are not responsible for damage to any sprinkler lines, invisible fences or any other lines on the property. Repairs will be completed at an hourly rate of \$90.00/ Man Hour + parts above and beyond the bid.** It is the property owners' responsibility to ensure private utilities are marked and located prior to us beginning work. We will contact Miss Dig to mark all major utilities that can interfere with work. This proposal may be withdrawn by us if not accepted within 30 days.

## Owner Acceptance

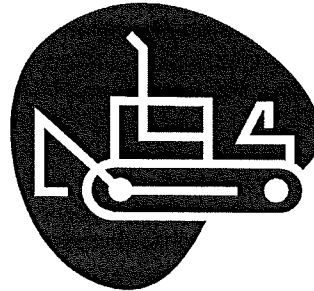
**Total Project Cost: \$69,500 (1/2 down to begin project \$34,750 and the remainder due at completion \$34,750)**

To accept this proposal including; the terms, conditions, cost and scope of work, please sign here and return. Prices are only valid for 30 days from proposal date.

\_\_\_\_\_  
Submitted by (home owner or authorized representative)

\_\_\_\_\_  
Date

# PROPOSAL



**KENSINGTON VALLEY EXCAVATING**  
 3674 N. Gregory Rd., Fowlerville, MI 48836  
 FAX 517.223.8571

Proposal submitted to: Howell Township		Date: 1-3-23
Address:		Phone #
		Cell #
		Fax #
Job location: Pioneer Cemetary		Email:

We will provide the equipment, materials and labor to provide cemetery drainage improvements per print provided from Howell Township.

- All excess dirt to remain on site.
- Will include restoration and silt fence.
- No layout, engineering, permits or bonds.
- Total.....\$52,750.00

If we are awarded the job, it is about 3 weeks for material. The weather may affect job timing. The price does not include breaking frost to excavate.

**The following items are excluded from our base bid scope of work and price: permits; bonds; inspection fees; engineering survey staking or layout; tap fees; tree protection fencing; traffic controls or site security fencing; demolition or removal of existing building walls; undercutting of unsuitable soils; removal or relocation of existing conflicting utilities; footing excavation or backfilling; concrete or asphalt work; import topsoil; landscaping or restoration; dewatering.**

We hereby to furnish material and labor, complete in accordance with the above specification  
 For the sum of  
 With payment as follows....time of invoice  
 Respectfully submitted:

This proposal may be with-drawn in 30 days

Signature:

# Liedel Excavating Cont. LLC

7149 Bennett lake rd  
Fenton, Mi. 48430  
(248) 875-2082

## proposal

1-1-2023

### prepared for

Howell Township

### Project

Pioneer Cemetery  
Burkhart rd

Description	Qty	Unit price	Total price
<b>Mobilization</b>			
Tree clearing & Grubbing			
800' 6" N-12 with sock drain pipe			
(5) Cleanouts			
Rip-Rap spillway			
Class II sand Backfill			
Seed & Straw restoration			
Spoils off site			
23aa driveway restoration			
<b>TOTAL =</b>			\$67,150.00

Notes: \*\*\* NO PERMITS OR TRAFFIC CONTROL \*\*\*

all spoils hauled off site

Subtotal

\$67,150.00

Adjustments

\*\*\* \$5,000 credit for spoils left onsite\*\*\*

**\$67,150.00**

**10D**

**MHOG**

Permit #	Contractor	Job Address	Fee Total
PMHOG22-030	LACASA	1920 TOOLEY	\$0.00
<b>Work Description:</b>			

**Total Permits For Type: 1**  
**Total Fees For Type: \$0.00**

**Residential Land Use**

Permit #	Contractor	Job Address	Fee Total
P22-165	LACARIA RITA	84 HENDERSON	\$10.00
<b>Work Description:</b> TEAR OFF AND RE-ROOF HOUSE			

**Total Permits For Type: 1**  
**Total Fees For Type: \$10.00**

**Sewer Connection**

Permit #	Contractor	Job Address	Fee Total
PWS21-030	UNION AT OAK GROVE	MOLLY LN BLDG 13	\$0.00
<b>Work Description:</b> BUILDING 13			
PWS21-045	UNION AT OAK GROVE	SHAELYN LN BLDG 18	\$0.00
<b>Work Description:</b> BUILDING 18			
PWS21-046	UNION AT OAK GROVE	SHAELYN LN BLDG 19	\$0.00
<b>Work Description:</b> BUILDING 19			
PWS21-048	UNION AT OAK GROVE	SHAELNY LN BLDG 21	\$0.00
<b>Work Description:</b> BUILDING 21			
PWS21-054	UNION AT OAK GROVE	SHAELYN LN BLDG 20	\$0.00
<b>Work Description:</b> BUILDING 20			
PWS21-056	UNION AT OAK GROVE	MOLLY LN BLDG 12	\$0.00
<b>Work Description:</b> BUILDING 12			

**Total Permits For Type: 6**  
**Total Fees For Type: \$0.00**

## Water Connection

Permit #	Contractor	Job Address	Fee Total
PWS21-031	UNION AT OAK GROVE	MOLLY LN BLDG 13	\$0.00
<b>Work Description:</b> BUILDING 13			
PWS21-044	UNION AT OAK GROVE	SHAELYN LN BLDG 18	\$0.00
<b>Work Description:</b> BUILDING 18			
PWS21-047	UNION AT OAK GROVE	SHAELYN LN BLDG 19	\$0.00
<b>Work Description:</b> BUILDING 19			
PWS21-049	UNION AT OAK GROVE	SHAELNY LN BLDG 21	\$0.00
<b>Work Description:</b> BUILDING 21			
PWS21-055	UNION AT OAK GROVE	SHAELYN LN BLDG 20	\$0.00
<b>Work Description:</b> BUILDING 20			
PWS21-057	UNION AT OAK GROVE	MOLLY LN BLDG 12	\$0.00
<b>Work Description:</b> BUILDING 12			

**Total Permits For Type: 6**  
**Total Fees For Type: \$0.00**

## Report Summary

Population: All Records  
 Permit.DateIssued Between  
 12/1/2022 12:00:00 AM AND  
 12/31/2022 11:59:59 PM

**Grand Total Fees: \$10.00**  
**Grand Total Permits: 14**

# Code Enforcement List

01/03/2023

Address	Parcel Number	Date Filed	Origin	Status
370 N TRUHN RD	4706-31-300-003	08/02/2022	PUBLIC/PHONE	OPEN - FIRST LETTER SENT
<b>Complaint</b> CALLER COMPLAINED OF JUNK AND UNLICENSED VEHICLES				
<b>Comments</b> DID A SITE VISIT ON 8.3.2022 PICTURES ATTACHED.				
2420 FISHER RD	4706-24-300-043	08/01/2022	STAFF	OPEN - FIRST LETTER SENT
<b>Complaint</b> RUNNING A AUTO REPAIR / BODY SHOP IN A RESIDENTIAL ZONING. STORAGE OF UNLICENSED VEHICLES				
<b>Comments</b> SITE VISIT ON 8.3.2022 THERE WHERE UNLICENSED VEHICLES STORED ON SITE TO VEHICLES WHERE BEING WORKED ON. SEE ATTACHED PHOTOS.8.23.2022 SITE VISIT. CARS HAVE BEEN MOVED THERE WAS NO WORK BEING DONE ON CARS AT THIS TIME. WILL RECHECK BEFORE CLOSING ENFORCEMENT.				
GOD'S PEACE DR - VACANT	4706-23-300-058	08/04/2022	PUBLIC/PHONE	OPEN - FIRST LETTER SENT
<b>Complaint</b> JUNK, TRAILERS AND VEHICLES THAT CAN BE SEEN FROM HER PROPERTY.				
<b>Comments</b>				



# Code Enforcement List

01/03/2023

Address	Parcel Number	Date Filed	Origin	Status
5057 WARNER <b>Complaint</b> LARGE AMOUNT OF JUNK AND LITTER IN THE YARD. <b>Comments</b>	4706-19-200-005	03/14/2022	PUBLIC/EMAIL	OPEN - FIRST LETTER SENT
1345 CRESTWOOD <b>Complaint</b> JUNK, TRASH AND OLD CARS <b>Comments</b>	4706-27-401-002	09/22/2022	PUBLIC/COMPL	OPEN - COMPLAINT RECEIVED
1455 CRESTWOOD <b>Complaint</b> MANY VEHICLES AND EQUIPMENT. APPEARS TO BE RUNNING A LANDSCAPING BUSINESS. <b>Comments</b>	4706-27-401-001	09/22/2022	PUBLIC/COMPL	OPEN - COMPLAINT RECEIVED

**Records: 6**

Population: All Records

# Code Enforcement List

01/03/2023

Address Parcel Number Date Filed Origin Status

Enforcement.DateClosed = <Empty>

10E

## **Monthly Activity Report for December 2022 – Assessing Dept/Brent Kilpela**

### **MTT UPDATE:**

**Chestnut Woods v Howell Township:** Filed answer to appeal on June 22<sup>nd</sup>. The Michigan Tax Tribunal Prehearing General Call set for May 1, 2023 with valuation disclosure due by February 1, 2023. Reached out to new attorney to find out what their intention is on the appeal.

**Antolin Interiors USA, Inc. v Howell Township:** Filed answer to appeal on July 18<sup>th</sup>. The Michigan Tax Tribunal Prehearing General Call set for July 17, 2023 with valuation disclosure due by April 19, 2023.

### **SMALL CLAIMS TRIBUNAL:**

**No appeals at this time.**

### **ASSESSING OFFICE:**

**ASSESSOR:** The personal property canvas was completed in December. We will mail out 147 personal property statements. These mailings will also include a letter explaining the new changes for 2023. The December Board of Review met on the 13<sup>th</sup> of December. We were fortunate that just enough member's show up to conduct the required business. The lack of attendance was disappointing to say the least. Applications were sent out to Disabled Veterans currently receiving the annual property tax exemption. The Disabled Veteran is required to file the application annually for property tax exemption. Howell Township currently has 26 Disabled Veterans on the 2022 tax roll. I am currently working on the Commercial and Industrial class values.

**OTHER:** Attended monthly Waste Water Treatment Plant meeting. Completed annual financial audit for year ending June 30, 2022. Final draft was delivered to Township.

10J

Howell Township  
Wastewater Treatment Plant Meeting  
Meeting: December 21, 2022 10am

Attending: Greg Tatara, James Aulette, Brent Kilpela, Jean Graham, Jonathan Hohenstein

Please see the attached report for details on the plant operation.

**UV** – The module has been cleaned and shipped to the manufacturer. The rebuild should be completed by early January and shipped back to the plant.

**KISM** – Kennedy has been working on the software side of the project. The hardware portion is scheduled to start on January 9<sup>th</sup> until the project is complete. Kennedy estimates they can complete two stations per day.

