

HOWELL TOWNSHIP BOARD

REGULAR MEETING

3525 Byron Road

Howell, MI 48855

March 4, 2024

6:30 pm

AGENDA AS AMENDED AT THE BOARD MEETING

1. Call to Order

2. Roll Call: () Mike Coddington () Matthew Counts
 () Sue Daus () Jeff Smith
 () Jonathan Hohenstein () Harold Melton
 () Bob Wilson

3. Pledge of Allegiance

4. Call to the Board

5. Approval of the Minutes:
 A. Regular Board Meeting February 12, 2024

6. Call to the Public

7. Unfinished Business:
 A. Cemetery Maintenance Bids
 B. 2024 Road Project Discussion
 C. Walking Path Maintenance

8. New Business:
 A. Operating Engineers - Sewer and Water Extension Agreements
 B. Human Resources - Recommendations
 C. ADU Ordinance Discussion
 D. Marijuana Ordinance Discussion
 E. Flag Services

9. Call to the Public

10. Reports:
 A. Supervisor B. Treasurer C. Clerk D. Zoning
 E. Assessing F. Fire Authority G. MHOG H. Planning Commission
 I. ZBA J. WWTP K. HAPRA L. Property Committee
 M. Park & Recreation Committee

11. Disbursements: Regular and Check Register

12. Adjournment

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**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**

3525 Byron Road Howell, MI 48855

February 12, 2024

6:30 P.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Also in Attendance:

Nineteen people were in the audience.

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called. Supervisor Coddington requested members rise for the Pledge of Allegiance.

CALL TO THE BOARD:

No additions

APPROVAL OF THE AGENDA:

February 12, 2024

Motion by Counts, **Second** by Smith, **“To approve the agenda as presented.”** Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

January 8, 2023

REGULAR BOARD MEETING MINUTES

Motion by Melton, **Second** by Hohenstein, **“To accept Board meeting minutes from January 8th.”** Motion carried.

CALL TO THE PUBLIC:

Tim Boal, 66 Santa Rosa Drive: Spoke about the Brewer Road drainage issue, the public nuisance ordinance, and the numerous misstatements from Bob Wilson in his email included in the Board packet

Bill Whalin, 3005 Brewer Road: Spoke about the Brewer Road drainage issue, would like regulations around chemicals applied to yards within 100 feet of waterways

Shane Fagan, 30 Santa Rosa Drive: Spoke about Santa Rosa Drive, public nuisance ordinance

Don LeChevalier, 2900 Brewer Road: Spoke about Brewer Road, ordinances

Charles Frantjeskos, 3353 Bowen Road: Spoke about his confusion around the complaint filed against him by Bob Wilson and the violation sent to him by the Township Zoning Administrator

Mike Onderchanin, 3426 Brewer Road: Spoke about the internet availability in his area

Shane Fagan, 30 Santa Rosa Drive: Spoke about Bob Wilson's complaint against Charles Frantjeskos, Santa Rosa Drive, nuisance ordinance

UNFINISHED BUSINESS:

- A. Brewer Road Drainage- As requested by Bob Wilson
Motion by Wilson, **Second** by Melton, **"To adopt an ordinance to prevent people from dumping water into a roadway and causing damage or much more doing anything that would cause damage in the roadway although Mr. Boal here has already its already in the books please enforce it I'd like to have a motion made to enforce the ordinance as I read it or make another one as how you guys would interpret it."** Discussion followed. Roll call vote: Smith – no, Counts – no, Wilson – yes, Daus – no, Melton – no, Hohenstein – no, Coddington – no. Motion failed 1-6. **Motion** by Wilson, **"To have the ordinance department enforce the ordinances on the books to stop this."** Motion received no support. Discussion followed.

NEW BUSINESS:

- A. 2022-2023 Township Audit and Financial Update
Deputy Supervisor Kilpela gave an overview of the 2022-2023 Township audit. Deputy Supervisor Kilpela gave an overview of the current Township budget ending January 31, 2024, discussed cash flow statements, and answered questions. The Board thanked Brent for his reports.

Motion by Hohenstein, **Second** by Smith, **"To deviate from the agenda to 8-D."** Motion carried.
- B. 2024 Road Improvement Discussion
Treasurer Hohenstein discussed the documents from the Road Commission and the map depicting all of the roads that have been improved since 2011. It was the consensus of the Board to get recommendations from the Road Commission for gravel road improvements and bring it back to the Board.
- C. Cemetery Maintenance Discussion
Treasurer Hohenstein discussed the need for putting the lawn maintenance of the Township cemeteries out to bid and was seeking bid criteria prior to putting the contract out to bid. It was the consensus of the Board to put a 1-year contract out to bid with the following requirements: paid per mow (including mowing, trimming, and blowing off debris from driveway), photographic proof of job completion, spring clean-up, fall clean-up, and grave reseeding. **Motion** by Wilson, **Second** by Melton, **"To have the Treasurer go out for bids."** Motion carried.
- D. Rezoning Request from OS to NSC, parcels 4706-25-200-047, 4706-25-200-048
Trustee Counts discussed the rezoning request. Engineer Patrick Cleary, Boss Engineering, discussed the request and answered questions. **Motion** by Counts, **Second** by Hohenstein, **"To approve the rezoning request from Office Service to Neighborhood Service Commercial for parcels 4706-25-200-047, 4706-25-200-048 as presented."** Roll call vote: Hohenstein – yes, Smith – yes, Counts – yes, Wilson – yes, Coddington – yes, Daus – yes, Melton – yes. Motion carried 7-0.

E. Walking Path Maintenance Proposal

Treasurer Hohenstein discussed the walking path behind the Township Hall and using an herbicide to keep the path clear. It was the consensus of the Board to get a quote on a child-safe, pet-safe product.

F. METRO Act Extension Request – ACD.net

Treasurer Hohenstein discussed the METRO Act extension request from ACD.net. **Motion** by Hohenstein, **Second** by Melton, **“To accept METRO Act right-of way permit extension from ACD.net as presented.”** Motion carried.

CALL TO THE PUBLIC:

Shane Fagan, 30 Santa Rosa Drive: Spoke on road improvements

Don LeChevalier, 2900 Brewer Road: Spoke on the nuisance ordinance, the 5 accidents on Brewer Road in front of his house, what is a safe speed to travel down a bumpy gravel road, how fast Bob Wilson drives down Brewer Road and other actions by Mr. Wilson when he drives on Brewer Road, enforcing the nuisance ordinance, how long Mr. Wilson’s lawn is, about Mr. Wilson’s Christmas lights on his roof and what it spells, Mr. Wilson shooting at all times of the night, Mr. Wilson’s other noise ordinance violations including running engines with no muffler and putting speakers in his yard and playing music and sounds at a high volume all day and night.

Shane Fagan, 30 Santa Rosa Drive: Spoke on the petition included in the Board packet for Brewer Road

Chuck Frantjeskos, 3353 Bowen Road: Wished to address Mr. Wilson and why he was targeted

REPORTS:

A. SUPERVISOR:

Supervisor Coddington reported that Zoning Administrator Joe Daus has notified the Township that he will be retiring March 1st.

B. TREASURER:

Treasurer Hohenstein reported on the sidewalk project with the City along Grand River, getting Tribar to pay their utility bills, wrote a letter to the operator of the M-59 billboard regarding a timing issue – which was corrected immediately. Answered Trustee Counts’s question regarding the drainage issues on Brewer Road.

C. CLERK:

Clerk Daus gave an update on the upcoming elections

D. ZONING:

See Zoning Administrator Daus’s report

E. ASSESSING:

See Assessor Kilpela’s report

F. FIRE AUTHORITY:

Supervisor Coddington reported on the Fire Authority

G. MHOG:

Trustee Counts reported on MHOG

H. PLANNING COMMISSION:

There was no Planning Commission meeting in January

I. ZONING BOARD OF APPEALS (ZBA):

Trustee Melton reported on the ZBA. Trustee Wilson inquired about the violations on the property behind his house and complained that Zoning Administrator Daus has bad-mouthed Mr. Wilson by informing the property owner of Mr. Wilson's complaint.

J. WWTP:

See Treasurer Hohenstein's report

K. HAPRA:

Clerk Daus reported on HAPRA

L. PROPERTY COMMITTEE:

Treasurer Hohenstein reported on the 22-acre Tooley Road property contract termination

M. PARK & RECREATION COMMITTEE:

Treasurer Hohenstein reported on Park and Recreation

DISBURSEMENTS: REGULAR PAYMENTS AND CHECK REGISTER:

Motion by Hohenstein, **Second** by Melton, "**To accept the disbursements as presented and 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 was adjourned at 8:30 pm.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

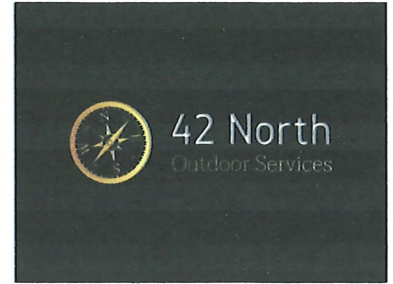
Tanya Davidson, Recording Secretary

Name:	Bid:
42 North Outdoor Services	Pioneer
	Per mow \$300.00
	Spring Clean up \$500.00
	Fall Clean up \$500.00
	Grave Re-seeding \$50.00
	Fleming
	Per mow \$200.00
	Spring Clean up \$400.00
Fall Clean up \$400.00	
Sprungtown Outdoor Services	No less than twice per month April-October
	\$750.00
Markus Farm LLC	Pioneer
	Per mow \$230.00
	Spring Clean up \$500.00
	Fall Clean up \$500.00
	Grave Re-seeding \$50.00
	Fleming
	Per mow \$230.00
	Spring Clean up \$500.00
Fall Clean up \$500.00	

ESTIMATE

42 North Outdoor Services

5987 East Lovejoy Road
Byron, MI 48418
(517) 375-5004



To:
Howell Township (Jonathan Hohenstein)
3526 Byron Road
Howell, MI 48855

Estimate # 506
Estimate Date 02/28/2024
Total Amount \$2,350.00

Item	Quantity	Price	Tax1	Tax2	Line Total
Pioneer Cemetery/Mow	1.0	\$300.00			\$300.00
Fleming Cemetery/Mow	1.0	\$200.00			\$200.00
Spring Clean up Pioneer	1.0	\$500.00			\$500.00
Spring Clean up Fleming	1.0	\$400.00			\$400.00
Fall Clean up Pioneer	1.0	\$500.00			\$500.00
Fall Clean up Fleming	1.0	\$400.00			\$400.00
Grave Reseeding/Grave	1.0	\$50.00			\$50.00

Subtotal: \$2,350.00
Tax: \$0.00
Past Due Amount: \$0.00
Total Amount: \$2,350.00

Notes

CERTIFICATE OF LIABILITY INSURANCE

01/03/2024

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

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

PRODUCER Blackmore Rowe Agency, Inc PO Box 126, 109 Saginaw St Byron, MI 48418 Beverly A. Miller AAI CISR 810-266-4892	CONTACT NAME: Beverly A. Miller AAI CISR PHONE (A/C, No, Ext): 810-266-4892 FAX (A/C, No): 810-266-4031 E-MAIL ADDRESS: bmillier@bmragency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Auto Owners Ins. Co. NAIC # 18988	
INSURER B : Michigan Workers' Compensation	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 42North Outdoor Services LLC
 Scott Riley & Michael Laplante
 5987 E Lovejoy Rd
 Byron, MI 48418

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			14179500	09/29/2023	09/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC533SB21M4X013	01/08/2024	01/08/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
	Lawn Care Services & Snow And Ice Removal - Contractor						

CERTIFICATE HOLDER

CANCELLATION

BLANKON FOR INFORMATIONAL PURPOSES ONLY ***** *****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Beverly A. Miller AAI CISR
--	---

Sprungtown Outdoor Services

10500 N Antcliff Rd.

Fowlerville MI, 48836

517 375 2422

Proposal

Date: February 21, 2024

Re: Pioneer & Fleming Cemetery Maintenance proposal

To: Howell Township

3525 Byron Rd. Howell MI 48855

From: Sprungtown Outdoor Services (Jonathan Black)

10500 N Antcliff Rd. Fowlerville MI 48836

This proposal is for mowing, trimming, and clean up for Pioneer Cemetery and Fleming Cemetery during the year 2024, as detailed in the bid request description per the website.

The service dates will run from April 1, 2024 through October 31, 2024. The services will be no less than two times monthly, with additional servicing as necessary. This service will include spring and fall clean ups.

A photograph/text of each service will be sent to a person of the townships choosing prior to and at the conclusion of each service.

Attached are my Contractors Insurance Policy and references. I will submit to a background check if required and/or requested by the township.

The total monthly charge for these services will be \$750 monthly from April 2024 through October 2024.

Owner/Operator

Jonathan M. Black Jr.

To whom it may concern,

I am writing to recommend Sprungtown Outdoor Services for any lawn care/outdoor needs. They have been providing excellent service for three of our properties for over ten years, and we are very satisfied with their work.

Sprungtown Outdoor Services is a professional and reliable company that delivers high-quality results. They are always on time, courteous, and respectful of our properties. They handle all aspects of lawn care, from mowing and trimming to fertilizing and weed control. They also offer flexible and affordable pricing options that suit our budget.

One of the best things about Sprungtown Outdoor Services is their owner, Jonathan. He is a hardworking and honest person who takes pride in his work. He is always available to answer any questions or concerns, and he goes the extra mile to ensure our satisfaction. He is a pleasure to work with and a great asset to his company.

We highly recommend Sprungtown Outdoor Services to anyone looking for a dependable and quality lawn care provider for your personal or business needs. They have exceeded our expectations, and we are confident they will do the same for you.

Thanks,

Rich Michels
Senior VP of Operations

Email:
rmichels@dynamicmhsolutions.com
Phone: 517.404.4514

Howell, Michigan
www.dynamicmhsolutions.com

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL STATEMENT

for

SPRUNGTOWN OUTDOOR SERVICES L.L.C.

ID Number: 802679956

received by electronic transmission on February 11, 2024 , is hereby endorsed.

Filed on February 11, 2024 , by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of February, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

RENEWAL DECLARATIONS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 M-04-1515-FA6A F E

BLACK, JOHNATHAN JR
10500 N ANTCLIFF RD
FOWLERVILLE MI 48836-8534

Policy Number	92-GQ-H011-5	
Replaces Number	92-GD-W318-5	
Policy Period	Effective Date	Expiration Date
1 Year	JUN 14 2023	JUN 14 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

STEVE VANELLS
220 N CLINTON AVE
SAINT JOHNS MI 48879-1504

PHONE: (989) 224-7160

Artisan And Service Contractor Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Individual

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Total Estimated
Premium \$ 566.00
Audit Period: Annual

Discounts Applied:
Protective Devices

Prepared
APR 20 2023
CMP-4000

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530 686 07 05 31 2011 (01/231c)

RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for BLACK, JOHNATHAN JR
 Policy Number 92-GQ-H011-5

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	10500 N ANTCLIFF RD FOWLERVILLE MI 48836-8534	No Coverage	\$ 1,100	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 301.8

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Equipment Breakdown \$500

Other deductibles may apply - refer to policy.

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RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for BLACK, JOHNATHAN JR
 Policy Number 92-GQ-H011-5

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000

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RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for BLACK, JOHNATHAN JR
Policy Number 92-GQ-H011-5

Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION II - DEDUCTIBLES

Business Liability - Property Damage \$500
 Other deductibles may apply - refer to policy.

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$100,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000

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RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for BLACK, JOHNATHAN JR
Policy Number 92-GQ-H011-5

General Aggregate \$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100 Businessowners Coverage Form
 CMP-4528.1 *Policy Endorsement
 FE-6998.2 *Terrorism Insurance Cov Notice
 CMP-4222.4 *Amendatory Endorsement
 CMP-4617 Artisan and Service Contractor
 FE-3653 Actual Cash Value Endorsement
 FD-6007 Inland Marine Attach Dec
 * New Form Attached

SCHEDULE OF OPERATIONS

Description of Operations	Stat Class	Premium Base * / Estimated Exposure	Section II Estimated Premium
LAWN CARE SERVICES	466	P. 32000	\$ 540.00 MIN PREM

*PREMIUM BASES
 P. PER \$1000 PAYROLL
 I. PER \$1000 TOTAL COST

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 APR 20 2023
 CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for BLACK, JOHNATHAN JR
Policy Number 92-GQ-H011-5

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yawell
Secretary

Michael F. Johnson
President

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

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APR 20 2023
CMP-4000

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Markus Farm LLC
 7197 O'Neill Drive
 Howell, Michigan
 48855

ESTIMATE

Howell Township

Estimate # 0001579

Estimate Date 02/26/2024

Item	Description	Unit Price	Quantity	Amount	
Service	Pioneer Cemetery Per mow	230.00	1.00	230.00	
Service	Fleming Cemetery Per Mow	230.00	1.00	230.00	
<p><u>NOTES:</u> Weekly maintenance consists of mowing, blowing and trimming of all headstones. \$460 would be your weekly cost for the maintenance of the two cemeteries.</p> <p>Markus Farm LLC C/O Spencer Markus 5173046919 spencer131@live.com</p>					
				Subtotal	460.00
				Total	460.00
				Amount Paid	0.00
				Estimate	\$460.00

Markus Farm LLC
7197 O'Neill Drive
Howell, Michigan
48855

ESTIMATE

Howell Township

Estimate # 0001580

Estimate Date 02/26/2024

Item	Description	Unit Price	Quantity	Amount
	Grave reseeding	50.00	1.00	50.00
<u>NOTES:</u> Grave reseeding is \$50 per grave.				
			Subtotal	50.00
			Total	50.00
			Amount Paid	0.00
			Estimate	\$50.00

Markus Farm LLC
7197 O'Neill Drive
Howell, Michigan
48855

ESTIMATE

Howell Township

Estimate # 0001581

Estimate Date 02/26/2024

Item	Description	Unit Price	Quantity	Amount
	Spring and Fall cleanup - Pioneer	500.00	2.00	1,000.00
	Spring and Fall cleanup - Fleming	500.00	2.00	1,000.00
<p><u>NOTES:</u> This is an estimate on everything combined for spring and fall cleanups at both cemeteries for the entire season.</p> <p>The spring cleanup also includes removal of all gravel from the grass and put back into the roads.</p>				
				Subtotal 2,000.00
				Total 2,000.00
				Amount Paid 0.00
				Estimate \$2,000.00

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 M-04-7317-FA95 F E

MARKUS FARM LLC
7197 ONEILL DR
HOWELL MI 48855-7305

Policy Number	92-GX-J342-7	
Replaces Number	92-GM-E538-1	
Policy Period	Effective Date	Expiration Date
1 Year	FEB 1 2024	FEB 1 2025
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
KATIE PIKKARAINEN CHFC
215 E GRAND RIVER AVE
FOWLERVILLE MI 48836-5139

PHONE: (517) 223-4173

Artisan And Service Contractor Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Total Estimated
Premium \$ 1,053.00
Audit Period: Annual

Discounts Applied:
Years in Business
Claim Record

Prepared
DEC 08 2023
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for MARKUS FARM LLC
 Policy Number 92-GX-J342-7

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000

Prepared
 DEC 08 2023
 CMP-4000

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Page 3 of 6

RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for MARKUS FARM LLC
Policy Number 92-GX-J342-7

General Aggregate

\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6998.2	*Terrorism Insurance Cov Notice
CMP-4617	Artisan and Service Contractor
CMP-4222.4	Amendatory Endorsement
FE-3653	Actual Cash Value Endorsement
CMP-4528.1	Policy Endorsement
FD-6007	Inland Marine Attach Dec
	* New Form Attached

SCHEDULE OF OPERATIONS

Description of Operations	Stat Class	Premium Base * / Estimated Exposure	Section II Estimated Premium
LAWN CARE SERVICES	466	P. 82000	\$ 754.00

*PREMIUM BASES
P. PER \$1000 PAYROLL
I. PER \$1000 TOTAL COST

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DEC 08 2023
CMP-4000

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Page 5 of 6

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-04-7317-FA95 F E

MARKUS FARM LLC
7197 ONEILL DR
HOWELL MI 48855-7305

Policy Number	92-GX-J342-7	
Replaces Number	92-GM-E538-1	
Policy Period	Effective Date	Expiration Date
1 Year	FEB 1 2024	FEB 1 2025
The policy period begins and ends at 12:01 am standard time at the premises location.		

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium \$ 280.00

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8740.1 Inland Marine Conditions
FE-8774.1 Inland Marine Computer Prop
FE-8756.1 Installat on Floater Form
FE-8760 Mobile Equipment Form

See Reverse for Schedule Page with Limits

Prepared
DEC 08 2023
FD-6007

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In accordance with the Terrorism Risk Insurance Act of 2002, as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally

reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

Important Information on How Your Contractor General Liability Premium is Determined and the Audit Process

When your policy was issued, the liability portion of the premium was based on an **estimate** of your business operations and your workers' payroll.

At the end of the policy period, an audit will be performed to determine your **actual** payroll and business operations. We will be able to calculate the final premium from this information.

The Audit Process

A review of your financial records, such as payroll logs, general ledgers and tax returns will be required. A State Farm representative will contact you by mail, telephone, or visit with you in person to obtain the information. It is to your benefit to have your accounting records set up by employee and type of work they perform. We will also obtain a complete description of your business operations to confirm the classifications on your policy are correct.

We will assign the payroll to the classification codes that represent the type of work performed and apply any credits, debits or discounts to determine your final premium. The final audit premium will be compared to the estimated premium and a Premium Adjustment Statement will be sent to you reflecting any change. Please note that a significant change may require that we also adjust your current policy premium.

Items That Affect Your Premium

- **Sole Proprietor/Partner/Officer** – In most instances, a predetermined amount will be used for each sole proprietor/partner/officer regardless of their actual remuneration.
- **Employees/Temporary Employees/Leased Employees** – Actual remuneration paid to each employee, temporary employee and/or leased employee. If temporary or leased employee's remuneration cannot be determined from your records, then 100% of the total contract cost will be used as the remuneration for these employees, regardless of the temporary or leasing company's insurance arrangements.
 - *Remuneration means all payroll and other forms of earnings such as bonuses, commissions, sick days, meals and lodging.*
- **Use of Subcontractors** – Certificates of liability insurance need to be obtained annually for every subcontractor you hire so that proper classification of job costs can be made. If they are not obtained, the subcontractor and their employees will be considered as your employees for premium calculation. This could substantially increase your final premium.
- **Business Operations** – The actual remuneration will be assigned to class codes in accordance with industry rules as published by the Insurance Services Office – Premium Audit Advisory Service and applicable State Farm filings.

All audit information provided will be kept confidential.

If you have any questions concerning this information, please contact your State Farm agent.

*The information contained in this document outlines general concepts.
Information required may vary by state and could be impacted by state law.*

Livingston County Road Commission

7-B

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

February 26, 2024

Mr. Mike Coddington, Supervisor
Howell Township
3525 Byron Road
Howell, MI 48855

Re: Potential 2024 Gravel Road Projects

Dear Mr. Coddington:

Per your request, we are providing you with a list of potential gravel road improvement projects for your review. The location and estimate of each project are shown in the following table.

ROAD	LOCATION	TYPE OF WORK	AMOUNT
Bowen Road	Brewer to Tooley (5,450' feet)	Limestone Refurbishing and Limited Drainage	\$244,000.00
Fisher Road	Curdy south 6,200' (6,758' feet)	Limestone Resurfacing and limited Drainage	\$271,000.00
Marr Road	Byron to Oak Grove (6,177' feet)	Limestone Resurfacing and limited Drainage	\$250,000.00

Please review the above list and contact me if you wish to have contracts prepared for any of the projects. In order for projects to be included on this year's construction schedule, all contracts must be in place by May 1, 2024.

If you have any questions, please do not hesitate to contact Todd Musson or me.

Sincerely,



Trevor Bennett
Director of Operations

Cc: Todd Musson, LCRC District 1 Foreman
File

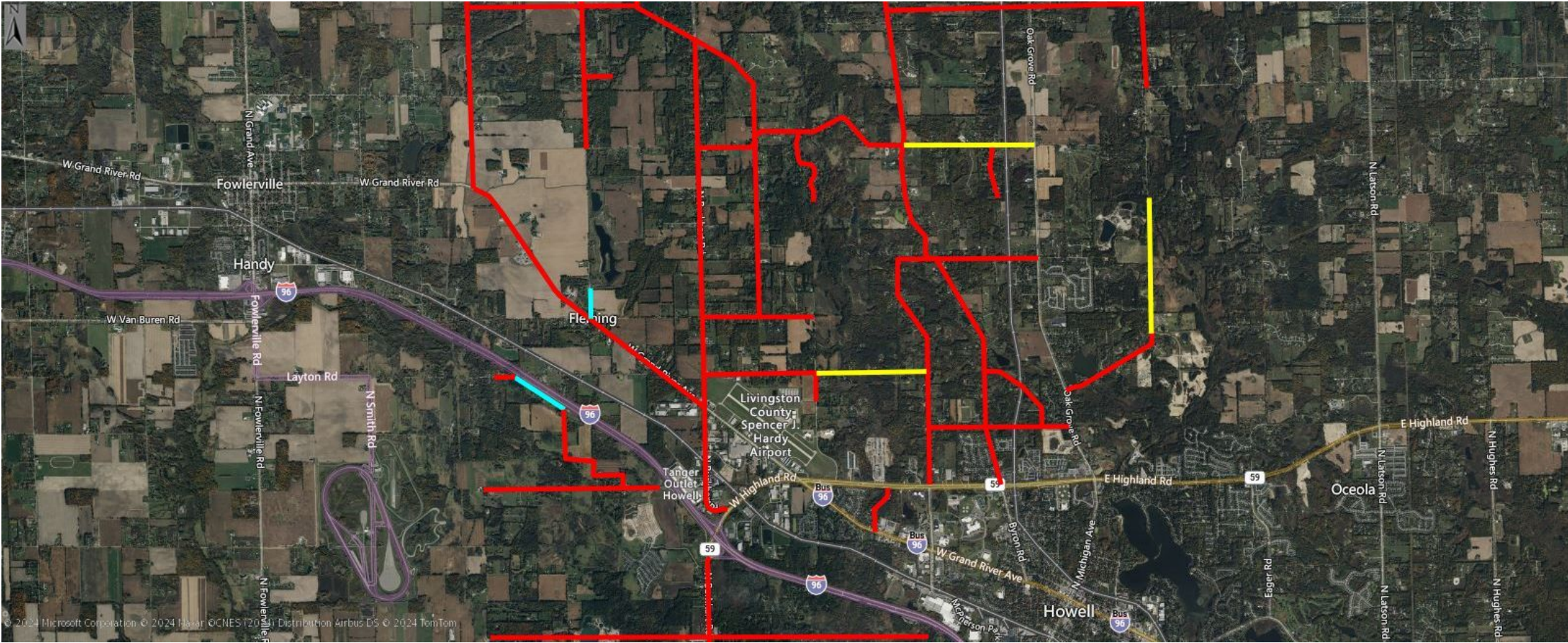
LCRC 2024-2028 PPP Asset Management Plan

Howell Township

Disclaimer: The following list is a planning document and projects/ budgets identified are subject to change due to funding, budget, and other unforeseen infrastructure issues. Project estimates are for planning purposes only and are approximate

Road Name	From	To	Primary / Local	Miles	Treatment	Estimated Project Cost	LCRC Cost Sharing	Twp Contributions	LCRC Share
2024									
Layton Rd	EOP	EOP	Local	0.53	Crush & Shape w/ HMA	\$ 225,250	50%	\$ 112,625	\$ 112,625
Fleming Rd	Grand River Ave	End of Pavt	Local	0.30	Crush & Shape w/ HMA	\$ 127,500	50%	\$ 63,750	\$ 63,750
				0.83		\$ 352,750		\$ 176,375	\$ 176,375
2025									
Oak Grove Rd	M-59	Fisher Rd	Primary	0.85	Mill & Resurface w/ 3' HMA Shldr	\$ 510,000	50%	\$ 255,000	\$ 255,000
Byron Rd	M-59	Allen Rd	Primary	4.81	Crack Seal	\$ 31,278	100%	\$ -	\$ 31,278
Tooley Rd	M-59	End of Pavt	Local	1.05	Crack Seal	\$ 6,806	100%	\$ -	\$ 6,806
				6.71		\$ 548,084		\$ 255,000	\$ 293,084
2026									
Tooley Rd	M-59	End of Pavt	Local	1.05	Chip Seal w/ Fog	\$ 41,880	50%	\$ 20,940	\$ 20,940
Burkhart Rd	M-59	CSX RailRoad	Primary	0.61	Mill & Resurface w/ 3' HMA Shldr	\$ 549,000	50%	\$ 274,500	\$ 274,500
Burkhart Rd	Mason Rd	I-96 Ramp	Primary	0.91	Crack Seal	\$ 5,915	100%	\$ -	\$ 5,915
				2.57		\$ 596,795		\$ 295,440	\$ 301,355
2027									
Oak Grove Rd	Fisher Rd	Barron Rd	Primary	1.24	Mill & Resurface w/ 3' HMA Shldr	\$ 744,000	50%	\$ 372,000	\$ 372,000
Burkhart Rd	Grand River Ave	Crandall Rd	Primary	3.26	Crack Seal	\$ 21,190	100%	\$ -	\$ 21,190
Owosso Rd	Grand River Ave	Geer Rd	Primary	1.74	Crack Seal	\$ 11,310	100%	\$ -	\$ 11,310
				6.24		\$ 776,500		\$ 372,000	\$ 404,500
2028									
Oak Grove Rd	Barron Rd	Marr Rd	Primary	1.01	Mill & Resurface w/ 3' HMA Shldr	\$ 604,200	50%	\$ 302,100	\$ 302,100
Oak Grove Rd	Marr Rd	Allen Rd	Primary	1.49	Crush & Shape w/ HMA	\$ 631,125	50%	\$ 315,563	\$ 315,563
				2.49		\$ 1,235,325		\$ 617,663	\$ 617,663

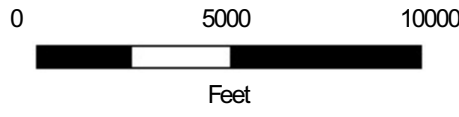
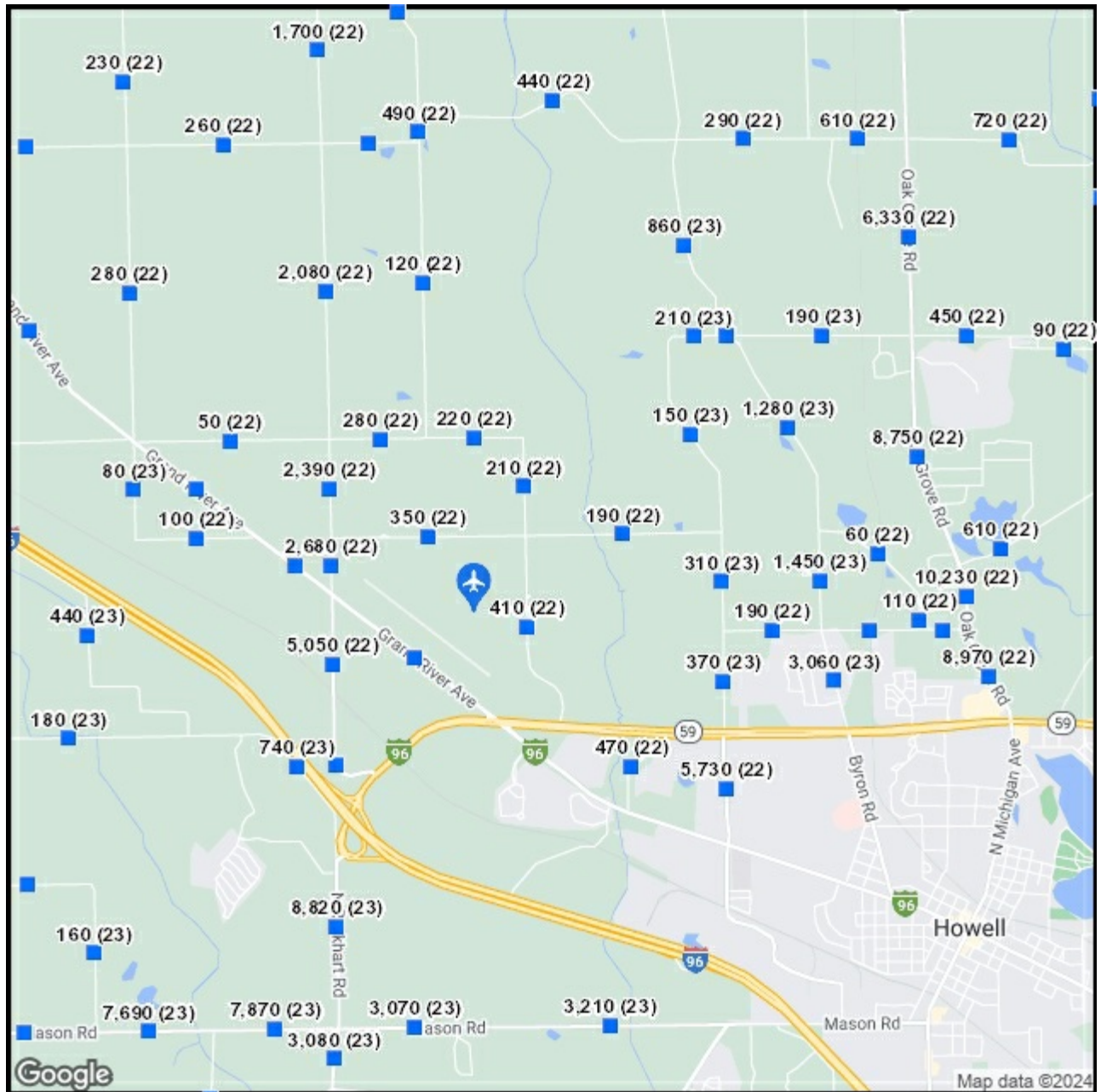
2024 Road Projects



Red = Township road improvements since 2010

Yellow = 2024 proposed County gravel road improvements

Blue = 2024 proposed County paved road improvements



TCDS Locations

- Short
- (C) Continuous
- (W) WIM
- (S) Located Short
- (CS) Located Continuous
- (WS) Located WIM
- Inactive Location



2/8/2024

Cash Flow Using Budgeted Revenue

Sewer & Water Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beg. Cash Balance	\$932,370	\$1,087,091	\$1,133,777	\$2,126,297	\$1,931,392	\$2,058,583	\$2,136,460	\$2,436,882	\$2,476,475	\$2,516,067	\$2,555,659	\$2,595,252
Proj./Actual Net Rev.												
592 Sewer/Water	\$154,722	\$46,686	\$992,520	(\$194,905)	\$127,191	\$77,877	\$300,423	\$39,592	\$39,592	\$39,592	\$39,592	\$39,592
Total Revenue	\$154,722	\$46,686	\$992,520	(\$194,905)	\$127,191	\$77,877	\$300,423	\$39,592	\$39,592	\$39,592	\$39,592	\$39,592
General Fund Payback												
Total Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$1,087,091	\$1,133,777	\$2,126,297	\$1,931,392	\$2,058,583	\$2,136,460	\$2,436,882	\$2,476,475	\$2,516,067	\$2,555,659	\$2,595,252	\$2,634,844
General Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$2,657,659	\$2,740,339	\$2,692,375	\$2,808,825	\$2,691,157	\$2,757,024	\$2,688,999	\$3,084,348	\$3,084,364	\$3,084,379	\$3,084,394	\$3,084,409
Proj./Actual Net. Rev.	\$82,680	(\$47,964)	\$116,450	(\$117,668)	\$65,867	(\$68,025)	\$395,350	\$15	\$15	\$15	\$15	\$15
Ending Cash Balance	\$2,740,339	\$2,692,375	\$2,808,825	\$2,691,157	\$2,757,024	\$2,688,999	\$3,084,348	\$3,084,364	\$3,084,379	\$3,084,394	\$3,084,409	\$3,084,424
Road Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$691,831	\$692,477	\$460,006	\$453,882	\$259,580	\$259,818	\$290,237	\$560,678	\$678,678	\$678,678	\$678,678	\$618,678
Proj./Actual Net. Rev.	\$646	(\$232,471)	(\$6,125)	(\$194,301)	\$238	\$30,419	\$270,441	\$118,000	\$0	\$0	(\$60,000)	\$0
Ending Cash Balance	\$692,477	\$460,006	\$453,882	\$259,580	\$259,818	\$290,237	\$560,678	\$678,678	\$678,678	\$678,678	\$618,678	\$618,678
Parks & Rec Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$333,243	\$303,384	\$302,095	\$302,383	\$271,758	\$270,635	\$270,723	\$420,034	\$420,034	\$420,034	\$389,409	\$389,409
Proj./Actual Net. Rev.	(\$29,859)	(\$1,289)	\$288	(\$30,625)	(\$1,123)	\$88	\$149,311	\$0	\$0	(\$30,625)	\$0	\$0
Ending Cash Balance	\$303,384	\$302,095	\$302,383	\$271,758	\$270,635	\$270,723	\$420,034	\$420,034	\$420,034	\$389,409	\$389,409	\$389,409
ARPA Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$351,995	\$352,367	\$318,502	\$245,390	\$240,273	\$240,549	\$166,771	\$148,468	\$148,468	\$148,468	\$148,468	\$43,468
Proj./Actual Net. Rev.	\$373	(\$33,866)	(\$73,112)	(\$5,117)	\$275	(\$73,778)	(\$18,303)	\$0	\$0	\$0	(\$105,000)	\$0
Ending Cash Balance	\$352,367	\$318,502	\$245,390	\$240,273	\$240,549	\$166,771	\$148,468	\$148,468	\$148,468	\$148,468	\$43,468	\$43,468

WATER UTILITY CONSENT AND FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between Howell Township, a Michigan general law township with offices at 3525 Byron Road, Howell, MI 48855 (“Howell Township”), Oceola Township, a Michigan general law township with offices at 1577 N. Latson Road, Howell, MI 48843 (“Oceola Township”), and the Marion, Howell, Oceola and Genoa Sewer and Water Authority, a Michigan municipal corporation with offices at 1577 N. Latson Road, Howell, MI 48843 (the “Authority”).

In consideration of the faithful performance and strict observance by Howell Township and the Authority of all the terms, provisions, conditions, obligations, requirements and reservations in this Agreement and in consideration of the grant to Howell Township of a public water utility Franchise and Consent, the Howell Township, Oceola Township, and the Authority mutually agree as follows:

1. Definitions. For purposes of this Agreement, the following terms, phrases, words and their derivations have the following meanings:
 - a. “Agreement” means this Water Utility Consent and Franchise Agreement.
 - b. “Authority” means the Marion, Howell, Oceola and Genoa Sewer and Water Authority.
 - c. “Consent” means Howell Township’s right to occupy the public rights of way within the Franchise Area with its water utility facilities.
 - d. “Customers” means the water customers located within the Franchise Area.
 - e. “Franchise” means Howell Township’s right to provide water service to Customers within the Franchise Area.
 - f. “Franchise Area” means that portion of Oceola Township identified in Exhibit A of this Agreement.
 - g. “Howell Township Board” is the Township Board of Howell Township.
 - h. “Oceola Township Board” is the Township Board of Oceola Township.
 - i. “Parties” means the parties to this Agreement, including Howell Township, Oceola Township, and the Authority.
 - j. “Person” means any person, firm, partnership, association, corporation, company, or organization of any kind.

2. Grant of Nonexclusive Authority.

- a. *Consent.* Subject to the terms and conditions of this Agreement, Oceola Township grants to Howell Township Oceola Township's nonexclusive consent, permission, right and authority to lay, maintain, repair, operate, use and replace water mains and facilities and other equipment Howell Township deems necessary to maintain and operate a public water utility to convey and deliver water in the Franchise Area within, along, across, under, from and through the public rights-of-way the Franchise Area, including streets, alleys, avenues, highways, sidewalks, bridges, interchanges, public ways, easements, and rights-of-way now laid out or dedicated in the future (and all extensions thereof) ("Public Rights of Way"). This Agreement permits Howell Township and the Authority to construct additional transmission and distribution mains within the Franchise Area Public Rights of Way and to connect the additional mains to Howell Township's water system at additional points of connection.
 - b. *Franchise.* Subject to the terms and conditions of this Agreement, Oceola Township grants to Howell Township a non-exclusive franchise within the Franchise Area to transact a public water utility business and the right to provide water utility service to any Persons or Properties.
3. Length of the Franchise. The term of the Franchise is 30 years from the Effective Date.
4. Effective Date. The Effective Date of this Agreement is the date on which the last of the following occur: (a) all Parties to sign this Agreement, (b) Howell Township receives from Oceola Township a written acceptance of this Agreement, and (c) this Agreement (or an appropriate summary) is published in a newspaper of general circulation in Oceola Township within 15 days after the Parties sign this Agreement and Howell Township receives from Oceola Township a written acceptance of this Agreement.
5. Rights Reserved to Oceola Township. In addition to other rights this Agreement reserves to Oceola Township, the Parties agree that:
 - a. *Revocation at Will.* The Franchise may be revoked at will by a majority vote of the Oceola Township Board.
 - b. *Procedure after termination or revocation of Franchise.* At the expiration or revocation of the Franchise, Howell Township may seek a renewal of the Franchise from Oceola Township to continue water utility service to the Customers. To the extent such renewal is not granted, Howell Township may transfer the portion of its water system within Oceola Township to Oceola Township. Oceola Township shall then reimburse Howell Township for the value of Howell Township's water system being transferred as determined, in good faith, by Howell Township's engineers. Any dispute as to value shall be resolved through binding arbitration based upon arbitration rules and procedures agreed to between the parties, or in the alternative, Howell Township and Oceola Township may consent to binding mediation to settle such disputes.

6. Sale or Transfer. Howell Township may sell or transfer the portion of its water system within Oceola Township to another, or transfer its rights under this Agreement to another, with the Oceola Township Board's written consent. The Oceola Township Board may not withhold consent unreasonably. This provision may not be construed to bar Howell Township from selling any portion of its system located outside of Oceola Township.

7. Use of Public Rights of Way.
 - a. *No Burden on Public Right of Way.* Howell Township and its contractors and Howell Township's Public Water System shall not unduly burden or interfere with the present or future use of any of the Public Rights of Way within Oceola Township. Howell Township shall install and maintain its Public Water System so as to cause minimum interference with the use of the Public Rights of Way. No Public Rights of Way shall be obstructed longer than necessary during the work of construction or repair to the Water System. Howell Township's structures and equipment shall be buried so as to not endanger or injure persons or property in the Public Rights of Way. Howell Township will use its best efforts to not unreasonably interfere with or disrupt any public utility apparatus or facilities operated by Oceola Township and, to the extent Howell Township interferes with or disrupts any such public utility apparatus or facilities, Howell Township shall restore such apparatus or facilities to as good order and condition as when Howell Township commenced work.
 - b. *Restoration of Public Rights of Way.* Howell Township and its contractors shall within a reasonably practical time or a time mutually agreed upon by Howell Township and the Township restore, at Howell Township's sole cost and expense, any portion of the Public Rights of Way that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of the Water System to as good or better condition than that which existed prior to the disturbance.
 - c. *Easements.* Any easements over or under property owned by Oceola Township other than the Public Rights of Way shall be separately negotiated with Oceola Township.
 - d. *Notice.* Before commencing the construction or repair work on its Water System which will require excavation in or the closing of any Public Rights of Way, Howell Township shall provide Oceola Township with notice, including a description of the work to be performed, in advance of such work. This notice requirement shall not apply to the installation of water services on privately owned property nor to any other work performed on such privately owned property. Nothing herein shall preclude Howell Township from immediately commencing construction or repair work within any Public Rights of Way when deemed necessary to prevent danger to life or property, and in such case, Howell Township shall notify Oceola Township of such work as soon as reasonably practical.