**Garage Door**- The large garage door into the headworks building is inoperable. Considering that it is winter and the headworks building needs to be heated to prevent the channel and equipment from freezing the door has to be able to open and close. **The Committee approved the attached bid for \$3,900.**

**Pontoon** – The Township’s pontoon boat has several leaks in the pontoons. All the welders that James has talked want holes cut in the pontoons, clean them out, and then the welder will repair. The issue is that there are a lot of holes in the pontoons already. The boat is very heavy (even when the pontoons aren’t filled with sewage) that getting the pontoon in and out of the basin is difficult. This is one of the reasons why Inframark left the pontoon in the basin. The proposed pontoon is much lighter, has durable plastic pontoons, and the pontoons are filled with foam. **The Committee recommends approval to purchase the new pontoon as presented.**

**Generator Maintenance** – The Township has had a contract with Cummins to perform maintenance on our generators for many years. Greg and James would like to add a load bank test every other year to the contract, attached. **The Committee recommends approval of the three-year contract with Cummins to perform yearly generator maintenance as presented.**

**The Committee recommends to accept all approvals from the Wastewater Committee as presented.**

Respectfully submitted,  
Jonathan Hohenstein

**Brighton Garage Door**  
 2957 Botsford Rd  
 Howell MI 48855

# Estimate

Date	Estimate #
12/19/2022	3305

Name / Address
Genoa/Oceola Water Sewer Authority

Project

Description	Qty	Rate	Total
CHI Model 3285 commercial 2" Insulated Garage door 10ft 2in. x 12ft Brown installed Complete 12 track	1	3,100.00	3,100.00
Powder Coated garage door tracks may help prevent rust OPTIONAL	1	800.00	800.00
Take down and disposal of old equipment Trans West Facility		0.00	0.00
Thank You for the Opportunity to bid this Project		<b>Total</b>	<b>\$3,900.00</b>

**810-227-6572**





Silver Lake Fabrication  
 29 Hot Hole Pond Rd.  
 Concord, NH 03301 US  
 603-630-5658  
 silverlakefab@gmail.com  
 www.tinypontoonboats.com

# Invoice



**BILL TO**  
 Jim Aulette  
 900 Chilson Rd.  
 Howell, MI 48843  
 Ph: 1-517-672-9653

**SHIP TO**  
 Jim Aulette  
 900 Chilson Rd.  
 Howell, MI 48843  
 Ph: 1-517-672-9653

INVOICE #	DATE	TOTAL DUE	ENCLOSED
2652	12/10/2022	\$6,572.00	

**SHIP VIA**  
 Freight

**TRACKING NO.**  
 TBD

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
6'x12' blunt end lift boat	6'x12' blunt end pontoon lift boat kit with 1200 pound capacity A-frame gantry	1	5,690.00	5,690.00
Misc. freight charge	Freight charge for entire order	1	882.00	882.00

This quote as a whole is valid through 12-20-22. If purchased after that, the cost of freight will be updated and the price for the boat kit will be as stated on tinypontoonboats.com.

BALANCE DUE **\$6,572.00**



12/27/2022

HOWELL TOWNSHIP  
3525 BYRON RD  
HOWELL, MI 48855  
RE: Planned Maintenance Proposal

Dear SCOTT LOWE,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*Erin Terlecky*

Erin Terlecky  
PM Territory Manager  
Office: (248) 207-8664  
Cell: (248) 207-8664  
Email: erin.terlecky@cummins.com

Notes:

**Site Name:Howell Portable**

(1222 Packard Drive HOWELL MI 48855)

Unit Name:	Howell Portable	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Kohler						
Model:	125R0Z171	1	Unknown	Full Service	1	\$798.93	\$798.93
S/N:	258440	1	Unknown	Loadbank (2 Hrs)	1	\$630.00	\$630.00
Size:	125kW	Year 1 Total:\$1,428.93					
ATS Qty:	1	2	Unknown	Full Service	1	\$821.14	\$821.14
Notes:		Year 2 Total:\$821.14					
		3	Unknown	Full Service	1	\$844.02	\$844.02
		3	Unknown	Loadbank (2 Hrs)	1	\$663.37	\$663.37
		Year 3 Total:\$1,507.39					

**Site Name:Howell TWR**

(1191 Austin Court HOWELL MI 48855)

Unit Name:	Howell TWR	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Generac						
Model:	55280						
S/N:	5008902						
Size:	10kW						
ATS Qty:	1						
Notes:							

**Site Name:Howell TWSP WWTP**

(1222 Packard Drive HOWELL MI 48855)

Unit Name:	Howell TWSP WWTP	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Cummins						
Model:	400DFCE-821	1	Unknown	Full Service	1	\$1,218.52	\$1,218.52
S/N:	B000068411	1	Unknown	Loadbank (2 Hrs)	1	\$803.00	\$803.00
Size:	400kW	Year 1 Total:\$2,021.52					
ATS Qty:	1	2	Unknown	Full Service	1	\$1,253.32	\$1,253.32
Notes:		Year 2 Total:\$1,253.32					
		3	Unknown	Full Service	1	\$1,289.16	\$1,289.16
		3	Unknown	Loadbank (2 Hrs)	1	\$836.37	\$836.37
		Year 3 Total:\$2,125.53					

**Site Name:Lake Edgewood W.W.**

(7871 Bendix Road HOWELL MI 48855)

Unit Name:	Lake Edgewood W.W.	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Kohler						
Model:	3500RE02D						
S/N:	695863						
Size:	350kW						
ATS Qty:	1						
Notes:							

**Site Name:Lake Edgewood WW**

(7817 Bendix Rd HOWELL MI 48855)

Unit Name: PS70  
 Make: Kohler  
 Model: 50R02I71  
 S/N: 251251  
 Size: 55kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$575.86	\$575.86
1	Unknown	Loadbank (2 Hrs)	1	\$600.00	\$600.00
Year 1 Total:\$1,175.86					
2	Unknown	Full Service	1	\$591.45	\$591.45
Year 2 Total:\$591.45					
3	Unknown	Full Service	1	\$607.50	\$607.50
3	Unknown	Loadbank (2 Hrs)	1	\$633.37	\$633.37
Year 3 Total:\$1,240.87					

**Site Name:PS72**

(1009 N Burkhart Road HOWELL MI 48855)

Unit Name: PS72  
 Make: Cummins  
 Model: GGHH-5763460  
 S/N: E060924626  
 Size: 100kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$711.70	\$711.70
1	Unknown	Loadbank (2 Hrs)	1	\$630.00	\$630.00
Year 1 Total:\$1,341.70					
2	Unknown	Full Service	1	\$731.36	\$731.36
Year 2 Total:\$731.36					
3	Unknown	Full Service	1	\$751.61	\$751.61
3	Unknown	Loadbank (2 Hrs)	1	\$663.37	\$663.37
Year 3 Total:\$1,414.98					

**Site Name:PS73**

(1575 N Burkhart Road HOWELL MI 48855)

Unit Name: PS73  
 Make: Cummins  
 Model: DQDAA-58667826  
 S/N: G070078203  
 Size: 250kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$1,020.30	\$1,020.30
1	Unknown	Loadbank (2 Hrs)	1	\$728.00	\$728.00
Year 1 Total:\$1,748.30					
2	Unknown	Full Service	1	\$1,049.22	\$1,049.22
Year 2 Total:\$1,049.22					
3	Unknown	Full Service	1	\$1,079.01	\$1,079.01
3	Unknown	Loadbank (2 Hrs)	1	\$761.37	\$761.37
Year 3 Total:\$1,840.38					

**Site Name:PS74**

(2700 Tooley Rd HOWELL MI 48855)

Unit Name: PS74  
 Make: Cummins  
 Model: DSHAA-585976  
 S/N: E070063414  
 Size: 150kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$801.18	\$801.18
1	Unknown	Loadbank (2 Hrs)	1	\$630.00	\$630.00
Year 1 Total:\$1,431.18					
2	Unknown	Full Service	1	\$823.39	\$823.39
Year 2 Total:\$823.39					
3	Unknown	Full Service	1	\$846.27	\$846.27
3	Unknown	Loadbank (2 Hrs)	1	\$663.37	\$663.37
Year 3 Total:\$1,509.64					

**Site Name:PS75**

(2571 Oak Grove Road HOWELL MI 48855)

Unit Name:	PS75	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Cummins	1	Unknown	Full Service	1	\$956.46	\$956.46
Model:	185GFBA	1	Unknown	Loadbank (2 Hrs)	1	\$660.00	\$660.00
S/N:	HM06G112529	Year 1 Total:\$1,616.46					
Size:	185kW	2	Unknown	Full Service	1	\$983.60	\$983.60
ATS Qty:	1	Year 2 Total:\$983.60					
Notes:		3	Unknown	Full Service	1	\$1,011.55	\$1,011.55
		3	Unknown	Loadbank (2 Hrs)	1	\$693.37	\$693.37
		Year 3 Total:\$1,704.92					

**Site Name:PS76**

(3888 Oak Grove HOWELL MI 48855)

Unit Name:	PS76	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Cummins	1	Unknown	Full Service	1	\$575.86	\$575.86
Model:	DGCA-5764798	1	Unknown	Loadbank (2 Hrs)	1	\$600.00	\$600.00
S/N:	F060933259	Year 1 Total:\$1,175.86					
Size:	50kW	2	Unknown	Full Service	1	\$591.45	\$591.45
ATS Qty:	1	Year 2 Total:\$591.45					
Notes:		3	Unknown	Full Service	1	\$607.50	\$607.50
		3	Unknown	Loadbank (2 Hrs)	1	\$633.37	\$633.37
		Year 3 Total:\$1,240.87					

**Site Name:Sanitorium**

(3308 Sanitorium Rd HOWELL MI 48855)

Unit Name:	Sanitorium	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Kohler						
Model:	200 REO2JF						
S/N:	SGM 3239C3						
Size:	200kW						
ATS Qty:	1						
Notes:							

**Site Name:Well 2**

(4288 Norton Road HOWELL MI 48855)

Unit Name:	Well 2	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Onan						
Model:	350DFCC						
S/N:	J960621326						
Size:	350kW						
ATS Qty:	1						
Notes:							

**Site Name:WELLS 5/6**

(4288 Norton Rd HOWELL MI 48855)

Unit Name:	WELLS 5/6	<b>Year</b>	<b>Month of 1st Service</b>	<b>Service Type</b>	<b>Qty</b>	<b>Sell Price</b>	<b>Extended Price</b>
Make:	Caterpillar						
Model:	3406						

S/N: G6B00463  
Size: 350kW  
ATS Qty: 1  
Notes:

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Year 1 Total:*	\$11,939.81
Year 2 Total:*	\$6,844.93
Year 3 Total:*	\$12,584.58

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**Total Agreement Amount:\*** **\$31,369.32**

*\*Quote does not include applicable taxes*



Cummins Inc.  
 54250 Grand River Ave.  
 New Hudson, MI 48165  
 Phone: (248) 573-1900

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
HOWELL TOWNSHIP	Name: SCOTT LOWE	Quote Date:	12/27/2022
3525 BYRON RD	Phone: 248-863-6368	Quote Expires:	2/25/2023
HOWELL, MI 48855	Cell:	Quote ID:	QT-62188
Customer #: 212305	Fax:	Quoted By:	Erin Terlecky
Payment Type: Pay As You Go	E-mail: SCOTT@MHOOG.ORG	Quote Term:	3 Year

**Total Agreement Amount:\*** **\$31,369.32**  
*\*Quote does not include applicable taxes*

**Total Agreement Amount Does Not Include Applicable Taxes. Please call (248) 573-1925 or Email pm.service@cummins.com for invoice total prior to sending payment.**

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

**Selection Required for Load Bank Test**

Readings will be taken every 15 minutes, unless otherwise specified.