8. Collection. Oceola Township shall take the necessary steps to ensure that Howell Township is able to collect amounts due on unpaid water bills within the Franchise Area, including adopting and maintaining whatever ordinances and resolutions are necessary to allow Howell Township to place liens against properties within the Franchise Area. Nothing in this Agreement shall be construed to make Oceola Township responsible for water bills assessed within the Franchise Area.
9. Authority Approval. By signing this Agreement, the Authority approves the extension of the water system into the Franchise Area and authorizes Howell Township to serve retail customers outside of Howell Township within the Franchise Area. The Parties agree that for the purposes of the February 1, 2011, Water System Master Agreement, as amended, customers within the Franchise Area shall be treated as Howell Township customers.
10. Miscellaneous Matters.
 - a. *Hold Harmless*. Howell Township shall at all times keep and save Oceola Township free and harmless from all loss, costs, and expense caused by Howell Township in its construction, maintenance and operation of the Water System hereby authorized. In the event that any loss, cost, or expense is caused by Oceola Township, its employees, or its contractors, this hold harmless obligation shall not apply. In case any action is commenced against Oceola Township on account of the permission herein granted, Howell Township shall, upon notice, defend Oceola Township and save it free and harmless from all loss, cost and damage arising out of said permission. Provided, however, that this shall not apply to any loss, cost, damage, or claims caused by Oceola Township, its employees, or contractors. Notwithstanding any provision contained in this Agreement, nothing in this Agreement shall impair any liability protection afforded Oceola Township pursuant to law.
 - b. *Rates*. Howell Township may charge customers who connect to the water system such rates, fees and costs as the Howell Township adopts in accordance with the policies of the Howell Township Board or that have been promulgated by the Authority.
 - c. *Nondiscrimination*. Howell Township agrees to extend water service to persons and properties located within the Franchise Area without discrimination.
 - d. *Publication Costs*. Howell Township agrees to pay for the cost of publication of this Agreement pursuant to Section 4.
 - e. *Governing Law*. The validity of this Agreement is governed by Michigan law.
 - f. *Amendments*. This Agreement may only be amended by the mutual consent of Oceola Township and Howell Township in writing.

- g. *Waiver of Breach.* The waiver by Howell Township or Oceola Township of a breach of this Agreement is not a waiver of any other breach of this Agreement.
- h. *Severability.* Except as otherwise stated in this Agreement, if any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, that declaration does not impair the validity of the remainder of this Agreement, which shall remain in full force and effect.

WITNESSES

HOWELL TOWNSHIP

_____ By: _____
Mike Coddington, Township Supervisor

_____ By: _____
Sue Daus, Township Clerk

Dated: _____, 2024

As the Township Clerk of Howell Township, I certify that this Agreement was approved and accepted by a majority vote of the Township Board of Howell Township at a meeting held on _____, 2024.

Dated: _____, 2024 By: _____
Sue Daus, Township Clerk

WITNESSES

OCEOLA TOWNSHIP

_____ By: _____
Sean Dunleavy, Township Supervisor

_____ By: _____
Jaime Clay, Township Clerk

Dated: _____, 2024

As the Township Clerk of Oceola Township, I certify that this Agreement was approved and accepted by a majority vote of the Township Board of Oceola Township at a meeting held on _____, 2024.

Dated: _____, 2024

By: _____
Jaime Clay, Township Clerk

WITNESSES

MARION, HOWELL, OCEOLA AND
GENOA SEWER AND WATER AUTHORITY

By: _____

By: _____

Dated: _____, 2024

EXTRATERRITORIAL WATER AND SEWER SERVICE AGREEMENT

This Extraterritorial Water and Sewer Service Agreement (“Agreement”) is made as of March 4, 2024, between Howell Township, a Michigan general law township with offices at 3525 Byron Road, Howell, MI 48855 (“Howell Township”) and Operating Engineers 324, whose offices are located at 325 E. Highland, Howell, MI 48843, (“Developer”). The Developer is the owner of property located at 325 E. Highland, Howell, MI 48843 (the “Property”). The following recitals are incorporated into this Agreement

RECITALS

- A. Howell Township owns and operates a public sanitary sewer system that services properties in Howell Township.
- B. The Marion, Howell, Oceola and Genoa Sewer and Water Authority (“Authority”) owns a public water supply system that services properties in Howell Township (the “Water System”), of which the local distribution elements are owned by Howell Township.
- C. The Property is located in Oceola Township.
- D. The Authority water main and the Howell Township sanitary sewer system are located within a serviceable distance to the Property.
- E. Developer desires to connect and purchase municipal water and sewer services from Howell Township.
- F. Howell Township, the Authority, and Oceola Township have entered into a Consent and Franchise Agreement dated March 4, 2024, to authorize Howell Township to provide public water service to the Property.
- G. Howell Township and Oceola Township have further entered into a Consent and Franchise Agreement dated March 4, 2024, to authorize Howell Township to provide public sanitary sewer service to the Property.
- H. The Parties wish to enter into this Agreement to establish the terms and conditions under which Howell Township will provide water and sewer service to the Property.

NOW, THEREFORE, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Subject to the terms of this Agreement, Howell Township shall deliver potable, treated water to the Property of the same quality and similar pressure as that provided to water users in Howell Township, up to the capacity limits set forth in this agreement.

Additionally, Howell Township shall provide sanitary sewer services to the Property, subject to the terms set forth herein.

2. Connection to Property. Developer shall, at its sole expense, design, construct, operate, and maintain private water and sanitary sewer service lines to allow the Property to connect to the public water and sanitary sewer systems, subject to the following:
 - a. Prior to connection, Developer must apply for and obtain all necessary approvals from Howell Township and the Authority.
 - b. Developer shall pay all connection charges, inspection charges, tap in fees, and expenses of connecting to the public water and sanitary sewer systems in accordance with the applicable Howell Township and Authority ordinances and resolutions.
 - c. Upon connection to the public water and sanitary sewer systems, any private water or sewer system on the Property must be permanently dismantled, abandoned, and filled with suitable material.
 - d. Developer is solely responsible for ensuring that the private water and sanitary sewer lines on the Property are adequate for receiving public water and sanitary sewer services.
 - e. Developer shall reimburse Howell Township for any attorney fees, engineering fees, and any other professional expenses incurred by Howell Township in providing for the extension of public water and sanitary sewer services to the Property and verifying that facilities on the Property comply with all applicable construction standards.
3. Developer agrees to pay the water and sanitary sewer rates and charges as established by Howell Township and the Authority. These rates and charges shall cover the supply of water and sanitary sewer services as well as the operation, maintenance, and repair and replacement of the public water and sanitary sewer systems. Howell Township shall bill Developer, who is responsible for billing any tenants or subtenants of the Property.
4. Developer shall purchase a water meter of suitable size through the Township. Upon installation of the water meter and start of service, the Township shall read the meter on a monthly basis. The water read will be submitted to Howell Township, who will bill Developer in accordance with the Howell Township billing procedure. This agreement is not an entitlement to any specific capacity in distribution or collection in the Township's and the Authority's systems.
5. The Authority and/or Howell Township shall have the right to service the Property for the purpose of repairing any public infrastructure (including the water meter) located therein.

The Authority or Howell Township shall notify Developer in writing at least 30 days prior to routine service, but if emergency service is required, then notice will be provided within a commercially reasonable time. The Authority and/or Howell Township will perform all work in such a manner so as not to unduly disrupt Developer's use of the Property.

6. Developer shall comply with the Authority Backflow and Cross Connection Program and the Township's ordinances.
7. No failure or delay in the performance of this Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any Court or governmental authority, or any other cause, whether of the kind herein enumerated, or otherwise not in control of the party claiming suspension, provided that no cause or contingency shall relieve Developer of its obligation to make payment.
8. This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.
9. This Agreement and the rights and liabilities hereunder accruing to and imposed upon the Authority may be assigned by the Authority to any other governmental entity authorized by law to perform services.
10. The provisions of this Agreement relating to the respective rights, duties, and obligations held by Howell Township and Developer may not be amended without the written consent of all parties to this Agreement. This Agreement shall become binding on the parties and in full force and effect upon the approval by the duly authorized officials of Howell Township.
11. This Agreement shall be binding upon all successor governmental units of Howell Township and any successors to Developer.
12. Should any provisions of this Agreement be found by a Court to be invalid for any reason, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.
13. All notices shall be sent by overnight courier or certified mail, return receipt requested, to the addresses provided for the preamble to the Agreement and paragraph and shall be deemed given when placed in the mail or with overnight courier.

The parties through their authorized representatives have executed this Agreement on the dates indicated below:

HOWELL TOWNSHIP

Mike Coddington, Township Supervisor

Dated: _____, 2024

Sue Daus, Township Clerk

Dated: _____, 2024

DEVELOPER

Ken Dombrow, OE324 President

Dated: _____, 2024

Dated: _____, 2024

SEWER UTILITY CONSENT AND FRANCHISE AGREEMENT

THIS AGREEMENT is entered into between Howell Township, a Michigan general law township with offices at 3525 Byron Road, Howell, MI 48855 (“Howell Township”) and Oceola Township, a Michigan general law township with offices at 1577 N. Latson Road, Howell, MI 48843 (“Oceola Township”).

In consideration of the faithful performance and strict observance by Howell Township of all the terms, provisions, conditions, obligations, requirements and reservations in this Agreement and in consideration of the grant to Howell Township of a public sanitary sewer system utility Franchise and Consent, the Howell Township and Oceola Township mutually agree as follows:

1. Definitions. For purposes of this Agreement, the following terms, phrases, words and their derivations have the following meanings:
 - a. “Agreement” means this Sewer Utility Consent and Franchise Agreement.
 - b. “Consent” means Howell Township’s right to occupy the public rights of way within the Franchise Area with its sanitary sewer facilities.
 - c. “Customers” means the sewer customers located within the Franchise Area.
 - d. “Franchise” means Howell Township’s right to provide sanitary sewer service to Customers within the Franchise Area.
 - e. “Franchise Area” means that portion of Oceola Township identified in Exhibit A of this Agreement.
 - f. “Howell Township Board” is the Township Board of Howell Township.
 - g. “Oceola Township Board” is the Township Board of Oceola Township.
 - h. “Parties” means the parties to this Agreement, including Howell Township and Oceola Township.
 - i. “Person” means any person, firm, partnership, association, corporation, company, or organization of any kind.

2. Grant of Nonexclusive Authority.
 - a. *Consent*. Subject to the terms and conditions of this Agreement, Oceola Township grants to Howell Township Oceola Township’s nonexclusive consent, permission, right and authority to lay, maintain, repair, operate, use and replace sanitary sewer mains and facilities and other equipment Howell Township deems necessary to maintain and operate a sewer utility to provide sanitary sewer services in the

Franchise Area within, along, across, under, from and through the public rights-of-way the Franchise Area, including streets, alleys, avenues, highways, sidewalks, bridges, interchanges, public ways, easements, and rights-of-way now laid out or dedicated in the future (and all extensions thereof) (“Public Rights of Way”). This Agreement permits Howell Township to construct additional transmission and distribution mains within the Franchise Area Public Rights of Way and to connect the additional mains to Howell Township’s sanitary sewer system at additional points of connection.

- b. *Franchise.* Subject to the terms and conditions of this Agreement, Oceola Township grants to Howell Township a non-exclusive franchise within the Franchise Area to transact a public sanitary sewer utility business and the right to provide sanitary sewer utility service to any Persons or Properties.
3. Length of the Franchise. The term of the Franchise is 30 years from the Effective Date.
4. Effective Date. The Effective Date of this Agreement is the date on which the last of the following occur: (a) all Parties to sign this Agreement, (b) Howell Township receives from Oceola Township a written acceptance of this Agreement, and (c) this Agreement (or an appropriate summary) is published in a newspaper of general circulation in Oceola Township within 15 days after the Parties sign this Agreement and Howell Township receives from Oceola Township a written acceptance of this Agreement.
5. Rights Reserved to Oceola Township. In addition to other rights this Agreement reserves to Oceola Township, the Parties agree that:
 - a. *Revocation at Will.* The Franchise may be revoked at will by a majority vote of the Oceola Township Board.
 - b. *Procedure after termination or revocation of Franchise.* At the expiration or revocation of the Franchise, Howell Township may seek a renewal of the Franchise from Oceola Township to continue sanitary sewer utility service to the Customers. To the extent such renewal is not granted, Howell Township may transfer the portion of its sanitary sewer system within Oceola Township to Oceola Township. Oceola Township shall then reimburse Howell Township for the value of Howell Township’s sanitary sewer system being transferred as determined, in good faith, by Howell Township’s engineers. Any dispute as to value shall be resolved through binding arbitration based upon arbitration rules and procedures agreed to between the parties, or in the alternative, Howell Township and Oceola Township may consent to binding mediation to settle such disputes.
6. Sale or Transfer. Howell Township may sell or transfer the portion of its sanitary sewer system within Oceola Township to another, or transfer its rights under this Agreement to another, with the Oceola Township Board’s written consent. The Oceola Township Board may not withhold consent unreasonably. This provision may not be construed to bar

Howell Township from selling any portion of its system located outside of Oceola Township.

7. Use of Public Rights of Way.

- a. *No Burden on Public Right of Way.* Howell Township and its contractors and Howell Township's public sanitary sewer system shall not unduly burden or interfere with the present or future use of any of the Public Rights of Way within Oceola Township. Howell Township shall install and maintain its public sanitary sewer system so as to cause minimum interference with the use of the Public Rights of Way. No Public Rights of Way shall be obstructed longer than necessary during the work of construction or repair to the sanitary sewer system. Howell Township's structures and equipment shall be buried so as to not endanger or injure persons or property in the Public Rights of Way. Howell Township will use its best efforts to not unreasonably interfere with or disrupt any public utility apparatus or facilities operated by Oceola Township and, to the extent Howell Township interferes with or disrupts any such public utility apparatus or facilities, Howell Township shall restore such apparatus or facilities to as good order and condition as when Howell Township commenced work.
- b. *Restoration of Public Rights of Way.* Howell Township and its contractors shall within a reasonably practical time or a time mutually agreed upon by Howell Township and the Township restore, at Howell Township's sole cost and expense, any portion of the Public Rights of Way that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of the sanitary sewer system to as good or better condition than that which existed prior to the disturbance.
- c. *Easements.* Any easements over or under property owned by Oceola Township other than the Public Rights of Way shall be separately negotiated with Oceola Township.
- d. *Notice.* Before commencing the construction or repair work on its sanitary sewer system which will require excavation in or the closing of any Public Rights of Way, Howell Township shall provide Oceola Township with notice, including a description of the work to be performed, in advance of such work. This notice requirement shall not apply to the installation of sanitary sewer services on privately owned property nor to any other work performed on such privately owned property. Nothing herein shall preclude Howell Township from immediately commencing construction or repair work within any Public Rights of Way when deemed necessary to prevent danger to life or property, and in such case, Howell Township shall notify Oceola Township of such work as soon as reasonably practical.

8. Collection. Oceola Township shall take the necessary steps to ensure that Howell Township is able to collect amounts due on unpaid sewer bills within the Franchise Area, including adopting and maintaining whatever ordinances and resolutions are necessary to allow Howell Township to place liens against properties within the Franchise Area. Nothing in this Agreement shall be construed to make Oceola Township responsible for sewer bills assessed within the Franchise Area.
9. Miscellaneous Matters.
 - a. *Hold Harmless*. Howell Township shall at all times keep and save Oceola Township free and harmless from all loss, costs, and expense caused by Howell Township in its construction, maintenance and operation of the sanitary sewer system hereby authorized. In the event that any loss, cost, or expense is caused by Oceola Township, its employees, or its contractors, this hold harmless obligation shall not apply. In case any action is commenced against Oceola Township on account of the permission herein granted, Howell Township shall, upon notice, defend Oceola Township and save it free and harmless from all loss, cost and damage arising out of said permission. Provided, however, that this shall not apply to any loss, cost, damage, or claims caused by Oceola Township, its employees, or contractors. Notwithstanding any provision contained in this Agreement, nothing in this Agreement shall impair any liability protection afforded Oceola Township pursuant to law.
 - b. *Rates*. Howell Township may charge customers who connect to the sanitary sewer system such rates, fees and costs as the Howell Township adopts in accordance with the policies of the Howell Township Board.
 - c. *Nondiscrimination*. Howell Township agrees to extend sanitary sewer service to persons and properties located within the Franchise Area without discrimination.
 - d. *Publication Costs*. Howell Township agrees to pay for the cost of publication of this Agreement pursuant to Section 4.
 - e. *Governing Law*. The validity of this Agreement is governed by Michigan law.
 - f. *Amendments*. This Agreement may only be amended by the mutual consent of Oceola Township and Howell Township in writing.
 - g. *Waiver of Breach*. The waiver by Howell Township or Oceola Township of a breach of this Agreement is not a waiver of any other breach of this Agreement.
 - h. *Severability*. Except as otherwise stated in this Agreement, if any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, that declaration does not impair the validity of the remainder of this Agreement, which shall remain in full force and effect.

WITNESSES

HOWELL TOWNSHIP

By: _____
Mike Coddington, Township Supervisor

By: _____
Sue Daus, Township Clerk

Dated: _____, 2024

As the Township Clerk of Howell Township, I certify that this Agreement was approved and accepted by a majority vote of the Township Board of Howell Township at a meeting held on _____, 2024.

Dated: _____, 2024

By: _____
Sue Daus, Township Clerk

WITNESSES

OCEOLA TOWNSHIP

By: _____
Sean Dunleavy, Township Supervisor

By: _____
Jaime Clay, Township Clerk

Dated: _____, 2024

As the Township Clerk of Oceola Township, I certify that this Agreement was approved and accepted by a majority vote of the Township Board of Oceola Township at a meeting held on _____, 2024.

Dated: _____, 2024

By: _____
Jaime Clay, Township Clerk

**Howell Township
Human Resources Committee Meeting
February 28, 2024 4:00 pm**

Attending: Mike Coddington, Sue Daus, Brent Kilpela, Jonathan Hohenstein

After all the interviews were completed for the Deputy Treasurer position the following are the recommendations from the Human Resources Committee:

Treasurer Hohenstein has appointed Teresa Murrish as Deputy Treasurer. HR Committee recommends approval of a wage at the same rate as the Deputy Clerk.

During the interviews we identified a strong candidate for the Township Receptionist. HR Committee recommends approval of hiring Marnie Hebert as the Township Receptionist, including becoming the FOIA coordinator, helping the Clerk with the Township cemeteries, working with utility billing, and helping with elections at a wage of \$25/hour. While it is the Board that will hire the receptionist, this position will report directly to the Township Clerk.

Joe Daus is retiring from the Township as Zoning Administrator and Code Enforcement Officer. The HR Committee recommends:

1. Moving Carol Makushik to the split position of Deputy Assessor/Deputy Zoning Administrator. Carol will continue her work for the Assessing Department and take on extra duties under the Zoning Administrator.
2. Adding the additional duties of Zoning Administrator and Code Enforcement Officer to Treasurer Hohenstein on an interim basis.

The HR Committee recommends approval for all necessary classes for all positions as determined by the Department Head as long as they are in line with the Township budget.

The Human Resources Committee seeks approval of all recommendations as presented.

Respectfully submitted,

Jonathan Hohenstein

Livingston County Department of Planning



Memorandum

Scott Barb
AICP, PEM
Director

To: All Livingston County Zoning Administrators and Local Planning Commissioners

From: Livingston County Department of Planning

Robert A. Stanford
AICP
Principal Planner

Date: February 09, 2024

Subject: Sample Accessory Dwelling Unit Ordinance for Your Consideration

Martha Haglund
Principal Planner

Dear Zoning Administrators and Local Planning Commissioners,

As a member of the Housing Catalysts, the Livingston County Planning Department is committed to increasing attainable housing in the county. One way to achieve this is by providing additional housing options, such as allowing homeowners to construct Accessory Dwelling Units (ADUs) on their property.

ADU's can be a part of a Primary Dwelling Unit (PDU) or can be designed as a detached structure. Homeowners can benefit from installing ADUs in several ways, including providing affordable housing units in a community, creating a housing unit for an elderly relative that needs care, or having an additional resident share housing responsibility.

Zoning ordinances can help regulate the construction and placement of ADUs. The Livingston County Planning Department has created a Sample Rural ADU Ordinance as a starting point for your community to establish or modify an ADU ordinance. However, since every community is unique, the sample ordinance is advisory only and should be modified to meet your community's specific requirements.

In addition to the sample ordinance, we have included other considerations your community may want to contemplate when forming an ADU ordinance, along with resources and the general process of ADU construction.

Please feel free to contact us if you have any questions. We are here to help.

Sincerely,

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site

<https://milivcounty.gov/planning/>



Sample Accessory Dwelling Unit Ordinance RURAL (Minimum 1 acre)

*All language is modifiable and should be reviewed by your
Municipal Planner or Attorney*



Modifications that may be unique to your community's zoning ordinance noted in RED.

Intent: By permitting Accessory Dwelling Units the Township seeks to achieve several goals:

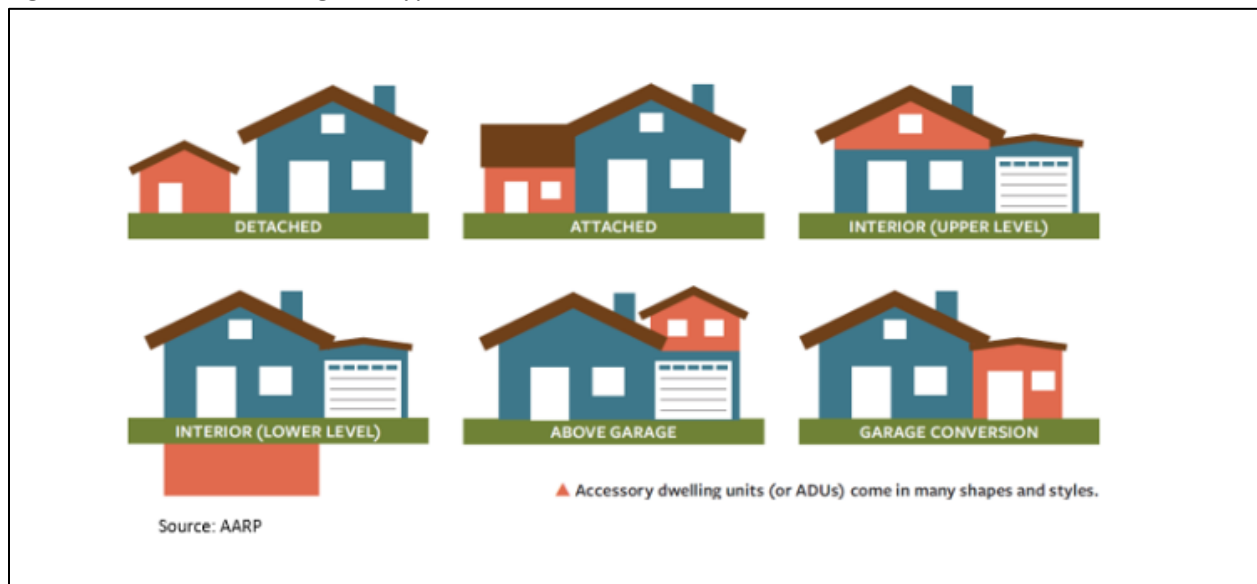
1. Increase flexibility for homeowners to meet the needs of their family including multigenerational members.
2. Create more housing options for smaller households including single professionals or empty nesters.
3. Maintain compatibility with existing housing types.
4. Increase affordable housing options.
5. Provide homeowner with potential extra income to meet rising homeownership costs.

Definitions:

Accessory Dwelling Unit (ADU): is a second, smaller dwelling unit either developed within an existing single-family house (such as a basement, attic or addition) or as a smaller detached accessory building. An attached ADU also shares at least a 15 feet wall with the Principal Dwelling Unit.

Principal Dwelling Unit (PDU): The single-family dwelling located on the parcel with an Accessory Dwelling Unit.

Figure 0.00 Reference Image for types of ADUs



Accessory Dwelling Units are a permitted use within the **Agricultural (AG) & Single Family Residential (SFR)** District/s with a minimum lot size of **1** acre.

Attached ADU: shall be between **400-800** square feet or **40%** of the gross floor area of the PDU whichever is less. Gross floor area of PDU not to include three-season rooms or garages.

Detached ADUs shall be between **500-900** square feet or **40%** of the gross floor area of the PDU whichever is less. Gross floor area of PDU not to include three-season rooms or garages.

Option 1)

Dimensions & Setbacks: ADUs must meet the lot dimensions and setbacks requirements in **Table 0.00**.

Table 0.00 Dimensional Requirements for ADUs

Zone	Minimum Lot Size (Feet)	Minimum Lot Width (Feet)	Minimum Front Setback (Feet)	Minimum Side Setback (Feet)	Minimum Rear Setback	Maximum Height (Attached)
AG	1 acre	150	50	30	50	30 ft
SFR	1 acre	100	50	30	40	30 ft

Option 2)

Dimensions & Setbacks: ADU's must meet lot dimension and setbacks of the corresponding zoning district.

Lot Coverage: ADUs shall adhere to the lot coverage requirements of the corresponding zoning district.

Principal Dwelling Unit

1. Must be owner occupied.
2. The minimum floor area of the principal dwelling unit may not decrease the minimum floor area requirements of a single family, **960** square feet, with at least **600** square feet on the ground floor.
3. The PDU and the ADU must share common water, septic, and electric facilities, in compliance with state and county codes.

Detached ADU

1. Are permitted in the rear yard with a minimum 10 feet behind the Principal Dwelling Unit.
2. Are permitted in the side yard provided:
 - a. The ADU is a minimum 10 feet away from principal structure.
 - b. Meets all the required setbacks.
3. Must have a foundation in compliance with Michigan Residential Code and Approved by the Livingston County Building Department.
4. Placement of an ADU in the front setback are prohibited.

Other Requirements

1. **Amount of ADUs per Parcel:** No more than 1 ADU per parcel shall be constructed. ADUs are only permitted on lots with a single-family dwelling. ADUs are not permitted on parcels with existing duplexes/apartments.
2. **Utilities:**
 - a. An ADU shall be connected to potable water and sanitary facilities in compliance with the County Health Department.
 - b. Utility service to an ADU shall rely on the same metering and service panel as those that serve the PDU except as may be otherwise required by the building inspector.
 - i. Utility Service to be installed according to the State Electrical and Mechanical Code.
 - c. Separate utility billings for an ADU by the utility provider are prohibited.
3. **Design Character:** The ADU shall be designed so the appearance of the building will remain that of a single-family dwelling. Further, it shall not detract from the appearance of the lot as a place of one (1) residence and shall be aesthetically compatible in appearance with other single-family dwellings in the immediate area based on architectural design and exterior materials.
4. **Access: Attached ADUs** are permitted to have up to two access points:
 - a. Access located in a common entrance foyer.
 - b. exterior entrance to be located on the side or rear of the ADU.
5. **Access: Detached ADUs** a main entrance to be located on the front and an additional side/rear yard access are permitted.
6. **Occupancy/Bedroom Requirements:** An ADU shall have no more than 4 individuals including those less than 18 years of age. More than 2 bedrooms is prohibited.

7. **Renting an ADU:** Leasing or renting a ADU for shorter than 30 days is prohibited. The ADU shall not otherwise be made available to any one (1) or more persons for periods less than thirty (30) days.
8. **Driveway and Parking:** Shall provide a combined off-street parking for a minimum of four automobiles for PDU and ADU.
 - a. In no case shall an ADU be permitted to have a separate driveway.
9. **Garage:** A garage may be erected to serve an ADU subject to the following requirements:
 - a. An ADU garage shall be part of the same structure as the ADU.
 - b. An ADU garage shall be no greater than 450 square feet in gross floor area.
 - c. An ADU garage shall be no higher than 17 feet as measured to the highest point of the roof. Shall be maximum one (1) story and at no time taller than the PDU.
 - d. An ADU garage shall comply with the same setback standards as required for an ADU in the corresponding zoning district.
 - e. No more than one (1) ADU garage shall be erected on a lot.
 - f. At no time shall the garage be used as a dwelling.
10. **Authorization:**
 - a. No ADU shall be established prior to the issuance of a land use permit for the ADU.
 - b. The applicant shall submit the following information for review to the Zoning Administrator:
 - i. A plat plan showing the location of the proposed accessory dwelling unit, lot identification (address and property number), size of lot, dimension of lot lines, existing improvements on the lot, location of structures on adjacent lots, abutting streets, driveways, and parking areas.
 - ii. Sufficient architectural drawings or clear photographs to show the exterior building alterations proposed.
 - iii. Interior floor plans showing the floor area of the proposed accessory dwelling unit and the primary dwelling.
 - c. No construction of an ADU, including excavation and clearing, shall be initiated prior to Land Use and Building Permit Issuance.

Sources

[AARP Graphic](#)

[Ann Arbor Development Code: Section: 5.16.6 \(D\) Accessory Dwelling Unit](#)

[Ann Arbor Accessory Dwelling Unit Guide & Website](#)

[American Planning Association: Accessory Dwelling Units](#)

[Deerfield Township Zoning Ordinance: Section 17.29: Accessory Dwelling Units, ADU Garages](#)

[Hamburg Township Zoning Ordinance: Section 36.238, 339, 240: Accessory Dwelling Units, Accessory dwelling unit regulations, Application Procedure](#)

[Handy Township Zoning Ordinance: Section 2.2 \(F\): Family Accessory Apartment](#)

[Marion Township Zoning Ordinance: Section 6:30 Family Accessory Apartment](#)

Accessory Dwelling Unit Process

Townships may have unique procedures to process ADUs but the generally it is the same process as building a house or addition to a home.

General Process to Construct ADU:

1. *Applicant Submits Land Use Application to Township Zoning Administrator*
2. *Zoning Administrator reviews application and if satisfactory issues-Land Use Permit*
3. *Livingston County Building Department:*
 - a. *Inspections*
 - b. *Directs applicant to Health Department to review Well & Septic connections.*
 - c. *Directs Applicant to Drain Commission: Soil Erosion Permit*
4. *Zoning Administrator: Final Zoning Certificate meets the setbacks.*

Other Considerations that may be applicable:

- *Relation of the ADU Occupant to the Homeowner of the PDU.*
- *Permit/prohibit renting of ADU.*
- *Special Use Permit requirement near certain features like wetlands, lakes or rivers.*

ANDERSON GRANDSTAFF

PHONE

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ANDERSON J. GRANDSTAFF, ESQ.

238 N. SUMMIT STREET, APT 1
YPSILANTI, MI 48197

RECEIVED

FEB 24 2024

HOWELL TOWNSHIP

February 20, 2024

Mike Coddington – Township Supervisor
Howell Township
3525 Byron Road
Howell, MI 48855
supervisor@howelltownshipmi.org

Re: Ordinance for Recreational Marihuana in Howell Township

Dear Mr. Coddington:

My name is Anderson Grandstaff, and I am an attorney practicing in Ypsilanti, Michigan. I have recently been retained as corporate counsel for an organization that is planning to circulate petitions in support of a ballot initiative in Howell Township. If approved by a majority of the electors of Howell Township, the proposed ballot initiative would end Howell Township's prohibition on recreational/adult-use marihuana retail businesses and establish a regulatory framework for the licensure of those businesses. The ordinance would also establish procedures and guidelines for employees of Howell Township to follow when reviewing, scoring, and ranking applications submitted by entities who are interested in obtaining adult-use marihuana retail licenses. A draft copy of my client's proposed ballot initiative has been attached for your review.

My client has connected with many of your constituents and believes that there would be strong grassroots support for the passage of the attached ballot initiative. Although my client is willing and prepared to begin circulating petitions and gathering signatures in support of this important ballot initiative, it would prefer to avoid any appearance of an adversarial relationship with the Township Board of Howell Township. I am therefore writing you, in the spirit of cooperation, to ask whether the Township Board of Howell Township is willing to consider adopting the substance of the attached ballot initiative (or a substantially similar version thereof) on its own accord as a municipal ordinance. My client has also expressed that it is willing to negotiate amendments to the proposed ballot initiative with the Township Board of Howell Township if that body believes that such amendments would better align the substance of the proposed ballot initiative with your local interests and concerns. However, my client has also asked me to express that it is strongly committed to the substance of the proposed ballot initiative and that it believes there would already be strong electoral support for the attached version of that initiative. Therefore, please be advised that, if we do not receive a response to this communication, or if the Township Board of Howell Township declines to negotiate with us in good faith regarding amendments to the proposed ballot initiative, then my client will simply continue its preparations to begin circulating petitions in support of the proposed ballot initiative.

If you have any questions regarding this communication or the proposed ballot initiative, I would be happy to answer them for you. I would also be happy to address the Township Board of Howell Township in person at one of their upcoming meetings to address any questions or concerns that they may have regarding the proposed ballot initiative. Please feel free to contact me via telephone at (231) 838-7917 or via email at anderson.j.grandstaff@gmail.com. Thank you very much for your attention to this matter. I look forward to hearing from you.

Best regards,

Anderson J. Grandstaff

INITIATION OF LEGISLATION

We, the undersigned qualified and registered electors, residents in the township of Howell, state of Michigan, respectively petition for initiation of legislation to provide for a single marihuana establishment in the Township of Howell and to provide for appropriate municipal regulation incidental to the operation of such establishment. This petition is to be submitted to a vote of the electors of the Township of Howell for the November 5, 2024 General Election.

INITIATED ORDINANCE NUMBER 2024-0001 REPEAL OF MARIHUANA PROHIBITION

THE TOWNSHIP OF HOWELL ORDAINS:

SECTION 1. PURPOSE

The purpose of this Ordinance is to authorize and regulate within the Township the business operations of persons licensed by the State to operate Marihuana Establishments consistent with the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27951 et seq., and to do all of the following: (1) provide adults twenty-one (21) years of age and older safe access to marihuana; (2) ensure the safety of adults twenty-one (21) years of age and older, and the general public; (3) provide for an application fee to apply for a Provisional License for a Marihuana Establishment and a fee for any local approvals granted to be renewed; (4) provide for a process to select Local Applicants to receive local approvals for Marihuana Establishments, and to provide for a process for those local approvals to be renewed, or potentially denied or revoked; (5) comply with the Michigan Regulation and Taxation of Marihuana Act in order to protect and enhance the public health, safety, and welfare; (6) address and repair the harm caused to communities disproportionately impacted by the prohibition of marihuana through the promotion of employment and business ownership opportunities within these communities; (7) to bring marihuana businesses into the Township that demonstrate commitment to advance the broader interest and goals of the community through high-impact local investment, and that provide employment opportunities to local residents and contractors; and (8) to provide for, if enacted by the Township Township Board, a Community Benefits Program in the Township to benefit Individuals Disproportionately Impacted by Marihuana Prohibition. Nothing contained within this Ordinance, or within any local approval issued by the Township, shall be construed to relieve a person of the duties and obligations imposed under state laws and regulations. Notwithstanding the foregoing, it is not the intent of this Ordinance to diminish, abrogate or restrict protections for the medical use of marihuana provided in the Michigan Medical Marihuana Act. Nothing in this Ordinance is intended to grant individuals immunity from the enforcement of federal laws prohibiting marihuana activity. The provisions of this Ordinance are regulatory in nature and not intended to be interpreted as zoning laws. The provisions of this Ordinance are severable and self-executing. This Ordinance is hereby declared necessary to preserve the public peace, health, safety and welfare of the People of the Township.

SECTION 2. DEFINITIONS

- (a) All definitions provided in the MRTMA are incorporated by reference into this Ordinance, and the term "marijuana" shall be synonymous with the term "marihuana." As used in this Ordinance, the following terms shall be defined as follows:
- (b) "Agency" is defined as the Marijuana Regulatory Agency or any successor agency.
- (c) "Application Date" is defined as the date on which the Local Applicant submits its application to the Township for a single License Type at a Business Facility Address or for a License renewal.
- (d) "Business Facility Address" is defined as the singular United States postal address, for a building structure located atop a Land Parcel, where a Marihuana Establishment is proposed to be located for a License Type listed in an application to the Township. The existing square footage of the enclosed building structure at the Business Facility Address at the time of the application shall solely be used for measuring the square footage of the Business Facility Address.
- (e) "Business Facility Adjacent Address" is defined as the singular United States postal address of a building structure which is physically adjoining or directly physically touching the building structure of a Business Facility Address. Physically adjoining shall, for the purposes of this definition, mean the physical connection through walls, adjacent walls, or a common building structure, though this definition shall not include any common road, foundation, or surface that the building structure sits on.
- (f) "Community Benefits Program" shall refer to a program that the Township may establish for the purposes of assisting Individuals Disproportionately Impacted by Marihuana Prohibition in the creation of Worker-Owned Cooperatives within the Township, gaining employment in the marihuana industry within the Township and starting marihuana businesses within the Township. If created, this program shall be subject to the requirements of Section 13 of this Ordinance.
- (g) "Township" shall refer to the Township of Howell.
- (h) "Township Full License Authorization" shall be defined as the full local approval that the Township of Howell automatically grants a Local Applicant to operate a Marihuana Establishment at a Business Facility Address when the Local Applicant has received a state operating license pursuant to the MRTMA. It shall not be considered a municipal license.
- (i) "Clerk" is defined as the Township Clerk of the Township of Howell.
- (j) "Community Benefits Agreement" is defined as a legally binding commitment from a Local Applicant, which shall also be binding on the Local Applicant's successors or assigns, that states that the Local Applicant will, contingent upon approval of a Provisional License and contingent upon the Local Applicant holding a Township Full License Authorization for a period of at least one year, and contingent upon the Township creating a Community Benefits Program, make an annual payment of ten thousand dollars (\$10,000) to the Community Benefits Program for as long as the Local Applicant, or its successors or assigns, holds ownership of the Township Full License Authorization.
- (k) "Township Board" is defined as the Township Township Board of the Township of Howell.
- (l) "Designated Consumption Establishment" is defined as a business licensed by the Agency to permit adults twenty-one (21) years of age and older to consume marihuana products at a Business Facility Address.
- (m) "Fully Qualified Provisional License Application" is defined as a Provisional License application for which all of the following is true and has been documented in the Local Applicant's application to the Township: (1) The Local Applicant currently holds a state operating license pursuant to the MMFLA or the MRTMA, though Microbusiness License Type Local Applicants and Class A Marihuana Grower License Type Local Applicants shall be exempt from this requirement; (2) The stakeholders of the Local Applicant possess at least 10 total years of combined business experience, though Microbusiness License Type Local Applicants and Class A Marihuana Grower License Type Local Applicants shall be exempt from this requirement; (3) The Local Applicant has an Occupancy Affidavit with a Percentage Occupancy of zero (0) percent; (4) The Local Applicant has answered yes and provided supporting documentation for every question in the Public Health Plan Checklist category of their application; (5) The Local Applicant has committed in their application to hire at least ten (10) percent of their employees from local residents of the Township; (6) The Local Applicant has committed in their application to hiring at least twenty-five (25) percent of their employees consisting of Individuals Disproportionately Impacted by Marihuana Prohibition; (7) The Local Applicant has signed a Community Benefits Agreement as defined in this Ordinance; (8) The Local Applicant has committed to hiring local contractors for work and improvements to its Business Facility Address; (9) The Local Applicant has completed over thirteen (13) of the items listed in Section 5 of this Ordinance that may be included in a Provisional License application.
- (n) "Individual Disproportionately Impacted by Marihuana Prohibition" is defined as an individual who meets at least one of the three criteria listed in the Marijuana Regulatory Agency's Social Equity Program, which includes: Individuals who have resided in a disproportionately impacted community, as defined by the Agency, for at least five (5) calendar years prior to the Application Date; individuals with a prior marihuana related conviction; and individuals with at least two (2) calendar years of caregiver experience under the State of Michigan's medical marihuana program.
- (o) "Land Parcel" or "Parcel" shall be defined as a land parcel, with an associated tax identification number, allocated by the appropriate governmental body, whose official records are held by the Clerk, the Register of Deeds, or other appropriate governmental body, for the purposes of tracking the use of land within the Township.
- (p) "Local Applicant" is defined as an individual, entity, person, or persons who submits an application for a License Type to the Township.
- (q) "License Type" is defined as a single category of a license that a Local Applicant can apply for, such as a Marihuana Microbusiness license, a Marihuana Retailer license, a cultivation or grower license, or any other license that a Local Applicant can apply for through the processes set forth in this Ordinance.
- (r) "MMFLA" is defined as the Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101 et seq.
- (s) "MMMA" is defined as the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 et seq.
- (t) "MRTMA" is defined as the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27951 et seq.

(u) "Percentage Occupancy" shall be defined as the occupancy percentage of a Business Facility Address for the calendar year immediately prior to the Application Date or, if applicable, for the calendar year ending no earlier than three (3) months prior to the Application Date if the requirements of Section 2(u)(4) are met, and shall consist of the occupancy percentage of any buildings, structures, or units contained within the Parcel upon which the Business Facility Address sits for the calendar year immediately prior to the Application Date. The Percentage Occupancy shall be calculated using the average square footage of any buildings, structures, or units contained within the Parcel upon which the Business Facility Address sits that are occupied during the calendar year immediately prior to the Application Date, utilizing a method determined by the Clerk. The method of determining Percentage Occupancy shall be subject to the following requirements of this Ordinance:

- (1) Construction activity, renovation activity, or storage activity in the buildings, structures, or units contained within the Parcel upon which the Business Facility Address sits shall not be considered occupancy or counted as part of the Percentage Occupancy of a Business Facility Address. However, storage units which are part of commercial storage businesses where rent is paid for the use of a storage space shall be considered occupancy and shall count towards Percentage Occupancy, and storage activity relating to inventory and/or equipment incidental to the operation of a business or other organization that is otherwise occupying the Business Facility Address shall be considered occupancy and shall count toward Percentage Occupancy.
- (2) The determination of Percentage Occupancy shall require an Occupancy Affidavit and, if possible, provide supporting documentation attesting to the occupancy of any buildings, structures, or units contained within the Parcel upon which the Business Facility Address sits for the calendar year immediately prior to the Application Date, or, if applicable, for the calendar year ending no earlier than three (3) months prior to the Application Date if the requirements of Section 2(u)(4) are met.
- (3) For the purposes of issuing a Provisional License, the Township shall verify the Percentage Occupancy of the Business Facility Address through an Occupancy Affidavit and, if possible, other supporting documentation which may include, but not be limited to, lease documents, purchase agreements, certificates of occupancy, utility bills, and other documentation that can show the occupancy level over the time period.
- (4) Notwithstanding the requirements of this section, if a Local Applicant submits an Occupancy Affidavit that is dated no earlier than three (3) months prior to the Application Date attesting to the Percentage Occupancy of the Business Facility Address, the Local Applicant will be deemed to meet the requirements of the "calendar year immediately prior to the Application Date" Percentage Occupancy definition.

(v) "Occupancy Affidavit" is defined as a sworn affidavit from the owner of a Land Parcel or the authorized representative designated by the owner of the Land Parcel for this purpose, attesting to the Percentage Occupancy of any buildings, structures, or units contained within the Land Parcel upon which the Business Facility Address sits for the calendar year immediately prior to the date of execution of such Occupancy Affidavit, subject to the requirements of Section 2(u) of this Ordinance.