\*If no selection is made, we will perform this option by default

- \*30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours
- 80% of the EPS nameplate kW rating for 2 continuous hours
- Other – Please Specify \_\_\_\_\_

**Please return signed agreement to:**  
 Cummins Inc.  
 Attn: Planned Maintenance Department  
 21810 Clessie Court  
 New Hudson, MI 48165  
 Email: pm.service@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

<b>Customer Approval (Quote ID QT-62188)</b>	<b>Cummins Inc. Approval</b>
--	------------------------------

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE, WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 55 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**



# Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

## BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

## FUEL SYSTEM

- Visually inspect Ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

## COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

## LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

## GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

## INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

## GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

## TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

## AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

## SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

### INCLUDES INSPECTION

#### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

#### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Howell Township  
Required Repair and Capital Improvement Plan Summary  
Updated 12-19-22

Wastewater Plant Immediate Repairs & Capital Improvements						
No.	Project Description	Criticality	Aug. Original	Current	Status	Info.
1	Lining of Influent Channel Due to Corrosion, Causing Bypass of Screen (Need to Add Cost of Bypass Pumping Headworks)	High	\$17,250	\$17,250	Plan for Warmer Weather Due to By-Pass Freezing	
2	Repair of Fine Screen	High	\$22,294	\$22,294	Complete + Costs for CSM	Pics 3.3
3	UV Disinfection System Upgrade	High	\$59,275	\$33,280	Unit shipped and received by UltraTech, Waiting on them to complete repairs and send back	
4	New Air Compressor	High	\$30,568	\$30,568	Complete + Costs for CSM	Pics 3.4
5	Upgrade of Kennedy SCADA	High	\$0	\$41,000	Review Meeting Held, Screens are Developed, Planning on 2nd Week of January to implement	Pics 3.5
<b>Subtotal of Plant Immediate Upgrades</b>			<b>\$129,387</b>	<b>\$144,392</b>		
<b>Collection System Immediate Repairs and Capital Improvements</b>						
C1	Rehabilitation of Pump Station 71 (Multiple Quotes)	High	\$103,188	\$94,060	100% Complete	
<b>Subtotal of Collection System Immediate Upgrades</b>			<b>\$103,188</b>	<b>\$94,060</b>		
<b>Total of Plant and Collection System Immediate Repairs</b>			<b>\$232,575</b>	<b>\$238,452</b>		
<b>Contingencies of Installation, Parts, Etc.</b>			<b>\$46,515.00</b>	<b>\$35,000.00</b>		
<b>Grand Total</b>			<b>\$279,090.00</b>	<b>\$273,451.50</b>		

CSM Mechanical Invoice Summary	
\$1,285.00	Demo of Compressor
\$1,280.00	Placement of Compressor
\$1,583.56	Air Dryer Installation
\$1,618.44	Screening Replacement
<b>\$5,767.00</b>	<b>Total of \$35,000</b>

Other Repairs In Progress						
No.	Project Description	Criticality	Aug. Original	Current	Status	Info.
1	SCADA System for Plant (DO Monitoring, Level Monitoring, Alarm Improvements, Trending)	High	\$75,000	\$75,000	Discuss adding in Spring with Tax Transfer	
2	Second Recycle Pump Station Pump	Moderate	\$15,000	\$15,000	On Hold, need to do something in 2023	
3	Walker North Clarifier Upgrade and Coating	Moderate	\$100,000	\$450,000	Walker inspected, report to repair was high. Perform limited repairs	
4	Junction Chamber and Ferric Chloride Injection Improvements	Moderate	\$20,000	\$20,000	Inspect concrete again in spring	
5	Drainage from Scum Pit to Drain Line	Moderate	\$12,000	\$12,000	No Activity	
6	Painting of Doors, Posts, & Other Exposed Metal	Moderate	\$75,000	\$75,000	Spoke with Nelson Tank, Will Come out in January, Develop Scope	
7	Repair Valves to EQ Tank	Moderate	\$50,000	\$50,000	No Activity	
8	Transfer Switch at Lambert Drive Pump Station	Moderate	\$8,000	\$9,550	Ordered switch, have quotes	
9	Chemical Resistant Sump Pumps	High	\$4,000	\$4,000	Installed new sump in RAS, need still for ferric room	
10	RAS Roof Repairs	Low	\$5,000	\$5,000	No Activity	
12	Plant Driveway Repairs (Crack Sealing)	Low	\$10,000	\$10,000	No Activity	
13*	Biolac Maintenance Boat	Moderate	\$5,000	\$6,572	Obtained Quote for New Repair Barge	Pics & Quote 3.6
14*	Influent Flow Meter	High	\$5,000		Waiting on quote from UIS	Pic 3.7
<b>Total</b>			<b>\$384,000</b>	<b>\$732,122</b>		

Other Repairs Completed			
No.	Project Description	Criticality	Current
1	Pump Station 76 Drainage	Moderate	\$5,000
<b>Total</b>			<b>\$6,443</b>

\* New Project

# Howell Township Plant Operations

## Summary

Please find in this report details that describe the monthly operating characteristics and the performance of the wastewater treatment plant, as well as any other noteworthy items that occurred in October.

During the last month of operations, we treated **8.22 MG** of wastewater with no permit violations

UIS was unsuccessful in repairing the influent meter. I have asked them to get me a couple quotes on new meters.

CSM installed the new air compressor and we were able to clean out influent channel and repair the fine screen.

## Process Summary

### EQ Tank

- Operating North Tank
- 5 broken gate valves (repair spring 2023)

### Influent Sampler

- Influent Meter Broke

### Headworks

- Cleaned Influent Channel
- Repaired Fine Screen

### FeCl<sub>2</sub> Chemical Room

- Installed Sump Pump
- Ferric Delivery

### Aeration Basin

- Boat needs to be repaired????

### Junction Chamber

- Design new mixing chamber

### **RAS Building & Clarifier**

- WAS Actuator Not Working in Auto

### **Sand Filters**

- Air Compressor and Air Dryer Installed
- Sand Filters Online

### **Post Aeration**

### **UV System**

- Sent UV Module in for Repair

Cost Estimate to Final Actual Cost  
Burkhart Pump Station 71 Lining and Repair

Company	Work Scope	Price Estimate	Actual
ETNA Supply	Piping Parts for Bypass Connection	\$4,436	\$3,660.50
TLS Construction	Excavation and Installation of Bypass Piping (T&M Est. of 1 Day - No Quote)	\$6,000	\$4,475.00
McCallister/CAT	2 - Weeks Bypass Pumping	\$23,889	\$20,519.00
CSM Mechanical	New Piping To Inside and Outside Wetwell	\$44,200	\$44,200.00
ART	Obic Liner of Wetwell and Piping	\$19,750	\$19,750.00
Cooper's Turf	Limited Restoration of Grounds (Grade, seed mulch, stone in front of cabinet)	\$0	\$1,455.00
	<i>Subtotal</i>	<i>\$98,275</i>	<i>\$94,059.50</i>
	Contingency (5%)	\$4,914	\$0.00
	<b>Grand Total Project Estimate</b>	<b>\$103,188</b>	<b>\$94,059.50</b>

## Howell Township WWTP

### Prior to December 31, 2022

- UIS Provide Quotes for New Influent Meter
- Garage Door Repair
- MHOG Clean Influent Channel
- CSM Complete Fine Screen
- CSM Complete Compressor
- WAS Valve/Actuator
- Boat Repair (<https://www.tinypontoonboats.com/pontoons/>)
- Ship UV System to Ultratech
- Install New Sump Pump for Ferric Room

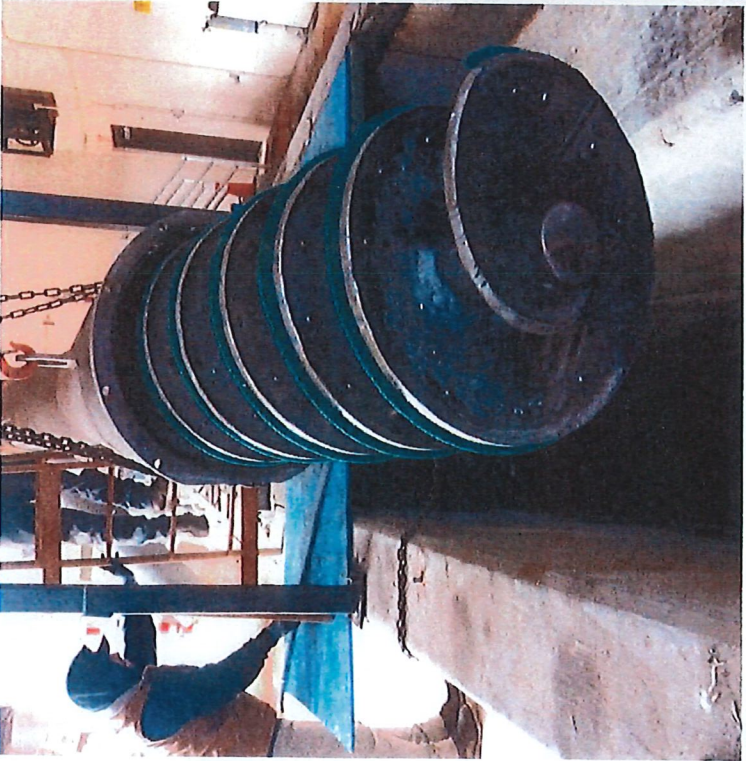
### Longer Term Items

- Ferric Junction Chamber
- North Clarifier Welding and Repair
- New Pump for Recycle Pump Station
- Line Influent Channel
- Line Influent Channel
- Move RAS Pump to #2 Location, Fix # 2 Pump
- EQ Tank Valving
- Roof for RAS Building
- Exterior Painting of Plant
- SCADA System Improvements
- Scum Pit Drains
- New Mowing Contract
- Crack Sealing of Driveway











**10K**

Howell Park & Recreation Meeting  
December 20, 2022 7pm

Discussion/Approval – Officer Positions for 2023 (all will stay the same)

Discussion/Approval – 2023 HAPRA Budget

Discussion/Approval – Oceola Township Lease Agreement January 1, 2023 –  
December 31, 2023

Discussion/Approval – New Board Meeting Agenda Format designed to allow for  
more effective reporting, documenting action items and allowing for the  
accountability needed for a successful strategic plan.

Directors Report: December 22, 2022 CPR Training & and an all Staff meeting

Audit dates February 6<sup>th</sup>-8<sup>th</sup> 2023

Santa's Work Shop went well about 70 families participated

Board Members Reports

**NOV 2022 HAPRA PARTICIPATION REPORTS**

12/1/2022

**PARTICIPATION TOTALS**

Row Labels	Count of Name
Brighton Township	304
City of Brighton	85
City of Howell	1520
Cohoctah Township	168
Conway Township	63
Deerfield Township	156
Genoa Township	1325
Green Oak Township	88
Hamburg Township	123
Handy Township/Fowlerville	250
Hartland Township	259
Howell Township	1162
Iosco Township	118
Marion Township	1412
Oceola Township	2649
Other Area	597
Pinckney Village	23
Putnam Township	54
Tyrone Township	32
Unadilla Township	22
(blank)	94
<b>Grand Total</b>	<b>10504</b>

**50&BEYOND + TRAVEL**

Row Labels	Count of Name
Brighton Township	10
City of Brighton	6
City of Howell	92
Cohoctah Township	5
Conway Township	1
Deerfield Township	10
Genoa Township	84
Hamburg Township	2
Handy Township/Fowlerville	3
Hartland Township	9
Howell Township	57
Iosco Township	2
Marion Township	74
Oceola Township	217
Other Area	23
Pinckney Village	1
Putnam Township	4
<b>Grand Total</b>	<b>600</b>

**SPECIAL EVENTS**

Row Labels	Count of Name
Brighton Township	94
City of Brighton	21
City of Howell	332
Cohoctah Township	39
Conway Township	15
Deerfield Township	24
Genoa Township	286
Green Oak Township	24
Hamburg Township	41
Handy Township/Fowlerville	70
Hartland Township	51
Howell Township	266
Iosco Township	27
Marion Township	291
Oceola Township	421
Other Area	159
Pinckney Village	6
Putnam Township	19
Tyrone Township	9
Unadilla Township	4
(blank)	2
<b>Grand Total</b>	<b>2201</b>

**YOUTH SERVICES PROGRAMS**

Row Labels	Count of Name
Brighton Township	8
City of Brighton	1
City of Howell	105
Cohoctah Township	8
Conway Township	2
Deerfield Township	5
Genoa Township	73
Green Oak Township	5
Hamburg Township	5
Handy Township/Fowlerville	9
Hartland Township	4
Howell Township	58
Iosco Township	3
Marion Township	86
Oceola Township	122
Other Area	23
Putnam Township	4
Unadilla Township	2
(blank)	4
<b>Grand Total</b>	<b>527</b>

**SPORTS PROGRAMS**

Row Labels	Count of Name
Brighton Township	27
City of Brighton	6
City of Howell	266
Cohoctah Township	37
Conway Township	8
Deerfield Township	37
Genoa Township	299
Green Oak Township	6
Hamburg Township	7
Handy Township/Fowlerville	43
Hartland Township	38
Howell Township	277
Iosco Township	30
Marion Township	375
Oceola Township	615
Other Area	44
Pinckney Village	2
Putnam Township	9
Tyrone Township	5
Unadilla Township	1
(blank)	4
Grand Total	2136