(w) "Provisional License" is defined as a provisional local authorization issued by the Township for a Local Applicant to, contingent upon approval of a state operating license from the Agency, operate a Marihuana Establishment at a Business Facility Address, provided that the Provisional License shall become a Township Full License Authorization upon the Local Applicant receiving a state operating license pursuant to the MRTMA. A Local Applicant shall be prohibited from operating a Marihuana Establishment without a state license issued by the Agency.

(x) "Stakeholder" is defined as the following for each type of Local Applicant:

- (1) For an individual or sole proprietorship: the proprietor.
- (2) For a partnership and limited liability partnership: all partners.
- (3) For a limited partnership and limited liability limited partnership: all general and limited partners, not including a limited partner holding a direct or indirect ownership interest of ten percent (10%) or less and who does not exercise control over or participate in the management of the partnership.
- (4) For a limited liability company: all members and managers.
- (5) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and all stockholders, not including those holding a direct or indirect ownership interest of ten percent (10%) or less.
- (6) For a publicly held corporation: all corporate officers or persons with equivalent titles, all directors and all stockholders, not including those holding a direct or indirect ownership interest of ten percent (10%) or less.
- (7) For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the Articles of Incorporation or their bylaws.

(y) "Stand Alone Business Facility Address" is defined as a Business Facility Address that does not have a Business Facility Adjacent Address and where the proposed Business Facility Address is physically separated from areas where smoking or the use of cannabis is prohibited, not including the Business Facility Address in question, and where smoke or the smell of cannabis does not infiltrate into nonsmoking areas or buildings that are not part of the Business Facility Address. This shall be demonstrated by a site plan or preliminary sketch submitted by the Local Applicant in Section 5(13).

(z) "Vacant Land Parcel" is defined as a Land Parcel that does not contain a structure that had previously received a certificate of occupancy from the Township or that could receive a certificate of occupancy from the Township.

(aa) "Worker-Owned Cooperative" is defined as a business that is organized or registered under Subchapter T or another applicable section of the Internal Revenue Code and for which all of the following is true: (1) There is democratic control of the business by the workers or employees of the business themselves; and (2) The workers or employees of the business comprise over fifty (50) percent of the ownership of the business.

SECTION 3. ACTS PROHIBITED

(a) No person shall operate a Marihuana Establishment in the Township without first obtaining a relevant Township Full License Authorization pursuant to the MRTMA and in accordance with the provisions of this Ordinance. A separate Township Full License Authorization is required for each Marihuana Establishment.

(b) A licensed Marihuana Establishment in the Township shall not display any of the following on the exterior of a building, a public billboard, or any sign for the Marihuana Establishment:

- (1) A green cross;
- (2) Anything that resembles any part of a marihuana plant; or
- (3) The words or phrases "marihuana," "marijuana," "cannabis," "dank," "pot," "kush," "weed," "THC," or "Mary Jane."

SECTION 4. AUTHORIZATION OF MARIHUANA ESTABLISHMENTS

(a) Except as provided herein and pursuant to the MRTMA, the Township shall authorize the following number of state licensed Marihuana Establishments to operate within its boundaries:

- (1) Marihuana Safety Compliance Facility - Zero (0) licenses
- (2) Marihuana Secure Transporter - Zero (0) licenses
- (3) Marihuana Class A Microbusiness - Zero (0) licenses
- (4) Marihuana Retailer - One (1) license issued at a minimum, maximum of one (1) license allowed
- (5) Marihuana Processor - Zero (0) licenses
- (6) Class A Marihuana Grower - Zero (0) licenses
- (7) Class B Marihuana Grower - Zero (0) licenses
- (8) Class C Marihuana Grower - Zero (0) licenses
- (9) Designated Consumption Establishment - Zero (0) licenses

(b) The Township shall not enact any Unreasonably Impracticable restrictions on the commercial sale and/or serving of food and beverages at a Designated Consumption Establishment.

(c) There shall be no more than a total of one (1) unique Business Facility Addresses at which a Marihuana Retailer or a Designated Consumption Establishment may operate, provided that more than one of these License Types may be located at the same Business Facility Address, and that the co-location of a Marihuana Retailer and a Designated Consumption Establishment at a Business Facility Address shall not count towards more than one (1) of the total limit of one (1) unique Business Facility Addresses allowed to operate within the Township for these License Types.

(d) Nothing in this Ordinance shall be read to prohibit any combination of a Marihuana Grower, a Marihuana Processor, a Designated Consumption Establishment, or a Marihuana Retailer from operating at a single location or from operating at the same location as a Marihuana Facility. Nothing in this Ordinance shall be read to prohibit a Designated Consumption Establishment from operating at the same Business Facility Address as a Marihuana Retailer. Notwithstanding anything else in this Ordinance, a Marihuana Retailer may not be located at the same Business Facility Address as another Marihuana Retailer.

SECTION 5. PROVISIONAL LICENSE APPLICATIONS

The Clerk shall develop an application process to apply for Provisional Licenses and the Clerk shall establish and make available Provisional License application forms (including a Provisional License Transfer form), which shall require a sworn oath from an authorized representative of the Local Applicant that all information contained within the application is true to the best of their knowledge, that they have the exclusive authority to apply for the business facility address and, in addition to this sworn oath, shall require no more than the following information:

- (1) The full name, date of birth, physical address, email address, and telephone number of the Local Applicant in the case of an individual; or, in the case of an entity, all Stakeholders thereof.
- (2) If the Local Applicant is an entity, the entity's articles of incorporation or organizational documents.
- (3) If the Local Applicant is an entity, the entity's employer identification number.
- (4) An affidavit that neither the Local Applicant nor any Stakeholder of the Local Applicant is in default to the Township.
- (5) The Business Facility Address for which the Local Applicant is applying for a License Type.
- (6) A "Commitment to Community" statement that demonstrates the Local Applicant's intent to advance the broader interest and goals of the community through local investment. This Commitment to Community statement shall outline the Local Applicant's intentions regarding the hiring of local residents and the employment of local contractors and local workers for improvements to its Business Facility Address, and its intentions for re-developing vacant, blighted, underutilized, and abandoned property through investments in its Business Facility Address. This section may include an Occupancy Affidavit.
- (7) A location area map that identifies the relative location(s) of, and distance(s) from, the school(s) nearest to the Business Facility Address, including compliance with the MRTMA's requirement that the location of the Marihuana Establishment be at least one-thousand (1,000) feet away from a school unless the Township adopts an ordinance lowering this distance requirement.
- (8) The License Type for which the Local Applicant is applying.
- (9) Documentation of ownership, lease agreement, or other legal arrangement permitting the Local Applicant to apply for a license or any and all municipal permits or approvals needed for the Business Facility Address pursuant to the terms of this Ordinance.
- (10) If applicable, a Community Benefits Agreement as defined in Section 2(j) of this Ordinance.
- (11) A social equity plan that details how the Local Applicant plans on furthering the social equity objectives of this Ordinance in terms of promoting business and employment opportunities for communities that have been disproportionately impacted by marihuana prohibition, and its commitment to hiring Individuals Disproportionately Impacted by Marihuana Prohibition. This social equity plan and the commitments that the Local Applicant makes shall be used for the purposes of scoring a Provisional License Application in Section 7 of this Ordinance and for any renewals or transfers as permitted by this Ordinance.
- (12) Documentation of the Local Applicant's Stakeholders of being Individuals Disproportionately Impacted by Marihuana Prohibition, if applicable, along with their respective ownership percentages. To verify proof of residency in a disproportionately impacted community as defined by the Agency, W-2 forms, mortgages, deeds, property tax documents, lease or rental agreements, insurance documents, voter registration, or other valid documentation may be used. To verify a marihuana-related conviction, a copy of judgment of sentence or other official documentation is required. To verify two (2) calendar years of caregiver experience, the Local Applicant must give authorization for the Agency to release relevant information under the MMMA or provide the appropriate supporting documentation.
- (13) A site plan or preliminary sketch of the proposed facility, detailing the location of basic security features, entrances and exits, dimensions, and proposed layout of the Business Facility Address. This may include the square footage of the Business Facility Address and the location of any shared walls, bathrooms, doors, air ventilation systems, or facilities with non-marihuana businesses and the location of any Business Facility Adjacent Addresses. The applicant may note if they are applying to be a vertically integrated facility by noting other License Types that they are applying for at the Business Facility Address.
- (14) If applicable, documentation that the Local Applicant has received a state operating license pursuant to the MMFLA or MRTMA or that the Local Applicant has received MMFLA or MRTMA pre-qualification approval from the Agency.
- (15) Documentation of the business operating, managing, or ownership experience of each of the Stakeholders of the Local Applicant.
- (16) The completion of a "Security Plan Checklist" that contains answers to the following questions along with supporting documentation: (i) Does the Local Applicant have a security plan to prevent minors from obtaining access to marihuana at the Business Facility Address? If so, provide supporting documentation; (ii) Does the Local Applicant have a security plan designed to deter potential robbery and theft from the Business Facility Address? If so, provide supporting documentation; (iii) Does the Business Facility Address of the Local Applicant meet the definition of a Stand Alone Business Facility Address and if so, does its security plan include the installation of physical security barriers to create a three hundred and sixty (360) degree perimeter surrounding its Stand Alone Business Facility Address for the purpose of deterring theft and crime? If so, provide supporting documentation.
- (17) The completion of a "Public Health Plan Checklist" that contains answers to the following questions along with supporting documentation: (i) Will the Local Applicant require that the employees at its Business Facility Address wear Personal Protective Equipment, including gloves, when handling marihuana and marihuana products? If so, provide supporting documentation; (ii) Does the Local Applicant have a public health plan to educate its customers about the potentially harmful side-effects of using marihuana in combination with other substances and to warn its customers about potential negative health effects of individuals with specific health conditions from using marihuana? If so, provide supporting documentation; (iii) Does the Business Facility Address of the Local Applicant contain an existing ventilation system that is not also utilized by a non-marihuana establishment or other non-marihuana business and where the ventilation system directs air from the Marihuana Establishment to the outside of the building through a filtration system sufficient to remove visible smoke if applicable, consistent with all applicable building codes and ordinances and adequate to eliminate odor at the boundary line of the Business Facility Address? If so, provide supporting documentation; (iv) Does the Business Facility Address of the Local Applicant qualify as a Stand Alone Business Facility Address? If so, provide supporting documentation.

SECTION 6. APPLICATION FEE

(a) The Township shall establish a nonrefundable Provisional License application fee to be paid upon filing any application for a Marihuana Establishment by a Local Applicant. The amount of the initial Provisional License application fee may be set by Township Board resolution, but shall not exceed one hundred dollars (\$100), with a final application fee that does not exceed four thousand nine hundred dollars (\$4,900) to be paid to the Township upon approval of a state operating license issue by the Agency for the License Type at the Business Facility Address. If the Township fails to establish such a fee by the time that the initial application window opens, the fee amount shall default to the maximum amount of one hundred dollars (\$100) for the initial Provisional License application fee and four thousand nine hundred dollars (\$4,900) for the final fee paid, which shall be paid upon issuance of a state operating license to the Local Applicant.

SECTION 7. APPLICATION REVIEW

(a) The Clerk shall establish a process to receive, process, and review applications in order to determine that all applicable required content listed in Section 5 of this Ordinance has been included and that the relevant application fee has been paid, but the process may not conflict with the provisions of this Ordinance. The Clerk may only refuse to process an application for failure to pay the initial application fee.

(b) Except as provided by law, all materials submitted to the Township as part of an application shall be exempt from disclosure under the Freedom of Information Act, 1976 PA 442, MCL 15.231 et seq.

(c) The Clerk may set the opening of the initial application window for Marihuana Establishments no later than ten (10) days after the effective date of this Ordinance. But if the Clerk fails to set the initial application window within ten (10) days after the effective date of this Ordinance, the initial application window for Marihuana Establishments shall automatically open on the eleventh (11th) day after the effective date of this Ordinance. If the Clerk fails to make an application form available for Marihuana Establishments, Local Applicants may prepare and file their own application which must include information for at least twelve (12) of the items listed in Section 5 of this Ordinance and be titled "Marihuana Establishment Application" and be filed with the Clerk and must include the sworn oath as required in Section 5 of this

Ordinance. The initial application window for Marihuana Establishments shall close ten (10) days after it opens. One (1) calendar year after Provisional Licenses for Marihuana Establishments have been awarded to Local Applicants who apply within the initial application window for Marihuana Establishments, the Clerk may set a subsequent application window.

(d) Overall scoring and ranking shall be conducted and applied by the Clerk on the basis of assigned points from zero (0) points to one hundred (100) points with the lowest possible total score being zero (0) points and the highest possible total score being one hundred (100) points. In the event of an evaluation scoring tie, which causes there to be two (2) or more Local Applicants who achieve equal scores, the scoring-tied Local Applicants will be entered into a random draw to determine their relative rankings under this scoring procedure.

(e) After the closing of the initial application window, the Clerk shall score and rank applications for Marihuana Establishments by using the following scoring criteria which can be objectively verified by category for applications submitted during the initial application window for Marihuana Establishments.

(1) **LOCAL APPLICANT VETTING.** This category shall refer to the degree to which the Local Applicant has been found qualified for licensure by the Agency. A maximum of fifty (50) points shall be awarded for this category. If the Local Applicant possesses a State operating license pursuant to the MMFLA or the MRTMA, fifty (50) points shall be awarded for this category; or, if the Local Applicant possesses a state prequalification approval from the Agency pursuant to the MMFLA or the MRTMA, forty (40) points shall be awarded for this category. A Local Applicant can only earn points for either a state operating license or a state pre-qualification letter in this category.

(2) **COMPLETENESS:** This category shall refer to the information which may be included in an application under the provisions of Section 5 of this Ordinance. The maximum number of scoring points in this category shall be ten (10) points. Points in this category shall only be determined based on the completeness of the application. Completeness shall be defined as the number of items in Section 5 of this Ordinance for which information has been submitted. If the application contains information for less than twelve (12) of the items listed in Section 5 of this Ordinance, zero (0) points shall be awarded for this category. If the application contains information for twelve (12) to thirteen (13) of the items listed in Section 5 of this Ordinance, seven (7) points shall be awarded for this category. If the application contains information for over thirteen (13) of the items listed in Section 5 of this Ordinance, ten (10) points shall be awarded for this category. Completeness in this category shall only refer to whether or not information for a Section 5 item has been provided, and is not an assessment of the subjective quality or sufficiency of said information.

(3) **BUSINESS EXPERIENCE.** This category shall refer to the years of business operating experience of the Stakeholders of the Local Applicant in operating either marihuana or non-marihuana businesses. A maximum of ten (10) points shall be awarded for this category, and one (1) point shall be awarded for each total year of combined business operating experience by the Stakeholders of the Local Applicant as documented in Section 5(15) of this Ordinance.

(4) **SECURITY AND PUBLIC HEALTH:** This category allocates points based on whether the Business Facility Address of a Local Applicant has features that will increase the security of the Marihuana Establishment and reduce any public health risks that may result from the Marihuana Establishment. A maximum of seven (7) points shall be awarded for this category. If the Local Applicant for the proposed Marihuana Establishment has answered affirmatively and has provided the appropriate supporting documentation to at least two (2) of the Security Plan Checklist questions listed in Section 5(16) of this Ordinance, one (1) point shall be awarded for this category; or, if the Local Applicant for the proposed Marihuana Establishment has answered affirmatively and has provided the appropriate supporting documentation to all of the Security Plan Checklist questions listed in Section 5(16) of this Ordinance, three (3) points shall be awarded for this category. If the Local Applicant for the proposed Marihuana Establishment has answered affirmatively and provided the appropriate supporting documentation to at least two (2) of the Public Health Plan Checklist questions listed in Section 5(17) of this Ordinance, two (2) additional points shall be awarded for this category; or, if the Local Applicant for the proposed Marihuana Establishment has answered affirmatively and has provided the appropriate supporting documentation to all of the Public Health Plan Checklist questions listed in Section 5(17) of this Ordinance, four (4) additional points shall be awarded for this category.

(5) **STRUCTURAL SUITABILITY:** This category allocates points based on whether the Business Facility Address is likely to be in compliance with the MRTMA, the time it will take for the Business Facility Address to come into compliance with the MRTMA, and the safety risk posed by building structures that are not well suited to operate as Marihuana Establishments. A maximum of ten (10) points shall be awarded for this category. Application information in Section 5(13) shall be used for the purposes of allocating points in this category. If the application is for a Marihuana Retailer License Type and the Business Facility Address contains a minimum of two thousand (2,000) square feet, ten (10) points shall be awarded for this category. If the application is for a Marihuana Retailer License Type and the application contains a site plan for the Business Facility Address to be at least 2000 square feet, five (5) points shall be awarded for this category. If the application is for a Marihuana Grower License Type and the Business Facility Address contains a minimum of five thousand (5,000) square feet, ten (10) points shall be awarded for this category.

(6) **COMMITMENT TO COMMUNITY:** This category allocates points based on the Local Applicant's commitment to advance the broader interest and goals of the community through investment in the people of the community and in the community's tax base. This is demonstrated through the following criteria: Commitment to the hiring of local residents and hiring of local contractors for work and improvements to its Business Facility Address, and commitment to long-term investment in the community through the redevelopment of vacant, blighted, or abandoned property in the community. The maximum number of scoring points in this category shall be seven (7) points. Points in this category shall be awarded as follows: If the Local Applicant, as part of the Commitment to Community category of its application, commits to hiring a minimum of ten (10) percent of its employees from local residents of the Township, one (1) point shall be awarded for this category. If the Local Applicant, as part of the Commitment to Community category of its application commits to hiring local contractors for work and improvements to its Business Facility Address, one (1) additional point shall be awarded for this category. Points for long-term community investment and re-development shall be awarded based on the Percentage Occupancy of the Business Facility Address. If the Business Facility Address has a Percentage Occupancy of zero percent, the Local Applicant shall be awarded five (5) additional points for this category. If the Business Facility Address has a Percentage Occupancy greater than zero (0) percent and less than or equal to twenty-five (25) percent, the Local Applicant shall be awarded three (3) additional points for this category. If the Business Facility Address has a Percentage Occupancy greater than twenty-five (25) percent and less than or equal to fifty (50) percent, the Local Applicant shall be awarded two (2) additional points for this category. If the Business Facility Address has a Percentage Occupancy greater than fifty (50) percent, the Local Applicant shall be awarded zero (0) additional points for this category. If the Business Facility Address consists of no commercially viable building structures or is a Vacant Land Parcel, the Local Applicant shall be awarded zero (0) additional points for this category.

(7) **SOCIAL EQUITY:** This category allocates points based on whether the Local Applicant has made a commitment to hire Individuals Disproportionately Impacted by Marihuana Prohibition. A maximum of six (6) points shall be awarded for this category. If the Local Applicant commits to hire a minimum of twenty-five (25) percent of its workforce consisting of Individuals Disproportionately Impacted by Marihuana Prohibition, three (3) points shall be awarded for this category; or, if the Local Applicant commits to hiring a minimum of ten (10) percent of its workforce consisting of Individuals Disproportionately Impacted by Marihuana Prohibition, one (1) point shall be awarded for this category. If the Local Applicant includes a Community Benefits Agreement in their application that meets the requirements of Section 5(10) of this Ordinance, three (3) additional points shall be awarded for this category.

(f) At the closing of the first ten (10) day initial application window, the Clerk shall process and score applications for Marihuana Establishment License Types, starting with Marihuana Designated Consumption Establishments, which shall be awarded Provisional Licenses for Marihuana Establishments first, then Marihuana Retailers, which shall be awarded Provisional Licenses for Marihuana Establishments second, then Marihuana Microbusinesses, which shall be awarded Provisional Licenses for Marihuana Establishments third, and the remainder of the available Marihuana Establishment License Types shall be awarded in order of the highest scoring Local Applicant.

(g) If, after Provisional Licenses for Designated Consumption Establishments have been awarded, pursuant to the limitations of Section 4(c) of this Ordinance, there are no Business Facility Address locations available for a Marihuana Retailer application where the Business Facility Address does not already have and will not receive a Provisional License or a Township Full License Authorization for a Designated Consumption Establishment at the Business Facility Address, the Clerk shall award Provisional Licenses for Marihuana Retailers only for those Business Facility Addresses that already have received or will receive Provisional Licenses or Township Full License Authorizations for Designated Consumption Establishments in order of the highest scoring Local Applicant.

(h) If the Clerk fails to award one (1) Provisional Licenses for Marihuana Retailers, Marihuana Microbusinesses, and/or Designated Consumption Establishments within thirty (30) days after the closure of the initial application window, all Fully Qualified Provisional License Applications shall be deemed to have local approval under this Ordinance to operate a Marihuana Establishment contingent upon approval of a State Marihuana Establishment license by the Agency. Notwithstanding anything else contained in this Ordinance, under this circumstance, the Township shall not nor shall any of its representatives notify the Agency that a proposed Marihuana Establishment is not or was not in compliance with an ordinance consistent with the MRTMA and in effect at the time of the Local Applicant's application to the Agency, and any proposed Marihuana Establishment whose application is a Fully Qualified Provisional License Application shall be authorized to operate in the Township in accordance with state law without any Township Marihuana Establishment local approval, permit, license, Provisional License, or Township Full License Authorization as long as they operate pursuant to the rules and regulations promulgated by the Agency. If the requirements for one or more Fully Qualified Provisional License Applications to automatically receive local approval to operate pursuant to a state operating license have been met, this number of Fully Qualified Provisional License Applications shall control the number of Marihuana Establishments allowed if the number is greater than the number set in Section 4 of this Ordinance.