**FITNESS MEMBERSHIPS & CLASSES**

Row Labels	Count of Name
Brighton Township	25
City of Brighton	6
City of Howell	188
Cohoctah Township	10
Conway Township	5
Deerfield Township	19
Genoa Township	186
Green Oak Township	2
Hamburg Township	10
Handy Township/Fowlerville	4
Hartland Township	35
Howell Township	96
Iosco Township	7
Marion Township	117
Oceola Township	590
Other Area	41
Tyrone Township	3
Unadilla Township	1
(blank)	1
Grand Total	1346

no meeting so no report created

### Total Participation Annual Reflection

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Drop-In	791	782	971	710	661	350	335	353	348	410	539	
% change p	#DIV/0!	-1.14%	24.17%	-26.88%	-6.90%	-47.05%	-4.29%	5.37%	-1.42%	17.82%	31.46%	-100.00%
% change to previous year												
Tours	28	33	38	27	45	40	38	45	43	38	42	
% change p	#DIV/0!	17.86%	15.15%	-28.95%	66.67%	-11.11%	-5.00%	18.42%	-4.44%	-11.63%	10.53%	-100.00%
% change to previous year												
Total Partici	7490	7984	8608	8434	8783		9493	9723	10028	10258	10504	
% change per month		6.60%	7.82%	-2.02%	4.14%		8.08%	2.42%	3.14%	2.29%	2.40%	-100.00%
% change to previous year												
50 & Beyor	381	408	429	457	480		502	512	561	573	600	
% change per month		7.09%	5.15%	6.53%	5.03%		4.58%	1.99%	9.57%	2.14%	4.71%	-100.00%
% change to previous year												
Youth Serv	258	292	325	339	373		407	442	487	497	527	
% change per month		13.18%	11.30%	4.31%	10.03%		9.12%	8.60%	10.18%	2.05%	6.04%	-100.00%
% change to previous year												
Sports	1467	1539	1620	1620	1754		1915	1982	1992	2075	2136	
% change per month		4.91%	5.26%	0.00%	8.27%		9.18%	3.50%	0.50%	4.17%	2.94%	-100.00%
% change to previous year												
Fitness Me	847	918	967	1029	1059		1138	1172	1234	1280	1346	
% change per month		8.38%	5.34%	6.41%	2.92%		7.46%	2.99%	5.29%	3.73%	5.16%	-100.00%
% change to previous year												
Special Eve	1483	1577	1646	1698	1751		1774	1996	2104	2144	2201	
% change per month		6.34%	4.38%	3.16%	3.12%		1.31%	12.51%	5.41%	1.90%	2.66%	-100.00%
% change to previous year												

TOTAL PARTICIPATION	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
City of Howell	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1466	1520	
% change per month		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#####	3.31%	3.68%	-100.00%
Genoa Township	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1255	1281	1325	
% change per month		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#####	2.07%	3.43%	-100.00%
Howell Township	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1115	1140	1162	
% change per month		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#####	2.24%	1.93%	-100.00%
Marion Township	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1367	1390	1412	
% change per month		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#####	1.68%	1.58%	-100.00%
Oceola Township	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	2542	2597	2649	
% change per month		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#####	2.16%	2.00%	-100.00%

**NOV 2022 HAPRA PARTICIPATION REPORTS**

12/1/2022

**Facility Usage by Location**

Row Labels	Count of User
Bennett Recreation Center Room A	1
Oceola Community Center Court 1	1
Oceola Community Center Court 3	1
Oceola Community Center Main Meeting Room 1	19
Oceola Community Center Meeting Room 2	9
Oceola Community Center Meeting Room 3	7
(blank)	
<b>Grand Total</b>	<b>38</b>

**Oceola Community Center Drop-In**

City of Howell	143
Oceola Twp	134
Marion Twp	72
Genoa Twp	40
Howell Twp	45
Other	92
Unknown	13
<b>TOTAL</b>	<b>539</b>

**Facility Usage by Municipality**

Row Labels	Count of User
City of Howell	5
Deerfield Township	5
Genoa Township	2
Howell Township	1
Marion Township	3
Oceola Township	14
Other Area	8
(blank)	
<b>Grand Total</b>	<b>38</b>

**Oceola Community Center Tours**

City of Howell	6
Oceola Twp	7
Marion Twp	6
Genoa Twp	3
Howell Twp	1
Other	7
Unknown	12
<b>TOTAL</b>	<b>42</b>

**Point of Sale Reports**

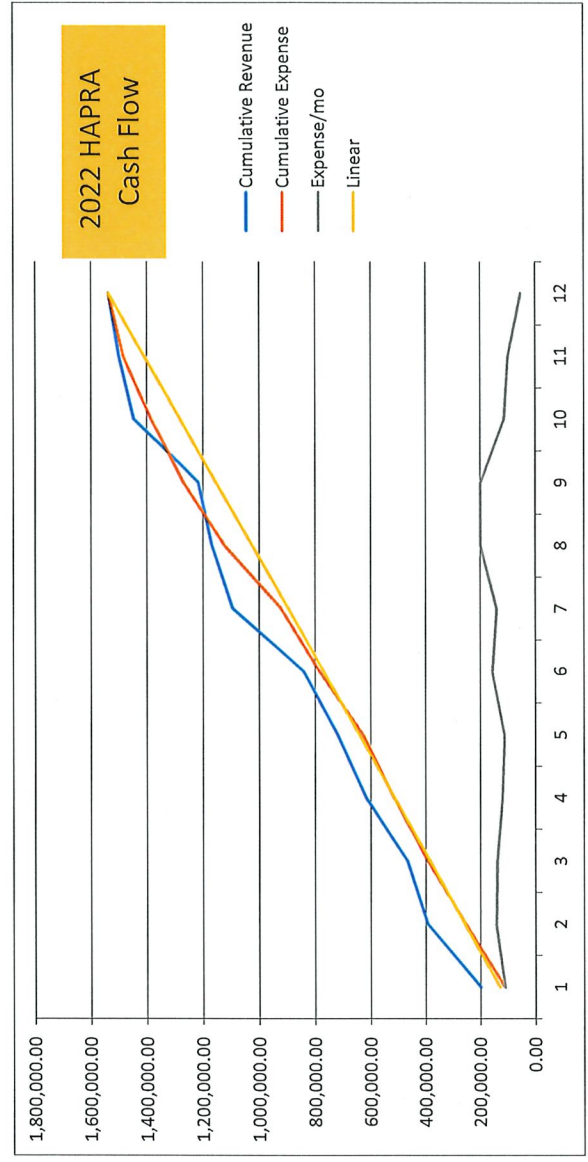
Row Labels	Sum of Total
POS Item: Community Center Drop-In Pass	4184
POS Item: Fitness Class/ Yoga Drop in	216
POS Item: Senior Fitness Class (NON- Senior membe	130
POS Item: Senior Fitness Class (Senior Center Member)	276
<b>Grand Total</b>	<b>4806</b>

Row Labels	Sum of Quantity	Sum of Cash	Sum of Credit/ Debit
Admin - Gymnasium Rental	362	1764	1132
Sports - Drop-in Fees	161	893	395
Wellness - Program Fees Fitness	136	534	88
<b>Grand Total</b>	<b>659</b>	<b>3191</b>	<b>1615</b>



Month	1	2	3	4	5	6	7	8	9	10	11	12	Budget
Cumulative Revenue	199,019.50	392,526.87	465,956.72	615,420.37	718,925.81	840,775.29	1,094,002.60	1,167,244.51	1,215,385.08	1,444,702.99	1,498,207.74	1,535,228.73	1,535,228.73
Cumulative Expense	109,963.80	252,542.09	391,939.11	512,960.95	625,439.10	782,295.89	922,330.00	1,121,227.71	1,268,370.71	1,382,824.19	1,482,058.87	1,535,228.73	1,535,228.73
Expense/mo	109,963.80	142,578.29	139,397.02	121,021.84	112,478.15	156,856.79	140,034.11	198,897.71	198,897.71	114,453.48	99,234.68	53,169.86	
Linear	127,935.73	255,871.46	383,807.18	511,742.91	639,678.64	767,614.37	895,550.09	1,023,485.82	1,151,421.55	1,279,357.28	1,407,293.00	1,535,228.73	
Cumulative Revenue %	12.96%	25.57%	30.35%	40.09%	46.83%	54.77%	71.26%	76.03%	79.17%	94.10%	97.59%	100.00%	
Cumulative Expense %	7.16%	16.45%	25.53%	33.41%	40.74%	50.96%	60.08%	73.03%	82.62%	90.07%	96.54%	100.00%	
Cumulative Surplus	89,055.70	139,984.78	74,017.61	102,459.42	93,486.71	58,479.40	171,672.60	46,016.80	(52,985.63)	61,878.80	16,148.87	0.00	

Months NOT yet reported so the financial numbers are theoretical based on annual budget



**10M**

**Parks and Recreation Committee**  
**December 14, 2022**  
**1 pm**

Present: Martha Haglund, Joe Daus, Jonathan Hohenstein

**Compensation:** The recommendation from the Committee is to compensate Martha for her time on this Committee at the same rate as the other Township committees of \$80 per meeting. Martha is looking into how grant writers are paid. If Martha is to write grants in the future for the Township compensation will need to be arranged.

**Tooley Road Park Plan:** I have had discussions with Spicer Engineering about the agreement as written and the direction from the Board on overall cost. Spicer changed the contract to reflect the Board's wishes. The new contract is attached.

It was the consensus of the Committee to have Spicer prepare concept drawings for Phase I of the Tooley Road park plan. The Committee used the Recreation Master Plan 2019-2023 to determine what Phase I of the park will contain. A small map has been included.

Phase I is to consist of the following:

A paved walking path around the high land of the property avoiding the disturbance of natural areas as much as possible. The path around the perimeter may need to be completed in phases due to cost constraints. The path should also take into consideration the location of existing homes.

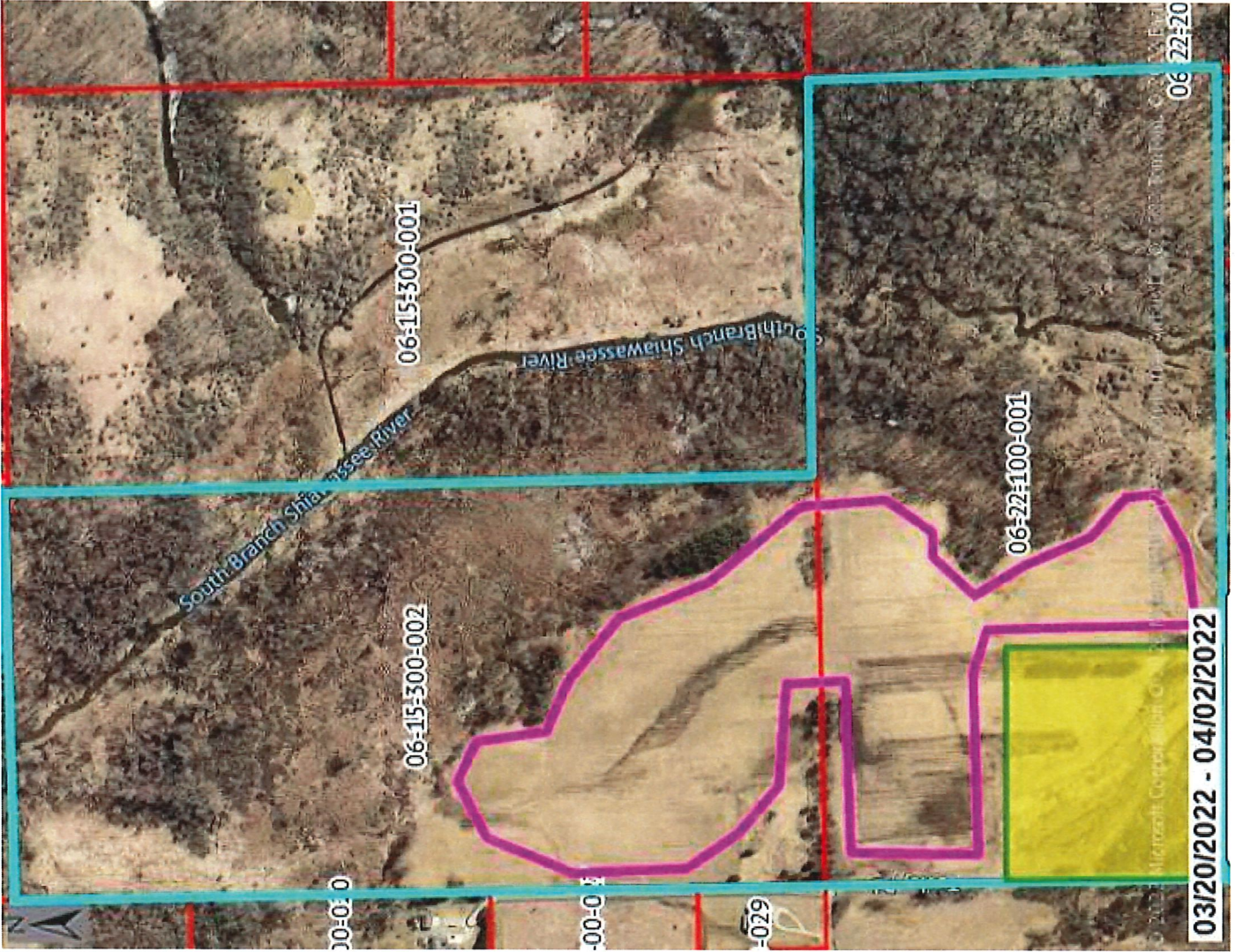
Since ADA access and compliance was a priority for this project, it should include a small gravel parking area with several handicap parking spots with locations for port-a-johns.

Working with the contracted farmer, plant seeds of native perennials, wild flowers, and meadow grasses for the currently farmed area. This would require that the farming contract be terminated.

The Committee sees future phases of the walking path that branch off from the paved path that are more rugged and natural.

Respectfully submitted,

Jonathan Hohenstein





December 16, 2022

Jonathan Hohenstein, Treasurer  
Howell Township  
3525 Byron Road  
Howell, Michigan 48855

Re: Township Hall & Park Development, Tooley Road  
Howell Township, Livingston County, MI  
Letter Agreement for Professional Services

Dear Jonathan:

Thank you for allowing us to work with Howell Township and to be part of creating a conceptual plan for the 160 acre vacant parcel located on Tooley Road as well as grant research for funding opportunities.

Spicer Group has excellent experience with projects similar to the development of the Township Hall and park in Howell Township. We have previously assisted many communities in planning their parks, park facilities, and trails to bring their vision to reality. We have then assisted those same communities with funding the proposed improvements.

**PROJECT UNDERSTANDING**

Howell Township wishes to create a preliminary design for a conceptual layout which includes a proposed building of 10,000sft and associated parking lot along the southwest corner of the southerly parcel.

**SCOPE OF SERVICES**

Spicer Group's proposed services are listed below.

- I. Conceptual Design Township Park
  - a. Attend a coordination meeting with the Township to discuss park concept plan.
  - b. Develop a two conceptual plan alternatives that would include the features that the Township would like to see in park.
  - c. Prepare final concept rendered park plan
  - d. Develop preliminary cost estimate for grant eligible items.
  
- II. Grant Funding Investigation
  - a. Review, complete, and submit SPARK's application (round two, 2023).
  - b. Review other Michigan Department of Natural Resources (MDNR) grant funding options with the Township.
  - c. Investigate other possible funding opportunities and share them with the Township.

**SERVICES NOT INCLUDED**

The following services are not included in this proposal, however, may be necessary to complete. If we find this to be the case, we will notify you, discuss it and seek your approval prior to commencing with the work.

- A. EGLE Permits: At this time, we don't foresee EGLE permitting is necessary for this project.
- B. Geotechnical Investigation: Soil borings are not included in this proposal.
- C. Permit Fee: Permit fees are not included in this proposal. Any permit fees would be paid by the City.

**ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. For convenience, we are including an authorization form. Our fee for the additional services will be determined at the time they are agreed to and rendered.

**FEE**

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses. The fee for the Conceptual Designs and Grant Funding Investigation is hourly and our invoices will be based on the hourly rates of our personnel assigned to this project applied to the time they spend on it.

- I. Conceptual Design Township Park: Standard hourly rate not to exceed \$2,000
- II. Grant Funding Investigation : Standard hourly rate not to exceed \$3,000

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding is incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge with an authorized signature below. Please return one executed copy to us and maintain the other for your records.


We deeply appreciate your confidence in Spicer Group and look forward to working with you on this project.

Sincerely,

Howell Township Hall & Park Design  
December 6, 2022  
Page 3 of 3



**Phil Westmoreland, PE**  
Principal in Charge



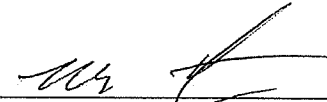
**John Bradley, E.I.T**  
Project Manager  
**SPICER GROUP, INC.**  
1595 W. Lake Lansing Rd  
Suite 200  
East Lansing, MI 48823  
Phone: (517) 325-9977  
mailto: [johnbradley@spicergroup.com](mailto:johnbradley@spicergroup.com)

Cc: SGI File

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Above proposal accepted and approved  
by Owner.

**HOWELL TOWNSHIP**

By:   
Authorized Signature

Date: 12-19-22

12



**Howell Township**  
**Invoice and Check Registers**  
**As of 12/31/2022**

User: BRENT KILPELA  
 DB: Howell Twp  
 Inv Num Vendor Description  
 Inv Ref# GL Distribution  
 Entered By  
 Due Date  
 Inv Amt  
 Amt Due  
 Status  
 Jrnalized Post Date

OE-52980-1	SMART BUSINESS SOURCE, LLC	07/13/2022	08/13/2022	260.75	0.00	Paid	Y	07/13/2022
21110	PAPER, FOLDERS	BRENT KILPELA						
	101-265-727.01	TWP HALL OFFICE SUPPLIES EXPENSE		260.75				
09527	LEPPER LANDSCAPES & NURSERY	11/21/2022	12/01/2022	1,375.00	0.00	Paid	Y	11/21/2022
21536	OCTOBER LAWN MAINT	BRENT KILPELA						
	101-265-931.00	TWP HALL GROUND CARE EXPENSE		1,375.00				
65447	MICRO WORKS COMPUTING, INC	11/17/2022	12/07/2022	1,045.50	0.00	Paid	Y	11/21/2022
21537	EMAIL BOX RENEWALS	BRENT KILPELA						
	101-265-728.00	TWP HALL COMPUTER SUPPORT EXPENSE		1,045.50				
11/14/2022	DTE ENERGY	11/14/2022	12/06/2022	37.73	0.00	Paid	Y	11/21/2022
21538	271 E HIGHLAND NOV 2022	BRENT KILPELA						
	592-538-920.00	WWTTP ELECTRICITY EXPENSE		37.73				
217758	SPICER GROUP	11/15/2022	12/15/2022	1,505.50	0.00	Paid	Y	11/21/2022
21539	DESIGN WWTTP UV	BRENT KILPELA						
	592-538-801.02	SEWER FUND AUDITS/STUDIES EXPENSE		1,505.50				
217757	SPICER GROUP	11/21/2022	12/15/2022	5,063.50	0.00	Paid	Y	11/21/2022
21540	BD Bond Refund	BRENT KILPELA						
	101-000-203.00	BSP20-0003		5,063.50				
10713	TRUE VALUE HARDWARE	11/28/2022	12/15/2022	41.60	0.00	Paid	Y	11/29/2022
21541	GARDEN HOSE, TOOLS, FASTENERS	BRENT KILPELA						
	592-538-956.00	WWTTP MISCELLANEOUS EXPENSE		41.60				
207058335363	CONSUMERS ENERGY	11/19/2022	12/19/2022	484.56	0.00	Paid	Y	11/29/2022
21542	2571 OAKGROVE NOV 2022	BRENT KILPELA						
	592-538-922.00	WWTTP NATURAL GAS EXPENSE		484.56				
530369068	UIS SCADA	11/25/2022	12/25/2022	234.00	0.00	Paid	Y	11/29/2022
21543	REINSTALL CALIBRATED FLOW METER	BRENT KILPELA						
	592-538-930.00	WWTTP PLANT EQUIPMENT REPAIR EXPENSE		234.00				
201452624874	CONSUMERS ENERGY	11/19/2022	12/14/2022	417.13	0.00	Paid	Y	11/29/2022
21544	1222 PACKARD DR NOV 2022	BRENT KILPELA						
	592-538-922.00	WWTTP NATURAL GAS EXPENSE		417.13				

User: BRENT KILPELA  
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date

206080082785	CONSUMERS ENERGY	11/18/2022	12/14/2022	27.39	0.00	Paid	Y
21545	391 N BURKHART NOV 2022	BRENT KILPELA					11/29/2022
	592-538-922.00	WWTP NATURAL GAS EXPENSE		27.39			

202520523175	CONSUMERS ENERGY	11/19/2022	12/19/2022	507.15	0.00	Paid	Y
21546	NOVEMBER 2022	BRENT KILPELA					11/29/2022
	101-265-922.00	TWP HALL NATURAL GAS EXPENSE		507.15			

5807	PERFECT MAINTENANCE	11/27/2022	12/27/2022	195.00	0.00	Paid	Y
21547	DECEMBER CLEANING	BRENT KILPELA					12/01/2022
	101-265-775.00	TWP HALL OFFICE CLEANING EXPENSE		195.00			

001447033636	MUTUAL OF OMAHA INSURANCE COMPANY	11/16/2022	12/15/2022	150.88	0.00	Paid	Y
21548	DECEMBER 2022	BRENT KILPELA					12/01/2022
	101-265-721.00	TWP HALL LIFE INSURANCE EXPENSE		150.88			

331631258	PITNEY BOWES GLOBAL FINANCIAL SERV.	11/25/2022	12/29/2022	403.98	0.00	Paid	Y
21549	QUARTERLY RENTAL 9/30 -12/29/2022	BRENT KILPELA					11/29/2022
	101-265-930.01	TWP HALL OFFICE EQUIPMENT & REPAIR		403.98			

11/22/2022	COMCAST	11/22/2022	12/13/2022	873.62	0.00	Paid	Y
21550	DECEMBER 2022	BRENT KILPELA					12/01/2022
	101-265-850.00	TWP HALL TELEPHONE EXPENSE		873.62			

3452	COMPLETE OUTDOOR SERVICES, INC.	11/28/2022	12/13/2022	845.00	0.00	Paid	Y
21551	CEMETERY MAINTENANCE (8 OF 8)	BRENT KILPELA					12/01/2022
	101-276-931.00	GROUNDS CARE & MAINT.		845.00			

12/1/2022	HOWELL PUBLIC SCHOOLS	12/01/2022	12/01/2022	2,636.66	0.00	Paid	Y
21552	2022 SUMMER TAXES 11/16 - 11/30/20	BRENT KILPELA					12/01/2022
	703-000-225.00	TAX DUE TO HOWELL SCHIS DEBT SUMMER		2,636.66			

12/1/2022	HOWELL PUBLIC SCHOOLS	12/01/2022	12/01/2022	9,355.11	0.00	Paid	Y
21553	2022 SUMMER TAXES 11/16 - 11/30/20	BRENT KILPELA					12/01/2022
	703-000-225.01	TAX DUE TO HOWELL SCHIS OPER SUMMER		9,355.11			

12/1/2022	LIVINGSTON COUNTY TREASURER	12/01/2022	12/01/2022	5,752.81	0.00	Paid	Y
21554	2022 SUMMER TAXES 11/16 - 11/30/20	BRENT KILPELA					12/01/2022
	703-000-228.01	TAX DUE TO COUNTY SET SUMMER		5,752.81			