(i) If a Local Applicant is granted a Provisional License for a Fully Qualified Provisional License Application through a writ of mandamus to the Township or by compelling the Township to act through a court order because the Township has failed to award one (1) Provisional Licenses for Marihuana Retailers, Marihuana Microbusinesses, and/or Designated Consumption Establishments within thirty (30) days after the closure of the initial application window, such a Local Applicant shall not

be required to pay more than a maximum annual amount of five-hundred dollars (\$500) for the next ten (10) calendar years for its Township Full License Authorization annual renewal fee.

(j) A Provisional License may be used to satisfy the licensing requirements for a Local Applicant going through the Agency's licensing process for a Marihuana Establishment. A Provisional License shall automatically become a Township Full License Authorization when the Agency issues a license to the Marihuana Establishment at the Business Facility Address.

(k) The Clerk shall verify that the Occupancy Affidavit submitted by a Local Applicant is accurate and truthful, along with information regarding the structural suitability of a Business Facility Address that is submitted by a Local Applicant.

SECTION 8. LICENSE REQUIREMENTS

(a) A Township Full License Authorization under this Ordinance shall be subject to the following conditions:

- (1) Compliance with the requirements of this Ordinance;
- (2) Compliance with the provisions of the MRTMA and any rules promulgated thereunder; and
- (3) Marihuana Establishments shall only operate between the hours of 9:00 AM and 9:00 PM, seven (7) days per week. Notwithstanding this requirement, processor, grower, or cultivation licensees may operate twenty-four (24) hours per day, seven (7) days per week.

SECTION 9. LICENSES GENERALLY

(a) A Township Full License Authorization that is issued under this Ordinance shall be posted at all times inside the Marihuana Establishment in a conspicuous location near the entrance.

(b) Except as provided in this Ordinance, the term of a Township Full License Authorization shall be for one (1) calendar year subject to renewal by the Clerk upon continued compliance with this Ordinance.

(c) Licensees or Provisional License holders may transfer a Township Full License Authorization or Provisional License issued under this Ordinance to a location at a different Business Facility Address upon receiving written approval from the Clerk, which shall not be withheld unless the new proposed Business Facility Address would be in violation of a local zoning ordinance. In order to request Township approval to transfer a Township Full License Authorization or Provisional License to a new Business Facility Address, the licensee or Provisional License holder must submit a written request to the Clerk, indicating the current location of the Marihuana Establishment and the new proposed Business Facility Address. The Clerk shall respond to a location transfer request within five (5) days of receipt of the request. Notwithstanding this section, a Microbusiness license may not be transferred to any other Business Facility Address within the Township.

(d) Licensees or Provisional License holders may transfer a Township Full License Authorization or Provisional License issued under this Ordinance to a different individual or entity, and the licensee or Provisional License holder shall notify the Clerk of the transfer. The transfer must comply with the MRTMA, and any applicable rules promulgated thereunder, and shall not require approval by the Agency. Except as provided in Section 9(e), the Township shall be prohibited from interfering with a Township Full License Authorization or Provisional License transfer, provided that the new Local Applicant or individual owner notifies the Township of the transfer by filing an application with the Clerk upon a form provided by the Township or, if such a form is unavailable, by submitting the information required in Section 5 of this Ordinance to the Clerk. In either case, the Clerk must respond to such a transfer request within five (5) days of receipt of the request. The Clerk shall grant the new licensee or Provisional License holder or Township Full License Authorization holder/owner the same rights as the previous licensee or Township Full License Authorization owner or Provisional License owner. The Local Applicant that receives the transfer of the Provisional License or Township Full License Authorization or license shall remain legally bound by any commitments made in the original application to the Township that governed the original issuance of the Provisional License or Township Full License Authorization or license it is receiving by transfer, including commitments made in the Commitment to Community and social equity categories of the original application.

(e) Notwithstanding the requirements of Section 9(a), (b), (c), or (d), neither a Marihuana Microbusiness Provisional License nor a Marihuana Microbusiness Township Full License Authorization may be transferred to anyone with an ownership percentage by Individuals Disproportionately Impacted by Marihuana Prohibition that is less than the ownership percentage of the Local Applicant who was originally awarded the Provisional License or Township Full License Authorization to be transferred. Furthermore, notwithstanding the requirements of Section 9(a), (b), (c), or (d), no Provisional License or Township Full License Authorization may be transferred to a Local Applicant that does not have a "Commitment to Community" application category score equal or greater to the Local Applicant that is transferring the Provisional License or license or Township Full License Authorization, and no Provisional License or Township Full License Authorization or license may be transferred to a Local Applicant that does not have a Social Equity application category score of equal or greater than the license holder that is transferring the Provisional License or license or Township Full License Authorization.

(f) Notwithstanding the requirements of this Ordinance, the provisions of this Ordinance that are dependent upon Percentage Occupancy shall not apply to any renewal applications or to any transfer applications for a license or Provisional License or Township Full License Authorization.

(g) A Provisional License and a Township Full Authorization License shall be considered a vested property right by the Township and treated as such.

SECTION 10. RENEWALS

(a) Provisional Licenses shall be valid for one (1) calendar year from the date they are issued.

(b) Application for a Township Full License Authorization renewal shall be made in writing to the Clerk at least thirty (30) days prior to the expiration of an existing license. Licenses shall be renewed annually. A Provisional License shall automatically be renewed for one (1) calendar year by a Local Applicant upon paying a five thousand dollar (\$5,000) annual renewal fee, provided that it adheres to the requirements in Section 12 of this Ordinance, and there shall be no limitations to the number of renewals allowed for a Provisional License for any reason whatsoever including any change in the Local Applicant's relationship to the Business Facility Address. Notwithstanding the requirements of Section 6 of this Ordinance, there is an exception to the five thousand dollar (\$5,000) annual renewal fee for any Local Applicant that is granted a Provisional License for a Fully Qualified Provisional License Application by order of a court because the Township has failed to award one (1) Provisional Licenses for Marihuana Retailers, Marihuana Microbusinesses, and/or Designated Consumption Establishments within thirty (30) days after the closure of the initial application window, or for a Local Applicant that is granted the ability to operate by right by a Court order because the Township fails to award one (1) Provisional Licenses for Marihuana Retailers, Marihuana Microbusinesses, and/or Designated Consumption Establishments within thirty (30) days after the closure of the initial application window. Such a Local Applicant shall not be required to pay an annual licensing or Township Full License Authorization renewal fee exceeding the total annual amount of five-hundred dollars (\$500) for the next ten (10) calendar years of the Township Full License Authorization annual renewal for any License Type at any approved Business Facility Address within the Township.

(c) An application for a Provisional License renewal or a Township Full License Authorization renewal required by this Ordinance shall be made under oath on forms provided by the Clerk. This renewal form shall be developed by and made available by the Clerk.

(d) An application for a Provisional License renewal or a Township Full License Authorization renewal shall be accompanied by a renewal fee, which shall be set by resolution of the Township Township Board, but shall not exceed five thousand dollars (\$5,000).

(e) A renewal shall be deemed approved if the Township has not issued a formal notice of denial within thirty (30) days of the renewal date.

(f) After a Microbusiness License holder has been operating for six (6) months at a Business Facility Address, one or more different Local Applicant(s) may request and shall be approved by the Township for an additional Microbusiness Provisional License(s) at a different Business Facility Address on the same land parcel as the original Business Facility Address which has been operating for at least six (6) months. This provision shall control the number of Marihuana Microbusiness Establishments authorized in Section 4 of this Ordinance.

SECTION 11. LICENSE REVOCATION OR SUSPENSION.

Each Marihuana Establishment within the Township for which a Township Full License Authorization is granted shall be operated and maintained in accordance with all applicable laws, rules, and regulations in the Township and State. Upon any material violation of this Ordinance that a Local Applicant has failed to remedy after being provided with the sufficient time needed to make the correction, the Clerk may, after a notice and hearing, revoke or suspend such license as hereinafter provided.

SECTION 12. CRITERIA FOR NONRENEWAL, SUSPENSION, OR REVOCATION OF LICENSE

In addition to any other reasons set forth in this Ordinance, the Township may refuse to issue a license or grant renewal of the license, or the Township may suspend or revoke the license, for any of the following reasons:

(a) Failure of the licensee to demonstrate to the Township that it has complied with a Community Benefits Agreement it has committed to and the social equity plan provided in its application, including any commitments it may have made to hire Individuals Disproportionately Impacted by Marihuana Prohibition in order to receive its Provisional License or local approvals.

(b) In any case in which the Township has refused to issue a license or grant renewal of a license, or has suspended or revoked a license, the Clerk shall notify a Local Applicant or licensee or Township Full License Authorization Holder of the reasons for denial, suspension, or nonrenewal of an application for a License Type or a Township Full License Authorization renewal or for revocation of a license or any adverse decision under this Ordinance and provide the Local Applicant or licensee with the opportunity to be heard. Any Local Applicant or licensee aggrieved by the denial, suspension, or revocation of a license or other adverse decision under this Ordinance may appeal to the Clerk. Such appeal shall be taken by filing with the Clerk within fourteen (14) days after notice of the denial, suspension, revocation, or other adverse decision has been mailed to the last known address of the Local Applicant, Licensee, or Provisional License Holder on the records of the Clerk, a written statement setting forth the grounds for such appeal. Upon receipt of the written statement, the Clerk shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Clerk. The Clerk shall review the report and recommendation of the hearing officer and make a decision on the matter. The Clerk's decision may be further appealed to the Township Township Board if applied for in writing to the Township Board no later than fourteen (14) days after the Clerk's decision has been mailed to the Local Applicant or licensee's last known address on the records of the Clerk. The review on appeal of a denial or revocation or adverse decision shall be by the Township Board pursuant to the requirements of this Ordinance. Any decision by the Township Board on an appeal shall be subject to all remedies available to the Local Applicant under the laws of the State of Michigan.

SECTION 13. COMMUNITY BENEFITS PROGRAM

The Township may establish a Community Benefits Program for the purpose of economic development within the Township and to assist Individuals Disproportionately Impacted by Marihuana Prohibition in the creation of Worker-Owned Cooperatives, gaining employment in the marihuana industry within the Township, and starting licensed marihuana businesses in the Township, though not every one of these goals need be accomplished simultaneously through the actions of the Community Benefits Program. This program, if established by the Township, shall be subject to rules developed by the Township and shall be subject to the following requirements:

(a) All funds contributed pursuant to Community Benefits Agreements from Marihuana Establishments in the Township shall go to a registered 501c3 nonprofit organization designated by the Township, which shall work to effectuate the goals of the program on behalf of the Township and provide an annual report to the Township on its activities.

(b) The Township shall develop an application process for selecting a 501c3 nonprofit organization to manage the Community Benefits Program. Criteria for the 501c3 nonprofit organization shall include, but shall not be limited to, organizations that have at least five (5) years of experience working to develop Worker-Owned Cooperatives, and the nonprofit shall have at least one member of its staff or its board of directors with at least two years of experience working with the licensed cannabis industry in Michigan, which may include legal or other municipal governance experience with the licensed cannabis industry in Michigan.

(c) The nonprofit selected by the Township shall not be a religious organization, and shall not have members of its board of directors or staff who are relatives or family members of Township employees or staff or anyone receiving compensation in any capacity from the Township. The nonprofit selected by the Township shall not have any members of its board of directors hold officer positions within the Township or seats on the Township Township Board. No employee, member of the Township Township Board, or family member or relative of any Township employee or member of the Township Township Board shall receive any direct or indirect payment from the nonprofit. Nonprofits applying to be considered to manage the Community Benefits Program shall disclose all members of their board of directors and staff and the Township shall confirm that the nonprofit is in compliance with these requirements.

(d) The nonprofit selected by the Township shall use funds contributed pursuant to Community Benefits Agreements in the Township to assist Individuals Disproportionately Impacted by Marihuana Prohibition in starting Worker-Owned Cooperatives within the Township, gaining employment in the marihuana industry within the Township, and/or to start marihuana businesses within the Township.

(e) No more than twenty (20) percent of funds the nonprofit receives from Community Benefits Agreements in the Township may be used for administrative purposes by the nonprofit. The remaining funds shall be allocated through grant-making in order to achieve the goals of the Community Benefits Program.

(f) The Township may set up additional procedures, rules, or regulations that it deems necessary to implement the Community Benefits Program.

SECTION 14. REPEALER

All ordinances or parts of ordinances that conflict with this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect, and any other provisions of ordinances or Township regulations or Township Resolutions that conflict with this Ordinance are inapplicable to conduct authorized under this Ordinance.

SECTION 15. EFFECTIVE DATE

This Ordinance shall become effective immediately upon voter enactment.

SECTION 16. SEVERABILITY AND EXECUTION

The various parts, sections and clauses of this Ordinance are hereby declared to be severable and self-executing. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid as to any person or circumstance by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby and that invalidity or unenforceability shall not affect the validity, enforceability, or application of any other portion of this Ordinance. Ordinances may be enacted to facilitate operation of this Ordinance. This subsection shall be liberally construed in favor of voters' rights in order to effectuate its purposes. If any portion of this subsection is held invalid or unenforceable as to any person or circumstance, that invalidity or unenforceability shall not affect the validity, enforceability, or application of any other portion of this Ordinance. In cases where there is a conflict between the MMFLA and the MRTMA, the MRTMA shall control.

ADDRESS ASSIGNMENT

Permit #	Contractor	Job Address	Fee Total
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Work Description: New address, new road , Springborn Drive. North of M59 (Highland Road), east of Oak Grove, on south side of Springborn Drive

Total Permits For Type: 0
Total Fees For Type: \$25.00

Commercial Land Use

Permit #	Contractor	Job Address	Fee Total
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Work Description: Moving in to existing space, no structural changes.

Total Permits For Type: 0
Total Fees For Type: \$50.00

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
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Work Description: 22kw Generac all home generator project
Work Description: Re-roofing, no structural changes.
Work Description: Tear off and re shingle pole barn only.
Work Description: 10' x 18' composite deck with stairs w outside gate.

Total Permits For Type: 0
Total Fees For Type: \$160.00

Report Summar

Populatio All Records

Grand Total Fees: \$235.00

Grand Total Permits: 0

Code Enforcement List

02/27/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
2900 BREWER RD	LECHEVALIER KAYED	4706-22-200-014	02/20/2024	PUBLIC - COMPL	OPEN - FIRST LETTER SENT
Complant Farm tractor on a lot under 2 acres. Truck (ranger) been parked in the same spot for 2 years. Green house in front yard unused in years. Junk all over front yard, truck bed, camper top, rotten logs and tree debri. Trailer in front yard.					
Comments 2.21.2024 completed a site visit. 2.22.2024 first letter sent.					
5555 OAK GROVE RD	SCOTT SHAUN AND D	4706-02-200-012	02/12/2024	PUBLIC - COMPL	OPEN - FIRST LETTER SENT
Complant Mobile has been demolished, piles of junk in the yard and the frame is still on the property.					
Comments 2.21.2024 a site visit was completed and verified that there are piles of junk in the yard and a fram from an old mobile home. 2.22.2024 first letter sent.					

Code Enforcement List

02/27/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3395 FLEMING RD Complant Messy yard, cars, trucks and car parts. No address given located one houes south of 3425 Fleming.	CARPENTER CHRISTY	4706-18-400-012	12/09/2024	PUBLIC - COMPL	OPEN - FIRST LETTER SENT
Comments 2.21.2024 site visit found junk cars and car part. 2.22.2024 first letter sent.					
2520 BOWEN RD Complant Backyard looks like a land file.	SOJA LORI A AND MO	4706-22-100-011	01/09/2024	PUBLIC - PHONE	OPEN - FIRST LETTER SENT
Comments 1.9.2024 Did a site visit. found junk cars and piles of junk. 1.11.2024 Sent out first letter. 1.25.2024 The owner was in the office today, said he could have the cars moved in the next two weeks, and ask for ninety days to get the rest of the yard cleaned up.					

Code Enforcement List

02/27/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
222 BAIN DR	OTREMBA EMILY AND	4706-14-401-039	01/09/2024	PUBLIC - WALK I	OPEN - COMPLANT RECEIVE
Complant Running a construction buisness out off the home. Employes parking in the street blocking driveways, trailers stored in the front yard.					
Comments 1.9.2024 I have been by the site several times there has not been any cars in the street. One truck and trailer in the driveway. 2.1.2024 i have made several more site visits, i have not seen anything new. will continue to watch this property. 2.6.2024 drove by the site, there where cars parked in the street. 2.7.2024 first letter sent. 2.12.2024 Spoke with Emily Otremba about runnig a buisness out of the house, truck were parked in the road today, they are putting gravel in the side yard to park the trail out of the front. 2.21.2024 did a site visit today. there is a new parking are next to the dive in the front yard with two trailers parked there.					
BREWER	OSHIELDS JACKSON A	4706-22-200-041	11/10/2023	PUBLIC - EMAIL	OPEN - FIRST LETTER SENT
Complant Tires remaining on property. 2 tractor tires and one old military tire. Been here for yr's and half buried, pile of bike tires, and a pile of junk cinder blocks.					
Comments 1.9.2024 Letter sent to the new owners. 1.16.2024 Mr. Oshields call asking about the tires, he had not seen them yet. He said he would get it cleaned up.					

Code Enforcement List

02/27/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3353 BOWEN RD Complant Camper in front of house.	FRANTJESKOS CHARL	4706-21-400-005	10/25/2023	PUBLIC - COMPL	OPEN - FIRST LETTER SENT
Comments 1.9.2024 Site visit, camper is being stored in the front yard. 1.10.2024 First letter sent. 1.18.2024 Owner was in said he would move the camper as soon as the weather permitted.					
5407 OAK GROVE RD Complant Since March they have had piles of trash outside of their home, broke windows and garage doors, couch and loveseat sitting at the end of the driveway. The trash is getting worse and worse as time goes on and its starting to look ridiculous. I have attached photos we have taken driving by the house to see how bad the yard is. We have also been in contact with Cohoctah township since last year and they said they have received multiple complaints about this home but just told us its in Howell Township zone.	RAMIREZ JUSTICE	4706-02-401-008	10/11/2023		OPEN - SECOND LETTER SEN
Comments 10.26. 2023 Junk and trash in front of the garage, an old couch or chair in the front yard. 11.28.2023 Second letter sent.					

Code Enforcement List

02/27/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5057 WARNER RD	HARTER EDWARD H	4706-19-200-005	03/14/2022	PUBLIC/ EMAIL	OPEN - SECOND LETTER SEN
Complant LARGE AMOUNT OF JUNK AND LITTER IN THE YARD.					
Comments 4.17.2023 THERE IS MORE JUNK NOW THEN THERE WAS LAST MARCH OF 2022 OR JANUARY OF 2023. 5.25.2023 I SPOKE WITH MR. HARTER HE IS STARTING TO CLEAN THE SITE UP, HE SAID THAT IT WILL TAKE SOME TIME TO GET IT ALL CLEANED UP. I WILL BEE CHECKING ON HIS PROGRESS EVERY FEW WEEKS TO MAKE SURE HE IS MAKING PROGRESS. 6.29.2023 SOME PROGRESS HAS BEEN MADE. WILL CHECK BACK IN A COUPLE OF WEEKS. 1.9.2024 did a site vist there has been no progress made on the clean up. 1.11.2024 Finial letter sent.					
370 N TRUHN RD	MUNSELL MATTHEW	4706-31-300-003	08/02/2022	PUBLIC/ PHONE	OPEN - SECOND LETTER SEN
Complant CALLER COMPLANED OF JUNK AND UN LICENSED VEHICLES					
Comments DID A SITE VISIT ON 8.3.2022 PICTURES ATTACHED. 4.17.2023 THERE ARE STILL SEVERAL VEHICLES AND JUNK IN THE YARD. 4.24.2023 MATT CALLED SAID WE WILL TALK WITH THE RENTER AND GET BACK WITH ME NEXT WEEK. 5.22.2023 DID A SITE VISIT, SOME CLEAN UP HAS BEEN COMPLETED THERE ARE STILL SEVERAL TRUCK ON THE SITE THAT DO NO APPEAR TO BE IN RUNNING CONDITION. 1.9.2024 There are still several junk trucks on site, a camper with a large hole in the side, and several other junk piles. 1.10.2024 Finial notice sent. 1.16.2024 Mr. Munsell was in the office. Said that the camper is still liesced., and will be getting the truck off the property. will clean up the site in the spring when the sown is gone.					

Records: 10

Population: All Records

Monthly Activity Report for February 2024 – Assessing Dept/Brent Kilpela

MTT UPDATE:

No appeals at this time.

SMALL CLAIMS TRIBUNAL:

No appeals at this time.

ASSESSING OFFICE:

ASSESSOR: The 2024 Assessment Notices were mailed out by the print vendor on February 16th. The first batch printed on Goldenrod paper were sent out incorrectly. All residents and businesses received the exact same Notice of Assessment. When the mistake was realized, the printing company acted quickly in sending out the corrected notices on Green paper. This did add quite a bit of stress to our small staff at the Township. However, I was proud and thankful that we all banded together and helped get the message out to the concerned residents.

Personal Property Statements have all been processed and Notices of Assessment have been sent out of our office. This is a busy time with the February 20th deadline. There is a quick turnaround with getting these Assessments out and turning the Assessment Roll over to the Board of Review on March 5th. This will be the first year using BS&A Cloud for the March Board of Review. Setup will be easier as everything can be run from a laptop and not from our Township server. All the current Board of Review members will have met the education requirement by the March 5th organizational meeting. The State Tax Commission requires a board member to attend an approved class every other year. I mention this because it is part of my Audit of Minimum Assessing Requirements. My next AMAR review will be in 2025.

OTHER: Attended monthly Waste Water Treatment Plant meeting. Assisted with interviews for Deputy Treasurer Position.

Howell Township
Wastewater Treatment Plant Meeting
Meeting: February 21, 2024 10 am

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

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

SCADA: Greg and James are working through the last few items with UIS to get the SCADA system up and running in a format similar to the GO plant.