User: BRENT KILPELA  
 DB: Howell TWP

Inv Num	Vendor Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
12/1/2022	LIV EDUC SERVICE AGENCY	12/01/2022	12/01/2022	3,070.25	0.00	Paid	Y 12/01/2022
21555	2022 SUMMER TAXES 11/16 - 11/30/20	BRENT KILPELA					
	703-000-227.00	TAX DUE TO IESA SUMMER		3,070.25			
12/1/2022	LIVINGSTON COUNTY TREASURER	12/01/2022	12/01/2022	3,076.67	0.00	Paid	Y 12/01/2022
21556	2022 SUMMER TAXES 11/16 - 11/30/20	BRENT KILPELA					
	703-000-228.00	TAX DUE TO COUNTY SUMMER		3,076.67			
12/01/2022	MICHIGAN TITLE INSURANCE AGENCY INC	12/01/2022	12/08/2022	15.66	0.00	Paid	Y 12/01/2022
21557	2022 Sum Tax Refund 4706-10-301-00	BRENT KILPELA					
	703-000-214.10	TAX DUE TO TAXPAYERS		15.66			
12/1/2022	LIVINGSTON COUNTY TREASURER	12/01/2022	12/01/2022	23.50	0.00	Paid	Y 12/01/2022
21558	DOG LICENSES	BRENT KILPELA					
	701-000-238.00	TRUST DUE TO COUNTY DOG LICENSE		23.50			
12/1/2022	LIVINGSTON COUNTY TREASURER	12/01/2022	12/01/2022	762.50	0.00	Paid	Y 12/01/2022
21559	MOBILE HOME FEES	BRENT KILPELA					
	701-000-239.00	TRUST MOBILE HOME TAX PAYABLE		762.50			
150560912	AT&T	11/19/2022	12/11/2022	269.10	0.00	Paid	Y 12/01/2022
21565	DECEMBER 2022	BRENT KILPELA					
	592-538-850.00	WWTP TELEPHONE EXPENSE		269.10			
121800	BYRUM ACE HARDWARE	12/01/2022	12/15/2022	59.99	0.00	Paid	Y 12/01/2022
21566	UTILITY PUMP	BRENT KILPELA					
	592-538-956.00	WWTP MISCELLANEOUS EXPENSE		59.99			
7477	FAHEY SCHULTZ BURZYCH RHODES PLC	11/30/2022	12/28/2022	1,954.50	0.00	Paid	Y 12/05/2022
21567	GENERAL	BRENT KILPELA					
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		1,954.50			
7478	FAHEY SCHULTZ BURZYCH RHODES PLC	11/30/2022	12/28/2022	707.00	0.00	Paid	Y 12/05/2022
21568	ZONING	BRENT KILPELA					
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		707.00			
7479	FAHEY SCHULTZ BURZYCH RHODES PLC	11/30/2022	12/28/2022	182.50	0.00	Paid	Y 12/05/2022
21569	PERSONAL PROPERTY TAX COLL	BRENT KILPELA					
	101-253-801.01	TREASURER LEGAL EXPENSE		182.50			

User: BRENT KILPELA  
 DB: Howell Twp  
 Inv Num Vendor  
 Inv Ref# Description  
 GL Distribution

Inv Date Entered By  
 Due Date  
 Inv Amt  
 Amt Due  
 Status  
 Jnlized Post Date

7480	FAHEY SCHULTZ BURZYCH RHODES PLC	11/30/2022	BRENT KILPELA	12/28/2022	2,290.00	0.00	Paid	Y	12/05/2022
21570	OAKLAND TACTICAL								
	101-268-801.01				2,290.00				
7481	FAHEY SCHULTZ BURZYCH RHODES PLC	11/30/2022	BRENT KILPELA	12/28/2022	2,670.00	0.00	Paid	Y	12/05/2022
21571	BURKHART ROAD ASSOC								
	101-268-801.01				2,670.00				
INV-11823	UTS ACCOUNTING DEPT	12/02/2022	BRENT KILPELA	12/31/2022	170.60	0.00	Paid	Y	12/05/2022
21572	PHONE SYSTEM SOFTWARE UPGRADE								
	101-265-850.00				170.60				
10253	K & J ELECTRIC, INC	11/15/2022	BRENT KILPELA	12/15/2022	763.00	0.00	Paid	Y	12/05/2022
21573	REPLACE CT METER HOUSING								
	592-538-930.00				763.00				
22-746.3	CSM MECHANICAL, LLC	11/30/2022	BRENT KILPELA	12/30/2022	1,583.56	0.00	Paid	Y	12/05/2022
21574	AIR DRYER INSTALLATION								
	285-000-853.00				1,583.56				
1122-127482	BRIGHTON ANALYTICAL	11/21/2022	BRENT KILPELA	12/21/2022	30.00	0.00	Paid	Y	12/05/2022
21575	CHLORIDE SULFATE								
	592-538-729.00				30.00				
634196	KENNEDY INDUSTRIES INC	12/02/2022	BRENT KILPELA	12/31/2022	3,800.00	0.00	Paid	Y	12/05/2022
21576	FLYGHPT PUMP +1 PROGRAM YEAR 5								
	592-538-801.00				3,800.00				
11082018-490	GENOA TOWNSHIP DPW	12/01/2022	BRENT KILPELA	12/31/2022	27,886.99	0.00	Paid	Y	12/05/2022
21577	DECEMBER 2022								
	592-538-801.00				27,886.99				
12/2/2022	ANGELA GUILLEN	12/02/2022	BRENT KILPELA	12/31/2022	148.63	0.00	Paid	Y	12/05/2022
21578	DEPUTY CLERK EXPENSES								
	101-215-860.00				148.63				
12/5/2022	JEAN GRAHAM	12/05/2022	BRENT KILPELA	12/15/2022	550.58	0.00	Paid	Y	12/05/2022
21579	CLERK EXPENSES								
	101-215-860.00				550.58				

User: BRENT KILPELA  
 DB: Howell Twp  
 Inv Num Vendor  
 Inv Ref# Description  
 GL Distribution

Inv Num	Vendor	Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	GL Distribution		Entered By					Post Date
215122								
21581	SPICER GROUP	CEMETERY STUDY	07/12/2022	12/06/2022	2,701.54	0.00	Paid	Y
	101-276-931.00	CEMETERY GROUNDS CARE & MAINT EXPENSE			2,701.54			12/05/2022
12/5/2022								
21582	BRENT KILPELA	ASSESSOR EXPENSES	12/05/2022	12/15/2022	119.26	0.00	Paid	Y
	101-257-860.00	ASSESSING MILEAGE & EXPENSES			21.88			12/05/2022
	101-257-957.00	ASSESSING DUES & SUBSCRIPTION EXPENSE			97.38			
12/5/2022								
21583	MITCHIGAN ASSOC OF MUNICIPAL CLKS	JEAN GRAHAM 2023 MEMBERSHIP	12/05/2022	12/31/2022	75.00	0.00	Paid	Y
	101-215-957.00	CLERK DUES & SUBSCRIPTION EXPENSE			75.00			12/05/2022
12/5/2022								
21584	MITCHIGAN ASSOC OF MUNICIPAL CLKS	ANGELA GUILLEN 2023 MEMBERSHIP	12/05/2022	12/31/2022	75.00	0.00	Paid	Y
	101-215-957.00	CLERK DUES & SUBSCRIPTION EXPENSE			75.00			12/05/2022
200373875464								
21585	DTE ENERGY	STREETLIGHTS	11/30/2022	12/31/2022	570.15	0.00	Paid	Y
	101-268-920.00	TWP AT LARGE STREETLIGHT EXPENSE			570.15			12/05/2022
11/7/2022								
21586	PURCHASE POWER	PREPAID POSTAGE	11/07/2022	12/08/2022	1,318.38	0.00	Paid	Y
	101-000-123.00	GEN FUND PREPAID EXPENSES			1,318.38			12/05/2022
65507								
21587	MICRO WORKS COMPUTING, INC	DEPUTY CLERK DESKTOP UPDATES	11/29/2022	12/19/2022	75.00	0.00	Paid	Y
	101-265-728.01	TWP HALL IT SUPPORT EXPENSE			75.00			12/05/2022
65530								
21588	MICRO WORKS COMPUTING, INC	REPAIR LAPTOP	11/30/2022	12/20/2022	204.00	0.00	Paid	Y
	101-265-728.01	TWP HALL IT SUPPORT EXPENSE			204.00			12/05/2022
65537								
21589	MICRO WORKS COMPUTING, INC	SECONDARY LOGIN FOR MHOG	11/30/2022	12/20/2022	75.00	0.00	Paid	Y
	101-265-728.01	TWP HALL IT SUPPORT EXPENSE			75.00			12/05/2022
320696								
21590	APEX SOFTWARE	ANNUAL MAINTENANCE	11/27/2022	12/27/2022	470.00	0.00	Paid	Y
	101-265-728.00	TWP HALL COMPUTER SUPPORT EXPENSE			470.00			12/05/2022

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

01/03/2023 01:04 PM  
 User: BRENT KILPELA  
 DB: Howell TWP  
 Inv Num Vendor  
 Inv Ref# Description  
 GI Distribution

Inv Num	Vendor	Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Inlized
0005152220	LIVINGSTON DAILY PRESS & ARGUS		12/01/2022	12/20/2022	140.00	0.00	Paid	Y
21599	NOVEMBER PUBLICATIONS	BRENT KILPELA						
	101-247-900.00	BOARD OF REVIEW PRINTING & PUB EXP			60.00			
	101-101-900.00	TWP BOARD PRINT & PUBL EXPENSE			80.00			
PC-226329	PRINTING SYSTEMS		12/08/2022	12/31/2022	44.62	0.00	Paid	Y
21600	STICKERS	BRENT KILPELA						
	101-262-727.00	ELECTION SUPPLIES EXPENSE			44.62			
22414080	GUARDIAN ALARM		12/12/2022	12/31/2022	857.40	0.00	Paid	Y
21601	ALARM MAINTENANCE (1/1/23-6/30/23)	BRENT KILPELA						
	101-265-930.01	TWP HALL OFFICE EQUIPMENT & REPAIR			857.40			
24860504	GRANGER WASTE SERVICES		11/30/2022	12/25/2022	24.08	0.00	Paid	Y
21602	DECEMBER 2022	BRENT KILPELA						
	101-265-775.00	TWP HALL OFFICE CLEANING EXPENSE			24.08			
59744541	ABSOPURE		11/30/2022	12/31/2022	12.00	0.00	Paid	Y
21603	COOLER RENTAL	BRENT KILPELA						
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE			12.00			
88626632	ABSOPURE		11/22/2022	12/31/2022	47.50	0.00	Paid	Y
21604	5 BOTTLES OF WATER	BRENT KILPELA						
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE			47.50			
10825	LIVINGSTON COUNTY CLERK		11/29/2022	12/31/2022	2,258.38	0.00	Paid	Y
21605	HOWELL TWP ELECTION	BRENT KILPELA						
	101-262-930.00	ELECTION EQUIP REPAIR EXPENSE			2,100.00			
	101-262-900.00	ELECTION PRINTING & PUBL EXPENSE			99.16			
	101-262-727.00	ELECTION SUPPLIES EXPENSE			59.22			
12/2/2022	DTE ENERGY		12/02/2022	12/27/2022	547.02	0.00	Paid	Y
21606	2571 OAKGROVE DEC 2022	BRENT KILPELA						
	592-538-920.00	WWTP ELECTRICITY EXPENSE			547.02			
12/6/2022	DTE ENERGY		12/06/2022	12/28/2022	158.44	0.00	Paid	Y
21607	1009 N BURKHART DEC 2022	BRENT KILPELA						
	592-538-920.00	WWTP ELECTRICITY EXPENSE			158.44			
12/6/2022	DTE ENERGY		12/06/2022	12/28/2022	325.61	0.00	Paid	Y
21608	391 N BURKHART DEC 2022	BRENT KILPELA						
	592-538-920.00	WWTP ELECTRICITY EXPENSE			325.61			

User: BRENT KILPELA  
DB: Howell Twp

Inv Ref#	Vendor Description	Inv Num	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
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12/13/2022	MICHIGAN ASSOC OF MUNICIPAL CLKS		12/13/2022	12/31/2022	650.00	0.00	Paid	12/13/2022
	ANGELA GUILLEN REGISTRATION		BRENT KILPELA					
	101-215-720.00		CLERK EDUCATION EXPENSE		650.00			

12/19/2022	HOWELL PUBLIC SCHOOLS		12/19/2022	12/19/2022	1,352.07	0.00	Paid	12/19/2022
	2022 SUMMER TAXES 12/1 - 12/15/202		BRENT KILPELA					
	703-000-225.00		TAX DUE TO HOWELL SCHLS DEBT SUMMER		1,352.07			

12/19/2022	HOWELL PUBLIC SCHOOLS		12/19/2022	12/19/2022	4,356.43	0.00	Paid	12/19/2022
	2022 SUMMER TAXES 12/1 - 12/15/202		BRENT KILPELA					
	703-000-225.01		TAX DUE TO HOWELL SCHLS OPER SUMMER		4,356.43			

12/19/2022	LIVINGSTON COUNTY TREASURER		12/19/2022	12/19/2022	2,950.07	0.00	Paid	12/19/2022
	2022 SUMMER TAXES 12/1 - 12/15/202		BRENT KILPELA					
	703-000-228.01		TAX DUE TO COUNTY SET SUMMER		2,950.07			

12/19/2022	LIV EDUC SERVICE AGENCY		12/19/2022	12/19/2022	1,574.39	0.00	Paid	12/19/2022
	2022 SUMMER TAXES 12/1 - 12/15/202		BRENT KILPELA					
	703-000-227.00		TAX DUE TO LEESA SUMMER		1,574.39			

12/19/2022	LIVINGSTON COUNTY TREASURER		12/19/2022	12/19/2022	1,577.68	0.00	Paid	12/19/2022
	2022 SUMMER TAXES 12/1 - 12/15/202		BRENT KILPELA					
	703-000-228.00		TAX DUE TO COUNTY SUMMER		1,577.68			

12/19/2022	BUTCHER CHARLES		12/19/2022	12/26/2022	101.50	0.00	Paid	12/19/2022
	2022 Sum Tax Refund 4706-12-400-02		BRENT KILPELA					
	703-000-214.10		TAX DUE TO TAXPAYERS		101.50			

12/19/2022	CORELOGIC CENTRALIZED REFUNDS		12/19/2022	12/26/2022	542.52	0.00	Paid	12/19/2022
	2022 Sum Tax Refund 4706-28-402-11		BRENT KILPELA					
	703-000-214.10		TAX DUE TO TAXPAYERS		542.52			

12/19/2022	THE TORO COMPANY		12/19/2022	12/26/2022	3,803.47	0.00	Paid	12/19/2022
	2022 Sum Tax Refund 4706-99-001-27		BRENT KILPELA					
	703-000-214.10		TAX DUE TO TAXPAYERS		3,803.47			

12/19/2022	CORELOGIC CENTRALIZED REFUNDS		12/19/2022	12/26/2022	964.88	0.00	Paid	12/19/2022
	2022 Sum Tax Refund 4706-14-300-01		BRENT KILPELA					
	703-000-214.10		TAX DUE TO TAXPAYERS		964.88			



INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

01/03/2023 01:04 PM  
 User: BRENT KILPELA  
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 Inv Ref#

Inv Num	Vendor Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
12/19/2022	LIVINGSTON COUNTY TREASURER			12/19/2022	19,683.82	0.00	Paid	Y 12/19/2022
21619	2022 WINTER TAXES 12/1 - 12/15/202							
	703-000-228.90	TAX DUE TO COUNTY WINTER			19,683.82			
12/19/2022	HOWELL PUBLIC SCHOOLS			12/19/2022	70,461.78	0.00	Paid	Y 12/19/2022
21620	2022 WINTER TAXES 12/1 - 12/15/202							
	703-000-225.91	TAX DUE TO HOWELL SCHLS DEBT WINTER			70,461.78			
12/19/2022	HOWELL CARNEGIE LIBRARY			12/19/2022	26,308.26	0.00	Paid	Y 12/19/2022
21621	2022 WINTER TAXES 12/1 - 12/15/202							
	703-000-223.90	TAX DUE TO HOWELL LIBRARY WINTER			26,308.26			
12/19/2022	FOWLERVILLE SCHOOLS			12/19/2022	6,249.70	0.00	Paid	Y 12/19/2022
21622	2022 WINTER TAXES 12/1 - 12/15/202							
	703-000-226.91	TAX DUE TO FOWL SCHLS DEBT WINTER			6,249.70			
12/19/2022	FOWLERVILLE DIST LIBRARY			12/19/2022	864.44	0.00	Paid	Y 12/19/2022
21623	2022 WINTER TAXES 12/1 - 12/15/202							
	703-000-223.91	TAX DUE TO FOWL LIBRARY WINTER			864.44			
12/19/2022	HOWELL AREA FIRE AUTHORITY			12/19/2022	37,096.95	0.00	Paid	Y 12/19/2022
21624	2022 WINTER TAXES 12/1 - 12/15/202							
	703-000-234.90	TAX DUE TO HOWELL FIRE WINTER			37,096.95			
2167550	CARLISLE WORTMAN ASSOC, INC.			12/14/2022	2,082.50	0.00	Paid	Y 12/19/2022
21625	GENERAL CONSULTATION							
	101-701-801.00	PLANNING CONTRACTED PLANNER EXPENSE			2,082.50			
12/19/2022	BRENT KILPELA			12/19/2022	131.97	0.00	Paid	Y 12/19/2022
21626	2022 TAX FORMS W2 & 1099							
	101-265-727.01	TWP HALL OFFICE SUPPLIES EXPENSE			131.97			
OE-59434-1	SMART BUSINESS SOURCE, LLC			12/19/2022	43.08	0.00	Paid	Y 12/19/2022
21628	3 DATE STAMPERS							
	101-265-727.01	TWP HALL OFFICE SUPPLIES EXPENSE			43.08			
OE-59366-1	SMART BUSINESS SOURCE, LLC			12/15/2022	38.93	0.00	Paid	Y 12/19/2022
21629	1 DATE STAMPER, NOTEBOOKS(2)							
	101-265-727.01	TWP HALL OFFICE SUPPLIES EXPENSE			38.93			

User: BRENT KILPELA  
 DB: Howell Twp  
 Inv Num Vendor Description  
 Inv Ref# GL Distribution

Inv Num	Vendor Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
12/8/2022	ANGELA GUILLEN	12/19/2022	12/20/2022	21.50	0.00	Paid	Y 12/19/2022
21630	DEPUTY CLERK MILEAGE 101-215-860.00	BRENT KILPELA CLERK MILEAGE & EXPENSES		21.50			
324255	PVS TECHNOLOGIES, INC FERRIC CHLORIDE 592-538-729.00	12/08/2022 BRENT KILPELA WWTP CHEMICALS EXPENSE	12/20/2022	6,305.99	0.00	Paid	Y 12/19/2022
19804	COOPER'S TURF MANAGEMENT LANDSCAPE RESTORATION PS#71 285-000-853.00	11/30/2022 BRENT KILPELA ARPA FUND SEWER EXPENSE	12/15/2022	1,445.00	0.00	Paid	Y 12/19/2022
22-937	CSM MECHANICAL, LLC FINE SCREEN REPLACEMENT 285-000-853.00	12/06/2022 BRENT KILPELA ARPA FUND SEWER EXPENSE	12/26/2022	1,618.44	0.00	Paid	Y 12/19/2022
21633	BRENT KILPELA						
1399	BRENT KILPELA						
21634	BRENT KILPELA						
12/01/2022	BRENT KILPELA						
21635	BRENT KILPELA						
12/01/2022	BRENT KILPELA						
21636	BRENT KILPELA						
12/01/2022	BRENT KILPELA						
21637	BRENT KILPELA						
12/01/2022	BRENT KILPELA						
21638	BRENT KILPELA						
12/01/2022	BRENT KILPELA						
21639	BRENT KILPELA						
12/01/2022	BRENT KILPELA						

User: BRENT KILPELA  
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 Inv Ref# GL Distribution  
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 Due Date  
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12/01/2022	21640	HOWELL TOWNSHIP 4706-22-300-047 DRAIN ASSESSMENT 592-538-956.00	12/19/2022 BRENT KILPELA WWTTP MISCELLANEOUS EXPENSE	12/20/2022	26.19	0.00	Paid	Y	12/19/2022
12/12/2022	21641	DTE ENERGY 3888 OAKGROVE RD DEC 2022 592-538-920.00	12/12/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/31/2022	213.93	0.00	Paid	Y	12/19/2022
12/12/2022	21642	DTE ENERGY 1222 PACKARD DR DEC 2022 592-538-920.00	12/12/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/31/2022	4,604.61	0.00	Paid	Y	12/19/2022
12/14/2022	21643	DTE ENERGY 2700 TOOLEY RD DEC 2022 592-538-920.00	12/14/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/31/2022	163.71	0.00	Paid	Y	12/19/2022
12/15/2022	21644	DTE ENERGY 271 E HIGHLAND RD DEC 2022 592-538-920.00	12/15/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/31/2022	58.64	0.00	Paid	Y	12/19/2022
12/12/2022	21645	DTE ENERGY 2559 W GRAND RIVER DEC 2022 592-538-920.00	12/12/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/31/2022	210.03	0.00	Paid	Y	12/19/2022
12/12/2022	21646	DTE ENERGY 1216 PACKARD DR DEC 2022 592-538-920.00	12/12/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/31/2022	189.31	0.00	Paid	Y	12/19/2022
12/12/2022	21647	DTE ENERGY 1034 AUSTIN CT DEC 2022 592-538-920.00	12/12/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/20/2022	373.10	0.00	Paid	Y	12/19/2022
12/12/2022	21648	DTE ENERGY 1575 N BURKHART DEC 2022 592-538-920.00	12/12/2022 BRENT KILPELA WWTTP ELECTRICITY EXPENSE	12/25/2022	527.42	0.00	Paid	Y	12/19/2022
12/14/2022	21649	MHOG UTILITIES 3280 W GRAND RIVER NEW SERVICE INS 592-536-775.00	12/14/2022 BRENT KILPELA SEWER FUND REPAIR & IMPROVE EXPENSE	12/20/2022	3,500.00	0.00	Paid	Y	12/19/2022

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

01/03/2023 01:04 PM  
 User: BRENT KILPELA  
 DB: Howell Twp  
 Inv Num  
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21650 COMPLETE BATTERY SOURCE 12/07/2022 12/20/2022 119.95 0.00 Paid Y  
 1 BATTERY FOR HOWELL TOWNSHIP BRENT KILPELA  
 592-538-930.01 WWTTP COLLECTION SYSTEM REPAIR EXPENSE 119.95

1222-127729

21651 BRIGHTON ANALYTICAL 12/07/2022 12/20/2022 27.00 0.00 Paid Y  
 ANIONS(CHLORIDE SULFATE) BRENT KILPELA  
 592-538-729.00 WWTTP CHEMICALS EXPENSE 27.00

123240

21652 BYRUM ACE HARDWARE 12/14/2022 12/20/2022 64.98 0.00 Paid Y  
 GENOA TWP ACCOUNT BRENT KILPELA  
 592-538-956.00 WWTTP MISCELLANEOUS EXPENSE 64.98

121870

21653 BYRUM ACE HARDWARE 12/02/2022 12/20/2022 15.99 0.00 Paid Y  
 GENOA TWP ACCOUNT BRENT KILPELA  
 592-538-956.00 WWTTP MISCELLANEOUS EXPENSE 15.99

65616

21654 MICRO WORKS COMPUTING, INC 12/16/2022 12/31/2022 75.00 0.00 Paid Y  
 SERVER UPDATES BRENT KILPELA  
 101-265-728.01 TWP HALL IT SUPPORT EXPENSE 75.00