Grand River Manhole: One of the manholes along Grand River Avenue near Chase Bank is having a lot of debris build up inside. James and the crew cleaned the manhole and the lines running to and from the manhole before plugging it off. They chiseled out the drain line and applied some concrete and smoothed out the surface.

Brush Clearing: MHOG rented the forestry mulching machine and cleared the brush along water and sewer lines in wooded areas.

Roof Repairs: Attached is the quote approved by the Committee to repair the RAS building roof along with the trim and fascia around the plant.

Respectfully submitted,

Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



February 2024

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 January.

During the last month of operations, we treated **12.06 MG** of wastewater with no permit violations.

All preventative maintenance was completed at the plant.

The weather warmed up January 24th-28th and we received 2.1 inches of rain along with snowmelt. The daily average went from 0.32MG to 0.5MG during this period. This is due to infiltration in the sanitary system. The plant operators had to divert flow into the empty clarifier to reduce the hydraulic loading on the clarifier in service. We made it through this event with no permit violations.

UIS is close to completing SCADA at the WWTP. We had a meeting with them last month to go over the project and give them a list along with screen shots of what we expect the final product to look like. I have included this in the report.

Process Summary

EQ Tank

- Operating North Tank
- 5 broken gate valves

Influent Sampler

- Normal Operation

Headworks

- Normal Operation

FeCl₂ Chemical Room

- Normal Operation

Aeration Basin

- Normal Operation

Junction Chamber

- Normal Operation

RAS Building & Clarifier

- Temporally filled empty clarifier to help reduce hydraulic loading on the clarifier in service

Sand Filters

- Normal Operation

Post Aeration

- Normal Operation

UV System

- Normal Operation

Recycle Pump Station

- Normal Operation

Howell Township WWTP	
Plant Performance	Jan-24
HT WWTP Flows	
TOTAL MONTHLY EFF (MG)	10.03
TOTAL MONTHLY INF (MG)	12.06
Final Effluent Monitoring	
INF pH	7.26
EFF pH	7.20
INF NH3-mg/L	33.47
EFF NH3-mg/L	0.12
INF PO4-mg/L	5.70
EFF PO4-mg/L	0.20
INF TSS-mg/L	541.22
EFF TSS-mg/L	6.85
INF CBOD-mg/L	193.65
EFF CBOD-mg/L	2.05
<i>AVG.% NH3-N REMOVAL</i>	99.65%
<i>AVG.% TOTAL P REMOVAL</i>	96.45%
<i>AVG.% TSS REMOVAL</i>	98.73%
<i>AVG.% CBOD REMOVAL</i>	98.94%
AVG.% OVERALL REMOVAL RATE	98.44%
Chemical Used	
Ferric Gallons	806
Utilities	
Gas	1,305
Power KWH	36,160
Water Gallons	95,679
Sludge Processing	
Gallons Wasted	223,666
Gallons Hauled	
Weather Summary	
TOTAL PRECIPITATION	3.42
AVG DAILY PRECIPITATION	0.31
MAX DAILY	1.00





NO
TRESPASSING







Howell Township Pump Stations

Summary

Pump Stations were checked weekly.

We cleaned and televised the manhole in front of Chase Bank along with the manhole on Brewer Road. The Chase Bank manhole has some high spots that need to be chipped away along with some rough spots in the concrete we need to smooth out.

PS-70

- Normal Operation

PS-71

- Normal Operation

PS-72

- Normal Operation

PS-73

- Waiting on Rebuild Pump from Kennedy

PS-74

- Normal Operation

PS-75

- Waiting on Block Heater for Generator

PS-76

- Normal Operation

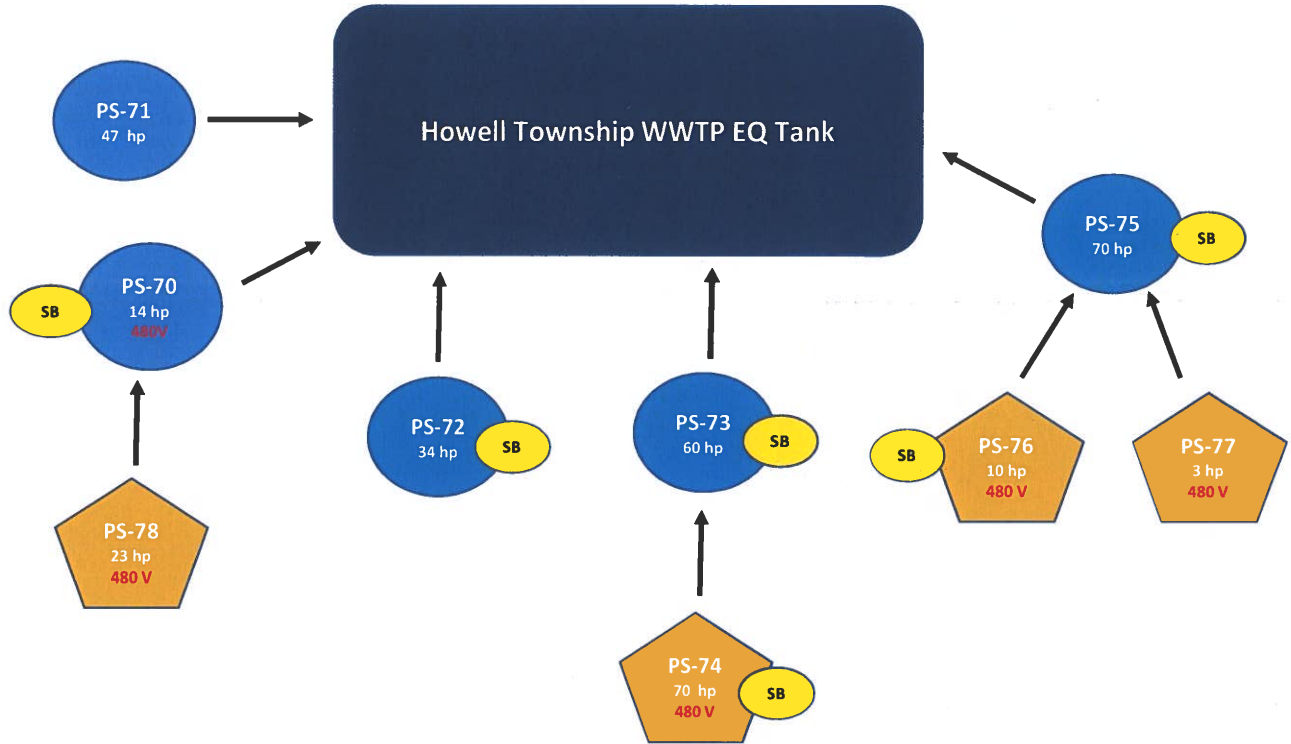
PS-77

- Normal Operation

PS-78

- Normal Operation

Howell Township
Station Flow Diagram



Stations with Standby Generator
70
72
73
74
75
76

480 V Stations Portable	Min. kW Required
71	125
77	25
78	60

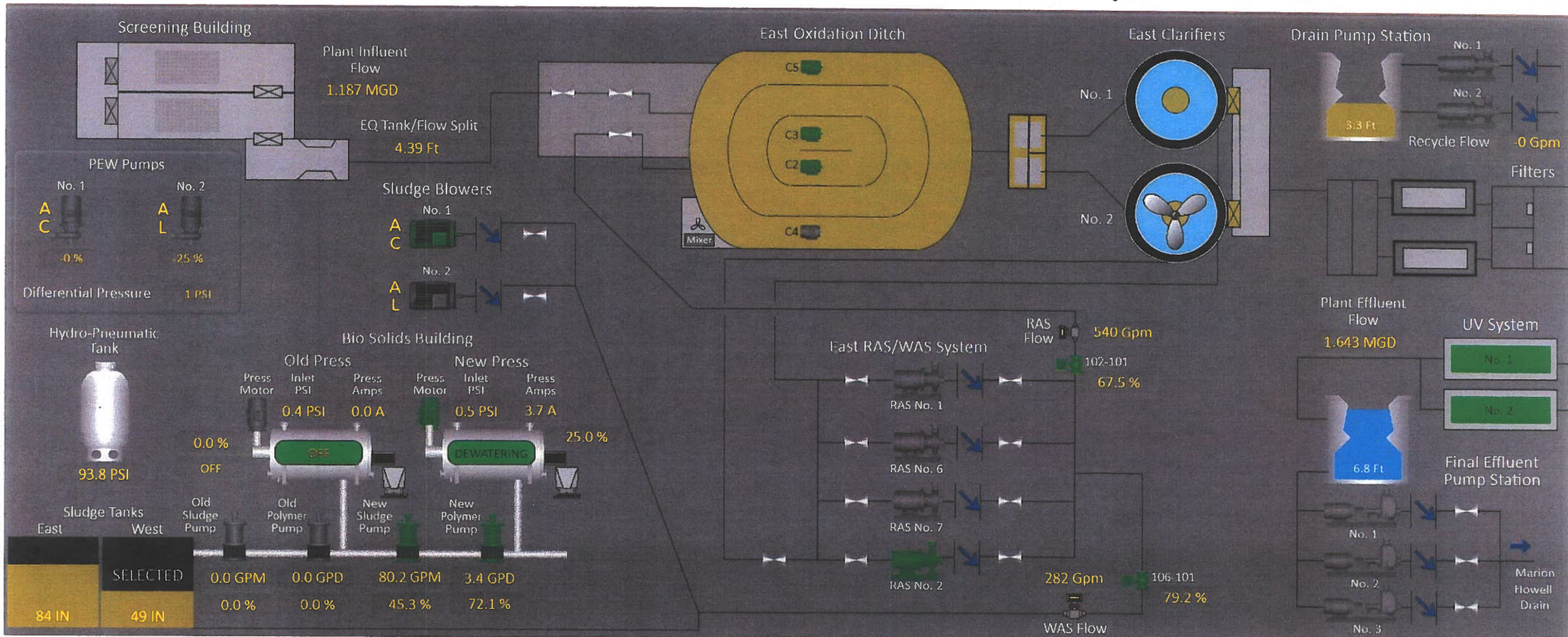




Howell Township
 Remaining Capital Improvement Plan Summary
 Updated 02/19/24

Active CIP and Significant Repairs In Progress					
No.	Project Description	Priority	Initial Estimate	Revised Estimate	Update
1	SCADA System for Plant (DO Monitoring, Level Monitoring, Alarm Improvements, Trending)	High	\$175,000	\$92,455	SCADA is operating, working on punch list items and redesign of interface screens (<i>See Attached</i>)
2	Walker North Clarifier Upgrade and Coating	Moderate	\$450,000	\$275,000	Received revised costs from Hamlett. Meet with Mechanical Contractor and Discuss Ordering Equipment Due to 6-Mo. Lead time and quote for Mechanical Work
3	Repair Valves to EQ Tank	Moderate	\$50,000	\$50,000	On hold, not critical
4	RAS and Headworks Roof Repairs	Low	\$5,000	\$5,000	Quote for roof repair \$1,450 (<i>See Attached</i>)
5	Plant Driveway Repairs (Crack Sealing)	Low	\$10,000	\$10,000	No Activity, not critical
6	Purchase Plus 1 Pumps for Station 70	High	\$18,000	\$18,000	Was final invoice submitted by Kennedy?
7	RAS / WAS Pump	High	\$30,000	\$29,995	Specifications Submitted to Hesco, still waiting on a pump quote
8	Lagoon Pump & Valves	High	\$30,000	\$4,795	Kennedy completed pump repair, need to pick up and install
9	Second Septage / Return Pump Station Pump	Moderate	\$10,000	TBD	Depends on Plus 1 Expiration
10	Pump Station 73 Spare Pump Repair	Moderate	\$69,730	\$38,950	Waiting on Kennedy to complete repairs - dropped of repair kit
Total			\$778,000	\$485,245	

Plant Overview



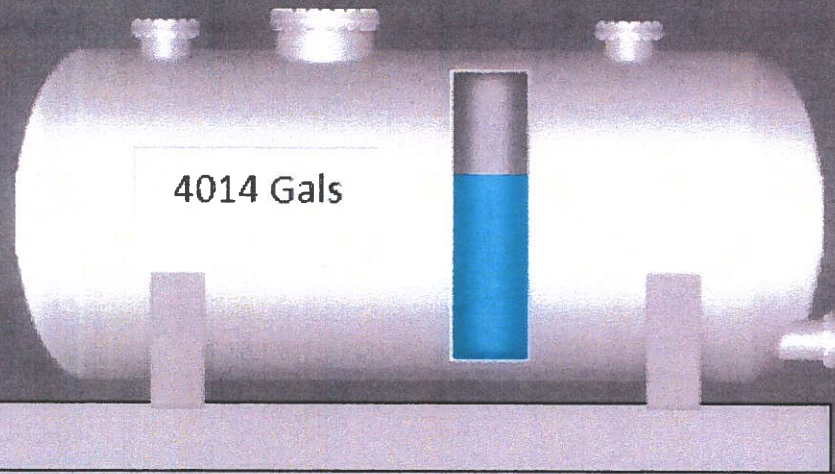
FeCL2 Pumps No. 1-2-3
Selector Switch



Ferric Tank

4.4 Ft

(0-7 ft)



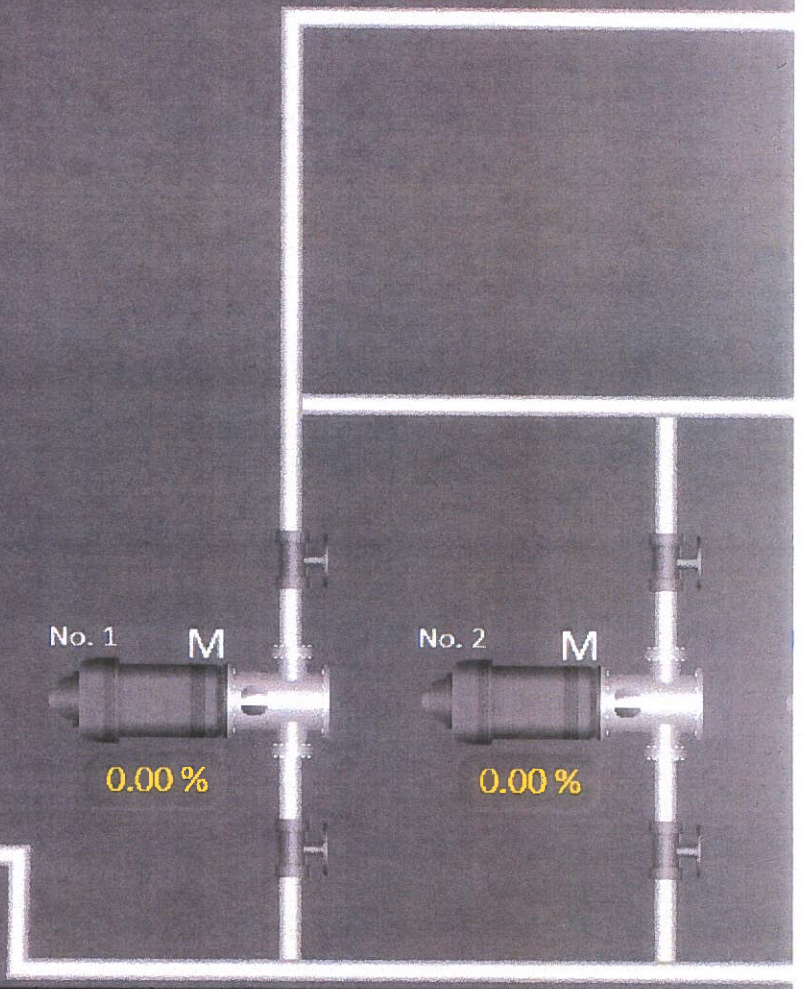
4014 Gals

No. 1 M

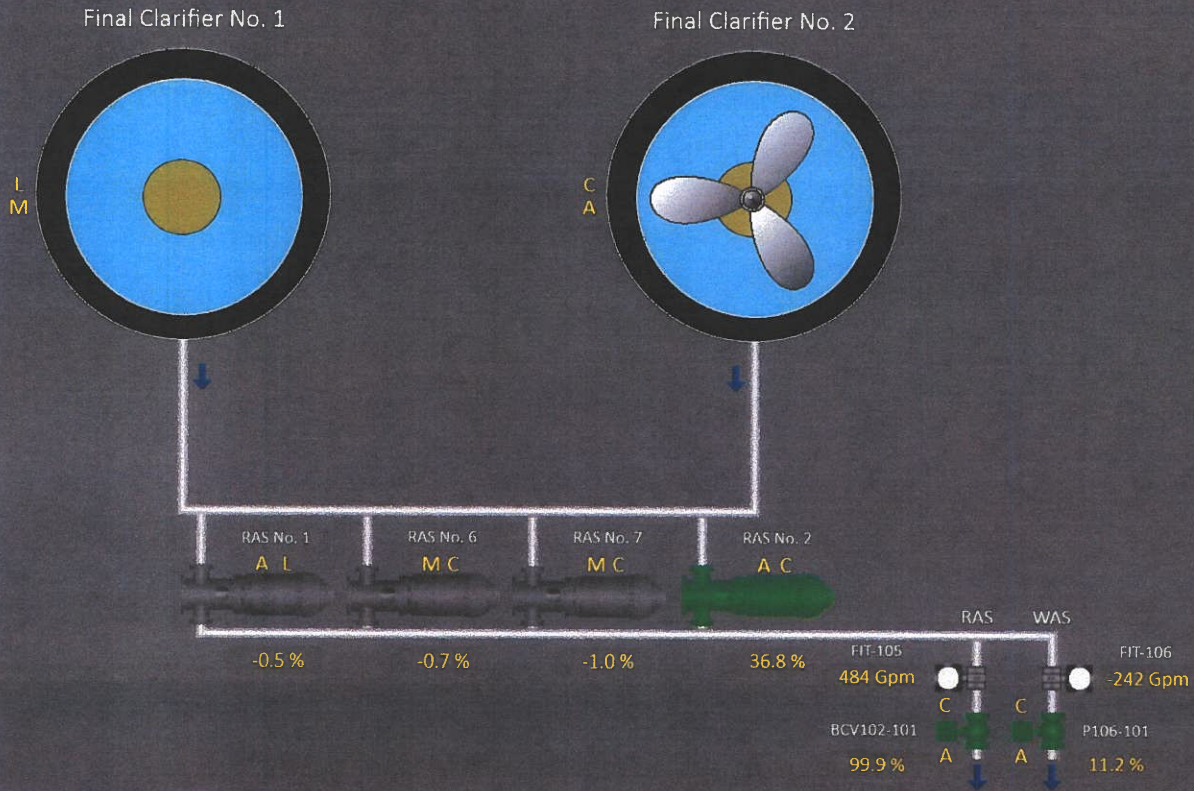
0.00 %

No. 2 M

0.00 %



RAS/WAS Screen



RAS System

RAS Flow Setpoint: **350 Gpm** (0 - 2500 GPM) | **342424672** Total (Gals)

WAS System

Disabled Enabled

WAS Flow Setpoint: **275 Gpm** (0 - 1000 GPM) | **19373338** Total (Gals)

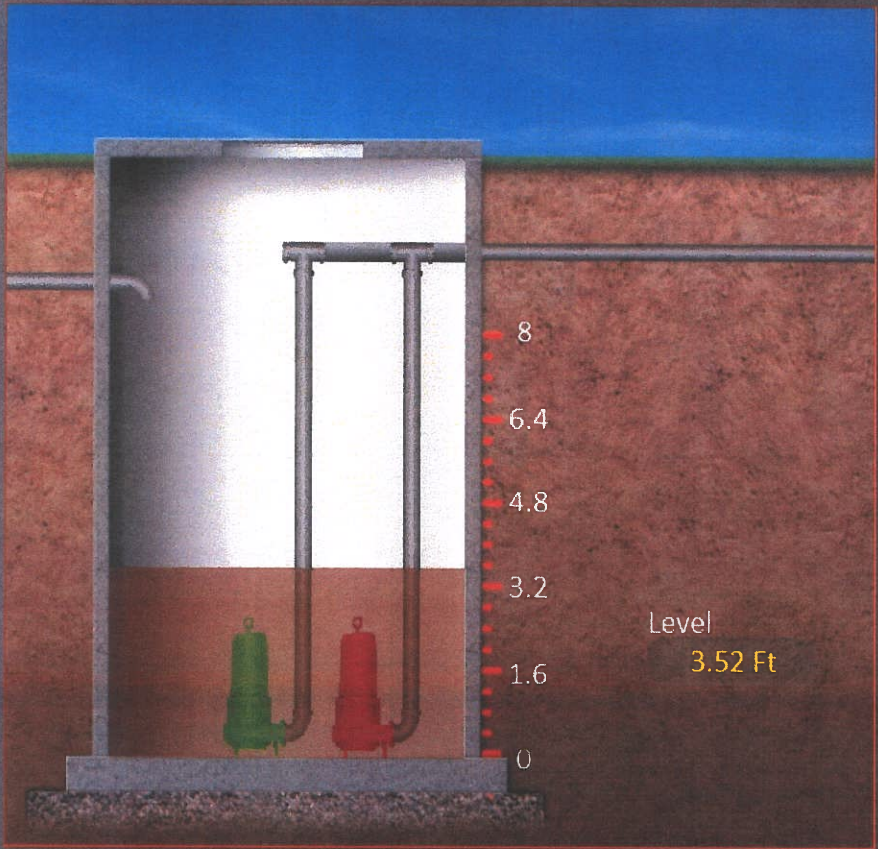
WAS Batch Frequency: **60 Min** (0 - 180 Min) | **56.1** Time Remain (Min)

WAS Batch Time: **3 Min** (0 - 10 Min) | **825** Batch (Gals)

Manual Batch Waste: **Start**

WAS Batch Alarm Reset: **825 Gals** (0 - 50000 Gals) | **-24** Batch (Gals)

Recycle Station



Setpoints

High Level	9.5	Ft
High Level Reset	8.0	Ft
Lag Start	4.5	Ft
Lead Start	3.8	Ft
Lag Stop	2.5	Ft
Lead Stop	2.2	Ft
Low Level Reset	1.5	Ft
Low Level	0.5	Ft



Alternation



Pumps

	Today	Yesterday
Pump No. 1 Hours	0.7 Hrs	1.8 Hrs
Pump No. 2 Hours	0.6 Hrs	1.6 Hrs

Pump No. 1



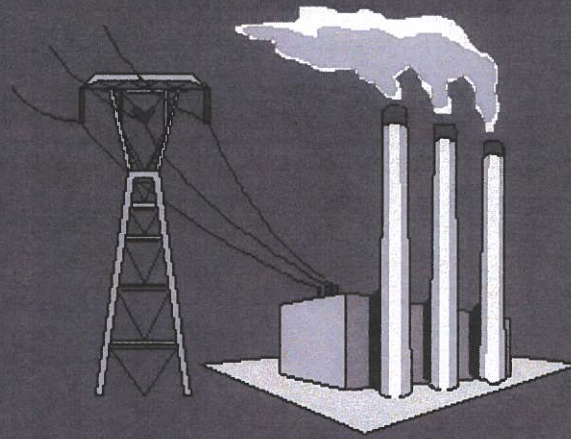
RUNNING

Pump No. 2



STOPPED

Utility



Generator

Generator

STOPPED



Fuel Tank

NORMAL

Oil Pressure

NORMAL

Water Temperature

NORMAL



2015 Moorlands View, Howell, MI 48855
(517) 545-3362 Office
(313) 600-8454 Mobile

01/25/2024

Phone: (810) 623-4725 Email greg@mhog.org

To Mr. Greg Tatara

Proposed work to be performed at 1222 PACKARD DRIVE, HOWELL, MICHIGAN, 48843

Includes repairs on all 4 buildings

- *Secure all loose soffit
- *Install new 6" ribbed fascia where missing (Color: wicker)
- *Secure any loose gutter nails
- *Secure loose fascia with color matched stainless steel fasteners
- *Conduct patch where shingles are missing
- *Secure lifting ridge vent with 3" ring shank roofing nails
- *Inspect roofs for additional damage
- *Clean up and debris removal included

Material and Labor Total for House:	\$	(Financed)
Discounted Total for cash/check:	\$1,450.00	(Non-financed)

We the undersigned agree to the following terms.