65595

21655 MICRO WORKS COMPUTING, INC 12/16/2022 12/31/2022 37.50 0.00 Paid Y  
 UPDATE CLERK PASSWORDS BRENT KILPELA  
 101-265-728.01 TWP HALL IT SUPPERT EXPENSE 37.50

12/12/2022

21656 DTE ENERGY 12/12/2022 12/31/2022 412.79 0.00 Paid Y  
 DECEMBER 2022 BRENT KILPELA  
 101-265-920.00 TWP HALL ELECTRICITY EXPENSE 412.79

12/01/2022

21657 HOWELL TOWNSHIP 12/19/2022 12/31/2022 33.04 0.00 Paid Y  
 PIONEER CEMETERY DRAIN ASSESSMENT BRENT KILPELA  
 101-276-931.00 CEMETERY GROUNDS CARE & MAINT EXPENSE 33.04

7340103

21658 GABRIDGE & COMPANY, PLC 12/14/2022 12/31/2022 9,800.00 0.00 Paid Y  
 BILLING JUNE 30, 2022 AUDIT BRENT KILPELA  
 101-000-237.00 AUDIT PAYABLE 9,800.00

10875

21659 TRUE VALUE HARDWARE 12/13/2022 12/31/2022 30.48 0.00 Paid Y  
 PLIER, TIN SNIPS BRENT KILPELA  
 592-538-956.00 WWTTP MISCELLANEOUS EXPENSE 30.48

User: BRENT KILPELA  
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By				Post Date
	GL Distribution					

# of Invoices:	110	# Due:	0	Totals:	310,823.97	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

*310,823.97  
 Agrees w/ the Credit Register  
 BK*

Net of Invoices and Credit Memos:

--- TOTALS BY FUND ---

101 - GENERAL FUND	41,787.81	0.00
285 - AMERICAN RESCUE PLAN ACT (A)	4,647.00	0.00
592 - SWR/WTR	61,808.04	0.00
701 - TRUST & AGENCY	786.00	0.00
703 - TAX FUND	201,795.12	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER	223,410.00	0.00
101 - TOWNSHIP BOARD	80.00	0.00
215 - CLERK	1,520.71	0.00
247 - BOARD OF REVIEW	60.00	0.00
253 - TREASURER	182.50	0.00
257 - ASSESSING	119.26	0.00
262 - ELECTIONS	2,303.00	0.00
265 - TOWNSHIP HALL	7,486.73	0.00
268 - TOWNSHIP AT LARGE	8,191.65	0.00
276 - CEMETERY	3,579.58	0.00
536 - SEWER/WATER	12,853.50	0.00
538 - WWTP	48,954.54	0.00
701 - PLANNING	2,082.50	0.00

Check Date	Bank	Check	Vendor Name	Amount
<b>Bank GEN GENERAL FUND CHECKING</b>				
12/05/2022	GEN	101001760(E)	CONSUMERS ENERGY	507.15
12/05/2022	GEN	101001761(E)	PURCHASE POWER	1,318.38
12/05/2022	GEN	18293	APEX SOFTWARE	470.00
12/05/2022	GEN	18294	COMCAST	873.62
12/05/2022	GEN	18295	COMPLETE OUTDOOR SERVICES, INC.	845.00
12/05/2022	GEN	18296	DTE ENERGY	570.15
12/05/2022	GEN	18297	FAHEY SCHULTZ BURZYCH RHODES PLC	7,804.00
12/05/2022	GEN	18298	JEAN GRAHAM	550.58
12/05/2022	GEN	18299	ANGELA GUILLEN	148.63
12/05/2022	GEN	18300	BRENT KILPELA	119.26
12/05/2022	GEN	18301	LEPPEK LANDSCAPES & NURSERY	1,375.00
12/05/2022	GEN	18302	MICHIGAN ASSOC OF MUNICIPAL CLKS	150.00
12/05/2022	GEN	18303	MICRO WORKS COMPUTING, INC	1,399.50
12/05/2022	GEN	18304	MUTUAL OF OMAHA INSURANCE COMPANY	150.88
12/05/2022	GEN	18305	PERFECT MAINTENANCE	195.00
12/05/2022	GEN	18306	PITNEY BOWES GLOBAL FINANCIAL SERV.	403.98
12/05/2022	GEN	18307	SMART BUSINESS SOURCE, LLC	260.75
12/05/2022	GEN	18308	SPICER GROUP	7,765.04
12/05/2022	GEN	18309	UTS ACCOUNTING DEPT	170.60
12/20/2022	GEN	101001762(E)	DTE ENERGY	412.79
12/20/2022	GEN	18310	ABSOPURE	59.50
12/20/2022	GEN	18311	CARLISLE WORTMAN ASSOC, INC.	2,082.50
12/20/2022	GEN	18312	GABRIDGE & COMPANY, PLC	9,800.00
12/20/2022	GEN	18313	GRANGER WASTE SERVICES	24.08
12/20/2022	GEN	18314	GUARDIAN ALARM	857.40
12/20/2022	GEN	18315	ANGELA GUILLEN	21.50
12/20/2022	GEN	18316	HOWELL TOWNSHIP	33.04
12/20/2022	GEN	18317	BRENT KILPELA	131.97
12/20/2022	GEN	18318	LIVINGSTON COUNTY CLERK	2,258.38
12/20/2022	GEN	18319	LIVINGSTON DAILY PRESS & ARGUS	140.00
12/20/2022	GEN	18320	MICHIGAN ASSOC OF MUNICIPAL CLKS	650.00
12/20/2022	GEN	18321	MICRO WORKS COMPUTING, INC	112.50
12/20/2022	GEN	18322	PRINTING SYSTEMS	44.62
12/20/2022	GEN	18323	SMART BUSINESS SOURCE, LLC	82.01

GEN TOTALS:

Total of 34 Checks:	41,787.81
Less 0 Void Checks:	0.00
Total of 34 Disbursements:	41,787.81

Bank T&A TRUST & AGENCY CHECKING

12/01/2022	T&A	3557	MHOG	14,390.00	V
			Void Reason: MHOG WANTS DIFFERENT PROCESS		
12/01/2022	T&A	3558	LIVINGSTON COUNTY TREASURER	23.50	
12/01/2022	T&A	3559	LIVINGSTON COUNTY TREASURER	762.50	

T&A TOTALS:

Total of 3 Checks:	15,176.00
Less 1 Void Checks:	14,390.00
Total of 2 Disbursements:	786.00

Bank TAX TAX CHECKING

12/01/2022	TAX	5733	HOWELL PUBLIC SCHOOLS	2,636.66
12/01/2022	TAX	5734	HOWELL PUBLIC SCHOOLS	9,355.11
12/01/2022	TAX	5735	LIV EDUC SERVICE AGENCY	3,070.25
12/01/2022	TAX	5736	MICHIGAN TITLE INSURANCE AGENCY INC	15.66
12/01/2022	TAX	5737	LIVINGSTON COUNTY TREASURER	5,752.81
12/01/2022	TAX	5738	LIVINGSTON COUNTY TREASURER	3,076.67
12/19/2022	TAX	5739	FOWLerville DIST LIBRARY	864.44
12/19/2022	TAX	5740	FOWLerville SCHOOLS	6,249.70
12/19/2022	TAX	5741	HOWELL AREA FIRE AUTHORITY	37,096.95
12/19/2022	TAX	5742	HOWELL CARNEGIE LIBRARY	26,308.26
12/19/2022	TAX	5743	HOWELL PUBLIC SCHOOLS	1,352.07
12/19/2022	TAX	5744	HOWELL PUBLIC SCHOOLS	4,356.43
12/19/2022	TAX	5745	HOWELL PUBLIC SCHOOLS	70,461.78
12/19/2022	TAX	5746	LIV EDUC SERVICE AGENCY	1,574.39
12/19/2022	TAX	5747	BUTCHER CHARLES	101.50
12/19/2022	TAX	5748	CORELOGIC CENTRALIZED REFUNDS	542.52
12/19/2022	TAX	5749	THE TORO COMPANY	3,803.47
12/19/2022	TAX	5750	CORELOGIC CENTRALIZED REFUNDS	964.88
12/19/2022	TAX	5751	LIVINGSTON COUNTY TREASURER	2,950.07
12/19/2022	TAX	5752	LIVINGSTON COUNTY TREASURER	1,577.68

Check Date	Bank	Check	Vendor Name	Amount
12/19/2022	TAX	5753	LIVINGSTON COUNTY TREASURER	19,683.82

TAX TOTALS:

Total of 21 Checks:	201,795.12
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	201,795.12

Bank UTYCK UTILITY CHECKING

12/05/2022	UTYCK	2974	BYRUM ACE HARDWARE	59.99
12/05/2022	UTYCK	2975	CSM MECHANICAL, LLC	1,583.56
12/05/2022	UTYCK	2976	GENOA TOWNSHIP DPW	27,886.99
12/05/2022	UTYCK	2977	K & J ELECTRIC, INC	763.00
12/05/2022	UTYCK	2978	KENNEDY INDUSTRIES INC	3,800.00
12/05/2022	UTYCK	2979	SPICER GROUP	1,505.50
12/05/2022	UTYCK	2980	TRUE VALUE HARDWARE	41.60
12/05/2022	UTYCK	2981	UIS SCADA	234.00
12/05/2022	UTYCK	2982	BRIGHTON ANALYTICAL	30.00
12/05/2022	UTYCK	590003705 (E)	AT&T	269.10
12/05/2022	UTYCK	590003706 (E)	CONSUMERS ENERGY	484.56
12/05/2022	UTYCK	590003707 (E)	CONSUMERS ENERGY	417.13
12/05/2022	UTYCK	590003708 (E)	CONSUMERS ENERGY	27.39
12/05/2022	UTYCK	590003709 (E)	DTE ENERGY	37.73
12/21/2022	UTYCK	2983	BYRUM ACE HARDWARE	80.97
12/21/2022	UTYCK	2984	BREVALLE PROPERTIES LLC	7,848.00
12/21/2022	UTYCK	2985	COMPLETE BATTERY SOURCE	119.95
12/21/2022	UTYCK	2986	COOPER'S TURF MANAGEMENT	1,445.00
12/21/2022	UTYCK	2987	CSM MECHANICAL, LLC	1,618.44
12/21/2022	UTYCK	2988	HOWELL TOWNSHIP	966.84
12/21/2022	UTYCK	2989	MHOG UTILITIES	3,500.00
12/21/2022	UTYCK	2990	PVS TECHNOLOGIES, INC	6,305.99
12/21/2022	UTYCK	2991	TRUE VALUE HARDWARE	30.48
12/21/2022	UTYCK	2992	BRIGHTON ANALYTICAL	27.00
12/21/2022	UTYCK	590003710 (E)	BRIGHTON ANALYTICAL	27.00 V
			Void Reason: NEEDS PAPER CHECK	
12/21/2022	UTYCK	590003711 (E)	DTE ENERGY	547.02
12/21/2022	UTYCK	590003712 (E)	DTE ENERGY	158.44
12/21/2022	UTYCK	590003713 (E)	DTE ENERGY	325.61
12/21/2022	UTYCK	590003714 (E)	DTE ENERGY	213.93
12/21/2022	UTYCK	590003715 (E)	DTE ENERGY	4,604.61
12/21/2022	UTYCK	590003716 (E)	DTE ENERGY	163.71
12/21/2022	UTYCK	590003717 (E)	DTE ENERGY	58.64
12/21/2022	UTYCK	590003718 (E)	DTE ENERGY	210.03
12/21/2022	UTYCK	590003719 (E)	DTE ENERGY	189.31
12/21/2022	UTYCK	590003720 (E)	DTE ENERGY	373.10
12/21/2022	UTYCK	590003721 (E)	DTE ENERGY	527.42

UTYCK TOTALS:

Total of 36 Checks:	66,482.04
Less 1 Void Checks:	27.00
Total of 35 Disbursements:	66,455.04

REPORT TOTALS:

Total of 94 Checks:	325,240.97
Less 2 Void Checks:	14,417.00
Total of 92 Disbursements:	310,823.97

*Agrees with Invoice  
 Register Bk*