X _____
*Terms: 50% of total due at booking and the remaining balance due upon completion of the job.

Sincerely,
Ashton Gangnier (Builders License #2102201023) Ferguson Roofing Inc
*This quote is valid for 30 days.

If using Visa, Master card, Discover, American Express there will be a 3% additional charge on cash/check price.

Howell Township
Invoice and Check Registers
As of 2/29/2024

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00022917	BIG PDQ	01/03/2024	01/16/2024	122.00	0.00	Paid	Y
00022920	LIVINGSTON DAILY PRESS & ARGUS	01/05/2024	01/16/2024	190.00	0.00	Paid	Y
00022921	APPLIED INNOVATION	01/12/2024	01/16/2024	433.83	0.00	Paid	Y
00022922	PITNEY BOWES GLOBAL FINANCIAL SERV.	01/11/2024	02/07/2024	4,065.00	0.00	Paid	Y
00022923	KENT COMMUNICATIONS INC	10/26/2023	02/07/2024	1,724.08	0.00	Paid	Y
00022924	MICHIGAN ASSESSOR ASSOCIATION	01/16/2024	02/07/2024	95.00	0.00	Paid	Y
00022935	DTE ENERGY	01/11/2024	02/02/2024	469.47	0.00	Paid	Y
00022951	BRAMLETT HEATING & COOLING CO.	01/22/2024	02/22/2024	1,469.00	0.00	Paid	Y
00022954	LIVINGSTON COUNTY TREASURER	01/22/2024	02/07/2024	790.00	0.00	Paid	Y
00022955	CINTAS CORPORATION	01/24/2024	02/07/2024	97.84	0.00	Paid	Y
00022958	ELECTION SOURCE	01/18/2024	02/17/2024	467.37	0.00	Paid	Y
00022959	SPICER GROUP	01/25/2024	01/25/2024	1,560.00	0.00	Paid	Y
00022960	SPICER GROUP	01/25/2024	01/25/2024	4,801.50	0.00	Paid	Y
00022961	SPICER GROUP	01/25/2024	01/25/2024	1,540.25	0.00	Paid	Y
00022962	SPICER GROUP	01/25/2024	01/25/2024	451.00	0.00	Paid	Y
00022963	SPICER GROUP	01/25/2024	01/25/2024	150.00	0.00	Paid	Y
00022964	SPICER GROUP	01/25/2024	01/25/2024	5,587.50	0.00	Paid	Y
00022965	SPICER GROUP	01/25/2024	01/25/2024	282.50	0.00	Paid	Y
00022966	STATE OF MICHIGAN - EGLE	01/19/2024	02/15/2024	1,230.00	0.00	Paid	Y
00022974	STATE OF MICHIGAN - EGLE	01/19/2024	02/15/2024	1,123.00	0.00	Paid	Y
00022975	LIVINGSTON COUNTY TREASURER	02/01/2024	02/15/2024	65,355.89	0.00	Paid	Y
00022976	HOWELL PUBLIC SCHOOLS	02/01/2024	02/15/2024	238,534.86	0.00	Paid	Y
00022977	HOWELL CARNEGIE LIBRARY	02/01/2024	02/15/2024	89,063.35	0.00	Paid	Y
00022978	HOWELL PUBLIC SCHOOLS	02/01/2024	02/15/2024	18,619.38	0.00	Paid	Y
00022979	FOWLERVILLE DIST LIBRARY	02/01/2024	02/15/2024	2,575.43	0.00	Paid	Y
00022980	HOWELL AREA FIRE AUTHORITY	02/01/2024	02/15/2024	177,378.94	0.00	Paid	Y
00022981	STATE OF MICHIGAN	02/01/2024	02/07/2024	6,813.12	0.00	Paid	Y
00022982	STATE OF MICHIGAN	02/01/2024	02/07/2024	4,542.07	0.00	Paid	Y
00022983	HOWELL TOWNSHIP	02/01/2024	02/07/2024	194.84	0.00	Paid	Y
00022984	LIVINGSTON COUNTY TREASURER	02/01/2024	02/07/2024	2,142.56	0.00	Paid	Y
00022985	LIV EDUC SERVICE AGENCY	02/01/2024	02/07/2024	2,138.09	0.00	Paid	Y
00022986	HOWELL PUBLIC SCHOOLS	02/01/2024	02/07/2024	1,836.14	0.00	Paid	Y
00022987	HOWELL PUBLIC SCHOOLS	02/01/2024	02/07/2024	179.71	0.00	Paid	Y
00022988	LIVINGSTON COUNTY TREASURER	02/01/2024	02/07/2024	1,373.48	0.00	Paid	Y
00022989	PERFECT MAINTENANCE	01/18/2024	02/17/2024	195.00	0.00	Paid	Y
00022967	CONSUMERS ENERGY	02/01/2024	02/15/2024	703.53	0.00	Paid	Y
00022968	COMCAST	02/01/2024	02/15/2024	434.64	0.00	Paid	Y
00022969	MUTUAL OF OMAHA INSURANCE COMPANY	02/01/2024	02/15/2024	182.51	0.00	Paid	Y
00022970	CONSUMERS ENERGY	02/01/2024	02/15/2024	142.80	0.00	Paid	Y
00022971	SMART BUSINESS SOURCE, LLC	02/01/2024	02/15/2024	568.05	0.00	Paid	Y
00022972	J. MILLS PLUMBING & WATER TREATMENT	02/01/2024	02/15/2024	289.00	0.00	Paid	Y
00022990	CHESTNUT DEVELOPMENT	02/01/2024	02/01/2024	3,000.00	0.00	Paid	Y
00022991	SPICER GROUP	02/01/2024	02/01/2024	8,101.00	0.00	Paid	Y
00022992	LIVINGSTON COUNTY TREASURER	02/01/2024	02/15/2024	23.50	0.00	Paid	Y
00022993	PURCHASE POWER	02/01/2024	02/15/2024	4,065.00	0.00	Paid	Y
00022994	G-O WWP VACTOR PAD	02/02/2024	02/15/2024	349.08	0.00	Paid	Y
00022999	GABRIDGE & COMPANY, PLC	02/02/2024	02/23/2024	10,000.00	0.00	Paid	Y
00023000	DTE ENERGY	02/02/2024	02/15/2024	469.45	0.00	Paid	Y
00023001	JONATHAN HOHENSTEIN	02/05/2024	02/15/2024	333.36	0.00	Paid	Y
00023002	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	418.00	0.00	Paid	Y
00023003	UTS SCADA	02/02/2024	02/15/2024	405.00	0.00	Paid	Y
00023004	BOSS ENGINEERING	02/02/2024	02/15/2024	150.00	0.00	Paid	Y
00023005	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	6,973.50	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00023006	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	450.00	0.00	Paid	Y
00023007	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	20.00	0.00	Paid	Y
00023008	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	45.00	0.00	Paid	Y
00023009	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	1,957.50	0.00	Paid	Y
00023010	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2024	02/15/2024	1,759.50	0.00	Paid	Y
00023011	CARLISLE WORTMAN ASSOC, INC.	02/07/2024	02/15/2024	370.00	0.00	Paid	Y
00023012	CARLISLE WORTMAN ASSOC, INC.	02/07/2024	02/15/2024	882.50	0.00	Paid	Y
00023013	GRANGER WASTE SERVICES	01/31/2024	02/25/2024	23.91	0.00	Paid	Y
00023014	LIVINGSTON COUNTY TREASURER'S ASSOC	01/31/2024	02/25/2024	10.00	0.00	Paid	Y
00023015	DTE ENERGY	01/31/2024	02/25/2024	801.63	0.00	Paid	Y
00023016	REPUBLIC SERVICES	01/31/2024	02/20/2024	119.06	0.00	Paid	Y
00023017	AT&T	01/31/2024	02/10/2024	326.03	0.00	Paid	Y
00023018	DTE ENERGY	02/02/2024	02/26/2024	429.16	0.00	Paid	Y
00023019	DTE ENERGY	02/02/2024	02/26/2024	214.44	0.00	Paid	Y
00022995	FIRST NATIONAL BANK	02/09/2024	02/09/2024	4,283.82	0.00	Paid	Y
00022996	HOWELL TOWNSHIP	02/09/2024	02/09/2024	118.52	0.00	Paid	Y
00022997	AMERICAN FUNDS	02/09/2024	02/09/2024	2,815.24	0.00	Paid	Y
00022998	EMPOWER	02/09/2024	02/09/2024	2,260.60	0.00	Paid	Y
00023020	PITNEY BOWES GLOBAL FINANCIAL SERV.	02/02/2024	02/26/2024	403.98	0.00	Paid	Y
00023021	LIVINGSTON DAILY PRESS & ARGUS	01/31/2024	02/20/2024	230.00	0.00	Paid	Y
00023022	SPICER GROUP	02/13/2024	02/13/2024	1,440.50	0.00	Paid	Y
00023023	CARLISLE WORTMAN ASSOC, INC.	02/13/2024	02/13/2024	727.50	0.00	Paid	Y
00023038	HOWELL TOWNSHIP	02/20/2024	02/20/2024	37.70	0.00	Paid	Y
00023039	LIVINGSTON COUNTY TREASURER	02/20/2024	02/20/2024	813.59	0.00	Paid	Y
00023040	LIV EDUC SERVICE AGENCY	02/20/2024	02/20/2024	811.89	0.00	Paid	Y
00023041	HOWELL PUBLIC SCHOOLS	02/20/2024	02/20/2024	697.22	0.00	Paid	Y
00023042	HOWELL PUBLIC SCHOOLS	02/20/2024	02/20/2024	33.14	0.00	Paid	Y
00023043	LIVINGSTON COUNTY TREASURER	02/20/2024	02/20/2024	1,521.27	0.00	Paid	Y
00023044	LIVINGSTON COUNTY TREASURER	02/20/2024	02/20/2024	90,089.53	0.00	Paid	Y
00023045	HOWELL PUBLIC SCHOOLS	02/20/2024	02/20/2024	327,809.00	0.00	Paid	Y
00023046	HOWELL CARNEGIE LIBRARY	02/20/2024	02/20/2024	122,395.87	0.00	Paid	Y
00023047	FOWLERVILLE SCHOOLS	02/20/2024	02/20/2024	23,248.40	0.00	Paid	Y
00023048	FOWLERVILLE DIST LIBRARY	02/20/2024	02/20/2024	3,215.71	0.00	Paid	Y
00023049	HOWELL AREA FIRE AUTHORITY	02/20/2024	02/20/2024	243,274.97	0.00	Paid	Y
00023032	FIRST NATIONAL BANK	02/23/2024	02/23/2024	4,903.83	0.00	Paid	Y
00023033	HOWELL TOWNSHIP	02/23/2024	02/23/2024	118.52	0.00	Paid	Y
00023034	BLUE CARE NETWORK	02/23/2024	02/23/2024	4,004.93	0.00	Paid	Y
00023035	AMERICAN FUNDS	02/23/2024	02/23/2024	3,247.04	0.00	Paid	Y
00023036	TREASURY STATE OF MICHIGAN	02/23/2024	02/23/2024	1,372.95	0.00	Paid	Y
00023037	EMPOWER	02/23/2024	02/23/2024	2,313.89	0.00	Paid	Y

of Invoices: 94 # Due: 0
 # of Credit Memos: 0 # Due: 0
 Net of Invoices and Credit Memos: Totals:

--- TOTALS BY FUND ---
 101 GENERAL FUND
 208 PARK/RECREATION FUND
 592 SWR/WTR
 701 TRUST & AGENCY
 703 TAX FUND

1,525,748.96
 0.00
 1,525,748.96
 91,191.29
 370.00
 5,678.02
 3,813.50
 1,424,696.15

Answers with Check Register BK

--- TOTALS BY DEPT/ACTIVITY ---

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
000	OTHER			1,498,190.74	0.00		
101	TOWNSHIP BOARD			200.00	0.00		
253	TREASURER			363.36	0.00		
257	ASSESSING			1,819.08	0.00		
262	ELECTIONS			1,092.33	0.00		
265	TOWNSHIP HALL			5,037.80	0.00		
268	TOWNSHIP AT LARGE			11,955.13	0.00		
538	WMTP			5,678.02	0.00		
701	PLANNING			1,332.50	0.00		
703	ZONING BOARD OF APPEALS			80.00	0.00		

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 02/01/2024 - 02/29/2024

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING			
02/01/2024	18669	APPLIED INNOVATION	433.83
02/01/2024	18670	BIG PDQ	122.00
02/01/2024	18671	BRAMLETT HEATING & COOLING CO	1,469.00
02/01/2024	18672	CINTAS CORPORATION	97.84
02/01/2024	18673	COMCAST	434.64
02/01/2024	18674	ELECTION SOURCE	467.37
02/01/2024	18675	J. MILLS PLUMBING & WATER TRE	289.00
02/01/2024	18676	KENT COMMUNICATIONS INC	1,724.08
02/01/2024	18677	LIVINGSTON DAILY PRESS & ARGU	190.00
02/01/2024	18678	MICHIGAN ASSESSOR ASSOCIATION	95.00
02/01/2024	18679	MUTUAL OF OMAHA INSURANCE COM	182.51
02/01/2024	18680	PERFECT MAINTENANCE	195.00
02/01/2024	18681	PITNEY BOWES GLOBAL FINANCIAL	4,065.00
02/01/2024	18682	SMART BUSINESS SOURCE, LLC	568.05
02/01/2024	18683	SPICER GROUP	23,703.75
02/01/2024	101001833(E)	CONSUMERS ENERGY	703.53
02/01/2024	101001834(E)	DTE ENERGY	469.47
02/09/2024	101001835(E)	EMPOWER	2,260.60
02/09/2024	101001836(E)	FIRST NATIONAL BANK	4,283.82
02/09/2024	101001837(E)	HOWELL TOWNSHIP	118.52
02/09/2024	101001838(E)	AMERICAN FUNDS	2,815.24
02/13/2024	18684	CARLISLE WORTMAN ASSOC, INC.	1,980.00
02/13/2024	18685	FAHEY SCHULTZ BURZYCH RHODES	11,623.50
02/13/2024	18686	GABRIDGE & COMPANY, PLC	10,000.00
02/13/2024	18687	GRANGER WASTE SERVICES	23.91
02/13/2024	18688	JONATHAN HOHENSTEIN	333.36
02/13/2024	18689	LIVINGSTON COUNTY TREASURER'S	10.00
02/13/2024	18690	LIVINGSTON DAILY PRESS & ARGU	230.00
02/13/2024	18691	PURCHASE POWER	4,065.00
02/13/2024	18692	SPICER GROUP	1,440.50
02/13/2024	18693	DTE ENERGY	801.63
02/13/2024	101001840(E)	PITNEY BOWES GLOBAL FINANCIAL	403.98
02/23/2024	18694	BLUE CARE NETWORK	4,004.93
02/23/2024	101001841(E)	EMPOWER	2,313.89
02/23/2024	101001842(E)	FIRST NATIONAL BANK	4,903.83
02/23/2024	101001843(E)	HOWELL TOWNSHIP	118.52
02/23/2024	101001844(E)	AMERICAN FUNDS	3,247.04
02/23/2024	101001845(E)	TREASURY STATE OF MICHIGAN	1,372.95
GEN TOTALS:			
Total of 38 Checks:			91,561.29
Less 0 Void Checks:			0.00
Total of 38 Disbursements:			<u>91,561.29</u>
Bank T&A TRUST & AGENCY CHECKING			
02/01/2024	3619	CHESTNUT DEVELOPMENT	3,000.00
02/01/2024	3620	LIVINGSTON COUNTY TREASURER	790.00
02/01/2024	3621	LIVINGSTON COUNTY TREASURER	23.50
T&A TOTALS:			
Total of 3 Checks:			3,813.50
Less 0 Void Checks:			0.00
Total of 3 Disbursements:			<u>3,813.50</u>
Bank TAX TAX CHECKING			
02/01/2024	5929	FOWLerville DIST LIBRARY	2,575.43
02/01/2024	5930	FOWLerville SCHOOLS	18,619.38
02/01/2024	5931	HOWELL AREA FIRE AUTHORITY	177,378.94
02/01/2024	5932	HOWELL CARNEGIE LIBRARY	89,063.35
02/01/2024	5933	HOWELL PUBLIC SCHOOLS	179.71
02/01/2024	5934	HOWELL PUBLIC SCHOOLS	238,534.86
02/01/2024	5935	HOWELL PUBLIC SCHOOLS	1,836.14
02/01/2024	5936	HOWELL TOWNSHIP	194.84
02/01/2024	5937	LIV EDUC SERVICE AGENCY	2,138.09
02/01/2024	5938	STATE OF MICHIGAN	6,813.12
02/01/2024	5939	STATE OF MICHIGAN	4,542.07
02/01/2024	5940	LIVINGSTON COUNTY TREASURER	2,142.56
02/01/2024	5941	LIVINGSTON COUNTY TREASURER	65,355.89
02/01/2024	5942	LIVINGSTON COUNTY TREASURER	1,373.48
02/20/2024	5943	FOWLerville DIST LIBRARY	3,215.71
02/20/2024	5944	FOWLerville SCHOOLS	23,248.40
02/20/2024	5945	HOWELL AREA FIRE AUTHORITY	243,274.97

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 02/01/2024 - 02/29/2024

Check Date	Check	Vendor Name	Amount
Bank TAX TAX CHECKING			
02/20/2024	5946	HOWELL CARNEGIE LIBRARY	122,395.87
02/20/2024	5947	HOWELL PUBLIC SCHOOLS	33.14
02/20/2024	5948	HOWELL PUBLIC SCHOOLS	327,809.00
02/20/2024	5949	HOWELL PUBLIC SCHOOLS	697.22
02/20/2024	5950	HOWELL TOWNSHIP	37.70
02/20/2024	5951	LIV EDUC SERVICE AGENCY	811.89
02/20/2024	5952	LIVINGSTON COUNTY TREASURER	813.59
02/20/2024	5953	LIVINGSTON COUNTY TREASURER	1,521.27
02/20/2024	5954	LIVINGSTON COUNTY TREASURER	90,089.53
TAX TOTALS:			
Total of 26 Checks:			1,424,696.15
Less 0 Void Checks:			0.00
Total of 26 Disbursements:			<u>1,424,696.15</u>
Bank UTYCK UTILITY CHECKING			
02/13/2024	3160	BOSS ENGINEERING	150.00
02/13/2024	3161	STATE OF MICHIGAN - EGLE	1,123.00
02/13/2024	3162	STATE OF MICHIGAN - EGLE	1,950.00
02/13/2024	3163	G-O WWTP VACTOR PAD	349.08
02/13/2024	3164	REPUBLIC SERVICES	119.06
02/13/2024	3165	UIS SCADA	405.00
02/13/2024	59003921(E)	AT&T	326.03
02/13/2024	59003922(E)	CONSUMERS ENERGY	142.80
02/13/2024	59003923(E)	DTE ENERGY	469.45
02/13/2024	59003924(E)	DTE ENERGY	429.16
02/13/2024	59003925(E)	DTE ENERGY	214.44
UTYCK TOTALS:			
Total of 11 Checks:			5,678.02
Less 0 Void Checks:			0.00
Total of 11 Disbursements:			<u>5,678.02</u>
REPORT TOTALS:			
Total of 78 Checks:			1,525,748.96
Less 0 Void Checks:			0.00
Total of 78 Disbursements:			<u>1,525,748.96</u>

Agrees with Invoice Register BK